

Sea Vista Strata Plan N.W. 367
15041 Prospect Avenue,
White Rock, B.C.
V4B 2B5

DIVISION 1 - DUTIES OF OWNERS AND VISITORS

1. BYLAWS:

All owners and visitors must comply with the bylaws and rules of the Strata Corporation adopted from time to time. The bylaws of Strata Plan N.W. 367 are as follows:

2. AGE RESTRICTION:

N.W. 367 is an age-dedicated building. No one under the age of 25 may reside in any N.W. 367 strata lot, except as a casual visitor.

3. OCCUPANCY RESTRICTION:

The strata lot shall be occupied as a single-family residence only. No more than four (4) adults are permitted to occupy any one lot, except with special permission from council.

4. PAYMENT OF STRATA FEES:

- 1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (a) Unpaid monthly strata fees that remain unpaid on the second day of the month are subject to a late penalty of \$ 25 for each month they have been outstanding.
 - (b) A penalty of \$25 will be charged on NSF cheques.
 - (c) If an owner is late in paying his/her strata fees the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing to the last day of the month in which it is paid.
- 2) To facilitate strata accounting, twelve (12) (or as applicable) postdated cheques shall be issued for the current budget year for maintenance fees.
- 3) The sum of \$75 will be levied against a strata lot on each occasion there is a change in occupancy whether by a tenant or an owner. The \$75 fee is to be designated a move-in fee and is chargeable against the strata lot owner and is due and payable immediately after the incoming occupant has taken possession.

5. RENTAL RESTRICTION:

- 1) No strata lot may be rented except as provided for in Sections 142, 143 and 144 of the Strata Property Act.
- 2) Where an owner rents a strata lot in contravention of bylaw 5(1) the owner shall be subject to a fine of \$500.00 on the day the renter(s) occupies the strata lot and every 7 days thereafter, up to and including the full week in which the renter(s) vacates the strata lot. The Strata Corporation shall take all necessary steps to terminate the rental 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 rentals restriction bylaw shall be recoverable from the owner.

6. REPAIRS AND MAINTENANCE OF PROPERTY BY OWNERS:

- 1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

7. USE OF PROPERTY:

- 1) A resident or visitor must not use a strata lot, common property or common assets in a way that:
 - a) causes a nuisance or hazard to another person;
 - b) causes unreasonable noise;
 - c) unreasonably interferes with the right of other persons to use and enjoy the common property, common assets or another strata lot;
 - d) is illegal, or;
 - e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan;
 - f) a resident must not use, or permit to be used the strata lot except as a private dwelling home;
 - g) strata owners may conduct a small home-based business:
 - i) only with the prior written permission of council;
 - ii) only if the business does not contravene the above bylaws (a) to (e).
- 2) A resident or guest shall not use stereo and television equipment, vacuum cleaners, washing machines, dryers, dishwashers and other machinery in a manner that will disturb other residents or tenants.
- 3) Balconies/patios are not to be used for storage; patio furniture, sun umbrellas, and barbecues excluded.
- 4) Plant containers must have provision to prevent water from overflowing over the edge of the balcony to those below.

