



# BYLAWS

## Strata Plan NW-555 Balmoral on the Park

Attached are the Bylaws of Strata Plan NW-555.  
For legal purposes please obtain a true copy as  
registered at the Land Title Office.

Last amended: December 6, 2004

Registration #: BX302624

*Note: Please keep in a safe place. There is a charge for additional copies.*

# STRATA PLAN NW 555 BALMORAL ON THE PARK

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# STRATA PLAN NW 555 - BALMORAL ON THE PARK

## BYLAWS

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### *Division 1 - Duties of Owners, Tenants, Occupants and Visitors*

#### **Payment of strata fees**

- 1 An owner must pay strata fees in accordance with section 39.5 of these Bylaws.

#### **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 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 clear from leaves, moss, algae, snow, ice or slush any common property designated as limited common property for the exclusive use of his Strata Lot.

#### **Use of property**

- 3 (1) An Owner, tenant, occupant or visitor must not use a Strata Lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unusual or objectionable odor,
  - (c) causes any undue or unreasonable noise to be made in or about the Strata Lot or common property, or cause anything that will unreasonably interfere with the rights of other persons to use and enjoy another Strata Lot, limited common property, the common property or common assets. Municipal Bylaws covering noise, disturbances and public nuisance shall apply to all Owners, tenants, residents, occupants or visitors,
  - (d) causes any unreasonably loud sound production or reproduction to disturb other residents. If the sound level or noise can be heard outside the Strata Lot, it shall be deemed as being too loud.

- (e) causes mops or dusters of any kind to be shaken, nor cigarettes, liquids, refuse or other objects of any kind to be thrown out of any windows or doors, or from the patio or balcony of a Strata Lot.
  - (f) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
  - (g) is illegal or inconsistent with the intent of these Bylaws, or
  - (h) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) The Strata Lot shall not be used for commercial or professional purposes which may be illegal or contrary to any governmental 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.
- (3) (a) The Strata Lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse.
- (b) Occupancy Restriction – The strata lot shall be occupied as a place of residence by not more than 3 persons (whether adult or minor) in a 1 bedroom unit, and 5 persons (whether adult or minor) for a 2 or more bedroom unit. Any exceptions to this limitation must be approved in writing by the Strata Council.
- (4) 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.
- (5) The Strata Lot shall not be used as a motel or hotel accommodation for transient residents.
- (6) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.
- (7) 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 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.

- (8) No material substances, 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.
- (9) Waterbeds are not permitted above the first floor, except where the owner provides acceptable evidence of adequate insurance coverage, and any damage occurring therefrom will be charged to the owner of such.
- (10) 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.
- (11) An Owner or occupier of a Strata Lot shall not deposit refuse or garbage on or about the common property other than in the designated containers. Any material other than ordinary household refuse or garbage shall be removed from the property by the Owner at his/her cost.
- (12) The Owner of a rented or leased Strata Lot is responsible for the cleanliness of the lot.
- (13)
  - (a) **Pets** - An Owner, tenant or occupant must not have any pets on a Strata Lot or Common Property.
  - (b) Any pet found 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 seven (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.
  - (c) The Owner, tenant or occupant of a Strata Lot will be responsible to make all their guests or visitors aware of no pets allowed. The Owner of Strata will be responsible for clean-up, damage or repair caused by any pets that their unaware guests or visitors 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.
  - (d) No Strata Lot Owner shall feed pigeons, gulls or other birds, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan.

- (14) 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, tenants, occupants, residents and visitors.
- (15) Cycling, rollerblading, skateboarding or the use of other non-motorized wheeled apparatus on common property other than roadways 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.

**Obtain approval before altering a Strata Lot**

- 5 (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, 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.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration(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, radio or television antenna and/or satellite dish 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.
- (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 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). 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 Owner of the Strata Lot.
- (7) The outside of the buildings shall be uniform in colour.
- (8) 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 alterations either to the interior or the exterior of the building or Strata Lot shall be made without the previous written consent of the Strata Corporation having been first obtained.
- (9) No alterations to the electrical, wiring, plumbing, piping, venting, gas supply, telecommunication or other services 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.
  - (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, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:
    - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
    - (b) at a reasonable time, on 48 hours' written notice,
      - i) to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure pursuant to section 149 of the Act, or
      - ii) for the purpose of inspecting the lot and maintaining, repairing 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 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 and storage areas, public halls and lobbies;
  - (c) maintain and 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, but excluding windows, doors, balconies and patios included in the Strata Lot,.
- (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:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (D) fences, railings and similar structures that enclose patios, balconies and yards;
  - (b) a Strata Lot in the Strata Plan, but the duty to repair and maintain is restricted to
    - i) the structure of a building,

