



Strata Property Act
Form I
Amendments to Bylaws
(Section 128)

The Owners, **Strata Plan VIS 5081** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at a Special General Meeting held on November 24, 2009.

All previously registered bylaw documents shall be repealed and replaced with this single new bylaw document.



Signature of Council Member



Signature of Council Member

Craig Bay Estates

Approved Bylaws for Seaside Village

The Owners, Strata Plan VIS 5081

Date – November 24, 2009

INTRODUCTION:

All strata corporations in the Province of British Columbia come under the jurisdiction of the *Strata Property Act*, passed by the British Columbia government in July of 2000 (current to last amendment, December 1, 2007). The *Strata Property Act* ("the Act") outlines the responsibilities, within the strata corporation, of the elected council and owners, as well as associated tenants, occupants and guests. In addition, local strata councils may recommend, to owners, a set of Bylaws that outline specific responsibilities of owners, tenants, occupants and guests. If ratified, the strata council will enforce these Bylaws to promote the enjoyment of the community by all. Such Bylaws also outline consequences for Bylaw infractions which the council may employ to achieve satisfactory resolution. These Bylaws are binding upon the strata corporation and the owners, tenants, occupants and guests to the same extent as if the Bylaws had been signed by the strata corporation and each owner, tenant, occupant and guest.

The Strata Council assumes an expectation that residents and guests will adhere to the Bylaws in good faith and, accordingly, residents can expect that the Strata Council will administer these Bylaws in good faith, with understanding and fairness.

The proposed Bylaws within this document are consistent with and complementary to the Schedule of Standard Bylaws within "the Act". They provide more specific direction for the unique circumstances of to Craig Bay Estates and Seaside Village Strata Corporation and do not conflict with any provisions specified within "the Act". In relation to some proposed Bylaws, the Standard Bylaws from "the Act" are repeated and referenced in order to provide strata lot residents with a more comprehensive Bylaw package.

It is important to note that the governance of strata corporations within Craig Bay Estates is also subject to the restrictions as outlined within the *Building Scheme* created by the Developer in 1996 and registered in the Land Title Office under instrument EK118269. The exception to this is the Shorehaven Strata Corporation which was registered prior to the *Building Scheme*. Owners have the right to amend this document in the same manner as they have the right to amend their Bylaws, subject to additional regulations of the Land Title Office.

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DEFINITIONS:

The following definitions are intended to clarify the terminology used within the Bylaws that are contained within this document. Wherever possible, they reflect those definitions as provided within the *Strata Property Act* of British Columbia.

common property - means

- a) that part of the land and buildings shown on a strata plan that is not part of the strata lot, and
- b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, natural gas, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary
 - (A) between a strata lot and another strata lot,
 - (B) between a strata lot and the common property, or
 - (C) between a strata lot or common property and another parcel of land,
 or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property.

Community Lands Committee (CLC) - refers to the administrative committee of elected representatives from each of the Arbutus Grove (VIS 4116), Meadow Beach (VIS 4796), Seaside Village (VIS 5081) and Onyx (VIS 6296) Strata Corporations that is responsible for the management and maintenance of all common property with the boundaries of those four strata corporations, including the Beach Club and its associated facilities.

common amenity facility - means any recreational, social or other facility intended for the communal use of owners, tenants and occupants, from time to time, including such amenities as the Beach Club facilities, swimming pool, hot tub, tennis court, guest cottages, putting greens, visitor parking areas and the storage area for recreational vehicles.

guest - means a person who is visiting a resident's home within a strata lot, by invitation (as an "invitee") and for a defined limited term for the purposes of that visit and is generally in the company of said resident on the premises within Craig Bay Estates.

lease - means the same as "rent", unless specifically identified as "long term lease" per "*the Act*".

legal costs - means all costs incurred by or charged to the strata corporation associated with the expenses accrued from lawyer fees and expenses, court fees and related expenses, collection fees and the direct expenses of representatives of the strata corporation, incurred as a result of attending to legal proceedings initiated on behalf of the strata corporation in the conduct of its business or in responding to legal actions initiated by others against the strata corporation.

limited common property - means common property designated for the exclusive use of the owners of one or more strata lots and can include such amenities as patio and porch areas.

majority vote - means a vote in favour of a resolution by more than $\frac{1}{2}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

occupant - means a person, other than an owner or a tenant, who occupies a strata lot for the purposes of residing there for an indeterminate period of time, at the will of the owner.

owner - means a person who is 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.

resident - interpreted as a general reference term, for the purposes of these Bylaws, describing a person who resides within a strata lot and means collectively, an owner, a tenant or an occupant and whereas "residents" means collectively, owners, tenants and occupants.

strata lot - means a defined lot as shown on a registered strata plan.

tenant - means a person who rents all or part of a strata lot, including a subtenant, for the purposes of acquiring a place of residence.

