

BYLAWS

STRATA PLAN BCS 2236

NATURE'S GATE

Phase 1 – 33318

Phase 2 – 33328

Phase 3 – 33338

Bourquin Crescent East, Abbotsford, BC V2S 1Y1

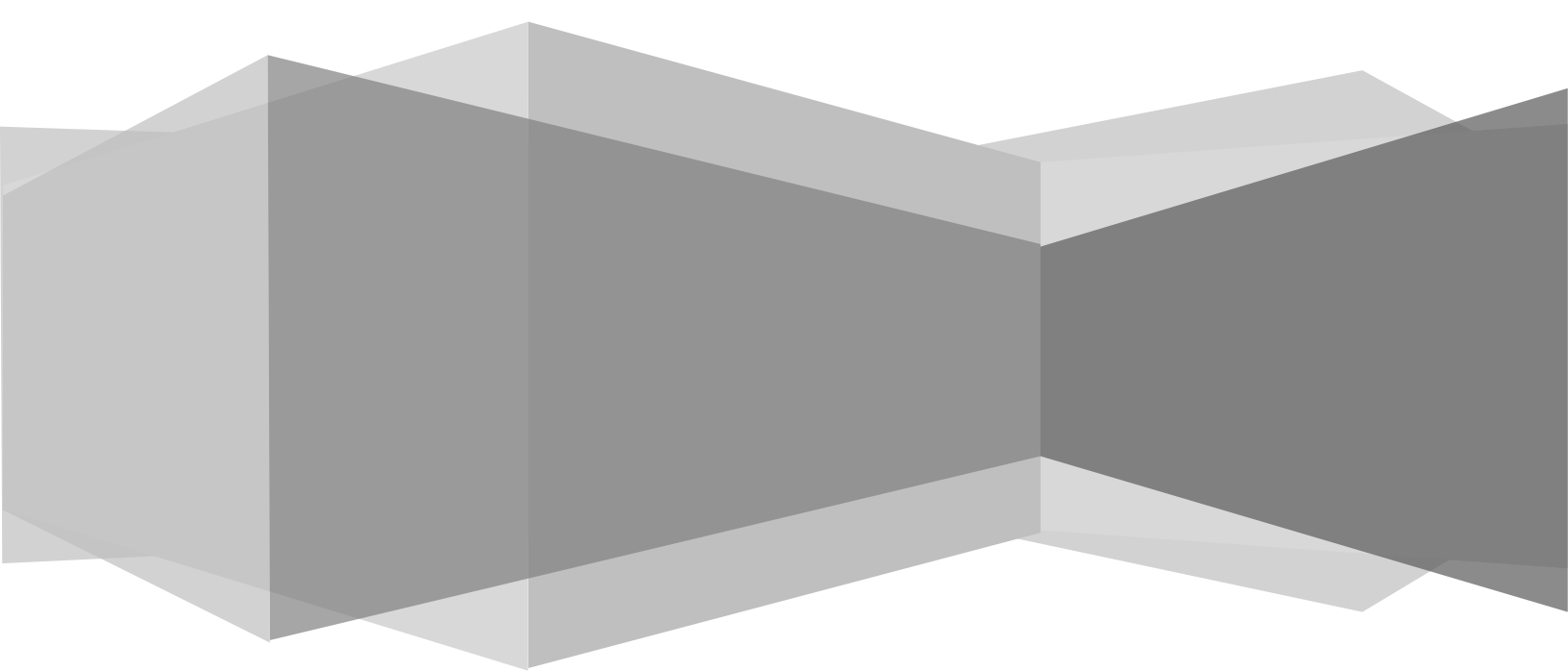


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BYLAWS

“NATURE’S GATE”

STRATA CORPORATION BCS2236

NOTICE

For legal purposes, you should obtain a true copy of the Bylaws from the Land Title Office.

