

**MINUTES
ANNUAL GENERAL MEETING
THE OWNERS STRATA PLAN LMS 3316
MERIDIAN BY THE PARK**

***Held on Wednesday, November 30, 2016
Within Nikkei Centre, Main Floor, Large Activity Room
6688 Southoaks Crescent, Burnaby, BC***

The meeting was called to order at 7:03 p.m. by Council President, Kin Leong. He welcomed all the Owners and asked if anyone would mind if the Strata Manager chairs the meeting. Hearing no objections, the meeting proceeded with Steven Loo thanking the Owners for attending.

FirstService Residential BC Ltd. was represented by Steven Loo.

QUORUM STATUS

Subject to the Bylaws, a quorum for a general meeting is eligible voters holding one third of the Strata Corporation's votes, present in person or by proxy. As the Strata Corporation currently consists of 54 eligible voters, 18 represents quorum in this instance. At the commencement of the meeting there were 16 eligible voters in attendance and 3 represented by proxy for a total of 19 votes represented. The quorum requirements had been achieved and the meeting proceeded.

PROOF OF NOTICE

It was noted that the Notice of Meeting, dated November 9, 2016, complied with the notice requirements of the *Strata Property Act* and that the most recently approved financial statements had been received.

APPROVAL OF AGENDA

It was moved (Unit #22) and seconded (Unit #53) to approve the Agenda as distributed with the Notice of Meeting. **MOTION CARRIED.**

At this point, an Owner signed in, bringing the number of eligible voters to 20.

APPROVAL OF GENERAL MEETING MINUTES

It was moved (Unit #22) and seconded (Unit #3) to approve the Minutes of the Annual General Meeting held November 25, 2015 as previously circulated. **MOTION CARRIED.**

At this point, an Owner signed in, bringing the number of eligible voters to 21.

INSURANCE REPORT

At this point in the meeting, the Chairperson took the opportunity to advise those in attendance of the following information regarding strata lot Ownership and other matters concerning the Strata Corporation.

Strata Corporation Insurance

Please refer to the Insurance Summary included with your Notice of Meeting, which outlines the insured perils, the limits of coverage and the applicable deductibles. Please note the water damage deductible for the Strata Corporation is \$10,000.

Section 149 of the *Strata Property Act* requires the Strata Corporation to have adequate full replacement value insurance for the common property, common assets, buildings shown on the Strata Plan and fixtures built or installed on a strata lot. Your Strata Corporation's insurance policy is currently held with BFL Canada and is insured for a replacement value of \$18,500,000 based on information received from the Appraisal.

The Chairperson reminded all Owners to obtain their own insurance coverage for **personal property contents** as well as **third party liability coverage**. Individual homeowner or Tenant insurance coverage is strongly recommended. Owners should also obtain additional coverage if they make any major improvements within their strata lots, such as upgrading of appliances, fixtures, floor coverings, hardwood floors, etc. (subject to approval as outlined in the Strata Corporation Bylaws). **Displacement coverage** would also assist Owners or Tenants who would have to move out of their suites during a major loss, and **loss of rental coverage** is recommended for those individuals who rent out their units for investment purposes.

Non-resident Owners should be sure that their Tenants clearly understand that in the event of a fire, flood or some other incident, if a resident's possessions are damaged, that resident must make a claim for compensation to his/her own insurance. Personal belongings are NOT covered by the building insurance policy.

Strata Corporation Insurance Coverage

The Strata Corporation's policy typically "insures against all risks of direct physical loss or damage to the property insured", subject to exclusions and applicable deductible.

Insured property is the building as it was delivered by the developer at the time of completion of construction. Insured property includes the fixed structure, permanently installed original fittings and fixtures, mechanical equipment and machinery, fire suppression systems and common assets.

The Strata Corporation's policy notably does NOT provide coverage for loss or damage to:

- Strata lot Owner's and/or Tenant's personal property,
- Strata lot Owner's betterments and/or improvements to strata lot,
- Strata lot Owner's and/or Tenant's additional living expenses,
- Strata lot Owner's rental income loss.

Strata Lot Owner and/or Tenant Insurance Coverage Recommendation

It is recommended that all strata lot Owners and/or Tenants acquire the applicable coverage:

- Personal property, such as furniture, clothing and similar personal property in the strata lot or designated storage space in the building, subject to a deductible.
- Strata lot betterments and/or improvements completed at a strata lot Owner's expense, such as upgraded flooring, millwork, fixtures, etc.
- Additional living expenses incurred by a resident as a result of the insured premises being uninhabitable as a direct result of an insured loss or damage.

