

**STRATA PLAN LMS2329  
AMENDED BYLAWS**

**DEFINITIONS**

**“Commercial Owner”** means an Owner of a Commercial Strata Lot;

**“Commercial Section”** means all Commercial Strata Lots in Strata Plan LMS2329;

**“Commercial Strata Lot”** means a Strata Lot designed or intended to be used primarily for business purposes, specifically, Strata Lots 85-99 inclusive;

**“Common Expenses”** means expenses relating to the common property and common assets of the Strata Corporation, and/or expenses required to meet any other purpose or obligation of the Strata Corporation;

**“Executive”** means the Executive of each Section as defined by the *Act*.

**“General Bylaws”** refers to these Bylaws;

**“Owner”** refers to the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot, whether entitled to it in the person's own right or in a representative capacity;

**“Person”** is inclusive of male, female, adult, child, and infant, as the case may be;

**“Premises”** refers inclusively to any and all Strata Lots, common property and limited common property of Strata Plan LMS2329;

**“Public Access”** means entry onto the Premises by anyone other than an Owner, tenant, occupant, visitor, or invitee;

**“Residential Owner”** means an Owner of a Residential Strata Lot;

**“Residential Section”** means all Residential Strata Lots in the Strata Plan LMS2329;

**“Residential Strata Lot”** means a Strata Lot designed or intended to be used primarily as a residence, specifically, Strata Lots 1-84 inclusive;

**“Rule”** refers to the Rules of Strata Plan LMS2329, as appended to the General Bylaws;

**“Section”** refers to the Residential Section or the Commercial Section or both, as the case may be, of Strata Plan LMS2329;

**“Single Family”** means two people or, two people in a married or common-law relationship, with or without children;

**“Strata Corporation”** refers to Strata Plan LMS2329;

**“Strata Council”** means the duly elected Strata Council of Strata Plan LMS2329;

**“Strata Lot”** means a lot shown on Strata Plan LMS2329;

"The Act" means the *Strata Property Act*, S.B.C. 1998, c.43 and amendments thereto;

**1. APPLICATION**

- 1.1 The General Bylaws apply to both the Residential Section and Commercial Section.
- 1.2 The Residential Section or Commercial Section may adopt additional Bylaws, provided such adopted Bylaws do not conflict with the General Bylaws or with the *Act*.

**2. USE**

- 2.1 Residential Strata Lots must not be used for commercial or professional purposes requiring a business license or Public Access.
- 2.2 Commercial Strata Lots must not be used for residential purposes.
- 2.3 The occupancy of each Residential Strata Lot is restricted to a Single Family.
- 2.4 An Owner, tenant, occupant or visitor must not use the Premises or common assets in a way that
  - (a) causes a nuisance or hazard to another Person;
  - (b) causes unreasonable noise;
  - (c) unreasonably interferes with the rights of other Persons to use and enjoy the common property, common assets and another Strata Lot;
  - (d) is illegal or is injurious to the reputation of the building;
  - (e) is contrary to a purpose for which the Premises is intended as shown expressly or by necessary implication on or by the Strata Plan;
  - (f) causes damage other than reasonable wear and tear to the Premises or the common assets;
- 2.5 An Owner must inform the Strata Corporation of his or her name, Strata Lot number, and mailing address outside the Strata Plan, within two weeks of becoming an Owner
- 2.6 An Owner, tenant or occupant must:
  - (a) not keep any pets on a Strata Lot or common property or on land that is a common asset except in accordance with the General Bylaws.
  - (b) ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
  - (c) not keep a pet on a Strata Lot other than one or more of the following:
    - (i) a reasonable number of fish or other small aquarium animals;
    - (ii) a reasonable number of small caged mammals;
    - (iii) up to 2 caged birds;

- (iv) one dog or three cats.
- (d) not harbour exotic pets, including, snakes, reptiles, spiders or large members of the cat family.
- (e) apply to the Strata Council for written permission to keep a pet by registering the pet with the Strata Council within 30 days of the pet residing on a Strata Lot (or the passage of this Bylaw) and by providing, in writing, the name of the pet, breed, colour and markings, together with the name, Strata Lot number and telephone number of the pet owner.
- (f) not permit an unleashed pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset.
- (g) not keep a pet which is a nuisance on a Strata Lot, on common property or on land that is a common asset. If a resident has a pet which is not a pet or if, in the opinion of Strata Council, the pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a Strata Lot, common property or common assets, the Strata Council may order such pet to be removed permanently from the Strata Lot, the common property or common asset or all of them.
- (h) ensure that a pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- (i) assume all liability for the actions of a pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.
- (j) not feed birds, rodents or other wild animals from any Strata Lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, Strata Lots, common property or land that is a common asset.