- 5) Laundry and/or bedding is not permitted to be hung on balconies/patios.
- 6) No bird seed feeders are permitted on balconies/patios.
- 7) No items >50 lbs. i.e. planters, trees etc. are to be placed on balconies.
- 8) No wind chimes are permitted on balconies/patios.
- 9) The owner is responsible for repairing any damage to balconies/patios caused by heavy items and/or negligence.
- 10) No mats or other personal item are allowed in the hallways outside individual units, other than mats made from the same carpeting as that in the hallways, without written permission of the strata council.
- 11) No pictures or wall hangings are to hang in common areas without written permission of the strata council.
- 12) An owner wishing to barbecue on balconies/patios must accept full responsibility for any damage to the common property, including but not limited to staining of the vinyl siding or the flooring, and must fully compensate the Strata Corporation for any expense incurred as a result of such activity. When using barbecues, owners must comply with all the provisions of Section 7 (1) (a), (b), and (c) of these bylaws.
- 13) No animals, livestock, fowl or pets shall be kept in any lot other than caged birds (except pigeons) and any other pet approved by the Strata Corporation; if the Strata Corporation considers a permitted pet to be a nuisance such a pet shall not be kept in the lot after 7 days notice in writing to that effect is given to the owner of the lot where it is kept. Permitted pets kept in the building as of the date on which these bylaws are approved shall be allowed to remain provided they do not cause a nuisance. Permitted pets, which die or are otherwise disposed of, shall not be replaced without consent of the Strata Corporation. Guests shall not be permitted to bring pets into the building.
- 14) To access a strata lot in an emergency, two strata council members, or one strata council member and one owner will:
 - a) use a key obtained from a person, identified by the owner, who is in possession of a key for said strata lot; or
 - b) hire a locksmith for the purposes of entering said strata lot. Any expenses related to this action will be the responsibility of the owner of the strata lot; or
 - c) force entry into the strata lot. Any expenses related to this action will be the responsibility of the owner of the strata lot.
- 15) An owner shall not allow his strata lot to become unsanitary.
- 16) No satellite TV dishes/antennas may be installed on any strata lot or any common property of Strata NW 367.

8. HOUSEHOLD:

- 1) Holding of open houses must be between the hours of 12 p.m. and 5 p.m. only.
- 2) An owner must post a sign above the enter-phone panel indicating the suite number for the open house.

- 3) During an open house or other showing of a suite, all persons must be escorted by the realtor, or the realtor's designate, to and from the suite.
- 4) Owners are responsible for their common area key(s) and shall be accountable for them to the strata council. Loss of a key will require replacement of common area locks and owner's keys at the cost of the owner incurring the loss.
- 5) Residents/visitors are responsible for promptly cleaning up any leakage or soiling to carpets in the common property.
- 6) There shall be no smoking in the elevator, lobby, garage, hallways, stairwells, locker rooms.
- 7) No materials restricted by the Fire Marshall of White Rock are to be stored in lockers, and/or enclosed common areas (including garage).
- 8) Real Christmas trees are permitted and shall be disposed of in a correct manner.
- 9) No signs, billboards, placards or advertising notices of any kind shall be erected or displayed from within a strata lot, on the common property or limited common property without prior written approval of the strata council, except for those allowed by the Election Act.
- 10) No owner shall install window coverings other than neutral in color if visible to the exterior of the strata lot.
- 11) Residents and their guests, upon entering or leaving the building shall ensure the doors to the common property areas are closed properly.
- 12) No canvassers, persons soliciting funds, peddlers, or strangers are to be admitted to the building.
- 13) Owners are required to attach a door sweep to the bottom of the suite entrance door, to stop odors from penetrating into common areas.

9. GARAGE AND PARKING:

- 1) The garage area is designated as common property and one parking space is allotted to each new owner as he/she takes possession of his/her unit.
- 2) Vehicle owners are responsible for cleaning oils and other materials in their respective parking spaces. If it is not attended to within fourteen (14) days of notice by strata council the owner shall be responsible for the clean-up costs.
- 3) No major repairs to motors or other mechanical equipment shall be carried out on common property and no changes of oil or similar fluids are permitted on common property.
- 4) Tires must be stored in the storage locker assigned to the owner's suite.
- 5) Residents shall not use parking stalls for the storage of large items, with the exception of bikes secured to walls.
- 6) Only residents or their guests are allowed to park in the garage space. The Strata Corporation accepts no responsibility for personal items stolen or damaged in the garage.
- 7) Owners of unlicensed vehicles must present to council proof of insurance covering liability and property damage. Failure to comply will be subject to a fine.

- 8) Drivers of motor vehicles shall await the complete closure of the overhead door upon entering or leaving the garage.
- 9) Owners of motor vehicles parked in the garage shall ensure that remote controls in their vehicles are stored out of sight.
- 10) It is the responsibility of the owner to notify council and obtain a replacement for a lost, broken, or stolen remote control.

10. INFORM STRATA CORPORATION:

Within two (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.

