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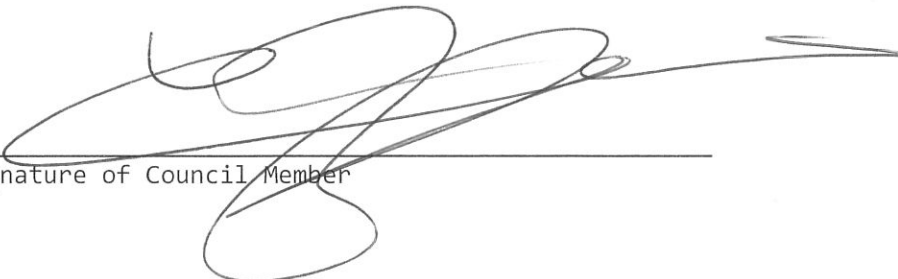
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan **NW2427** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual General Meeting held on ***August 20, 2013**.


Amendments attached.



Signature of Council Member



Signature of Council Member



Signature of Property Manager, Branka Pavlovic

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

**Annual General Meeting
Strata Plan NW2427,
High Point Court
August 20, 2013**

Resolution C – Approval of Bylaw Amendments

Be it resolved as a separate and distinct resolution by a ¾ vote of the Owners, Strata Plan NW2427, High Point Court, to hereby approve the amendments to the Bylaws of the Strata Corporation as presented. These approved Bylaws will replace all previously registered Bylaws.

Proposed Amendment: Division 5; Section 31 – Voting

Replace 31 (2): An owner whose strata lot is eligible to be liened pursuant to Bylaw 35(5) shall be ineligible to vote on any resolutions other than unanimous resolutions considered at on Annual or Special General Meeting.

By: No owner is entitled to vote at a General Meeting unless all contributions owing have been paid in full.

Strata Plan NW 2427 - High point Court
Bylaws
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STRATA PLAN NW 2427 - HIGH POINT COURT
BYLAWS

DIVISION 1 - DUTIES OF OWNERS, OCCUPANTS AND VISITORS

Payment of strata fees

- 1 An owner must pay strata fees in accordance with section 35.4.

Repair and maintenance of property by Owner

- 2 (1) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) An Owner who has the use of limited and/or exclusive use of common property must repair and maintain it, except for repair and maintenance That is the responsibility of the Strata Corporation pursuant to these Bylaws.
- (3) An Owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her Strata Lot other than work for the benefit of more than one strata lot or for the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Strata Lot.
- (4) An owner shall keep any common property designated as limited common property for the exclusive use of his Strata Lot , patio or balcony clear from leaves, moss, algae, snow, ice or slush.

Use of property

- 3 (1) An Owner 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 unusual or objectionable noise or odour,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal or inconsistent with the intent of these Bylaws, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An owner shall not permit occupation of his strata lot as a primary residence by anyone less than 45 years of age, family members included, except with written permission of the Council.

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- (3) The Strata Lot shall not be used for commercial or professional purposes which may be illegal or contrary to any government or municipal rules or ordinances or is Injurious to the reputation of the condominium development or its Owners. Home Occupation use may be permitted subject to the provisions of the applicable municipal Bylaw.
 - (4) The Strata Lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse, but not to exceed 3 people in total.
 - (5) When the purpose for which a Strata Lot is intended to be used is shown expressly or by implication on or by the registered Strata Plan, the Strata Lot shall not be used for any other purpose. Or permitted to be so used.
 - (6) The Strata Lot shall not be used as a motel or hotel accommodation for transient residents.
 - (7) An Owner, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these Bylaws or Insure under section 149 of the ACT.
 - (8) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a Strata Lot, the common property or limited common property -which Will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation/ or Strata Lot Owners.
 - (9)
 - (a) Parking - An owner shall not use and shall not permit any occupant of his strata lot to use any parking stall except the one assigned by the Strata Corporation for his exclusive use, unless his application to rent supplement parking has been accepted and parking fees paid..
 - (b) Council shall assign rental parking stalls, and the rental fee for such stalls shall be established by the Strata Corporation from time to time and be paid on a monthly basis.
 - (c) Only one rental parking stall per strata lot may be rented and 50% of the stalls not assigned for the exclusive use of individual owners shall be reserved for visitors.
 - (d) Parking is not permitted in the common driveway.