3/4 vote - means a vote in favour of a resolution by at least $\frac{3}{4}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

2/3 proportional vote - means a vote in favour of a resolution by at least $\frac{2}{3}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

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

1 Payment of Strata Fees

- 1) An owner must pay the prescribed strata fees on or before the first (1st) day of the month to which the strata fees relate.
- 2) Owners shall pay their respective monthly strata fees by either providing the strata corporation with a series of twelve (12) post-dated cheques for the pending fiscal year or by enrolling in the pre-authorized debiting service.
- 3) Failure to have strata fees paid on the first (1st) day of each month shall be deemed to constitute an infraction for the purposes of these Bylaws.
- 4) In addition to any other rights available to the strata corporation, the strata council may, in its sole and absolute discretion, levy a fine, pursuant to these Bylaws, for late payment of strata fees. Said fine shall be levied on the sixteenth (16th) day following the day that the strata fees were due and payable.
- 5) Each consecutive month that the strata fees are paid late or are unpaid shall constitute a separate infraction and each infraction shall be subject to a fine as provided in these Bylaws. Fines shall be added to the strata fees of the contravening owner and shall be due and owing on the day that the fine is levied.
- 6) The strata corporation may levy interest charges, at the rate of ten percent (10%) per annum, against an owner who is late or delinquent in paying his/her/their strata fees. Such interest charges will commence on the day after the strata fees were due until the date of their partial or full payment, with interest compounded annually, and not in advance. Any maximum amount of interest payable will be limited to that as provided for in the *Strata Property Act Regulations*, as amended from time to time.
- 7) In the event that legal action must be taken against an owner for the collection of strata fees, the strata council holds the owner responsible for the recovery of all legal and associated costs incurred by the strata corporation.

2 Repair and Maintenance of Property by Owner

General [Re: Standard Bylaw 2]

- 1) An owner must repair and maintain the owner's strata lot in reasonable condition and in consideration of normal wear and tear, 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.

Appliances

- 3) Further to Bylaws 2(1) and 2(2), an owner shall, where the need arises, be responsible for the repair, maintenance and replacement of all appliances and similar equipment within that owner's strata lot, including, but not limited to, refrigerators, stoves, dishwashers, microwave ovens, garburators, washers, dryers, fireplaces, furnaces, ceiling and ventilation fans, heat pumps, hot water tanks, inside plumbing fixtures, smoke detectors, garage door openers and door bells.

3 Use of Property

General

- 1) [Re: Standard Bylaw 3(1)] A resident or guest 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 registered strata plan.
- 2) A resident or guest 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*. [Re: Standard Bylaw 3(2)]
- 3) An owner or a tenant shall not use his/her/their strata lot for any purpose other than as a single family residential dwelling, except for any home occupation permitted by the zoning applicable to the strata lot.
- 4) A resident, or guest shall not throw substances, including bottles, cigarettes and matches out of any window, door or other part of the strata lot or deposit same on the common property, common facilities or other assets of the strata corporation.
- 5) The installation of Christmas lights and any associated fixtures, on or about the exterior of any strata lot building, may only occur later in the calendar year than November 15th. Such lighting and fixtures must be completely removed by no later than the subsequent January 31st. Illumination of Christmas lighting shall only be allowed during the continuous period from December 1st through the subsequent January 10th.

Exterior Appearance

- 6) A resident or guest shall not erect or display a sign, billboard, placard, advertising or notice of any kind on the strata lot or on the limited common property or on common property without the prior written approval of the strata council. All real estate "For Sale" signs must be posted in accordance with the Community Lands Committee (CLC) approved guidelines. Small security signs and stickers shall be exempt from this Bylaw.
- 7) No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, patios or any area outside the buildings so that they are visible from the exterior of the strata lot. Clotheslines are prohibited. The temporary and discrete draping of beach towels, and the like, for the purposes of short-term drying can be permitted, not exceeding a period of six (6) hours in a given day.

