

**HIGGINSON VILLAS
STRATA BCS 1517
CONSOLIDATED BYLAWS**

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1 PAYMENT OF STRATA FEES

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Notwithstanding the purpose for which an owner may indicate a payment is made, all payments received by the Strata Corporation from or on behalf of an owner will be applied on account of any debts owing by the owner to the Strata Corporation on a first in, first out basis irrespective of the manner in which the debt arose.
- 1.2 If an owner is late paying strata fees, the owner shall be charged interest on the unpaid amount at the rate of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.3 Owners must contribute equally to the Strata Corporation's total contributions budgeted for the operating fund and the contingency reserve fund by means of strata fees which are identical for each unit.

2 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 2.1
 - (a) 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.
 - (b) An owner is responsible to keep such articles as dishwashers, washing machines, dryers, kitchen and bathroom faucets and drains, toilets, and other fixtures and appliances in good condition, and shall be responsible for loss or damage caused as a result of the failure, breakage, or malfunction of the said articles and appliances.
- 2.2
 - (a) 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.
 - (b) Despite Bylaw 11(c), an owner is responsible for the day-to-day maintenance of limited common property designated for the owner's exclusive use (including carports, balconies and patios). This includes a duty to repair torn or burnt vinyl decking immediately, and to ensure that seams in vinyl decking are sealed.
- 2.3 No owner or renter must prune, treat in any way, move, remove or add to any planting on the common property without prior consent of the Strata Council.

- 2.4 An owner must maintain a minimum temperature of at least 10 degrees Celsius in his or her strata lot to conserve the plumbing, electrical and other systems of the building.

3 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 unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal or,
 - (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.
- 3.2 An owner, tenant, occupant or visitor must not operate a business in a strata lot where it affects or interferes with the other owners by way of traffic, water consumption, noise or unreasonable disturbance of living.
- 3.3 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 Strata Property Act. If the damage is caused by careless, negligent or inattentive acts and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual strata lot owner.
- 3.4 An owner who has the use of common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

4 PETS

- 4.1 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

- 4.2 An owner, tenant or occupant must not keep any pets on a strata lot other than:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds; or
 - (d) up to one dog not exceeding 18 inches shoulder height, or one cat, licensed as required under local government Animal Control Bylaws and with appropriate immunizations.
- 4.3 An owner, tenant or occupant must not keep any pet, whether animal, bird or otherwise on the common property at all, nor in any strata lot except with prior written consent of the strata council, which shall not be reasonable withheld in respect to:
- (a) aquarium fish
 - (b) specific birds
 - (c) a cat or dog kept within the strata lot and not heard outside it, nor permitted to be at large in the common property, except when under the control of a responsible person.
- 4.4 An owner, tenant or occupant must not bring any dangerous or poisonous animals onto a strata lot or the common property.
- 4.5 An owner, tenant or occupant must immediately remove from common property, or land that is a common asset, all pet excrement arising from the owner's, tenant's, or occupant's pet, or any pet belonging to a visitor.
- 4.6 Violations of section 4.1-4.5 will result in fine set out in section 31 of these Bylaws.

5 NOTIFICATION TO STRATA CORPORATION

- 5.1 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 including any outside the strata plan, if any.
- 5.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her last name.

6 OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 6.1 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 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; including fences, railings or similar structures involving limited common property;
- (f) common property located within the boundaries of a strata lot; and
- (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Strata Property Act.

6.2 The Strata Corporation must not unreasonably withhold its approval under subsection (6.1), 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.

7 APPROVAL BEFORE ALTERATION TO COMMON PROPERTY

- 7.1 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.
- 7.2 The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

8 ENTRY TO STRATA LOT

- 8.1 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 to:
 - i. 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 under Section 149 of the Strata Property Act, or
 - ii. ensure compliance with the Strata Property Act and the bylaws.

- 8.2 The notice referred to in subsection 8.1 (b) must include the date and approximate time of entry, and the reason for entry.