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- (e) No recreational vehicles (as defined by Council), boat or derelict vehicles may be parked anywhere on the property and only one vehicle may be parked in a parking stall without prior written permission of Council.
 - (f) No uninsured vehicle shall be stored or parked on common property. Owners of motor vehicles not displaying valid licence plates must provide the Strata corporation with proof of liability insurance (minimum \$1,000,000.00
 - (g) Sub-leasing of rental parking stalls shall not be permitted. Contravention shall result in forfeiture of said rental parking stall.
 - (h) Supplemental parking stall fee is increased to \$25.00 per month as of August 1, 2008.
 - (i) Should an owner occupant no longer require their rental parking stall for a vehicle which is registered to the corresponding unit, that stall shall be relinquished for re-assignment. All exceptions shall be brought to Council for consideration.
- (10) No material substance, especially burning material such as cigarettes or matches, shall be thrown out or permitted to fall out of any window, door, balcony or other part of a Strata Lot, common property or limited common property.
- (11) An Owner shall not allow his or her Strata Lot and limited common property to become untidy or unsanitary. Rubbish, dust, garbage, boxes, packing cases or the like shall not be thrown, piled, or stored on the Strata Lot, limited common property or common property. The Strata Council shall be at liberty to remove rubbish and clean up the limited common property, common property or Strata Lot and charge the expense to the Owner involved.
- (12) An Owner or occupant of the Strata Lot shall not deposit refuse or garbage on or about the common property other than in designated containers. Any material other than ordinary household refuse or garbage shall be removed from the property by the Owner at his/her cost.
- (13) The placing of items on patios and balconies shall be limited to hanging baskets, free standing self-contained planter boxes, summer furniture and accessories, and barbecues (fueled) by natural gas, propane gas or electricity only; use of charcoal is not permitted). Any damage, other than normal wear and tear, to patios or balconies caused by items placed by an Owner shall be repaired at the expense of the Strata Lot. Gas barbecues stored indoors, including garages, must have the propane tanks removed and stored separately away from the unit, on the deck or the patio.

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- (14) The Owner of a Strata Lot is responsible for the cleanliness of the lot.
- (15) (a) Pets - An Owner, 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.
- (b) An owner or occupant must obtain written permission from the Strata Council prior to keeping a pet in his/her Strata Lot.
- i) "No more than one (1) small breed dog or one (1) cat is permitted in a strata lot, which shall not exceed a height of (12") measured from the ground back to the top of the shoulder at full maturity. "
- ii) An Owner shall not keep any animals, birds, livestock, fowl, rodent, exotic animals, or pets on his/her strata lot or the common property, except a pet specifically permitted in writing by the Strata Council, such permission not being transferable to another pet or subsequent strata lot owner.
- (c) The Owners of pets shall be fully responsible for the behaviour of the pets within the Strata Lots and common property and if any pet is deemed, after Notice and the provision of any Hearing as set out in the Strata Property Act, to be a nuisance by the Strata Council, it shall be removed from the development within thirty (30) days from the receipt of Notice from the Strata Council indicating that the pet is to be removed. If the Owner fails to comply within (7) days of receiving Notice, the Owner will be fined \$50.00 per month, or portion thereof, during which the offending pet continues to occupy the premises.
- (d) No Strata Lot Owner or visitor will permit a dog to travel or walk on the common areas of the Strata Plan unless controlled on a leash of six feet or less.
- (e) The Owner of a Strata Lot will be responsible for the clean-up, damage or repair caused by their pets or any pets that their guests may bring into the development, Failure to remove all excrement from the common property will result in a \$25.00 fine for each occurrence, in addition to any removal/repair costs.
- (f) No Strata Lot Owner shall feed pigeons, gulls, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan.
- (16) The Strata Council shall administer all recreational facilities, and any rules formulated by the Strata Corporation from time to time shall be binding upon all Owners, occupants, residents and visitors.
- (17) Cycling, rollerblading, skateboarding or the use of other non-motorized wheeled apparatus on common property is prohibited.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- 5 (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alterations to a Strata Lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building;
 - (e) fences, railings or similar structures that enclose a patio, balcony or common or limited common property;
 - (f) common property located within the boundaries of a Strata Lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
 - (h) a, b, c, d, e, f, and g, are the responsibility of the Strata Corporation.
- (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 related to the alteration(s), provide satisfactory evidence that the alteration(s) comply with all building codes that all necessary permits have been obtained, and in the case of structural alterations, provide a written opinion from a qualified architect, engineer or similar Professional indicating the structural integrity of the building has been maintained, and execute an Indemnity Agreement. All costs associated with obtaining the aforesaid information shall be the responsibility of the Owner requesting the alteration(s).
- For greater certainty, a structural alteration is defined to be any alteration which results in a difference between the physical layout of the Strata Lot and the "as built drawings" which were provided to the Strata Corporation by the Developer, and shall include any removal, addition or alterations of any wall, doorway, floor or ceiling or which will change the normal use of the room.