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fee

- (1) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (a) Where an owner fails to pay strata fees in accordance with bylaw 1(1), outstanding strata fees will be subject to:
 - (i) an interest charge of 10% per annum, compounded annually; and
 - (ii) a fine of \$50.00.
 - (b) Any strata fees paid by a cheque or written authorization for automatic debit dishonoured by the bank will be subject to a fine of \$50.00 and an administration charge of \$25.00.
- (2) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
 - (a) Where an owner fails to pay a special levy in accordance with bylaw 1(2), the outstanding special levy contributions will be subject to:
 - (i) an interest charge of 10% per annum, compounded annually, and
 - (ii) a fine of \$50.00.
- (3) Any fines assessed pursuant to these bylaws will be added to the strata fees of the Owner following the date of the notice of infraction.
- (4) When arrears exceed three months of strata fees, a lien will be placed on the strata lot involved at the Owner’s expense, including all legal and other expenses.
- (5) The Strata Corporation may proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owners, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the Owner’s act, omission, negligence or carelessness or by that of an Owner’s visitors, occupants, guests, employees, agents, tenants or a member of the Owner’s family.
- (6) Any payments from Owners of the Strata Corporation will first be applied to any outstanding penalties or fines and then will be applied to outstanding strata fees.
- (7) If the Strata Corporation is entitled to register a lien against a strata lot for amounts outstanding pursuant to Section 116 of the Strata Property Act, then no vote of that strata lot may be exercised, except on matters requiring a unanimous vote, at -
 - (a) an Annual General Meeting; or

- (b) a Special General Meeting

2. Repair and Maintenance of Property by Owner

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

3. Use of Property

- (1) Occupants 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.
- (2) Occupants must not run a retail business from a strata lot that involves undue traffic, noise or traffic in the common areas.
- (3) Each unit cannot have more than five people residing in it.
- (4) Occupants 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.
- (5) Occupants must refrain from causing unnecessary noise between the hours of 9 pm and 7 am from sources including hard-heeled footsteps, kitchen, washing and drying machines, stereos and parties.
- (6) Occupants or visitor must not move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules and regulations passed by the Strata Council from 8:00 am to 8:00 pm.
- (7) Maximum 20 pound propane tanks are allowed on the building premises. There is only one propane tank permitted per appliance. Occupants will not increase the risk of fire or the rate of fire insurance on the buildings or any part thereof, including but not limited to:
 - (a) the storing of propane tanks inside the building for barbecues, or the storing of other combustible, inflammable, or dangerous materials in a strata lot.
 - (b) tossing of cigarette butts or other flammable materials on any common or limited common property from the strata lot.
- (8) In the event of an emergency which affects the common property or general safety and requires immediate access to a strata lot where the resident cannot be reached, access may be gained by force and any damaged will be at the Owner's expense.
- (9) Any maintenance or alteration to a strata lot fire sprinkler or fire alarm system must be carried out by the company retained by the Strata Corporation to maintain the building fire sprinkler and fire alarm system.

4. Inform Strata Corporation

- (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, in the case of a rental agreement, a tenant must inform the Strata Corporation of his or her name.
- (3) See Subsection 10 – Pets.

5. Obtain approval before altering a Strata Lot

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following—
 - (a) the structure of a building; or
 - (b) the exterior of a building.
- (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 agrees, in writing, to take responsibility for any expenses relating to the alteration.

6. Obtain approval before altering Common Property

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
 - (a) Submit, in writing, detailed plans and description of the intended alteration;
 - (b) Obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) Obtain the consent of the owners by written approval of the strata council under bylaw 6.1.
- (3) The strata corporation shall require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, but not limited to the following:
 - (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will

be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees;

- (f) that all work will be performed by licensed and insured contractors only.
- (4) An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (5) An owner who, subsequent to the passage of this bylaw, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

7. Permit entry to Strata Lot

- (1) Occupants or visitors 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-hour 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 these Bylaws or insure under Section 149 of the *Act*.
- (2) The written notice referred to in Subsection (1) (b) above must include the date and approximate time of entry, and the reason for entry.
- (3) During the annual fire equipment testing, upon receipt of a 14-day notice and a follow-up notice 7 days prior to the testing date, an Owner or resident must provide access to the Strata Corporation to his or her strata lot for the purpose of having the fire equipment (sprinkler heads, heat detector and smoke detector) within the strata lot inspected and tested.