- Loss of rental income incurred by a strata lot Owner as a result of the insured premises being uninhabitable by the tenant as a result of an insured loss or damage.
- Strata Corporation's deductible chargeback (e.g. water, fire) incurred in the event of a claim that originated from within an Owner's strata lot.

*****Example*****

In a rental situation there are three separate parties therefore there should be three separate insurance policies (Strata Corporation Policy, Owner's Policy and Tenant's Policy).

PRESIDENT'S REPORT

Break-Ins

For 17 years, our townhouse complex has been an enjoyable and peaceful place I call my home. We have seen the occasional break-in attempts in our underground garage in the past, but rarely did we hear of thieves breaking into our homes. This past year, we had received reports of at least six (6) strata units that unfortunately experienced break-ins. All these incidents were related to the thief entering through the sliding patio glass door.

Council reviewed each of the break-in incidents to try to find a suitable preventative measure. Due to the design and layout of our complex, there is no feasible way to prevent this type of break-ins. Like individual detached houses, Owners themselves must take preventative measures. These measures may include additional locking or jamming mechanisms on the patio door, employing a monitored alarm system, or even keeping a guard pet.

Personally, I still feel safe living in our complex because I know many of my neighbours. There is an old saying of "safety in numbers." I believe if we work together as a community, we can be more effective in preventing crimes from taking place on our complex. A very recent incident proved this point when three of our neighbours reported a suspicious individual who went around our complex on two weekdays to ring our doorbells. Neighbours quickly consulted with each other, with some Council members and the RCMP was promptly contacted to investigate. Our neighbours' cooperation had prevented a potential break-in incident.

Garage Break-Ins

We have unfortunately also experienced two break-in incidents to our underground parkade with one incident to a resident's vehicle. Prevention is still the best defense. Keeping valuables out of sight and doors locked will help to prevent break-ins to our parked vehicles.

Council has reviewed the parkade security thoroughly this year by looking at several different solutions for improvements. The solution we all decided on is to propose a change to the layout of the secured parking area by re-configuring the current four (4) gate into one single gate. We will look at this change in more detail when we discuss the Resolutions later in our meeting.

Council cannot emphasize enough the importance of being vigilant to take note of suspicious activities around our complex. The RCMP is already aware of each break-in incident around our neighbourhood. The Police will respond and investigate to help keep us safe. Please remember to call 911 if you see any suspicious activity. After filing a Police Report, please do write an email to our Property Manager with the details of the incident and the Police File Number for our records.

Electrical Room Leak

In the past two years, Council has been monitoring a minor water leak into our south-side electrical room. Due to the potential extent of the water leak, Council discussed at some length on the best course of action to investigate the source of the leak. This past summer, we made some significant progress in determining the likely source of the water ingress. Instead of water entering from the ground level planter above the electrical room, which would have required expensive excavation of the soil, we found the water to come from an underground conduit. Investigation is still ongoing as the leak only takes place during heavy periods of rain. But, we are comforted to know that we will not have to demolish one of our nicest landscaped areas for this repair.

Playground Upgrade Survey

During the summer, Council sent out a survey to ask the Owners for their opinion on how we should upgrade the existing small playground at the center of our complex. Council had identified the dinosaur toys and the surrounding gravel area to require repair and maintenance.

The survey responses revealed first that 75% of our residents do not regularly use this playground area. Of those that responded, half would like to see the playground upgraded. There was almost an even mix of responses between changing the playground area to a common use area, such as, park benches or a gazebo, upgrading the playground toys, as well as not to change anything. Hence, we are inconclusive from this survey on what should be done for the playground upgrade. More than 80% of the respondents feel that no more than \$2,500 should be spent on the upgrades or repairs however.

Council will obtain quotes for the repair of the current playground equipment and installation. We will also obtain budgetary quotes for the alternate equipment and send out another survey for our Owners to submit their vote.

Volunteers

None of our projects would have been possible without the help of the many volunteers who contributed their time to help. On behalf of the Council and as an Owner, I wish to thank all those who had helped over this past year. This year we had 35 people come out to volunteer at our washing party representing 26 Strata units. I hope that all of our volunteers had enjoyed the company and the food. A little bit of work by several volunteers equates to a significant savings in maintenance cost.

Garbage & Recycling

We have implemented City of Burnaby's new recycling program for just over a year now. The green bin Food Scrap collection program seems to be working well with our system of rotating volunteers to help move the Food Scraps bins to the curbside each Monday night. We have had some residents who may have forgotten their volunteer shift. Fortunately, between the backup unit Owners and sometimes our Council volunteers, we have kept up this weekly ritual without fail. Council has implemented a reminder system to ensure the responsible units do their part.