Under no condition will an alteration be permitted which alters the exterior appearance of the building without approval of the Owners by $\frac{3}{4}$ vote resolution.

- (3) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written consent of the Strata Council.
- (4) No awning, shade screen, smoke stack, radio or television antenna shall be hung from, protrude out of, be placed on or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
 - (a) All requests for the installation of a satellite dish on common or limited common property will be considered by Strata Council on an individual basis. The minimum requirement to install a satellite dish: Maximum of 18 inch diameter, colour, be free standing (not fixed to a wall or deck surface) concealment, wires to enter the building through an existing opening. Upper units, the dish height should be kept below the level of the railing.
Note; Installation may not be possible due to building orientation in relation to the direction the dish must face to be fully functional.
- (5) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of the Strata Lot so that they are visible from the outside of the building.
- (6) The outside of the buildings shall be uniform in colour.
- (7) Drapes or blinds visible from the exterior of any Strata Lot shall be cream or white in colour. No enclosures of limited common property, including, without limitation, any balcony or patio or other structural alteration either to the interior or exterior of the building or Strata Lot shall be made without the previous written consent of the Strata Corporation having been first obtained.
- (8) No alterations to the electrical wiring, plumbing, piping, venting, gas supply, telecommunication or other service on the Strata Lot or within any walls or on the common property shall be made without the previous written consent of the Strata Corporation having been first obtained.

Obtain approval before altering common property

- 6 (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to common property, limited common property, or common assets, including, but not limited to, the painting of the exterior, attachment of sunscreens or greenhouses, the attachment of exterior blinds, balcony enclosures, awnings, trellises, planters, antennas or similar items or structures. An Owner shall not add to his balcony floor any paint or any other surfacing material except those approved in writing by the Council, and if any unauthorized changes are made to the balcony floor, the Strata Corporation shall under no circumstances be responsible for any damage caused by leaking of water from any balcony so altered or resurfaced.
- i) Strata Council will consider all requests to erect a storage shed based on location, over all dimensions, colour, manufacturing material, free standing. The listed requirements are applicable to both lower and upper level units.
 - ii) Air conditioning units: Indoor air conditioning units should be free standing floor units under 15000 BTU. Exhaust hose/ducts should be vented flush with the window or balcony/patio door frame. Window mounted AC appliances are not permitted.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses related to the alteration.
- (3) The Schedule of Indemnity Agreements attached hereto as Schedule "A" denoting those Strata Lots whose common area alterations are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.