8. Rental Restrictions

- (1) No strata lots may be rented.
- (2) If an owner is exempt from a rental restriction bylaw pursuant to the Act, prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation.
- (3) Prior to occupation of a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- (4) Where an owner leases a strata lot in contravention of Bylaw 8.1, the owner shall be subject

to a fine of \$500 every seven days 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.

- (5) 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.
- (6) Tenants are not permitted to sublet.
- (7) An exemption that is granted by the Strata Corporation for a lease permit will be for a period of 12 months only.
- (8) All owners are responsible for their tenants' actions and any fines levied due to the tenants' non-compliance with the bylaws of the Strata Corporation will be charged to the Owner.
- (9) An owner must pay a \$200 move in and \$200 move out fee at the time of the move. This fee will be levied upon the move-in or out and will be issued to help defray maintenance costs. It will be charged automatically to the owners' maintenance fee account. This fee does not in any way limit the liability for damages to common areas caused during a move-in/move-out. Move in or move out must be scheduled with the resident manager 48 hours in advance.
- (10) If an owner wishes a hearing, the Strata Corporation must hear the owner within 3 weeks following the date the written application is given to the Strata Corporation. A written decision will be given to the owner within 1 week after the hearing is held.
- (11) A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental. Without limiting the generality of the foregoing, an Owner, tenant, or occupant must not enter into a license for the use of all or part of a strata lot.

9. Insurance Deductible

- (1) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
- (2) In the event that water loss or damage is caused by the individual strata lot Owner, or its occupants, the deductible portion of an insurance claim will be paid by the owner.

10. Pets

- (1) An occupant must register a pet with the Strata Council within 7 days of bringing the pet onto the premises by providing the Strata Council a written notice, signed by the Owner or Occupant. The Notice will set out the type, name, breed, colour, and sex of the pet, the strata lot number where the pet is kept, the name and telephone number of the pet owner, and the license number of the pet if applicable.
- (2) Occupant or visitor must ensure that animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (3) Occupants must not keep any pets on a strata lot other than one or more of the following -
 - (a) a reasonable number of fish or other small aquarium animals;

- (b) up to two caged birds; or
 - (c) one dog or one cat.
- (4) The owners of pets are fully responsible for their behaviour within the common property. If a pet is deemed to be a nuisance by the Strata Council, it must be removed from the Strata Corporation within 30 days. Strata lot residents are responsible for advising their visitors of the rules concerning pets.
 - (5) Pets of “Nature’s Gate” are not permitted to urinate or defecate on common or limited common property. Failure to comply will result in a fine being assessed in accordance with the Bylaws.
 - (6) Pet owners are responsible for the removal of all pet waste which is left anywhere on common property and limited common property.
 - (7) Owners are responsible for any damages caused by their pets or the pets of their guests.
 - (8) Residents will not feed pigeons, seagulls, crows, starlings or any large birds from the strata lot or the common property.
 - (9) Any owner, occupant or tenant as of record September 26, 2016 that has two dogs, two cats, or combination thereof, may continue to keep those pets within the Strata Lot until such time as the owner, occupant or tenant no longer resides within the strata lot or those pets expire or are relinquished. Pets kept in excess of those permitted by Bylaw 10(3) may not be replaced upon their expiration or relinquishment. The strata council may grant an exemption from the operation of this bylaw in order to accommodate a disability in accordance with the BC Human Rights Code.