9 RENTAL OF STRATA LOT

- 9.1 An owner shall not permit their strata lot to be leased or rented, except to a family member defined in the Strata Property Act.
- 9.2 An owner may apply to the Strata Corporation for an exemption from bylaw 9.1 on the grounds that the bylaw causes hardship to the owner.
- 9.3 An owner must provide the Strata Corporation, when renting or leasing his or her strata lot, a Form K, Notice of Tenant's Responsibilities in accordance with Section 146 of the Strata Property Act. Failure to provide a Form K, Notice of Tenants Responsibilities within fourteen (14) days of the commencement of a tenancy shall be cause for a fine against the strata lot owner for each month until the applicable forms are received.
- 9.4 An owner of a residential strata lot must provide his or her tenant with a copy of the Bylaws, the Form K, Notice of Tenant's Responsibilities, and the Rules, and obtain a written acknowledgement thereof.
- 9.5 Subject to approval of the strata council, an owner may appoint a person of his or her choosing to occupy his or her strata lot for security and safe keeping purposes for a pre-approved period of time not to exceed 60 days. Permission of the strata council shall not be unreasonably withheld. If a further extension is required, it must be agreed to in writing by the strata council.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

10 AGE RESTRICTION

- 10.1 This is an adult oriented development, and save and except otherwise set forth herein, no person under the age of 55 years can use or occupy any strata lot for more than 30 days, unless he or she has prior written approval of the Strata Council. If any owner or other occupants of a strata lot have a child while occupying a strata lot, then on or before the second birthday of such child, the owners or occupants must vacate the strata lot.

- 10.2 Notwithstanding paragraph 10.1 of these bylaws, if spouses (as defined in paragraph 10.3 of these bylaws) own or occupy a strata lot together, for such a time as at least one of the spouses had attained the age of 55 years (the “Conforming Owner”), the spouse of the Conforming Owner (the “Non-Conforming Owner”) shall be entitled to own, use and occupy the strata lot. In the event of the death of the Conforming Owner, the Non-Conforming Owner shall be entitled to continue to own, use or occupy the strata lot, notwithstanding that he or she may be under the age of 55 years at the time of death of the Conforming Owner. In the event of the divorce or legal separation of the Conforming Owner and the Non-Conforming Owner, the Non-Conforming shall be entitled to continue to own, use or occupy the strata lot notwithstanding that he or she is under the age of 55 years. The exemption shall not, however, extend to any new spouse of the Non-Conforming Owner, unless the Non-Conforming Owner has at that time attained the age of 55 years.
- 10.3 For the purpose of this age restriction bylaw, “Spouse” means legally married spouses and a person who is united to another person by a marriage that, although not a legal marriage, is valid by common law.

11 REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- 11.1 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 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 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) doors and windows on the exterior of a building or that front on the common property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.

11.2 The Strata Corporation must also do the following:

- (a) On written request of an owner or mortgagee of a strata lot, produce to him or her, or a person authorized in writing by him or her, copies of the insurance policies effected by the Corporation and copies of the receipts for the last premiums upon receipt by the Strata Corporation of a reasonable sum of money to cover the cost of copies;
- (b) Collect and receive all contributions toward the common expenses paid by the owners and deposit them with a savings institution;
- (c) 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 Strata Corporation;
- (d) Report the financial status of the Strata Corporation on a timely basis to the owners of the Strata Corporation;
- (e) Collect from each owner the owner's share of the dues, fees and special assessments payable by the Strata Corporation as a member of the Condominium Homeowner's Society, or similar organization, such share to be calculated on the basis of each owner's unit entitlement; and
- (f) When a strata management company is retained, defer all duties specified in subsection 11.2(b), (c) and (d) to the management company.

12 STRATA COUNCIL TO PERFORM DUTIES OF STRATA CORPORATON

12.1 The powers and duties of the Strata Corporation must be exercised by the strata council.

13 INSURANCE

13.1 The Strata Corporation must obtain and maintain property insurance as required by Section 149 of the Strata Property Act.