Unfortunately, we still find some residents disposing household items beside our garbage bins and in our fire lane area. Not only is this against our Bylaws, but it creates an unsightly appearance and attracts thieves to our complex. Council wishes to ask residents to report such improper garbage disposal incidents to Council or to our Property Manager if you know who dumped the items.

In addition, we must remind everyone that plastic bags and Styrofoam are absolutely prohibited from any of our recycling bins. Recycling of plastic bags and Styrofoam must be brought to a recycling depot (such as Lee's Depot on Buller Street) or to the Burnaby Collection Station on Still Creek Avenue near Costco Willingdon Location.

We must each do our part to help reduce the vast amount of garbage that is unnecessarily put into landfills. Let us make good use of the recycling bins provided by following the classifications and sorting the items correctly. Think before you dispose of your household garbage to see if the waste item can be recycled. Please help to reduce, re-use, and recycle.

Caretaker

The task of ensure the garbage bin and recycling bin areas remain clean through the week, proved to be too much work for our few regular volunteers, as well as our landscapers. With consideration to the cost of hiring a professional janitor, we decided it was best to offer this position to a resident. Since early in the year, Council has solicited the residents via our meeting minutes for this Resident Caretaker. Our Caretaker also helps Council to provide access to trades during working hours. We have received only one applicant whom we engaged as a Caretaker since October.

Council wishes to emphasize that our Caretaker does not assume the duties of our Property Manager. Any Strata related issues should still be reported to Steven Loo or to Council directly. As well, our Caretaker's work does not alleviate our residents in doing their part to help maintain order and cleanliness of our complex. We thank our Caretaker for contributing several hours each week to help with keeping our common areas look better.

Bylaws

We will be discussing a few proposed Bylaw changes later in this AGM. I cannot emphasize enough that the Bylaws are put in place to protect and benefit our entire community. Garbage Bylaws, Pet Bylaws, Parking Bylaws – these were all put in place for a reason. We would like to remind each of you to become familiarized with the Bylaws and especially the changes. We welcome any questions you may have if the Bylaws are not clear. We do ask each of you to help uphold the effectiveness of the Bylaws by appropriately reporting any Bylaw infractions to Council or to our Property Manager. Council is not the Bylaw Police, as the few of us cannot possibly monitor everything that is happening in and around our townhouse complex day and night. Just like the safety and security issue I had brought up earlier in my report, it takes all of us to work together for the Bylaws to be effective.

Conclusion

I wish to conclude my report by thanking the Council members for their contribution in time and effort this past year. They have all contributed their time generously in the best interest of all Owners and residents, to make our complex a safer place and to maintain good value for our properties.

We also thank our Strata Manager Steven Loo for his continued support and excellent service with managing the various issues professionally throughout the year. Steven's work has made our job on Council easy and enjoyable. We hope that Steven has enjoyed working with our Strata, as much as we have enjoyed his service and hard work.

BUDGET APPROVAL

It was moved and seconded to bring the proposed operating budget(s) to the floor for discussion

Some of the Highlights During the Discussion:

The Council President took the opportunity to review the three (3) items in Special Projects so everyone was clear on what was being proposed. He explained the reasoning for the design to upgrade security. With the new gate installed, it will create 2 Visitor parking stalls inside the secured area.

An Owner asked what material will be used for the meshing. The Council President stated it would be welded perforated mesh. This will also reduce the cost of maintenance.

An Owner asked if Council ever considered placing a gate at the entrance of the driveway (similar to the neighbouring property to the east)? The Council President acknowledged that Council had investigated this a number of years ago and was informed that City Hall does not permit driveway gates any more after the neighbouring property was built. The anticipated installation date will be (the last week of January & the first week of February 2017).

An Owner asked if \$2,000 per deck is sufficient. The Council President replied that it should but obviously, we won't know the extent of any damage until the area is opened. The scope of the work is to remove the railings and reapply a membrane. This work will require warm, dry weather.

An Owner asked what repair was not done that resulted in only \$9,000 spent (budget: \$22,000). The Council President stated that Council budgeted \$15,000 for the electrical room leak to excavate and repair the membrane. After spending \$200.00 to investigate the leak, it was reported that there was no active leak.

Council noted that the contribution to the Contingency Reserve Fund was increase from \$35,521 to \$55,946 to meet the recommended contribution noted in the Depreciation Report. To accomplish this without raising strata fees, an amount of \$20,425 was transferred from the Surplus; thus resulting in a near balanced budget.