11. Parking and Vehicles

- (1) Visitor parking is available under the following conditions:
 - (a) Vehicle must display a valid parking pass provided by the resident (one per unit). The pass must hang from the rear-view mirror or be visible on the dash.
 - (b) Visitors may park their vehicle overnight in visitor parking for no more than three (3) nights in a one-week period without written permission of the strata council. Permission to park for longer than three (3) days in a one-week period must be provided by the strata council in writing.
 - (c) Visitor parking is limited to non-residents of the strata.
 - (d) Parking in a handicap space without a valid handicap sign is a violation.
 - (e) Violation of the visitor parking bylaws will result in the vehicle being towed by the towing company under contract with the Strata Corporation.
- (2) Vehicle types, licensing and other restrictions:
 - (a) Recreational vehicles, boats, trailers or property other than passenger vehicles must not be parked on common property or limited common property without written approval of the Strata Council.
 - (b) All vehicles parked on common property or limited common property must be licensed and insured.
 - (c) Except for temporary business purposes, commercial vehicles greater than three-quarter ton are not permitted to park anywhere on “Nature’s Gate” property.
 - (d) Residents must use only the parking space(s) assigned to the strata lot unless private

arrangements have been made to use another resident's assigned space.

- (e) Assigned space(s) cannot be leased or rented to a non-resident.
- (f) Vehicles must weigh less than 4000 GVW.
- (g) Car repair and maintenance such as oil changes and anti-freeze changes is not permitted in any parking spaces on common property or limited common property.
- (h) The resident must keep their parking stall(s) swept and clear of all items.
- (i) The speed limit on common property is 10 km/hr.
- (j) Incoming vehicles have the right-of-way at the garage doors.
- (k) Use of car horns is prohibited on common property or limited common property.
- (l) Vehicle lights must be used at all times in the parking garage when the vehicle is in motion.

12. Windows and Balcony/Patio/Deck

- (1) Items such as window drapes, blinds, laundry, clothing, bedding must not be hung or displayed from windows or decks, or other parts of a strata lot that are visible from the outside of the building.
- (2) Visible deck or patio storage is prohibited. Bicycles must be stored in the bike room provided in each building and not on decks or within the strata lot.
- (3) Drapes or blinds visible from outside of the building must be neutral in color.
- (4) Awnings, shade screens, smoke stacks, satellite dishes, radio or television antennas cannot be hung from or attached to the exterior of a strata lot.
- (5) Residents must not allow debris to accumulate on their patios, except for patio furniture, potted plants or barbecues, without written consent of the Strata Council.
- (6) Structural alterations must not be made to either the interior or exterior of the strata lot without written approval by the Strata Council.
- (7) Items both small and large cannot fall or be thrown from a deck or patio. These items include, but are not limited to—
 - (a) debris from mops or dusters; and
 - (b) cigarettes, matches or other burning material.

If items are dropped or fall from above they must be retrieved immediately.

- (8) Only electric or propane barbecues are permitted. Barbecuing must be conducted in a safe manner. Store and use barbecues at a safe distance from the building exterior. Barbecues producing excessive smoke will be considered a nuisance.
- (9) Outdoor cooking on a barbecue is the only permitted method.
- (10) Plants, BBQs and patio furniture only allowed on balconies.
- (11) Two (2) hanging planter baskets are permitted to be attached to the underside of the balcony above but may not be attached to any wall or column of a building, except in cases where there is no balcony above. If there is no balcony above hanging planter baskets may be attached to the strapping on the columns at the balcony.

13. Garbage

- (1) Garbage:
 - (a) Household garbage must be secured in a garbage bag.
 - (b) Deposit garbage in the designated bin for your building.
 - (c) The garbage area must be kept clean at all times. Any litter/garbage spilled outside the bin is the responsibility of the resident and must be tidied as soon as possible.
 - (d) Disposal of large items and contaminants such as furniture, mattresses, appliances, car parts, batteries and paint cans are the responsibility of the resident and must be disposed of by the Owner at an appropriate facility provided by the City.
- (2) Recyclables:
 - (a) Blue bags must be secured and placed in the bin designated for recyclables.
 - (b) Do not place loose items in the recycle bin. All items should be in a blue bag.
 - (c) Flatten cardboard and secure with string if you have more than one piece.