4 Rentals (As defined under the Residential Tenancy Act)

Guidelines

- 1) The maximum number of strata lots within the strata plan that may be rented by the owners at any given time shall be sixteen (16) units. Once this limit has been reached, there shall be no further renting of strata lots permitted, except as otherwise provided in the *Strata Property Act*.
- 2) All initial rental agreements between an owner and an individually-specified tenant must cover a rental period for a minimum of six (6) months.
- 3) Any approval granted an owner by the strata council to rent his/her/their strata lot shall be deemed to be an approval for a three-year period, starting at the date of said approval and regardless of changes in tenancy during that period. Should a tenancy or rental agreement terminate after that three-year period, each new or subsequent proposed tenancy shall require the owner to re-apply for permission to rent the unit as outlined in these Bylaws. The exception to the three-year maximum period limitation applies to situations where there is no change in tenant, subsequent to the three-year approval period, but only a renewal of a prior rental agreement.

Procedure by Owner

- 4) Any owner wishing to lease a strata lot shall first obtain written approval from the strata council. Once the strata lot has been rented, the owner shall deliver to the strata council, via the Property Manager:
 - a) the strata lot number and civic address of the unit to be leased;
 - b) the address and telephone number of the owner which will apply after commencement of the lease;
 - c) the commencement date and term of the lease;
 - d) a Form K-Notice of Tenants Responsibilities (*as per Section 146 of "the Act"*), signed by the proposed tenant; and
 - e) such further information and documentation relating to the tenancy as the strata council may reasonably require.

Procedure by Strata Council

- 5) The strata corporation, upon receiving an application from an owner to rent a strata lot, shall:
- a) respond in writing to the owner within thirty (30) days from the date of receipt of the application, stating its decision to approve or reject the application to rent;
 - b) deal with each application on a “first come – first served basis”, in the order received;
 - c) on request by an owner denied permission to rent, place the owner’s name on a waiting list for future rental consideration.

The following provisions are found in the *Strata Property Act (Part 8)* and detail the statutory exemptions to the rental restriction Bylaws.

Bylaw Exemption to Family or Family Members

This Bylaw does not apply to prevent the rental of a strata lot to a member of the owner’s Family

- a) *“Family” or “Family Member” means a Spouse of the Owner, a parent or child of the owner, or a parent or child of the Spouse of the Owner.*
- b) *“Spouse of the Owner” includes an individual who has lived and cohabited with the owner, for a period of at least two (2) years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.*

Hardship Provisions

Where the limit of rented units reached, subject to any other statutory exemptions, no further rentals shall be permitted except on grounds that the Bylaw creates a hardship on the owner pursuant to Section 144 of the Strata Property Act.

- c) *An owner may provide a written application to the strata corporation for permission to rent on grounds of hardship stating the following.*
 - (i) *the reason the owner thinks an exemption should be made; and*
 - (ii) *whether the owner wishes a hearing.*
- d) *The application of the owner should include documentation in support of the reasons for exemptions on grounds of hardship.*
- e) *If the owner wishes a hearing, the strata corporation must hear the owner or the owner’s agent within three (3) weeks after the date the application is given to the strata corporation.*
- f) *An exemption is allowed if the strata corporation does not give its decision in writing to the owner:*
 - (i) *within one week after the hearing; or*
 - (ii) *if no hearing is requested, within two (2) weeks after the application is given to the strata corporation.*

- g) *An exemption granted by the strata corporation may be for a limited time.*
- h) *The strata corporation must not unreasonably refuse to grant an exemption.*

Fines for Contravention of Rental Bylaw

- 6) An owner, who rents a strata lot in contravention of these rental Bylaws, may be subject to a fine, at the discretion of the strata council, in an amount not to exceed \$500.⁰⁰ for each seven (7) day period that the strata lot is rented in contravention.

Other

- 7) (Re: Standard Bylaw 143.1) A Bylaw that limits rentals does not apply to a strata lot until the later of:
 - a) one (1) year after a tenant who is occupying the strata lot at the time the Bylaw is passed ceases to occupy it as a tenant; and
 - b) one (1) year after the Bylaw is passed.
- 8) The strata corporation shall have the right to terminate the tenancy of any strata lot in accordance with Section 138 of the *Strata Property Act*.