With no further discussion, the vote was called. The results were as follows:

21 IN FAVOUR, 0 OPPOSED, 0 ABSTAINED. **MOTION CARRIED.**

Owners please note: Strata fees have increased, retroactive to October 1, 2016.

PAYMENT OPTIONS (MONTHLY STRATA FEES ONLY):

1. **Owners Currently On Pre-Authorized Payment (PAD):** There is no action required from these Owners as any new strata fees and/or retroactive fees adjustments (if any) will be automatically adjusted.
2. **Owners Who Pay By Post-Dated Cheques:** Please send in 12 post-dated cheques payable to Strata Plan LMS 3316, as well as any retroactive payment if necessary, as per the attached fee schedule.

3. **Owners Who Pay By E-Banking:** Owners will have to re-submit the strata fee amount for future months, as well as any retroactive payment if necessary, as per the attached fee schedule.

If you have any questions regarding your account, please contact the Accounts Receivable Department at 604.684.5329.

**CONSIDERATION OF 3/4 VOTE RESOLUTION "A"
BYLAW AMENDMENT – MISCELLANEOUS**

It was moved and seconded to bring the proposed resolution to the floor for discussion. Resolution "A" reads as follows:

Preamble

Council has noted a number of errors in the Bylaws where a Bylaw references an incorrect Bylaw number. This Amendment is only to correct the numbering errors.

WHEREAS The Owners, Strata Plan LMS 3316, pursuant to Division 2 of Part 7 of the *Strata Property Act*, S.B.C. 1998, may amend the Bylaws of their Strata Corporation;

AND WHEREAS The Owners, Strata Plan LMS 3316, wish to amend the Bylaws of their Strata Corporation;

BE IT RESOLVED by a 3/4 vote resolution of The Owners, Strata Plan LMS 3316, that the Bylaws of their Strata Corporation be amended as follows, such amendment to be effective upon the filing of an Amendment to Bylaws in prescribed form in the Land Title Office by amending Bylaws:

Which currently reads:

- 10.3 *The notice referred to in bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry.*

To read as follows:

- 10.3 *The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.*
-

Which currently reads:

- 19.2 *Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under Bylaw 20.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.*

To read as follows:

- 19.2 *Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under Bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.*
-

Which currently reads:

- 39.7 *Any resident's vehicle parked in violation of Bylaw 42.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.*

To read as follows:

- 39.7 *Any resident's vehicle parked in violation of Bylaw 39.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.*
-

Which currently reads:

- 39.8 *A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs. Note: cleanup or 48 hours*

To read as follows:

- 39.8 *A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.*
-

Which currently reads:

- 40.5 *A resident contravening bylaws 42.1 to 42.4 (inclusive) shall be subject to a fine of \$200.00.*

To read as follows:

- 40.5 *A resident contravening bylaws 40.1 to 40.4 (inclusive) shall be subject to a fine of \$200.00.*
-

Which currently reads:

- 42.3 *If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in Bylaw 44.1, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.*

To read as follows:

- 42.3 *If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in Bylaw 42.1, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.*
-

Which currently reads:

- 42.4 *If the limit stated in Bylaw 44.1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council shall grant permission and notify the owner of the same in writing as soon as possible.*

To read as follows:

- 42.4 *If the limit stated in Bylaw 42.1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council shall grant permission and notify the owner of the same in writing as soon as possible.*
-

Which currently reads:

- 42.5 *An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 45.1.*

To read as follows:

- 42.5 *An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 42.1.*
-

Which currently reads:

- 42.8 *Where an owner leases a strata lot in contravention of Bylaws 44.1, 44.2 or 44.3, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws 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.*

To read as follows:

- 42.8 *Where an owner leases a strata lot in contravention of Bylaws 42.1, 42.2 or 42.3, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws 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.*
-

Which currently reads:

- 44.6 *Subject to Bylaw 37.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.*

To read as follows:

- 44.6 *Subject to Bylaw 41.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.*
-

By amending these Bylaws, all Bylaws are hereby re-numbered sequentially.

With no discussion, the vote was called. The results were as follows:

21 IN FAVOUR, 0 OPPOSED, 0 ABSTAINED. **MOTION CARRIED.**

CONSIDERATION OF 3/4 VOTE RESOLUTION "B"
BYLAW ADDITION #42.9 – 42.11 – SHORT TERM LEASE

It was moved and seconded to bring the proposed resolution to the floor for discussion. Resolution "B" reads as follows:

Preamble

A number of Residents have raised concerns about short term rentals. Strata Council will allow Owners to decide if a revision of the current Bylaws need to be changed.