11. APPROVAL FOR ALTERATIONS TO A STRATA LOT:

1. An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - a) the structure of the building;
 - b) the exterior of the building;
 - c) chimneys, balconies or other things attached to the exterior of the building
 - d) doors, windows or skylights on the exterior of the building, or that front on the common property;
 - e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - f) common property located within the boundaries of the strata;
 - g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
 - h) wiring, plumbing, piping, heating and other services;
 - i) subject to subsection 2, flooring;
2. Owners seeking to change flooring materials must meet the following conditions:
 - a) hard surface floors may be installed only with the written approval of the Strata Corporation;
 - b) owners must provide the Strata Corporation, in writing, specific information on:
 - i) the materials to be used;
 - ii) the method of installation;
 - iii) the name of the company doing the installation
 - c) wood floors must:
 - i) be genuine hardwood or fabricated laminate;
 - ii) be laid down on a fire retardant acoustical underlayment material which provides the highest FIICASTM sound rating available at the time of installation;
 - iii) be installed using a free floating method of installation.
 - d) No less than 60% of all hard surface floors in high traffic areas excepting only kitchens, bathrooms and entry areas must be covered with area rugs or carpets.
 - e) No hard soled shoes will be worn on any hard floor surfaces.

3. Owners wishing to upgrade gas fireplaces must meet the following conditions:
 - a) gas fireplaces may be installed only with the written approval of the Strata Corporation;
 - b) owners must provide the Strata Corporation, in writing, information on:
 - i) the model of fireplace to be installed
 - ii) the BTU/hr. input, which must not exceed 20,000BTUs/hr.;
 - iii) the venting system, which must be vented;
 - iv) satisfactory proof that the person installing the fireplace has a class B gas ticket.
- 4) The Strata Corporation must not unreasonably withhold its approval under subsections (1), (2) and (3), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 5) Owners are not allowed to install wall mounted or in-window air conditioning units.
- 6) Alterations made to a strata lot prior to November 1, 2006, will be deemed approved by strata council, subject to the following conditions being met:
 1. Owner(s) provide strata council with:
 - a) a list of alterations involving the installation of hard surface flooring, the installation of a gas fireplace, any changes to original wiring or plumbing, and any addition or removal of walls or parts of walls;
 - b) Copies of any information, specifications and tradesmen/installers' identification in the possession of the owner(s) regarding the listed alterations to the strata lot.
 2. None of said alterations have compromised the structural integrity of the building.
- 7) No gas burners may be replaced or new gas burners installed.

12. APPROVAL BEFORE ALTERING COMMON PROPERTY:

- 1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
 - a) A resident, as part of his application to the Strata Corporation for permission to alter common property, limited common property, or common assets must:
 - i) submit, in writing, detailed plans and description of the intended alterations;
 - ii) obtain all applicable permits, licenses and approvals from the appropriate government authorities and provide copies to the strata council; and
 - iii) obtain the consent of the owners through written approval of the strata council under bylaw 12 (1).
- 2) (a) The Strata Corporation may require as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, but not exclusively, the following:
 - i) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representative;

- ii) that the standard of work and materials be not less than that of the existing structures;
 - iii) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - iv) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, insurance obligations, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - v) that the owner and any subsequent owner on title who received the benefit of such alteration, must with respect only to claims or demands arising during the time that they were an owner, indemnify and hold harmless, through a liability waiver, the Strata Corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as a result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefitted from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation and shall become due and payable on the due date of payment of monthly strata fees;
- b) an owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefitted from the alteration;
 - c) an owner who, subsequent to the passage of bylaw 12, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property or limited common property to the same condition that existed prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the date of payment of monthly strata fees.

13. PERMIT ENTRY TO STRATA LOT:

- 1) A resident or visitor must allow two members of council, or one member and one owner, authorized by the strata council, to enter the strata lot or limited common

property:

- a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - b) at a reasonable time, on 48 hours written notice:
 - i) To inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under Section 149 of the Act;
or
 - ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

14. INSURANCE:

The Strata Corporation must insure against major perils, as set out in Regulation 9.1 (2), including, without limitation, earthquakes.