5 Pets and Animals

- 1) A resident or guest of a strata lot shall be fully responsible for the behavior of any pet or pets kept on the strata lot. He/she/they or a guest thereof shall not possess, permit or cause an animal to cry, bark or otherwise become a nuisance to an extent which disturbs the quiet, peace, rest, enjoyment, comfort or convenience of the neighbourhood or of persons in the vicinity of the place where the animal is kept. If, in the determination of the strata council, a pet is declared to be a nuisance, the resident of the strata lot where such pet is kept shall remove it within thirty (30) days of the strata council's written notice of the determination to the resident, provided that Section 135 requirements of the *Strata Property Act* have first been met.
- 2) A resident or guest must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset. Special activities, sanctioned by the Community Lands Committee, such as the goose dog patrol, may permit designated animals to be off leash for the authorized period(s) of any such program or activity. A resident within the strata corporation who is the owner of any pet found to be in violation of this Bylaw may be subject to a fine, not to exceed \$50 per infraction.
- 3) A resident or guest must immediately remove his/her/their pet's feces from the common property or the limited common property, disposing of it effectively within a closeable container (e.g. plastic bag), which in turn must be disposed of appropriately within a closed trash receptacle or the like.
- 4) Any animal not leashed or otherwise secured when on common property or not in the possession, care, custody or control of an owner, tenant, occupant or guest, may be subject to seizure by the appropriate local municipal authorities.

- 5) A resident must not keep any pets on a strata lot other than in accordance with one or more of the following clauses.
 - 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;
 - d) up to two dogs or two cats or one dog and one cat.
- 6) Residents and guests must not harbor or bring onto the strata premises, any exotic animals as defined by the Controlled Alien Species Regulation of the Wildlife Act (BC Reg. 94/2009), including, but not limited to, snakes, reptiles, spiders or large members of the cat family.

6 Vehicle Operation and Parking

- 1) No vehicles of any kind, whatsoever, shall be parked or operated on any part of the common property, including any part of the common property roadways, except in accordance with the following or as authorized by the strata council under unique circumstances.
 - a) Parking of vehicles is limited to designated common property parking and roadway areas. Only guests of residents may park on common property roadways, but only for continuous periods not exceeding seventy-two (72) hours.
 - b) Despite Bylaw 6(1)(a) where the approved activities of residents require, or in circumstances where assigned driveway or garage areas are temporarily unavailable due to approved maintenance activities being carried-out in and about the associated strata lot, short-term resident parking may be allowed on common property roadways, so long as such parking provides emergency, service and maintenance vehicles with unfettered access to all roadways within Craig Bay Estates. Further, for strata lots which are provided with driveways of less than six (6) metres in length, the owner may, where need can be demonstrated and subject to prior authorization from the strata council, be allowed to park one (1) vehicle on the common property roadway, providing access along that roadway is or will not be obstructed.
 - c) Parking areas designated as "**DISABLED PARKING**" are restricted to the use by residents and guests who are disabled and whose vehicle clearly displays a valid disabled sticker. Written notice of a contravention of this Bylaw is not required prior to a violating vehicle being removed from the designated parking area. The resident, or guest thereof, who caused or permitted the infraction of this Bylaw shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, any associated legal costs, and any other reasonable costs incurred in the removal of the violating vehicle.

- d) No owner, tenant, occupant or guest shall operate any vehicle on any part of the common property, save and except on those parts of the common property designated for vehicle traffic (maintenance vehicles exempted with permission) and provided always that the maximum speed for any vehicle shall not exceed thirty (30) kilometres per hour.
- e) No major repairs of any kind on any type of vehicle shall be carried out in the parking areas or on any common or limited common property of the strata corporation. Vehicle maintenance is restricted to residents' vehicles and to washing, minor mechanical procedures and quiet tune-ups only. Fluid changes are not permitted.
- f) Vehicles dripping excess oil, gasoline, or any other fluids will be prohibited from parking in or on any common or limited common property of the strata corporation until repaired. Owners of vehicles causing staining from such fluids shall, when notified by the strata council, clean-up all areas affected. Failure to do so within seven (7) days of receipt of the notice shall result in the strata council having the affected areas cleaned, on its behalf, charging the vehicle owner with the costs incurred.
- g) A vehicle parked anywhere on the common property or limited common property shall not visibly display, on or from its exterior, any identification or advertising of a commercial business, that in totality exceeds 0.5 square metres in size. All moving trucks and delivery or service vehicles are exempted from this Bylaw during the course of conducting their business on site.
- h) Except as provided in Bylaw 6(1)(i), no vehicles exceeding a 4,500 kg Gross Vehicle Weight Rating (GVWR) shall be parked on common property or limited common property. All moving trucks and delivery/service vehicles will be exempted from this Bylaw while conducting their business on site.
- i) Recreational vehicles, including motorhomes, travel or holiday trailers, boats, utility trailers, campers (off a truck), or the like, are permitted to be stored or parked on the common property or limited common property for a continuous period not exceeding seventy-two (72) hours, without the prior written permission of the strata council. Assessed on the basis of each individual strata lot, a resident will be permitted to bring their above-noted type of recreational vehicle onto the common property or limited common property for a cumulative duration of a maximum of twelve (12) days per calendar year.
- j) Only vehicles with current registration and insurance in force in British Columbia shall be allowed on any common property or limited common property. Subject to compliance with Bylaw 6(1)(b), a vehicle that is taken out-of-service for an extended period of time may be parked on common or limited common property, without current registration in force, but with proper liability and property damage insurance pertaining to vehicle storage in place and valid in British Columbia, so long as proper approval, in writing, has been granted by the strata council.