Permit entry to Strata Lot

- 7 (1) An Owner, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - i) to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure pursuant to section 149 of the Act, or

- ii) for the purpose of inspecting the lot and maintaining, repair or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or common property, or
 - iii) for the purpose of ensuring that the Bylaws are being observed.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for the entry.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8 (1) The Strata Corporation shall:
- (a) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators (if any), recreational facilities (if any), and any apparatus and equipment used in connection with the common property, common facilities or other assets of the Corporation;
 - (b) maintain all common areas, both internal and external, including lawns, gardens, parking, clubhouse, gazebos and storage areas, public halls and lobbies;
 - (c) maintain and or repair, including renewal where reasonably necessary, the pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or common property;
 - (d) maintain and repair the exterior of the buildings, including the decorating of the whole of the exterior of the buildings.
- (2) The Strata Corporation shall repair and maintain:
- (a) 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:

- (7) An Owner shall not cause damages to trees, plants, bushes, flowers, or lawn and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or maintenance of the grounds generally.
- (8) An Owner, or any other occupant of a Strata Lot, shall not, without the prior written consent of the Strata Council, plant a vegetable garden on the common property.

9 Powers of the Strata Corporation

(1) The Strata Corporation Shall:

- (a) collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution;
- (b) 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 Corporation;
- (c) be at liberty to assess and collect interest as specified by the Strata Property Act;
- (d) enforce the Bylaws, Rules and Regulations of the Strata Corporation;
- (e) give authority to a readily accessible resident representative and the authorized management company to grant entry to the common property to the municipal departments of Building, Health, Assessment and Fire for emergency or inspection purposes
- (f) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect to the land included in the Strata Plan or buildings, common facilities, or assets of the Strata Corporation.

(2) The Strata Corporation may:

- (a) borrow money required by it in the performance of its duties or the exercise of its powers;
- (b) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (c) invest as it may determine in separate accounts money in fund for administration expenses, or in the Contingency Reserve Fund ;
- (d) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation;

- (e) make an agreement with an Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier;
- (f) grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, in accordance with section 76 of the Strata Property Act;
- (g) designate an area as limited common property and specify the Strata Lots that are to have the use of the limited common property;

- (h) join any organization serving the interest of the Strata Corporation and assess the membership fee in the organization as apart of the common expenses;
- (i) obtain and retain by contract the services of a professional real property management firm or professional real property manager (the Manager) for such purposes and only such terms as the Council may from time to time decide.

10 Corporate Seal

The Strata Corporation shall have a corporate seal, which shall not be used except by authority of the Council previously given and in the presence of the members of the Strata Council or at least two members of it, who shall sign every document to which the seal is affixed. Where there is only one member of the Strata Corporation, his or signature is sufficient for the purpose of this section, and, if the only member is a Corporation, the signature of the appointed representative on the Strata Council shall be sufficient for the purpose of this section.

Division 3 - Council

Council size

- 11 (1) The Strata Council shall consist of not less than three nor more than seven Owners and shall be elected at each Annual General Meeting.

Council members' term

- 12 (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.

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- (2) A person whose term as Council member is ending is eligible for re-election for a maximum of three (3) consecutive terms X
 - (3) Each volunteer or nominee for Council must be approved by fifty one percent 51% of the Owners present or by proxy at an Annual General Meeting or Special General Meeting. Voting will be by a show of hands or by secret ballot.

Owners will be asked to indicate the preferred voting method to be used

Removing Council member

- 13 (1) The Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (2) After removing a Council member, the Strata Corporation may hold an election at the same Annual or Special Meeting to replace the Council member(s) for the remainder of the term.

Vacancies

- 14 (1) The office of a member of the Strata Council shall be vacated if the member:
 - (a) by notice in writing to the Strata Council resigns his or her office, or
 - (b) ceases to be an Owner, or
 - (c) is eligible to be liened, or
 - (d) becomes of unsound mind, or
 - (e) is in contravention of any Bylaw for a period exceeding 30 days.