2.7 An Owner, tenant or occupant shall not:

- (a) store on his balcony area any goods, chattels, or other objects, which arise above the railing of the balcony area so as to be visible to Owners of other Strata Lots and in general create an eyesore to other Owners in the development;
- (b) store any bicycle on a balcony;
- (c) barbeque on his balcony or patio area unless the barbeque is a gas burning barbeque; i.e., no charcoal burning barbeques;
- (d) in the case of a Residential Strata Lot, but not a Commercial Strata Lot, display any form of signage designed to attract pedestrians and passers-by relating directly or indirectly to the sale or lease of a Strata Lot except in those areas of the common property designated by the Strata Corporation for such purposes from time to time.

2.8 An Owner is responsible for the actions of all Persons who enter the Premises as occupants, visitors, or invitees to his or her Strata Lot.

- 2.9 A Person must not trespass on a part of the Premises to which another Owner, tenant or occupant is entitled exclusive use or possession.
- 2.10 A Person must not obstruct or use the entrances, passages, hallways or stairs of the common property for any purpose other than entering or exiting a Strata Lot.
- 2.11 A Person must not interfere with the proper operation of the elevator in any way.

**3. MAINTENANCE and REPAIR**

- 3.1 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 the General Bylaws.
- 3.2 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 the General Bylaws.
- 3.3 An Owner, tenant, occupant or guest 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, 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 the General Bylaws or the Act.
- 3.4 The notice referred to in Bylaw 3.3(b) must include the date, approximate time of entry, and reason for entry.
- 3.5 The Strata Corporation must repair and maintain the following:
  - (a) common assets of the Strata Corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance readily occurs:
      - (A) the structure of the building;
      - (B) the exterior of the building;
      - (C) chimneys, stairs, balconies, and other things attached to the exterior of the building;

- (D) doors, 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;

3.6 Maintenance and repair of common property and limited common property used exclusively by the Residential Section or Commercial Section, shall be the responsibility of that Section, to be administered by the Section's Executive.

#### **4. FEES and ASSESSMENTS**

4.1 An Owner must pay strata fees on or before the first day of the month to which the strata fees relate.

4.2 The Strata Corporation shall cause to be prepared a budget for the coming fiscal year, and a copy thereof shall be distributed to all Owners with the notice of the annual general meeting.

- (a) Such notice will be sent no less than 2 weeks in advance of the meeting, and will be accompanied by a financial statement.
- (b) If the budget is approved by a majority vote at the annual general meeting, it shall be implemented accordingly.
- (c) Owners will be informed, within 2 weeks following the annual or special general meeting at which a budget is passed, of any changes to their strata fees resulting from that budget.

4.3 The Common Expenses set forth in each assessment shall be payable to the Strata Corporation, and forwarded to any other Persons, firm, or corporation to whom the Strata Corporation shall from time to time direct payment to be made in 12 equal consecutive instalments, in advance, commencing on the 1st day of May of each calendar year.

- (a) Within 30 days at the request of the Strata Corporation, an Owner shall deliver forthwith a series of post-dated cheques in payment of such instalments or, if an option for direct debit to an Owner's bank account is available through the property management company, the Strata Council shall authorise the property management company to make this alternative available to the Owners.

4.4 An Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with the General Bylaws.

4.5 Except as otherwise provided in the General Bylaws:

- (a) expenses that are not attributable exclusively to the Commercial Section or to the Residential Section shall be borne by the Owners of all Strata Lots in the proportion that the unit entitlement of each such Strata Lot bears to the aggregate of the unit entitlements of all Strata Lots;