- k) A vehicle that contravenes any of the above-noted Bylaw provisions may be removed, under the direction of the strata council, with the removal expense being charged-back to the owner of the vehicle and/or the resident who caused or permitted the infraction of this Bylaw.

7 Waste Removal

- 1) The resident shall:
 - a) place all household refuse in bird and animal-proof containers,
 - b) deposit, at the curbside, all household refuse containers for garbage pick-up only on day of the week as specified by the municipality from time to time, ensuring that such containers are also removed from the curbside pick-up location within that same day, and
 - c) remove litter and waste material, ensuring that such material is not deposited anywhere on the common property or on the limited common property.

8 Garage Sales

- 1) The owner of a strata lot or the owner's tenant, with the expressed approval of the owner, may be entitled to hold a garage sale. The frequency of such garage sales shall not exceed one (1) such event per strata lot in each calendar year, subject to prior approval from the strata council. These once-per-year sales must also adhere to the following.
 - a) There shall be no such form of sale of goods produced by or in association with the owner for commercial or retail purposes.
 - b) The owners or tenants authorized to convene a garage sale are permitted to sell only those goods which shall be considered to be personal household items for disposal.
 - c) An owner or tenant holding a garage sale is responsible to ensure that the driveways of all other homes are unobstructed by vehicles parked during the course of the garage sale and that emergency, service and maintenance vehicles have unfettered access to all roadways within Craig Bay Estates.
 - d) Signage, related to identifying a garage sale, shall not exceed three (3) in number within the boundaries of the Seaside Village strata. Further, such signs should be reasonable in size, not greater than one metre in height and three-quarters of a metre in width, self-supporting and providing directional information only, with no paraphernalia (e.g. balloons, flagging, etc.) affixed to the signage.

9 Community Lands Committee

- 1) Pursuant to *Building Scheme* EK118269, the Community Lands Committee (CLC) will be exclusively responsible for all matters relating to the management, operation, control, maintenance and administration of the Community Lands as defined within the committee terms of reference within Craig Bay Estates.

10 Selling of Strata Lots

- 1) An owner, or the owner's agent, when selling his/her/their strata lot, will only be permitted to place "For Sale" signs on or about the common property in the manner and in the location prescribed by the guidelines of the Community Lands Committee.
- 2) An owner, when selling his/her/their strata lot, will only hold or permit to be held, a public open house in the manner prescribed by the strata corporation.

11 Common Property

Landscaping

- 1) No resident shall add to or alter the location of any plants, shrubs, trees or other planted material in any part of the common property which forms part of the original landscaping plan without the prior written approval of the Community Lands Committee or through the strata corporation using Community Lands Committee guidelines.
- 2) An resident or guest shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to generally interfere with the cutting of the lawns or the maintenance of the grounds.

Motorized bikes

- 3) No motorized trail bikes or other all-terrain vehicles of any description shall be operated on the common property except with prior approval of the Community Lands Committee.

Ponds

- 4) No materials, products, plant life or animal life whatsoever shall be introduced to or removed from the community pond system without the prior written consent of the Community Lands Committee. Any resident who contravenes this Bylaw shall, where practical, be responsible for all costs associated with restoring the ponds to the condition that existed prior to the infraction of this Bylaw. Where restoration is not possible, a fine not exceeding a maximum of \$200.00 may be levied against the contravening resident.

12 Inform Strata Corporation

- 1) Within two (2) weeks of becoming a strata lot owner, said owner must inform the strata corporation of his/her/their name, strata lot number and mailing address outside the strata plan, if any.
- 2) On request by the strata corporation, a tenant must inform the strata corporation of his/her/their name.