WHEREAS The Owners, Strata Plan LMS 3316 – Meridian by the Park, pursuant to Division 2 of Part 7 of the *Strata Property Act*, S.B.C. 1998, may amend the Bylaws of their Strata Corporation;

AND WHEREAS The Owners, Strata Plan LMS 3316 – Meridian by the Park, wish to amend the Bylaws of their Strata Corporation;

BE IT RESOLVED by a 3/4 vote Resolution of The Owners, LMS 3316 – Meridian by the Park in the attendance at this meeting in person or by proxy, that the Bylaws of their Strata Corporation be amended as follows, such amendment to be effective upon the filing of an amendment to Bylaws in prescribed form in the Land Title Office;

by *adding* the following Bylaw:

- 42.9 *No residential strata lot shall be occupied under a residential tenancy lease, contract, or license arrangement for transient, hotel or commercial purposes. An Owner must not use, or permit to be used, a residential strata lot except as a private residential dwelling home and specifically a residential strata lot is not to be used or occupied for transient, commercial or hotel purposes under a contract, license arrangement or any other form of agreement for transient, short-term rentals or short-term occupancy or accommodation of any kind, commercial hotel or hotel-like accommodation, a boarding house, house letting, a bed and breakfast or for any other short term accommodations, including without limitation, short-term accommodation advertised under the names "VRBO", "Airbnb", "Home Away" or monikers advertising, by newspaper, Craigslist, internet or otherwise, short-term occupancy or accommodation of any kind.*
- 42.10 *The term of rental of a strata lot must be a minimum of one (1) year, and the agreement is to be reviewed yearly by the Strata Council, with known infractions by tenants and concerns brought to the attention of the landlord.*
- 42.11 *An Owner wishing to lease a strata lot must apply in writing to the Council for permission to rent before entering into a tenancy agreement. The procedure to be followed is detailed below.*

By adding these Bylaws, all Bylaws are hereby re-numbered sequentially.

With no discussion, the vote was called. The results were as follows:

21 IN FAVOUR, 0 OPPOSED, 0 ABSTAINED. **MOTION CARRIED.**

**CONSIDERATION OF 3/4 VOTE RESOLUTION "C"
BYLAW AMENDMENTS – EXTERIOR LIGHTS**

It was moved and seconded to bring the proposed resolution to the floor for discussion. Resolution "C" reads as follows:

Preamble

To improve the level of security around the property, Council is of the opinion that increased lighting is advantageous.

WHEREAS The Owners, Strata Plan LMS 3316, pursuant to Division 2 of Part 7 of the *Strata Property Act*, S.B.C. 1998, may amend the Bylaws of their Strata Corporation;

AND WHEREAS The Owners, Strata Plan LMS 3316, wish to amend the Bylaws of their Strata Corporation;

BE IT RESOLVED by a 3/4 vote resolution of The Owners, Strata Plan LMS 3316, that the Bylaws of their Strata Corporation be amended as follows, such amendment to be effective upon the filing of an Amendment to Bylaws in prescribed form in the Land Title Office by amending Bylaws:

Which currently reads:

46.1 The owner of each strata lot shall leave their exterior lights on every evening from dusk to dawn.

To read as follows:

46. Exterior Lights

46.1 The owner of each strata lot shall leave their front and rear ground level exterior lights on every evening from dusk to dawn.

By amending these Bylaws, all Bylaws are hereby re-numbered sequentially.

Discussion:

An Owner noted that there were some units that had motion sensors that do not turn on. Council noted that those sensors are not aimed correctly. The same Owner noted motion sensors should be officially removed at the next AGM. Council commented that when motion sensors are functioning properly, they illuminate the area when a person triggers the sensor.

An Owner made a motion (Unit #22), which was seconded (Unit #33) to amend the Bylaw to read as follows:

46.1 The owner of each strata lot shall leave their front and rear access level exterior lights on every evening from dusk to dawn.

After some discussion, the vote was called. The results were as follows:

21 IN FAVOUR, 0 OPPOSED, 0 ABSTAINED. **MOTION CARRIED.**

With no discussion, the vote was called. The results were as follows:

21 IN FAVOUR, 0 OPPOSED, 0 ABSTAINED. **MOTION CARRIED.**

**CONSIDERATION OF 3/4 VOTE RESOLUTION "D"
BYLAW AMENDMENTS – #5.1 – 5.11 – PETS**

It was moved and seconded to bring the proposed resolution to the floor for discussion. Resolution "D" reads as follows:

Preamble

Currently, there are very little issues with Pets on the property. This is a good time to be proactive and update the Bylaws to avoid any potential future problems with dangerous dogs.