- (b) expenses attributable exclusively to or reasonably allocable to the Residential Section including, but not limited to, the cost of utilities such as hot water, electricity, heating and the cost of insurance and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the Residential Section including areas designated as limited common property for the Residential Section (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all Strata Lots), all costs of operation, repair, maintenance and replacement of the elevators, including electrical consumption, all costs of any recreational facilities including without limitation electrical consumption, maintenance, repair and supervision of these areas and costs of repair, maintenance, purchase or replacement of equipment and furnishings in these areas shall be borne by the Owners of the Residential Section in the proportion that the unit entitlement of each Strata Lot bears to the aggregate of the unit entitlement of the Residential Section.
  - (c) expenses attributable exclusively to or reasonably allocable to the Commercial Section including, but not so as to restrict the generality of the foregoing, the cost of utilities such as hot water, electricity, heating and the cost of insurance, and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the Commercial Section including areas designated as limited common property for the Commercial Section (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all Strata Lots) shall be borne by the Owners of the Commercial Section.
- 4.6 A section may prepare a separate budget exclusive to it, and the operation of the budget may be administered by the Executive of the Section.
- 4.7 An Owner may apply in writing to the Strata Corporation for a statement setting forth as of its due date the amount of any unpaid assessments due and owing from the Owner, and the Strata Corporation shall furnish the Owner with a statement within 10 days of receiving the written application.
- 4.8 Overdue fees shall bear interest at a rate of 10% per annum, calculated and compounded annually, not in advance, from the date when due until paid:
- (a) Payments received on overdue strata fees shall firstly be applied to interest accrued and secondly to the outstanding amount;
  - (b) The Strata Corporation may levy a fine of not more than \$25.00 per month for strata fees not received;
  - (c) In addition to the foregoing, where strata fees remain outstanding, at the end of a 90 day period, the Strata Corporation may place a lien on the Strata Lot for which fees remain due at the Owner's expense for the total monies due and for related costs, provided the Owner against whom the lien is being filed has been given 2 weeks written notice from the Strata Council.

## 5. RENTALS

- 5.1 A maximum of thirty Strata Lots of the Residential Section may be rented at any one time.

- 5.2 An Owner wishing to rent a Residential Strata Lot must apply in writing to the Strata Council for permission to rent before entering into a tenancy agreement.
- 5.3 If the number of Strata Lots rented at the time an Owner applies for permission to rent has reached the limit stated in Bylaw 5.1, excluding exempt Strata Lots pursuant to sections 143 and 144 of the *Act* and section 17.15 of the Regulations, the Strata Council must refuse permission, and notify the Owner in writing that permission has been refused and explain why. The Strata Council must then place the Owner of the Strata Lot on a waiting list to be administered by the Strata Council based upon the date of the request for permission to rent.
- 5.4 If the limit stated in Bylaw 5.1 has not been reached at the time the Owner applies for permission to rent a Residential Strata Lot, excluding exempt Strata Lots pursuant to sections 143 and 144 of the *Act* and section 17.15 of the Regulations, and provided that the proposed tenancy is for a duration of at least 6 months, the Strata Council shall grant permission and notify the Owner in writing as soon as possible.
- 5.5 An Owner receiving permission to rent a Residential Strata Lot must exercise the permission to rent within 2 clear calendar months from the date that Strata Council granted permission, otherwise the permission expires. During the 2 clear calendar months immediately following the grant of permission, the Residential Strata Lot shall be deemed rented for the purposes of the limit stated in Bylaw 5.1.
- 5.6 Prior to possession of a Strata Lot by a tenant, an Owner must deliver to the tenant the current General Bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in the form required by the *Act*.
- 5.7 Within two weeks of renting a Strata Lot, an Owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities duly signed by the tenant.
- 5.8 Where an Owner rents a Strata Lot in contravention of Bylaws 5.1, 5.2 or 5.3, the Owner shall be subject to a fine of \$500.00 and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the Bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction Bylaws shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.
- 5.9 A sub-lease of a Residential Strata Lot is prohibited.
- 5.10 An owner will be charged a move in/out fee of \$100.00, upon change of occupancy of the owner's strata lot.
- 5.11 An Owner of a Strata Lot of the Residential Section who was an Owner of that lot on August 7, 2001 shall be permitted to rent their strata lot whether or not the limit stated in Bylaw 5.1 has been reached or exceeded. This exemption from the limit stated in Bylaw 5.1 is not transferable or assignable to any future Owner of that strata lot.
- 5.12 Strata lots rented under Bylaw 5.11 shall be counted for the purpose of calculating the rental limit stated in Bylaw 5.1