14. Exterior Appearance

- (1) Advertising and Signs:
 - (a) Signs, billboards, placards, advertising or notices of any kind must not be erected or displayed on the common property, limited common property or strata lot.
 - (b) Real estate signs can be hung on the gallows sign post located outside the main gate.
 - (c) Alarm monitoring signs can be posted in strata lot windows.
- (2) Building and Landscaping:
 - (a) The exterior appearance of the building, including patios and balconies cannot be altered by painting any surface, without written permission of the Strata Council.
 - (b) All grass, trees, paving and landscaping will be maintained by the Strata Corporation. Residents must not impede access by maintenance personnel to their limited common property.
 - (c) A resident or visitor must not cause damage to trees, plants, bushes, flowers or lawns and must not place chairs, tables or other objects on lawns or grounds that can damage plants or prevent growth.

15. Consideration of Others

- (1) Noise and Disturbance:
 - (a) Residents or visitors must not make undue noise or create disturbance in or about the strata lot or on the common property.
 - (b) Instruments, sound equipment, wind chimes or other devices which create noise must not be used within a strata lot if, in the opinion of the Strata Council, a disturbance or interference is caused that affects the comfort and enjoyment of other Residents.
 - (c) Respect each neighbour by keeping the volume and bass of TVs and stereos low enough that they cannot be heard outside the unit. Walking on laminate flooring in hard soled shoes can cause noise. Consider using soft-soled slippers and area carpeting.

- (d) Noise and disturbance bylaws are in effect between 9:00 pm and 7:00 am.
- (2) Solicitation, canvassing, loitering:
 - (a) Soliciting is not permitted within the strata common property with the exception of Federal or Provincial government agents.
 - (b) Playing, rollerblading, skateboarding, riding bicycles are not permitted in interior or exterior common areas.

16. Building and Common Area Security

Security of the buildings and common property cannot be maintained without the full cooperation and observance of these Bylaws by all owners, residents, and visitors. Failure to comply is a serious security risk to the strata and residents.

- (1) Property Gate and Building Parking Gates:
 - (a) Upon entering or departing the front gates or building gates residents must stop to wait for the gate to close before proceeding. Failure to do so can result in fines levied against the owner of the strata lot.
- (2) Building doors and exits:
 - (a) Outside entrance/exit doors must not be left open unattended. This bylaw must be obeyed particularly during a move in/move out activity.
 - (b) Admission to the building of any person is not permitted unless person is known to the resident.
 - (c) Persons delivering goods or services must be met at the front entrance.
- (3) Keys and garage transmitters:
 - (a) Owners and tenants are responsible for garage transmitters. Replacement costs for garage transmitters are the responsibility of the owner. Transmitters should not be left in vehicles when parked in the event of car theft or break-in.
 - (b) Only two keys are permitted to be issued per strata lot. Residents must report any lost or stolen keys or garage transmitters to the Strata Council or Strata Agent immediately.
 - (c) Additional or replacement garage transmitters are issued by the Resident Manager under the authority of the Strata Council.
 - (d) Owners are responsible for the costs associated with changing building security codes or keys in the event of loss or theft.
- (4) Residents should report to the Management Company and/or the police any suspicious person(s) in or around the complex.

Division 2 – Powers and Duties of Strata Corporation

17. Repair and maintenance of property by Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following—
 - (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated 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:
 - 1. the structure of a building;
 - 2. the exterior of a building;
 - 3. chimneys, stairs, balconies and other things attached to the exterior of a building; and
 - 4. fences, railings and similar structures that enclose patios or balconies.
- (2) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to—
 - (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) skylights 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.

Division 3 – Strata Council

18. Council Size

- (1) The Council must have at least 3 and not more than 7 members.
- (2) The Council must be made up of owners from each of the Phases 1, 2 and 3.

19. Council Members' Term of Office

- (1) The term of office of a council member ends at the end of an Annual General Meeting at which the new Council is elected.
- (2) A person whose term as a Council Member is ending is eligible for re-election.

20. Removing and Replacing Council Members

- (1) The Strata Council may, by resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) Following removal of a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) If a council member resigns or is unwilling or unable to act for a period of four or more months, the remaining members of the Council may appoint a replacement council member for the remainder of the term.
- (4) A replacement council member may be appointed from any person eligible to sit on the Council.
- (5) 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.
- (6) If all members of the Council resign or are unwilling or unable to act for a period of two 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.