WHEREAS The Owners, Strata Plan LMS 3316 – Meridian by the Park, pursuant to Division 2 of Part 7 of the Strata Property Act, S.B.C. 1998, may amend the Bylaws of their Strata Corporation;

AND WHEREAS The Owners, Strata Plan LMS 3316 – Meridian by the Park, wish to amend the Bylaws of their Strata Corporation;

BE IT RESOLVED by a 3/4 vote Resolution of The Owners, LMS 3316 – Meridian by the Park in the attendance at this meeting in person or by proxy, that the Bylaws of their Strata Corporation be amended as follows, such amendment to be effective upon the filing of an Amendment to Bylaws in prescribed form in the Land Title Office;

by deleting the following Bylaws:

- 5.1 *A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these Bylaws.*
- 5.2 *A resident 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.*
- 5.3 *A resident must not keep a pet 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 two caged birds;*
 - (d) *two dogs and/or cats, being two in total.*

[(a "Permitted Pet").]
- 5.4 *A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.*
- 5.5 *A resident must notify the council upon obtaining a pet by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.*
- 5.6 *A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time within the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset may be delivered to the municipal pound at the cost of the strata lot owner.*
- 5.7 *A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.*
- 5.8 *A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.*

- 5.9 *A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.*
- 5.10 *A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.*
- 5.11 *A resident or visitor must not feed [wild] birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.*

And replacing with the following:

- 5.1 *In this Bylaw, an “aggressive dog” means:*
 - (a) *a dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or human beings, or;*
 - (b) *a dog which has bitten another domestic animal or human being without provocation, and;*
 - (c) *includes the following dog breeds:*
 - (i) *Staffordshire Bull Terrier, American Pit Bull Terrier and any dog generally recognized as a Pit Bull or Pit Bull Terrier and includes a dog of mixed breed with predominant Pit Bull or Pit Bull Terrier characteristics,*
 - (ii) *Presa Canarios and any mixed breed characteristics thereof,*
 - (iii) *Rottweilers and any mixed breed or characteristics thereof.*
- 5.2 *Aggressive dogs are not permitted to reside on a strata lot.*
- 5.3 *Any aggressive dog, while on common property or on land that is a common asset;*
 - (a) *must be muzzled to prevent it from biting another animal or person and;*
 - (b) *must be leashed with a leash that cannot exceed 1.2 meters in length.*
- 5.4 *Any aggressive dog, while on limited common property or patio, must be on a leash no longer than 1.2 meters in length.*
- 5.5 *A resident must apply to the Strata Council for written permission to keep a pet by registering the pet with the Strata Council within 30 days of the pet residing on a strata lot (or the passage of this Bylaw) and by providing, in writing, the name of the pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.*
- 5.6 *A resident or visitor must not permit a loose or unleashed permitted pet at any time within or on the common property or on land that is a common asset. A pet found loose on common property or on land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.*

- 5.7 *A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is, in the opinion of the Strata Council, a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.*
- 5.8 *If a resident contravenes Bylaws 5.2, the owner of the strata lot will be subject to a fine of \$200.00.*
- 5.9 *Notwithstanding Bylaw 5.12, a resident whose pet contravenes Bylaw 5.11 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.*
- 5.10 *A pet owner must ensure that a pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.*
- 5.11 *A pet owner must keep a permitted pet only in a strata lot, except for ingress and egress, and the resident or visitor must have the pet on a leash, in accordance with these Bylaws, in the interior of the building, including the elevator.*
- 5.12 *A strata lot owner must assume all liability for all actions by a permitted pet, regardless of whether the owner had knowledge, notice of forewarning of the likelihood of such action.*
- 5.13 *A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or on land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or on land that is a common asset.*
- 5.14 *A resident who contravenes any of the Bylaws 5.1 to 5.4 (inclusive), 5.6 to 5.13 (Inclusive) will be subject to a \$200.00 fine.*

By deleting / amending /adding these Bylaws, all Bylaws are hereby re-numbered sequentially.

An Owner commented that Bylaw 5.4 (*A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family*) should not be omitted. Other Owners chimed their agreement.