## **6. DECORATION and IMPROVEMENT**

- 6.1 No advertisement, sign or other device to publicise sale, lease, rent, or any related message pertaining to a Residential Strata Lot shall be affixed to, hung on, erected or displayed except with the express written permission of the Strata Corporation.
- 6.2 No television antenna or similar structure or appurtenance thereto shall be erected upon or fastened to any part of the Premises except in connection with a common television antenna or cable system unless authorised by the Strata Corporation.
- 6.3 An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies, or other things attached to the exterior of a building;
  - (d) doors or windows on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a Strata Lot;
  - (g) those parts of a Strata Lot which the Strata Corporation is required to insure;
  - (h) common property or limited common property.
- 6.4 An Owner must ensure that contractors hired by them to work on a Strata Lot carry third party liability insurance with coverage of at least two million dollars.
- 6.5 It shall be the responsibility of the Owner, by the end of each day during the course of renovations, to clear any debris left in and to clean any common areas affected by the renovations.
- (a) Where an Owner fails to comply with Bylaw 6.5, the Owner shall reimburse the Strata Corporation for any direct costs incurred as a result.
  - (b) If there is a caretaker responsible for the common property, an Owner failing to comply with Bylaw 6.5 shall reimburse the resident caretaker, in addition to any monies owing under Bylaw 6.6(a), at a rate of 1/25 of the weekly salary per hour, for any extra work done as a result of the renovations.
  - (c) Reimbursements owed to the resident caretaker pursuant to Bylaw 6.5(b) shall be paid to the Strata Corporation who shall pay the resident caretaker.

## **7. DAMAGE TO PROPERTY**

- 7.1 The Strata Corporation is not responsible to an Owner for loss, damage or expense caused by an overflow or leakage of water from an adjoining Strata Lot.



- 7.2 An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damage to the Premises or contents thereof caused by or resulting from acts, omissions, negligence, or carelessness of an Owner, a member of an Owner's family, or an Owner's guest, employee, contractor, agent, tenant, or volunteer, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.

## **8. INSURANCE**

- 8.1 No Owner shall do or permit to be done anything that will increase the risk of fire or the rate of fire insurance on the building or any part thereof.
- 8.2 Where a Bylaw is violated causing an increase in the rate payable for fire insurance by the Strata Corporation, the Owner responsible shall pay, in addition to any fine otherwise levied or payable, the amount of the increase in the rate payable for the fire insurance.
- 8.3 An insurance deductible paid or payable by the Strata Corporation on behalf of an Owner shall be considered an expense chargeable to the Owner and shall be added to and become part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- 8.4 Each Owner and/or occupant of a Commercial Strata Lot is responsible for all forms of property and liability insurance on any material goods or operations owned by him or her, together with sufficient liability insurance with reference to any activities or business operations relative to his or her own business so far as to not bring the Strata Corporation into contribution by those actions.
- 8.5 Each Owner and/or occupant of a Residential Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.

## **9. ANNUAL and SPECIAL GENERAL MEETINGS**

### **Person to Chair Meeting**

- 9.1 Annual and special general meetings must be chaired by the president of the Strata Council or, in his or her absence, by the vice president of the Strata Council.
- 9.2 Where both the president and vice president are absent from an annual or special general meeting, a chair must be elected by eligible voters present at the meeting.
- 9.3 Persons who are not eligible to vote may only participate in discussions if permitted to do so by the chair of the meeting, and must leave the meeting if a resolution passed by majority vote is passed requesting them to do so.

### **Participation by Other Than Eligible Voters**

- 9.4 Tenants and occupants of Strata Lots may attend annual or special general meetings regardless of their eligibility to vote.

- 9.5 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.
- 9.6 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**

- 9.7 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 9.8 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 9.9 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 9.10 The outcome of each vote must be announced by the chair and recorded in the minutes of the meeting. The precise number of votes for and against a resolution must be announced where a precise count was requested by an eligible voter under Bylaw 9.9.
- 9.11 If there is 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.
- 9.12 Despite anything in this section, an election of Strata Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 9.13 The vote for a Strata Lot may not be exercised at an annual or special general meeting, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that Strata Lot under section 116(1) of the *Act*.
- 9.14 A quorum for an annual or special general meeting shall be the eligible voters holding one third (1/3) of the Strata Corporation's votes, present in person or by proxy.
- 9.15 If a quorum is not present within a half hour from the time appointed for an annual or special general meeting, the meeting shall continue, and the eligible voters present in person or by proxy will be deemed to constitute a quorum.

### **Order of Business**

- 9.16 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a Person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;

- (g) deal with unfinished business;
- (h) receive reports of Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the *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 Strata Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

## **10. STRATA COUNCIL**

### **Council size**

- 10.1 The Strata Council must be comprised of 7 members, and must have 5 members from the Residential Section and 2 members from the Commercial Section.

### **Council members' terms**

- 10.2 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.
- 10.3 A Person whose term as Strata Council member is ending is eligible for reelection.
- 10.4 In the election of Strata Council members held at the first annual general meeting, all Strata Council members must be elected for a term of one year.
- 10.5 In the election of Strata Council members held at each annual general meeting, the members elected to fill the vacant positions must be elected for a term of 1 year.