13 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;
 - 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 the strata lot which the strata corporation must insure under Section 149 of the *Strata Property Act*; and
 - h) electrical wiring, plumbing, ductwork and ventilation, heating and air conditioning systems, and service entrances for telephone, cable and satellite receivers.
- 2) The strata corporation must not unreasonably withhold its approval under Bylaw 13(1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to or affected by the alteration.
- 3) Prior to commencement of any interior changes which would normally require a Provincial or Municipal permit, the owners shall provide the strata council with satisfactory evidence that the alteration complies with all building codes, receipt of all necessary building permits and, in the case of a structural alteration, the written opinion of a qualified architect or engineer or similar professional which indicates that the structural integrity of the buildings will be maintained.

14 Altering Common Property

- 1) An owner must:
 - a) obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets. [Re: Standard Bylaw 6(1)]
 - b) as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, submit, in writing on the approved common property modification request form, detailed plans and a description of the intended alteration.
- 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. [Re: Standard Bylaw 6(2)]
- 3) An owner may be permitted to make specified changes or alterations to the common property, limited common property or common assets, provided that **prior written permission** of the strata corporation is obtained and all work is done in accordance with the current Community Lands Committee guidelines and any applicable strata corporation imposed guidelines. Upon receipt of strata corporation approval, owners are permitted to:
 - a) modify garden beds, ground cover, and edging,
 - b) remove, replace and/or add small trees and shrubs,
 - c) extend the back patio,
 - d) install or extend a privacy panel(s) for privacy purposes,
 - e) install retractable awnings over the back patios and decks,
 - f) install new handrails on decks and patios,
 - g) install phantom screen door(s),
 - h) install solar film on windows and skylights,
 - i) install a single satellite signal-receiving dish,
 - j) install an exhaust fan in the garage,
 - k) install wooden pergolas,
 - l) install hanging basket brackets and watering devices,
 - m) install outside security lighting,
 - n) install outside security cameras,
 - o) install heat pumps in specifically designated areas,
 - p) install hot tubs within the back patio or deck area,
 - q) install outside flag brackets,
 - r) install above-ground barbeque gas lines,

- s) apply patio and driveway sealants and coatings,
 - t) install traction strips on outside wooden stair treads,
 - u) add trellises and climbing plants,
 - v) install patio fences,
 - w) trim trees or shrubs, but only as authorized through Community Lands Committee guidelines or as required and specified through common property modification approvals, and
 - x) install weatherproofing strips around the garage door.
- 4) An owner who, subject to Bylaws 14(1) to 14(3) inclusive, 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, as practical and appropriate, at the full 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. Where restoration is deemed impractical, the strata council may levy a fine against the owner, in an amount not to exceed \$200.00 for each contravention.

15 Permitting Entry to a Strata Lot

- 1) [Re: Standard Bylaw 7(1)] 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 forty eight (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 these Bylaws or insure under Section 149 of the *Strata Property Act*.
 - c) the notice referred to in Bylaw 15(1)(b) must include the date and approximate time of entry, and the reason for entry.
- 2) The strata corporation shall have the right, in the event of an emergency, to gain entry to a strata lot by whatever means are necessary to intervene in any event such as building fire, water loss, earthquake destruction, or the like, in order to ensure the safety of residents and to minimize damaging effects to the strata property, neighbouring strata lots or to limited common and common property. Any unit owner who fails to provide a means of access shall be responsible for any costs, expenses or damages incurred by the strata corporation while gaining entry by force, as necessary.

- 3) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agent or agents shall, in carrying out any work or repairs, do so in a proper and workman-like manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- 4) An owner, tenant or occupant shall allow the strata corporation and its authorized agents, contractors and landscapers, reasonable access to the limited common property for the purpose of performing repair, maintenance and other duties without the requirement for prior notice and permission. Access for this purpose shall be deemed not to constitute a trespass.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

16 Repair and Maintenance of Property by Strata Corporation

[Re: Standard Bylaw 2.8]

- 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, windows and 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 but only those as provided through the original construction by the developer.

- d) 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
 - i) the structure of a building;
 - ii) the exterior of a building;
 - iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - v) fences, railings and similar structures that enclose patios, balconies and yards.
- 2) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation, except that all of the duties and responsibilities of the strata corporation with respect to the community lands shall be exercised and performed by the Community Lands Committee as otherwise described in these Bylaws.
- 3) For the purposes of Section 149(4)(b) of the Strata Property Act, earthquakes are also specified as a "major peril" for which the strata corporation must maintain property insurance.