- ii) the exterior of a building,
  - iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - iv) railings and other similar structures that enclose patios, balconies and yards.
- (3) The Strata Corporation shall not be financially responsible to an Owner for any loss, damage or expense to the Owner for overflows or leakage of water arising from the strata lot or any adjoining strata lots where such leakage or overflow results from the wrongful act or neglect of any owner; or the failure of pipes, wires, cables, chutes, ducts, fixtures for the time being existing wholly or partially within the strata lot and not capable of being used in connection with the enjoyment of more than one strata lot.  
*(Amended by  $\frac{3}{4}$  vote resolution by the Owners on December 1, 2003)*
- (4) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, 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 the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.
- (5) In the event of an emergency occurring in a Strata Lot whose occupant cannot be contacted, access for protection of common property or safety may have to be gained by force at the Owner's expense.
- (6) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property or from liability to any member of his or her family or tenant or their guests, servants, agents, and invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- (7) An Owner shall not cause damage to trees, plants, bushes, flowers, or lawns 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 the 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 the fund for administrative 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 interests of the Strata Corporation and assess the membership fee in the organization as part 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 on such terms as the Council may from time to time decide;
- (j) Subject to these Bylaws determine the levy for the contingency reserve fund, which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the Strata Council considers sufficient having regard to the type of building in the Strata Plan, and thereafter raise further amounts or replacements of funds from time to time and over a period of time as the Strata Council thinks fit;
- (k) Pay on behalf of the owner any taxes, assessments, rates and charges required to be paid by the owner;
- (l) Carry out any repairs or work required by the notice or order of any competent public or local authority in respect of a strata lot, whether authorized by the owner or not.

## **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 her 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 Powers and Duties**

- 11 The powers and duties of the Strata Corporation shall, subject to any restrictions imposed or direction given at an Annual General Meeting, be exercised and performed by the Council of the Strata Corporation.

#### **Council size**

- 12 (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' terms and conditions**

- 13 (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.
- (3) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the Council at any one time

#### **Removing Council member**

- 14 (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 General Meeting to replace the Council member for the remainder of the term.

#### **Vacancies**

- 15 (1) The office of a member of the Strata Council shall be vacated if the member:
- i) by notice in writing to the Strata Council resigns his or her office, or
  - ii) ceases to be an Owner, or
  - iii) becomes bankrupt, or
  - iv) in the case of company which is a member of the Strata Council if the company shall become bankrupt or make an assignment for the benefit of creditors or if the proceedings be begun to wind up the

- company, otherwise than for the purpose of amalgamation or reconstruction, or
- v) has been removed from office in accordance with the provisions of these Bylaws, or
- vi) is eligible to be liened, or
- vii) becomes of unsound mind, or
- viii) is in contravention of any Bylaw for a period exceeding 30 days.

### Replacing Council member

- 16
- (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
  - (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
  - (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
  - (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

### Officers

- 17
- (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 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling Council meetings**

- 18 (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
  - (b) the meeting is required to deal with an emergency situation, and all Council members either:
    - i) consent in advance of the meeting, or
    - ii) are unavailable to provide consent after reasonable attempts to contact them.
- (5) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

### **Requisition of Council hearing**

- 19 (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.

### **Quorum of Council**

- 20 (1) A quorum of the Council is 2 where the Council consists of 4 or less 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**

- 21**
- (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 Bylaw exemption hearing under section 144 of the Act;
    - (c) any other matters if the presence of the observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at Council meetings**

- 22**
- (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.

### **Council to inform Owners of minutes**

- 23** The minutes of the Strata Council and General Meetings will be made available within 30 days of the date of the meeting.

### Delegation of Council's powers and duties

- 24
- (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 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 purposes for which, or the conditions under which, the money may be spent.
  - (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
    - (a) whether a person should be fined, and the amount of the fine, or
    - (b) whether a person should be denied access to a portion of the common property, or
    - (c) whether a person shall be exempted from the rental limitation as set out in bylaw 35 (1).
  - (5) The Council may employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities, or other assets of the Corporation, and the exercise and performance of the powers and duties of the Corporation.

### Spending restrictions

- 25
- (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 \$2,000.00 or 10% of the annual operating budget, whichever is the greater.

### **Limitation on liability of Council member**

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- (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 judgment 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 Owners. 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 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 amended quorum situation.
    - (e) Notwithstanding the generality of the foregoing, for purposes of this policy a Strata Council member shall be deemed to be so