13.2 The Strata Corporation must obtain and maintain liability insurance and errors and omissions insurance as set out in Sections 150 and 151 of the Strata Property Act.

13.3 On the written request of an Owner, the Corporation shall produce to him a copy of the insurance policy or policies and verification of the premium.

- 13.4 In the event that loss or damage occurs to Common Property or Limited Common Property or Common Facilities and gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that, if the origination of the loss is within the interior confines of an individual Strata Lot for which the owner is responsible, the Strata Corporation may sue the strata lot owner for the deductible of the Strata Corporation's policy relative to the loss, and such deductible shall be paid by the individual Strata Lot Owner in whose lot the cause of the damage originated.
- 13.5 The foregoing shall also apply if the careless, negligent or inattentive acts of a Strata Lot Owner or Occupant causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.
- 13.6 In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities, and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot Owner.
- 13.7 In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities and the damage so caused is not covered under the insurance in place, the Strata Lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement.
- 13.8 The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility; supply line or sewer system that extends from Common Property into an individual unit, in which case the deductible of the Strata Corporation's insurance policy shall be the responsibility of the Strata Corporation. It is further agreed and understood that when any loss or damage originates from "Common Property" as defined in the Act and is not the responsibility of the Strata Lot Owner as previously defined, the deductible of the Strata Corporation's insurance policy shall then be the responsibility of the Strata Corporation.
- 13.9 Damage to personal property of a Strata Lot Owner or Occupant, or their guests, servants or agents, or damage together with any upgrading, substituting, improvements or betterment to the unit that have been made or acquired by the present Owner from those originally installed shall be the responsibility of the Strata Lot Owner.

INSURANCE CLAIMS

- 13.10 An owner of a strata lot shall be deemed to be responsible for any loss or damage, however caused, to a strata lot, or to common property or assets, or to limited common property, which arises totally from within his/her strata lot, up to the amount of the insurance deductible on the insurance policy maintained by the strata corporation, and shall reimburse the strata corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible.
- 13.11 For the purpose of this Bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- 13.12 An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

14 COMMENCEMENT OF LEGAL ACTION

- 14.1 The Strata Corporation will not be required to obtain a resolution passed by a $\frac{3}{4}$ vote at an Annual General meeting or a Special General meeting in order to commence legal action under Small Claims Act against an owner or other persons and/or legal entity.

DIVISION 3 – STRATA COUNCIL

15 STRATA COUNCIL SIZE

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

16 STRATA COUNCIL MEMBERSHIP

- 16.1 Owners, individuals representing corporate owners and tenants may be members of the strata council.
- 16.2 No person may stand for the strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against the strata lot under the section 116 (1) of the Strata Property Act.
- 16.3 Except where all owners comprise the strata council, if a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the strata council at any one time.

17 STRATA COUNCIL MEMBERS' TERMS

- 17.1 The term of office of a strata council member ends at the end of the Annual General Meeting at which a replacement is elected.
- 17.2 A person whose term as strata council member is ending is eligible for re-election.
- 17.3 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.
- 17.4 In the election of strata council members held at the second Annual General Meeting,
- (a) If the strata council has an even number of members, $\frac{1}{2}$ of the members must be elected for a term of 2 years, and the remainder elected for a term of one year, or
 - (b) If the strata council has an odd number of members, a simple majority must be elected for a term of 2 years, and the remainder elected for a term of one year.
- 17.5 The strata council shall elect by and from among its members the delegates the Strata Corporation is entitled to appoint to vote on its behalf at meetings of the Condominium Homeowner's Association, or similar organization, such delegates to hold their appointments until the Strata Corporation has elected a new strata council.

18 REMOVING STRATA COUNCIL MEMBER

- 18.1 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 strata council members.
- 18.2 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.

19 REPLACING STRATA COUNCIL MEMBER

- 19.1 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 Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- 19.2 A replacement strata council member may be appointed from any person eligible to sit on the strata council.
- 19.3 The strata council may appoint a strata council member under this section even if the absence of the member being replaced leaves the strata council without a quorum.