21. Officers

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) 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.
- (3) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among the council members for the remainder of the term.

22. Calling Council Meetings

- (1) 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.
- (2) The notice does not have to be in writing.
- (3) 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 a reasonable attempt has been made to reach all Council Members.

23. Council Hearing Request

- (1) An Owner or tenant may request a hearing at a council meeting by applying in writing stating the reason for the request.
- (2) The Council must hold a meeting to hear the applicant within one month of the request.
- (3) The Council must give the applicant a written decision within one week of the hearing if applicable.

24. Council Quorum

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

25. Council Meetings

- (1) Council meetings may be held by electronic means, as 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.
- (4) Despite Subsection 25.(3) (above), observers cannot 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 hearings under Section 144 of the Act.
- (c) Any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

26. Voting at Council Meetings

- (1) At Council meetings, decisions must be made by a majority of council members present at the meeting.
- (2) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

27. Council Minutes Distribution

- (1) The Council must provide owners with the minutes of all Council meetings within two weeks of the meeting, whether or not the minutes have been approved.

28. Delegation of Council's Powers and Duties

- (1) 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) below.
- (2) 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.
- (3) The Council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule.
 - (b) whether a person should be fined, and the amount of the fine.
 - (c) whether a person should be denied access to a recreational facility.

29. Spending Restrictions

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

30. Limitation Restrictions

- (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise of intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an owner, for a judgement against the Strata Corporation.

Division 4 – Enforcement of Bylaws & Rules

31. Fines

- (1) The Strata Council reserves the right to levy fines for Bylaw and Rule infractions as follows unless stated otherwise within the specific bylaw:
 - (a) \$200 for each contravention of a bylaw
 - (b) \$50 for each contravention of a rule
- (2) A fine of \$50 may be levied against any owner;
 - (a) whose payments for strata fees, fines, special assessments or any other charges levied against the owner for a particular month have not been received by the Strata Corporation by the 5th day of that month.
 - (b) for each infraction or violation of any other bylaw or rule and regulation of the Strata Corporation pursuant to Section 28; however, fines may be increased by ordinary resolution of the Strata Corporation.
- (3) All fines assessed are paid in full within one calendar month from the date they were assessed.

32. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without explanation, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

33. Quorum at Annual & Special General Meeting

- (1) If after 15 minutes of the appointed time of an Annual General Meeting or Special General Meeting, a quorum is not present, then the number of owners present is deemed to be a quorum. This bylaw 33(1) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

34. Chairperson

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

35. Participation by non-eligible voters

- (1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons 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

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (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.
- (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.
- (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.
- (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.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

37. Order of Business

- (1) The order of business at Annual and Special General meetings is as follows:
 - (a) sign in;
 - (b) certify proxies and corporate representatives and issue voting cards;
 - (c) determine that there is a quorum;
 - (d) elect a person to chair the meeting, if necessary;
 - (e) present to the meeting proof of notice of meeting or waiver of notice;
 - (f) approve the agenda;
 - (g) approve minutes from the last Annual or Special General Meeting;
 - (h) deal with unfinished business;
 - (i) 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;
 - (j) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (k) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
 - (l) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
 - (m) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (n) elect a Council, if the meeting is an Annual General Meeting;
 - (o) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

38. Voluntary Dispute Resolution

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of these may be referred to a Dispute Resolution Committee by a party to the dispute if—
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the Bylaws or the rules.
- (2) A Dispute Resolution Committee consists of:
 - (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties.
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
 - (c) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily resolve the dispute.

Division 7 – Additional Provisions

39. Additional Provisions

- (1) A resident or visitor must not smoke on common property located in or near the building or in the parkade.
- (2) No live Christmas trees are permitted, whether cut or potted.
- (3) Christmas lights may be installed and lit from December 1 of the year before Christmas and until January 15 of the year following Christmas. Christmas lights may only be on from dusk to 11:00 p.m. in the evening, except for nights of December 24 and 25 and the nights of December 31 /January 1.
- (4) Window mounted air conditioning units are prohibited.