Replacing a Council member

- 15 (1) If a Council member resigns or is unwilling or unable to act for a period of two 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on Council.
- (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.

- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and Bylaws respecting the calling and holding of meetings.

Officers

- 16 (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice-President .
- (3) The Vice-President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the Presidents's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council meetings

- 17 (1) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit subject to any provisions of the Strata Property Act.
- (2) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (3) The notice does not have to be in writing.
- (4) A Council meeting may be held on less than one week's notice if
 - (a) all Council members consent in advance of the meeting, or

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- (b) the meeting is required to deal with an emergency situation, and all Council members either:
 - i) Consent in advance of the meeting, or
 - ii) are unavailable to provide consent after reasonable attempts to conduct them

 - (5) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

Requisition of Council hearing

- 18 (1) By application in writing, stating the reason for the request, an Owner tenant may request a hearing at a Council meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the the applicant a written decision within one week of the hearing.

Quorum of Council

- 19 (1) A quorum of the Council is 2 where the Council consists of 4 or fewer members, 3 where the Council consists of 5 or 6 members, and 4 where it consists of 7 members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing a quorum.
- (3) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

Council meetings

- 20 (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council meetings as observers, providing they notify the President at least 24 hours in advance of the meeting.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
- (a) Bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction Bylaws exemption hearing under section 144 of the Act;
 - (c) any matters if the presence of the observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 21 (1) At Council meetings, decisions must be made by a MAJORITY Council members present in person at the meeting.
- (2) Unless there are only 2 Strata Lots in the Strata Plan, if there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes by numbers "for and against".

Council to inform Owners of minutes

- 22 The minutes of the Strata Council and General Meetings will be made available within 21 days of the date of the meeting.

Delegation of Council's powers and duties

- 23 (1) Subject to subsections (2) to (4), the Council may delegate some or all of its power and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3)
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purpose for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person should be fined, and the amount of the fine, or
 - (b) whether a person should be denied access to a recreational facility.

Spending restrictions

- 24 (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite subsection (1), the Council or its designate 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.
- (3) The maximum amount of unapproved expenditures is established at \$ 2000.00 or 10 % of the annual operating budget, whichever is the greater.

Limitation on liability of Council member

- 25 (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgement against the Strata Corporation.
- (3) The standard of care and conduct for Strata Council members shall be as follows:
- (a) All Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owner. All Council members shall comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Strata Property Act.
 - (b) Any duality of interest or possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Council members at the first meeting of the Strata Council at which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made.
 - (c) Any contract or transaction between the Strata Corporation and a Strata Council member must be commercially reasonable to the Strata Corporation at the time it is authorized, ratified, approved or executed.
 - (d) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the amended quorum situation.
 - (e) Notwithstanding the generality of the foregoing, for the purpose of this policy a Strata Council member shall be deemed to be so interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500.00 in the firm.
 - (f) The foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

Division 4 - Enforcement of Bylaws and Rules

Violation of Bylaws

- 26 (1) An infraction or violation of these Bylaws or any Rules and Regulations established under them on the part of an Owner, his or her employees, agents, invitees or tenants may be corrected, remedied or cured by the Strat Corporation.
- (2) Any costs or expense so incurred by the Corporation shall be charged to that 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 costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due payable on the date of payment of the monthly assessment.
- (3) The Strata Corporation may recover from an Owner by an action for debt in a Court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the Owner, his or her employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any Rules and Regulations established under them, and there shall be added to any amount found due, all costs of such action including costs as between solicitor and own client expenses on indemnity basis.

Maximum fine

- 27 (1) The Strata Corporation may fine an Owner or tenant a maximum of
- (a) \$200.00 for each contravention of a Bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- (2) Pursuant to the provisions of section 171 (4) of the Strata Property Act, the authority referred to in subsection (2) of that section is not required for a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine.