The Owner (unit #42) motioned to add Bylaw 5.4 to the list as 5.14 and renumber 5.14 as 5.15. This motion was seconded (Unit 20)

After some discussion, the vote was called. The results were as follows:

21 IN FAVOUR, 0 OPPOSED, 0 ABSTAINED. **MOTION CARRIED.**

With no further discussion, the vote was called. The results were as follows:

21 IN FAVOUR, 0 OPPOSED, 0 ABSTAINED. **MOTION CARRIED.**

ELECTION OF COUNCIL

The Chairperson advised that under the Bylaws of the Strata Corporation the Council must consist of a minimum of 3 to a maximum of 7. Those persons elected to the Council at this meeting will hold office until the next Annual General Meeting.

The following persons agreed to stand for Council:

- Kin Leong
- Michel Gagnon
- David Mah
- Young Seok Lee
- Lisa Chow (nominated)
- Natalie Ridout (nominated)

Hearing no objections, the above-noted were elected by majority vote.

GENERAL DISCUSSION

- An Owner commented that a unit (that faces the park) has secured boards on the unit; thus causing a potential damage to common property. The Strata Manager has asked for photos.
- An Owner suggested upgrading all the lights on the property to improve security. Council noted there are currently 4 different styles (locations) that need to be uniform in styling. Costs will be determined during the fiscal year. The project would probably need to be phased in over 2 years.
 - Gardens (light bollards)
 - Steps (box style)
 - Front door lights
 - Back patios

TERMINATION OF MEETING

There being no further business, it was moved to terminate the meeting at 8:40 p.m.
MOTION CARRIED.

FirstService Residential BC Ltd.



Steven Loo
Strata Manager
Per the Owners
Strata Plan LMS 3316

SL/cn

Email: Steven.Loo@fsresidential.com
Direct Line: 604.689.6969
General: 604.683.8900 (24 hours emergencies)
Customer Care Centre: 1.855.273.1967 (24 hours non-emergency)

www.fsresidential.com

Please keep a copy of these minutes for future reference, which will be required at the time of sale. A charge, as per the *Strata Property Act*, will be assessed for replacement copies.

FSRConnect™

FirstService Residential provides a complimentary website for each of its strata clients. The website gives residents and owners secured log-in and access to:

- | | |
|---|--|
| ✓ <i>Account balance & history</i> | ✓ <i>Owner's profile update</i> |
| ✓ <i>Meeting minutes</i> | ✓ <i>Bylaws and rules</i> |
| ✓ <i>Building notices & announcements</i> | ✓ <i>Insurance summary of coverage</i> |
| ✓ <i>Other strata documents such as engineering report, depreciation report, homeowner's manual, etc.</i> | ✓ <i>Event calendars</i> |

It also allows your Strata Manager to send you emergency alerts via the contact numbers as indicated in your registered profile.

To sign up, please visit the following site to complete the **FSRConnect** Registration form:

<https://www.fsresidential.com/british-columbia/homeowners/forms/fsrconnect-information-collection-form>

FIRSTSERVICE OFFERS CONVENIENCE!

1. ***Pre-Authorized Debit Payment (PAD)***

For Owners who wish to enroll in our PAD for the 1st time, a copy of our PAD Agreement can be downloaded from our website at www.fsresidential.com under the "Forms" section.

2. ***Online/Telephone Banking***

FirstService offers convenience! Our office has established electronic banking relationships with the major chartered banks and all participating credit unions in BC (i.e. Vancity, Coast Capital Savings, etc.) to make it easier for you to remit your Strata fees, special levies, etc.

I'M INTERESTED, HOW DO I DO THIS?

1. Go to bill payment option and set up "**FirstService Residential (Strata)**" as a vendor.
2. You will be required to provide your FirstService personally assigned unique reference number (without dashes or spaces). This number can be found in your FirstService correspondence.
3. Enter your payment amount and payment date. You should also be able to set this up as a recurring payment every month.

WHEN SHOULD I MAKE MY PAYMENTS?

It takes 1 to 3 business days for us to receive your payment depending on your financial institution. Please note it is the customer's responsibility to ensure that payments are received by FirstService Residential by the due date to avoid any late payment fines.