15. INSURANCE DEDUCTIBLE AND DAMAGE TO PROPERTY:

- 1) The owner(s) of a strata lot shall be obligated to pay to the Strata Corporation the amount of any insurance deductible required to be paid by the Strata Corporation in relation to any claim made under or against the Strata Corporation's insurance policy which is the result of physical damage to the common property, the limited common property or those portions of a strata lot which the Strata Corporation is required to insure for which the owner(s), a tenant or an occupant of that owner's strata lot or their guest(s) or invitee(s), are responsible or the source of which originates in that owner(s) strata lot. The amount of such deductible shall be payable along with the next installment of strata fees.
- 2) The Strata Corporation, subject to the terms of the Strata Property Act and these bylaws, may sue an owner, tenant or occupant for damages suffered (including but not limited to the amount of any insurance deductible paid by the Strata Corporation or repair costs incurred) as a result of physical damage caused by or resulting from the acts or omissions of that owner, tenant, occupant or their guest(s) or invitee(s) to the common property, limited common property or those portions of a strata lot which the Strata Corporation is required to repair or insure. The Strata Corporation may choose to sue only the owner(s) of a strata lot in relation to damage caused by a tenant or other occupant of that strata lot or their guest(s) or invitee(s). Nothing in this section shall act to restrict the rights of the Strata Corporation pursuant to s.133 of the Strata Property Act.

- 3) If an owner makes an insurance claim under the Strata Corporation's insurance policy in relation to any portion of that owner's strata lot which the Strata Corporation is required to insure and the owner(s), a tenant or an occupant of that owner's strata lot or their guest(s) or invitee(s) are responsible for the damage which gave rise to the claim the owner shall pay any deductible required to be paid.

16. RECOVERY OF MONIES OWED TO STRATA CORPORATION:

The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation including money owed as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

17. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION:

- 1) The Strata Corporation must repair and maintain all of the following:
 - a) common assets of the Strata Corporation
 - b) common property that has not been designated limited common property;
 - c) limited common property, but the duty to repair and maintain is restricted to:
 - i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - ii) the following no matter how often the repair or maintenance ordinarily occurs:
 - a) the structure of the building;
 - b) the exterior of the building;
 - c) chimney, stairs, balconies and other things attached to the exterior of the building;
 - d) doors and windows and skylights on the exterior of the building or that front on the common property;
 - e) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 - COUNCIL

18. COUNCIL SIZE:

The council must have at least 3 and not more than 7 members.

19. COUNCIL MEMBERS' TERMS:

- 1) The term of office of a council member ends at the end of the annual general meeting during which a replacement is elected.
- 2) A person whose term as council member is ending is eligible for re-election.
- 3) In the election of council members held at annual general meetings, all council members must be elected for a term of one year.
- 4) Only 1 owner per strata lot shall be permitted to sit on council.

20. REMOVING COUNCIL MEMBER:

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

21. REPLACING COUNCIL MEMBER:

- 1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months,, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 2) A replacement council member may be appointed from any person eligible to sit on the council.
- 3) The council may appoint a council member under this section even if the absence of the member being replaced leaves a council without a quorum.
- 4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

22. OFFICERS:

- 1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice-president, a secretary and a treasurer.
- 2) A person may hold more than one office at a time, other than the offices of president and vice-president.
- 3) The vice-president has the powers and duties of the president
 - a) while the president is absent or is unwilling or unable to act, or
 - b) for the remainder of the president's term if the president ceases to hold office.

- 4) If an officer other than the president is unwilling or unable to act for a period of 2 months or more, the council members may appoint a replacement officer from among themselves for the remainder of the term.

23. CALLING COUNCIL MEETINGS:

- 1) Any council member may call a council meeting by giving the other council members notice of the meeting specifying the reason for calling the meeting.
- 2) The notice does not have to be in writing.

24. REQUISITION OF COUNCIL HEARING:

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

25. QUORUM OF COUNCIL:

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

26. VOTING AT COUNCIL MEETINGS:

- 1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 3) The results of all votes at a council meeting must be recorded in the council meeting minutes, along with the names of the council members moving and seconding any resolutions.