### **Removing Council member**

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

### **Replacing Council member**

- 10.8 If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- 10.9 A replacement Strata Council member may be appointed from any Person eligible to sit on the Strata Council.
- 10.10 A Strata Council may appoint a Strata Council member under Bylaw 10 even if the absence of the member being replaced leaves the Strata Council without a quorum.
- 10.11 If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, Persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the *Act*, the regulations and the General Bylaws respecting the calling and holding of meetings.

### **Officers**

- 10.12 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council must elect, from among its member, a president, a vice president, a secretary and a treasurer.
- 10.13 A Person may hold more than one office at a time, other than the offices of president and vice president.
- 10.14 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.
- 10.15 If an officer or other than the president is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling Council meetings**

- 10.16 Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 10.17 The notice in Bylaw 10.16 does not have to be in writing.
- 10.18 A Strata Council meeting may be held on less than one week's notice if
- (a) all Strata Council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all Strata Council members either
    - (i) consent in advance of the meeting, or
    - (iii) are unavailable to provide consent after reasonable attempts to contact them.

10.19 The Strata Council must inform Owners about a Strata Council meeting as soon as possible after the meeting has been called.

#### **Requisition of Council hearing**

10.20 By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Strata Council meeting.

10.21 If a hearing is requested under Bylaw 10.20, the Strata Council must hold a meeting to hear the applicant within 2 weeks of the request.

10.22 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

#### **Quorum of Council**

10.23 A quorum of the Strata Council is 4 members.

10.24 Strata Council members must be present in person at the Strata Council meeting to be counted in establishing quorum.

#### **Council meetings**

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

10.26 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

10.27 Owners may attend Strata Council meetings as observers.

10.28 Despite Bylaw 10.27, no observers may attend those portions of Strata Council meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the *Act*;
- (b) rental restriction Bylaw exemption hearings under section 144 of the *Act*;
- (c) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at Council meetings**

10.29 At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.

10.30 If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote.

10.31 The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

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

10.32 The Strata Council must inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### **Delegation of Council's powers and duties**

10.33 Subject to Bylaws 10.34 and 10.36, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or Persons who are not members of the Strata Council, and may revoke the delegation.

10.34 The Strata Council may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with Bylaw 10.35.

10.35 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.

10.36 The Strata 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.

### **Spending restrictions**

10.37 A Person may not spend the Strata Corporation's money unless the Person has been delegated the power to do so in accordance with the General Bylaws.

10.38 Despite Bylaw 10.37, a Strata Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

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

10.39 A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Strata Council.

10.40 Bylaw 10.39 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

## **11. ENFORCEMENT OF BYLAWS AND RULES**

11.1 The Strata Corporation may fine an Owner for infractions of the General Bylaws and Rules if the Strata Council deems a fine is the most appropriate penalty after all other efforts have been exhausted.

- (a) Fines for the contravention of a Bylaw are not to exceed a maximum of \$200.00 for each contravention;
- (b) Fines for the contravention of a Rule are not to exceed a maximum of \$50.00 for each contravention;
- (c) Contravention of a Bylaw restricting or limiting the rental of Residential Strata Lots shall be subject to a fine not exceeding a maximum of \$500.00;
- (d) Fines may be levied every 7 days for a continuing contravention of a Bylaw or Rule.

11.2 Where any act or omission by an Owner, his or her employee, agent, invitee, or tenant violates the General Bylaws resulting in the Strata Corporation being required to expend any sum of money, the responsible Owner shall be required to pay forthwith upon demand any expenditure, including and not limiting the generality of the foregoing, any and all costs of legal proceedings whether initiated pursuant to Part 10 of the *Act* or otherwise, including costs as between solicitor and client on a full indemnity basis.

## **12. DISPUTES**

12.1 The Strata Council is not required to obtain prior approval for and may proceed with a Small Claims action on behalf of all Owners of the Strata Corporation, except any who are being sued, to collect monies owing to the Strata Corporation, including money owing as a fine.

## **13. APPLICATION**

13.1 The General Bylaws are unenforceable to the extent that they contravene the *Act*, the Regulations, the *Human Rights Code* or any other enactment or law.

## **14. BUILDING SECURITY**

14.1 Garage door transmitters must not be left unattended in a vehicle at any time. A strata lot shall be assessed a bylaw fine of \$200.00 for each contravention of bylaw 14.1.