- 19.4 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 council by complying with the provisions of the Strata Property Act, the regulations and the bylaws respecting the calling and holding of meetings.

20 OFFICERS

- 20.1 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 members, a president, a vice president, a secretary and a treasurer who shall hold office until the conclusion of the next Annual General Meeting of the Strata Corporation or until their successors are elected or appointed.
- 20.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 20.3 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.
- 20.4 In the absence of both the president and vice-president, the members present shall from among themselves, appoint a president for that meeting, who shall, have all duties and powers of the president while so acting.
- 20.5 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.

21 CALLING STRATA COUNCIL MEETINGS

- 21.1 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.
- 21.2 The notice does not have to be in writing.
- 21.3 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

- (ii) are unavailable to provide consent after reasonable attempts to contact them.

21.4 The Strata Council must inform owners about a strata council meeting as soon as feasible after the meeting has been called, by posting a notice of the meeting in a central location on the Strata Corporation's property.

22 REQUISITION OF STRATA COUNCIL HEARING

22.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a strata council meeting.

22.2 If a hearing is requested under subsection 22.1, the strata council must hold a meeting to hear the applicant within two weeks of the request.

22.3 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.

23 QUORUM OF STRATA COUNCIL

23.1 A quorum of the strata council is:

- (a) 1, if the strata council consists of one member,
- (b) 2, if the strata council consists of 2, 3 or 4 members,
- (c) 3, if the strata council consists of 5 or 6 members, and
- (d) 4, if the strata council consists of 7 members.
- (e) 5, if the strata council consists of 8 members.

23.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

24 STRATA COUNCIL MEETINGS

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

24.2 If a strata council meeting is held by electronic means, strata council members are deemed to be present in person.

24.3 Owners may attend strata council meetings with the permission of the strata council.

25 VOTING AT STRATA COUNCIL MEETINGS

- 25.1 At strata council meetings, decisions must be made by a majority of strata council members present in person at the meeting.
- 25.2 Unless there are only two strata lots in the strata plan, if there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.
- 25.3 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..

26 STRATA COUNCIL TO INFORM OWNERS OF MINUTES

- 26.1 The strata council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him or her, minutes of all general meetings and strata council meetings.

27 DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES

- 27.1 Subject to subsections 27.2 to 27.4, the strata council may delegate some or all of its powers and duties to one or more strata council members persons or companies who are not members of the strata council, and may revoke the delegation.
- 27.2 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 subsection 27.3
- 27.3 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.
- 27.4 The strata council may not delegate its powers to determine, based on the facts of a particular case, the following:
- (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.

28 SPENDING RESTRICTIONS

- 28.1 A person or company may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 28.2 Despite subsection 28.1, 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.
- 28.3 Before acquiring or disposing of personal property which has a market value of \$5,000.00 or more, the Strata Corporation must obtain prior approval by resolution passed by a $\frac{3}{4}$ vote at an Annual or Special General Meeting.
- 28.4 If a proposed expenditure has not been put forward for approval in the budget or at an Annual or Special General Meeting, the Strata Corporation may only make the expenditure out of the operating fund if the expenditure, together with all the other unapproved expenditures made under this bylaw in the same fiscal year, is less than \$5,000.00.

29 LIMITATION ON LIABILITY OF STRATA COUNCIL MEMBER

- 29.1 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.
- 29.2 Subsection 29.1 does not affect a strata council member's liability, as an owner, for a judgment against the Strata Corporation.

30 REMUNERATION FOR STRATA COUNCIL MEMBERS

- 30.1 Strata council members shall not be paid any monthly fee for being a member of the strata council.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

31 MAXIMUM FINE

- 31.1 The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$100.00 for each contravention of a bylaw, that is not a rental restriction Bylaw,
 - (b) \$20.00 for each contravention of a rule, and
 - (c) \$500.00 for each contravention of a bylaw restricting the rental of a residential strata lot.