17 Damage to Property

- 1) The strata corporation shall not be responsible to an owner for any loss, damage or expense to the owner caused by an overflow or leakage of water arising from any adjoining strata lots where such leakage or overflow results from the wrongful act, neglect or negligence of any other owner or the owner's employees, agents, tenants or guests, except to the extent attributable to the strata corporation failing to fulfill its duties under the *Strata Property Act*.
- 2) Where the strata corporation is required to enter a strata lot to maintain, repair or renew pipes, cables and ducts in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agent or agents shall, in carrying-out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- 3) In the event of an emergency occurring in a strata lot whose resident cannot be contacted, the strata corporation shall have the right to gain access by force, if necessary and where no other means of reasonable access have been provided. The owner shall be liable for all costs incurred to repair damage caused through such required emergency entry and where no other alternative means of practical access is provided.

- 4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property, common facilities or other assets of the strata corporation, or to any strata lot through any act, neglect or negligence on the part of the owner or by that of any member of the owner's family or the owner's tenant, occupant, guests, employees or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- 5) An owner shall reimburse the strata corporation for any insurance deductibles that become payable as a result of the owner's actions, neglect or negligence or by that of any member of the owner's family or the owner's tenant, occupant, guests, employees or agents.

DIVISION 3- STRATA COUNCIL

18 Strata Council Size

- 1) No person may stand for strata council or continue to be on strata council with respect to a strata lot if the corporation has registered a lien against that strata lot under Section 116(1) of the *Strata Property Act*.
- 2) The strata council must have at least 5 and not more than 7 members. A council member shall be an owner or the spouse of an owner.
- 3) If a council member is unable to continue to be on strata council, pursuant to Bylaw 18(1) above, then, for the purposes of Bylaw 21, that council member is deemed to have resigned.

19 Council Members' Terms

- 1) The term of office of a council member shall be two (2) years and council members shall be elected at each annual general meeting.
- 2) No person may be a member of strata council for more than three (3) consecutive terms. A council member who has served three (3) consecutive terms may only be eligible for re-election after being off of strata council for a period of a minimum of two (2) consecutive years.
- 3) In the election of council members held at each subsequent annual general meeting, the members elected to fill the vacant positions shall be elected for a term of two (2) years.

20 Removing a Council Member [Re: Standard Bylaw 3(11)]

- 1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

21 Replacing a Council Member [Re: Standard Bylaw 3(12)]

- 1) If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the strata council may appoint a replacement council member for the remainder of the term.
- 2) A replacement council member may be appointed from any persons eligible to sit on the strata council.
- 3) The strata council, when left without a quorum due to the departure of a council member, may appoint a replacement member to the strata council under the terms of this Bylaw.
- 4) If all the members of the council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least twenty five percent (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 *Strata Property Regulations* and the Bylaws respecting the calling and holding of meetings.

22 Officers [Re: Standard Bylaw 3(13)]

- 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.
- 2) A person may hold more than one office at a time, other than the offices of president and vice president.
- 3) The vice president has the powers and duties of the president:
 - a) while the president is absent or is unwilling or unable to act, or
 - b) for the remainder of the president's term if the president ceases to hold office.
- 4) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

23 Calling Council Meetings [Re: Standard Bylaw 3(14)]

- 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 calling for a meeting does not have to be in writing.
- 3) A strata council meeting may be held on less than one (1) week's notice if:
 - a) all councils members consent to convening such a meeting, in advance, or
 - b) the meeting is required to deal with an emergency situation and all council members either
 - i) consent to convening such a meeting, in advance, or
 - ii) are unavailable to provide consent after reasonable attempts to contact them.
- 4) At a strata council meeting, in the absence of both the president and the vice president, the members present must, from among themselves, appoint a chair for that meeting, a council member who will then have all the duties and powers of the president while so acting.

24 Requisition of Council Hearing [Re: Standard Bylaw 3(15)]

- 1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 2) If a hearing is requested under Bylaw Section 16 (1), the strata council must hold a meeting to hear the applicant within one (1) month of receiving the request.
- 3) If the purpose of the hearing is to seek a decision of the strata council, the council must provide the applicant with a written decision within two (2) weeks of the hearing.

25 Quorum of Council [Re: Standard Bylaw 3(16)]

- 1) A quorum of the strata council is
 - a) three (3) members, if the strata council consists of five (5) or six (6) members, and
 - b) four (4) members if the council consists of seven (7) members.
- 2) Strata council members must be present in person at the council meeting to be counted in establishing a quorum.

26 Strata Council Meetings [Re: Standard Bylaw 3(17)]

- 1) At the option of the strata council, council meetings may be held through electronic means, as long as all council members and other participants can effectively communicate with each other.