Continuing contravention

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

Division 5 - Annual and Special General Meetings

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

Participation by other than eligible voters

- 30 (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

- 31 (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) An Owner whose Strata Lot is eligible to be liened pursuant to Bylaw 35 (5) shall be ineligible to vote on any resolutions other than unanimous resolutions considered at an Annual or Special General Meeting of the Strata Corporation.
(Adopted by $\frac{3}{4}$ vot resolution by the owners on July 3, 2003)
- (3) At an Auuual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

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- (4) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
 - (5) 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.
 - (6) 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, or Chairperson, may break the tie by casting a second, deciding vote.
 - (7) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 32 (1) The order of business at Annual and Special General Meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting card;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last Annual or Special General Meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;

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- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a Council, if the meeting is an Annual General Meeting;
 - (n) terminate the meeting.
- (2) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourning meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- (3) All notices of Annual or Special Meetings will be sent via mail to the last known address of the Strata Lot Owner.

Division 6 - Dispute Resolution

- 33 A dispute among Owners, tenants, the Strata Corporation or any combination of them shall be resolved in accordance with the powers, authorities and limitations set out in sections 129 - 138 and 170 - 173 of the Strata Property Act.

Division 7 - Finances

Common expenses

- 34 (1) The Strata Lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaws.
- (2) Where the Strata Plan consists of more than one or more type of Strata Lot, the common expenses shall be apportioned in the following manner:

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- (a) common expenses attributable to one or more type of Strata Lot shall be allocated to that type of Strata Lot and shall be borne by the Owners in proportion that the unit entitlement of the Strata Lot bears to the aggregate unit entitlement of all types of Strata Lots concerned,
 - (b) common expenses attributable to a particular type or types of Strata Lot shall be allocated to all Strata Lots and shall be borne by the Owners in proportion to the unit entitlement of their Strata Lots.
 - (c) Where a Strata Plan includes limited common property, expenses attributable to the limited common property which would not be expended if the area had not been designated as limited common property shall be borne by the Owners of the Strata Lots entitled to use the limited common property to the unit entitlement of their Strata Lots.

Annual Budget and Maintenance Assessments

- 35
- (1) At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all Owners shall pay a monthly assessment in accordance with their unit entitlement.
 - (2) Prior to the 1st day of the month of the fiscal year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
 - (3) Prior to the 15th day of the last month of each fiscal year the Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the assessment for his contribution towards the common expenses of the year.
 - (4) The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal monthly installments, in advance, commencing on the 1st day of the fiscal year.
 - (5) Monthly maintenance payments are due and payable on the 1st day of each month in advance. Maintenance fees not received within fifteen (15) days of the due date shall be subject to a \$50.00 administration fee in addition to late payment interest as set by the regulations (Strata Property Act). Payment plus interest and

administration fee not received by the 15th day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid maintenance fees shall be on the 2nd day of the month the maintenance fees are due, a lien will be place on the Strata Lot at the Owner's expence for the total monies due, including interest and administration fees, if all fees due are not paid after a 45 day period.

- (6) Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid assessment then due from such Owner.
- (7) If at any time it appears that the annual assessment of contribution towards the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated common expenses. The Strata Corporation shall give notice of such further assessment to all Owners which shall include a written explanation setting out the reason for the assessment and each assessment shall be due and payable by each Owner in the Strata Corporation.

Division 8 - Leasing or Renting of Strata Lots

- 36 (1) (a) Subject to the provisions of this bylaw, a strata lot shall be Owner occupied only, with the following considerations and exceptions:
- (i) Notwithstanding paragraph (a), where cases of undue hardship arise, the owner may make a written request to the Council for permission to rent a strata for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not granted, the Council shall not unreasonably withhold said permission;
 - (ii) Notwithstanding paragraph (a), the rental of a strata lot may be made to a member of the "family" of the owner, meaning:
 - a. The spouse of the Owner;
 - b. A parent or child of the Owner;
 - c. A parent or child of the spouse of the owner, where "spouse of the owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like-relationship between persons of the same gender.