LMS 3316-MERIDIAN BY THE PARK

Approved Budget

Oct 01, 2016 to Sep 30, 2017

INCOME

FEES

Operating Fund Contribution	132,362
Contingency Fund Contribution	35,521
TOTAL FEES	167,883

TOTAL INCOME

167,883

EXPENSES

OPERATING EXPENSES

Audit	210
Caretaker Wages & Benefits	3,120
Door / Gate	1,000
Electricity	8,700
Fire Prevention	2,200
Garbage Removal	4,500
Grounds-Improvements	3,000
Grounds-Maintenance	29,000
Insurance	50,375
Legal Fees	189
Management Fees	13,525
Miscellaneous	1,300
Pest Control	1,500
Repair and Maintenance	16,000
Snow Removal	1,000
Special Projects	38,000
Supplies	800
TOTAL OPERATING EXPENSES	174,419

Reserve - Contingency Fund	35,521
Transfer to Contingency	20,425
TOTAL EXPENSES	230,365

CURRENT YEAR SURPLUS / (DEFICIT)

(62,482)

Operating Surplus (Deficit) Balance Forward	62,800
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ENDING OPERATING SURPLUS / (DEFICIT)

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LMS 3316-MERIDIAN BY THE PARK

Approved Strata Fee Schedule

Oct 01, 2016 to Sep 30, 2017

<u>Strata</u> <u>Lot #</u>	<u>Unit Address</u>	<u>Unit</u> <u>Entitlement</u>	<u>Monthly</u> <u>Strata Fees</u>
1	#1 - 6670 Rumble Street	149	\$ 275.70
2	#2 - 6670 Rumble Street	149	275.70
3	#3 - 6670 Rumble Street	149	275.70
4	#5 - 6670 Rumble Street	149	275.70
5	#6 - 6670 Rumble Street	149	275.70
6	#7 - 6670 Rumble Street	149	275.70
7	#8 - 6670 Rumble Street	149	275.70
8	#9 - 6670 Rumble Street	149	275.70
9	#10 - 6670 Rumble Street	153	283.10
10	#11 - 6670 Rumble Street	143	264.60
11	#12 - 6670 Rumble Street	138	255.34
12	#15 - 6670 Rumble Street	138	255.34
13	#16 - 6670 Rumble Street	143	264.60
14	#17 - 6670 Rumble Street	173	320.10
15	#18 - 6670 Rumble Street	174	321.96
16	#19 - 6670 Rumble Street	145	268.30
17	#20 - 6670 Rumble Street	130	240.54
18	#21 - 6670 Rumble Street	130	240.54
19	#22 - 6670 Rumble Street	135	249.79
20	#23 - 6670 Rumble Street	146	270.15
21	#25 - 6670 Rumble Street	131	242.39
22	#26 - 6670 Rumble Street	134	247.94
23	#27 - 6670 Rumble Street	126	233.14
24	#28 - 6670 Rumble Street	131	242.39
25	#29 - 6670 Rumble Street	140	259.04
26	#30 - 6670 Rumble Street	139	257.19
27	#31 - 6670 Rumble Street	129	238.69
28	#32 - 6670 Rumble Street	132	244.24
29	#33 - 6670 Rumble Street	124	229.44
30	#35 - 6670 Rumble Street	132	244.24
31	#36 - 6670 Rumble Street	129	238.69
32	#37 - 6670 Rumble Street	138	255.34
33	#38 - 6670 Rumble Street	140	259.04
34	#39 - 6670 Rumble Street	140	259.04
35	#40 - 6670 Rumble Street	138	255.34
36	#41 - 6670 Rumble Street	138	255.34
37	#42 - 6670 Rumble Street	140	259.04
38	#43 - 6670 Rumble Street	140	259.04
39	#45 - 6670 Rumble Street	138	255.34
40	#46 - 6670 Rumble Street	135	249.79
41	#47 - 6670 Rumble Street	125	231.29
42	#48 - 6670 Rumble Street	138	255.34

LMS 3316-MERIDIAN BY THE PARK

Approved Strata Fee Schedule

Oct 01, 2016 to Sep 30, 2017

<u>Strata Lot #</u>	<u>Unit Address</u>	<u>Unit Entitlement</u>	<u>Monthly Strata Fees</u>
43	#49 - 6670 Rumble Street	140	\$ 259.04
44	#50 - 6670 Rumble Street	140	259.04
45	#51 - 6670 Rumble Street	128	236.84
46	#52 - 6670 Rumble Street	159	294.20
47	#53 - 6670 Rumble Street	156	288.65
48	#55 - 6670 Rumble Street	156	288.65
49	#56 - 6670 Rumble Street	155	286.80
50	#57 - 6670 Rumble Street	159	294.20
51	#58 - 6670 Rumble Street	156	288.65
52	#59 - 6670 Rumble Street	156	288.65
53	#60 - 6670 Rumble Street	159	294.20
Total =		<u>7,561</u>	<u>\$ 13,990.21</u>
Total Annual Strata Fees (X 12 months)			<u>\$ 167,882.52</u>

The monthly strata fee includes a 26.84% contribution to the Contingency Reserve Fund.