31.2 Any fine levied shall be payable within 7 days of notice of the same.

32 CONTINUING CONTRAVENTION

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

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

33 NOTICE

33.1 The Strata Corporation must give at least 14 days written notice of an Annual or Special General Meeting.

33.2 Notice of Annual or Special General Meeting is deemed to have been given 4 days after it is left with an adult, put under the door of a unit, put in the mailbox of a unit, or faxed to a unit.

34 PERSON TO CHAIR MEETING

34.1 Annual and Special General Meetings must be chaired by the president of the strata council.

34.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.

34.3 If neither the president nor the vice president of the strata council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

35 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

35.1 Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

35.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

35.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

36 **VOTING**

- 36.1 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- 36.2 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.
- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6 If there are only 2 strata lots in the strata plan, subsection 36.5 does not apply.
- 36.7 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.
- 36.8 The vote for a strata lot may not be exercised, 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 Strata Property Act.

37 **QUORUM**

- 37.1 A quorum for an Annual or Special General Meeting is:
- (a) eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy, or
 - (b) if there are fewer than 4 strata lots or fewer than 4 owners, eligible voters holding 2/3 of the Strata Corporations votes, present in person or proxy.
- 37.2 Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour from the time appointed and, if within one hour of the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

38 **ORDER OF BUSINESS**

38.1 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 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 Strata Property Act;
- (j) report on insurance coverage in accordance with Section 154 of the Strata Property Act, if the meeting is an Annual General Meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Strata Property 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 Strata Property Act;
- (m) elect a Strata Council, if the meeting is an Annual General Meeting; and
- (n) terminate the meeting.

39 **ELECTRONIC ATTENDANCE AT ANNUAL SPECIAL GENERAL MEETING**

39.1 Any person eligible to attend an Annual or Special General Meeting may attend the meeting by telephone or any other method the strata council determines, provided that such method permits all persons participating in the meeting to communicate with each other during the meeting.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

40 VOLUNTARY DISPUTE RESOLUTION

- 40.1 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 Strata Property Act, the regulations, the bylaws or the rules.
- 40.2 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.
- 40.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 - MARKETING ACTIVITIES BY OWNER DEVELOPERS AND OWNERS

41 DISPLAY LOT

- 41.1 An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- 41.2 An owner developer may use a strata lot, that the owner developer owns or rents as a display lot for the sale of other strata lots in the strata plan.
- 41.3 An owner who is selling his or her strata lot must ensure that real estate signage must be placed on the designated signboard provided by the Strata Corporation. The required dimensions for the real estate signs are 24 inches in length by 10 inches in height.
- 41.4 An owner who is selling or renting his or her strata lot may only have an open house for the strata lot during the hours of 10:00am and 4:00pm.

DIVISION 8 – PARKING

42 PARKING

- 42.1 No vehicles that are inoperable or uninsured may be parked or stored on common property or limited common property.
- 42.2 Visitors must park in designated visitor parking areas only.
- 42.3 Parking on the streets and roadways is prohibited, with the exception only of vehicle loading or unloading.
- 42.4 No recreational vehicle shall be stored on any strata lot, but such vehicle may be temporarily parked on a private driveway for loading and unloading.
- 42.5 No recreational vehicle shall be parked or stored on any common property.
- 42.6 Vehicles parked or stored in contravention of the Bylaws or Rules of the Strata Corporation will be towed after 24 hours notice at the owner's, tenant's or visitor's risk and expense.
- 42.7 No vehicle shall be parked in a manner that obstructs access to any garage or driveway.
- 42.8 No repairs shall be carried out on any vehicle on common property.
- 42.9 Other than in an enclosed garage, no commercial vehicles shall be parked on any lot or common property, except to deliver goods or render services within the strata.
- 42.10 All owners, occupants, tenants and visitors must abide by posted speed limit and parking signs.

DIVISION 8 – RULES

- 43** The Rules of the Strata Corporation may be created and amended from time to time in accordance with the Strata Property Act.