27. COUNCIL MEETINGS:

- 1) Owners may attend council; communications directed to the strata council will be submitted in writing.
- 2) Despite subsection (1), 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) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

28. COUNCIL TO INFORM OWNERS OF MINUTES:

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

29. DELEGATION OF COUNCIL'S POWERS AND DUTIES:

- 1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council and may revoke the delegation.
- 2) The council may delegate its spending powers or duties, but only by a resolution that:
 - a) delegates the authority to make an expenditure of a specific amount (\$2000.00) for a specific purpose; or
 - b) delegates the general authority to make expenditures in accordance with subsection (3).
- 3) A delegation of a general authority to make expenditures must:
 - a) set a maximum amount that may be spent; and
 - b) indicate the 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 has contravened a bylaw or rule;
 - b) whether a person should be fined, and the amount of the fine; or
 - c) whether a person should be denied access to a recreational facility.

30. SPENDING RESTRICTIONS:

- 1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

31. **LIMITATION OF LIABILITY OF COUNCIL MEMBERS:**

- 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 of the performance or intended performance of any duty of the council.
- 2) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member, who had been duly appointed or had duly continued in office.
- 3) Subsection (1) does not affect a council member's ability, as an owner, for a judgement against the Strata Corporation.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

32. **MAXIMUM FINE:**

Unless otherwise stated in these bylaws, the Strata Corporation may fine an owner:

- 1) up to \$200.00 for each contravention of a bylaw, and;
- 2) up to \$50.00 for each contravention of a rule.
- 3) Other fines and assessments are due and payable on written notice. Assessments in excess of \$75 that remain unpaid on the 14th day after notification are subject to a late penalty fee of \$25 for each month they have been outstanding.

33. **CONTINUING CONTRAVENTION:**

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

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

34. **PERSON TO CHAIR MEETING:**

- 1) Annual and special general meetings must be chaired by the president of the council.
- 2) If the president of the council is unwilling or unable to act, the vice-president of the council must chair the meeting.
- 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 at the meeting or by a submitted proxy.

35. **PARTICIPATION OF OTHER THAN ELIGIBLE VOTERS:**

- 1) A resident may attend annual and special general meetings, whether or not they are eligible to vote;
- 2) Only if permitted by regulation and subject to prescribed restrictions, an employee of the Strata Corporation;

- 3) Only if permitted by regulation and subject to prescribed restrictions, a person who provides strata management to the Strata Corporation;
- 4) Only if permitted by regulation and subject to prescribed restrictions, a speaker(s) invited by the strata council.

36. VOTING:

- 1) At an annual general meeting each strata lot has one vote.
- 2) If a precise count is requested, the chair must decide whether it will be by roll call, secret ballot or some other method.
- 3) 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.
- 4) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president may break the tie by casting a second, deciding vote.
- 5) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.

37. VOLUNTARY DISPUTE RESOLUTION:

- 1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - a) all the parties to the dispute consent; and
 - b) the dispute involves the Act, the Regulations, the bylaws or rules.
- 2) A dispute resolution committee consists of:
 - a) One owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - b) Any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

38. ORDER OF BUSINESS:

- 1) The order of business at annual and special general meetings is as follows:
 - a) certify proxies and corporate representatives;
 - 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 general or special general meeting;
 - g) deal with unfinished business;

- h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- i) ratify any new rules made by the Strata Corporation under Section 125 of the Act;
- j) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an annual general meeting;
- k) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an annual general meeting;
- l) deal with new business, including any matters about which notice has been given under Section 45 of the Act;
- m) elect a council;
- n) terminate the meeting.

**Sea Vista Strata NW 367
Bylaws**

Division 1 Section 7 Subsection 17

Food smokers are prohibited on Sea Vista Strata property.

AMENDMENT TO BYLAWS

- DIVISION 1 SECTION 7 SUBSECTION 17

No recycling, organic waste or garbage may be stored on balconies or decks.

Sea Vista Strata
Annual General Meeting
Feb 6, 2014

The following rule was approved at the Annual General Meeting on February 6, 2014

Rule

Owners who wish to replace the glass in their suite windows, without compensation, may do so, with written council approval. Only companies approved by the strata council may carry out the work.