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- (2) Should any Owner of a Strata Lot lease or rent the Strata Lot in contravention of the limitations contained in this Bylaw, the Strata Council shall be entitled to take any or more of the following actions:
- (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the Strata Lot; or
 - (b) Notwithstanding section 25 (1) of these Bylaws, levy a fine not to exceed \$500.00 for each month in contravention, such fine to be added to and from part of the month's assessment or levy to be collected by the Strata Corporation from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) Seek a declaration of any Court of competent jurisdiction with regard to the enforcement with limitations and/or an injunction to prevent the continued rental or lease of such Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and client basis by the Strata Corporation; and
 - (d) Should any portion of this Bylaw be deemed unenforceable by any Court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Bylaw, each sub-paragraph herefore shall be deemed a separate provision and severable, and the balance of the provision contained herein shall remain in full force and effect.

Division 9 - Moving and Resale

- 37 (1) Owners are to notify the Strata Corporation/Strata Council forthwith of any agreement to sell or lease his strata lot and upon any change of ownership or other dealings affecting the title of his lot and provide the Strata Corporation with the name and address of the proposed purchaser or leasee. The name of the solicitor, notary public, person or body corporate, handling the conveyance of the strata lot and date of completion of the sale or beginning of the lease term.

- (2) It will be the express responsibility of the Owner to ensure that all moves in and out of the Owner or residence conform to the regulations as established by the Strata Council from time to time.
 - (3) Owners and/or their realtors are permitted to hang real estate signs from the signpost installed at each entrance to the Strata Corporation. Real estate signs are to be removed from the signposts within two weeks of the sale of the strata lot.
 - (4) A charge of \$50.00 will be levied against the Strata Lot for each move into the Strata Lot, whether by Owner or tenant. This charge is to help defray the administration and maintenance costs of such changes in Ownership or tenancy and will be levied automatically.
 - (5) In those cases where a change of ownership does not involve a change of occupant, an administrative fee of \$50.00 will be levied against the Strata Lot.
- 38 (1) The Strata Corporation shall:
- (a) obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement value as required by sections 149 and 150 of the Strata Property Act;
 - (b) on the written request of an Owner or mortgagee of the Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
 - (c) review annually the adequacy of the insurance;
 - (d) pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act.
 - (e) obtain and maintain insurance in respect of other perils, including liability, as provided in Section 149 and 150 of the Strata Property Act.
- (2) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:

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- (a) to establish and maintain a plan for setting the deductible portion of insurance claims;
 - (b) to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
 - (c) to enforce and collect all costs as determined in (a) and (b) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative costs in the same manner and , subject to the special to the special powers of the Strata Corporation under the Act and the Bylaws of the Strata Corporation may be collected from Owners.
- (3) Where the individual Owner's conominium insurance standard policy and the Strata Corporation's insurance policy overlap in coverage the following policy is adopted:
- (a) Where an insurance incident occurs exterior to the walls of a condominium unit and causes damage to the property within the walls of the unit which, in the opinion of the Strata Corporation, is not caused by negligence of the Owner, the claim is against the Strata Corporation policy and the Strata Corporation funds will be used to pay the deductible;
 - (b) Where an incident occurs exterior to the walls of a condominium unit and causes damage to the Owner's interior property which, in the opinion of the Strata Corporation, is caused by the Owner, the claim will be against the Strata Corporation policy; however, the property Owner will be responsible for all or a portion of the deductible. The portion of the deductible to be paid by the property Owner to be determined by the Strata Corporation in its sole discretion;
 - (c) Where an incident occurs within the walls of a condominium unit and causes damage to property within the walls of the same condominium unit, the claim is against the Strata Lot Owner as a named insured on the policy, and the deductible is the responsibility of the property Owner.
 - (d) Owners are to ensure that Home Owner/Condominium Insurance is maintained on the individual Strata Lot for the full period of ownership.

Division 11 - Severability

- 39 The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in force and effect as if such invalid portion had never been included herein.