- 2) If a strata council meeting is held through electronic means, effectively participating council members are deemed to be present in person.
- 3) Owners may attend strata council meetings as observers.
- 4) An exception to Bylaw 26(3) requires that observers be excluded from attending those portions of strata council meetings that deal with any of the following.
 - a) Bylaw contravention hearings under Section 135 of the *Strata Property Act*;
 - b) rental restriction Bylaw exemption hearings under Section 144 of the *Strata Property Act*;
 - c) any other matters that, in the strata council's opinion, are of a confidential, sensitive or private nature.

27 Voting at Strata Council Meetings [Re: Standard Bylaw 3(18)]

- 1) At council meetings, decisions must be made through a majority vote on such matters by the council members present in person at the meeting.
- 2) If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.
- 3) The results of all votes on decision matters at a strata council meeting must be recorded in the respective strata council meeting minutes.

28 Strata Council to Inform Owners of Minutes [Re: Standard Bylaw 3(19)]

- 1) The council must inform owners of the availability of and provide access to the minutes of all strata council meetings within two (2) weeks of the meeting date, whether or not the minutes have been approved.

29 Delegation of Strata Council's Powers and Duties

[Re: Standard Bylaw 3(20)]

- 1) Subject to Bylaws 29(2) to 29(4) inclusive, the strata council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the strata council and may also revoke the delegation.
- 2) The strata council may delegate its spending powers or duties, but only by a resolution that delegates the authority to make an expenditure of a specific amount for a specific purpose.

- 3) The strata council may not delegate its power when dealing with legal matters.
- 4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - a) whether a person has contravened a Bylaw or rule,
 - b) whether a person should be fined or the amount of the fine,
 - c) whether an owner should be granted an exemption from the rental restrictions, or
 - d) whether a person should be denied access to a common amenity facility.

30 Spending Restrictions [Re: Standard Bylaw 3(21)]

- 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 Bylaw Section 22(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.
- 3) All cheques drawn on any bank account of the strata corporation shall, except where a property manager has been appointed and authorized to make expenditures, be signed by at least two (2) officers of the strata council.
- 4) In accordance with Section 98(2)(b) of the *Strata Property Act*, the amount that may be expended as unapproved expenditures in any given fiscal year, together with all other unapproved expenditures within that fiscal year, whether of the same type or not, is a maximum of two percent (2%) of the operating budget of that fiscal year.

31 Limitation on Liability of Council Member [Re: Standard Bylaw 3.22]

- 1) A council member, who acts honestly and in good faith, is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.
- 2) Bylaw 31(1) does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

Complaint, Right to Answer and Notice of Decisions

The following provisions are found in the *Strata Property Act* (Section 135) regarding Complaints, right to answer and notice of council decisions.

- *The strata council must not impose a fine for a contravention of a Bylaw or rule unless the strata corporation has received a complaint about the contravention and has given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.*
- *The strata corporation must give notice of the complaint to the owner and to the tenant if applicable.*
- *The strata corporation must give notice in writing of a decision to the owner and/or tenant if applicable as soon as feasible.*
- *Once the requirements referred to in this Section have been complied with, the strata council may impose a fine for a continuing contravention of that Bylaw or rule without further compliance with this Section.*
- *All complaints to the strata corporation and the council shall be in writing and signed by the resident. Completion of the community incident report form would be preferable.*

32 Fines for Bylaw Infractions

- 1) Subject to compliance with Section 135 of the *Strata Property Act*, the strata council, in addition to any other rights or remedies that it has available in law, may, in its sole and absolute discretion, levy a fine against an owner in an amount not to exceed a maximum of two hundred dollars (\$200.00) for each contravention of a **Bylaw** of the strata corporation by that owner or the owner's tenant, occupant or agent engaged on behalf of the owner.
- 2) In addition to any other rights or remedies that it has available in law, the strata council may, in its sole and absolute discretion, levy a fine against an owner, in an amount not to exceed a maximum of fifty dollars (\$50.00) for each contravention of a **rule** of the strata corporation by that owner or the owner's tenant, occupant or agent engaged on behalf of the owner.
- 3) Despite Bylaw 32(1), Bylaw 4(6) applies in respect of the amount of fines for contravention of the rental Bylaws.

33 Continuing Contravention

- 1) If an activity or lack of activity that constitutes a contravention of a Bylaw or rule continues, without interruption, for longer than seven (7) days, the strata council may impose a fine for every seven-day period that the contravention persists. [Re: Standard Bylaw 4(24)]

Liens

- 2) In the event that the strata council places a lien against a strata lot for the collection of funds owing, pursuant to Section 116 of the *Strata Property Act*, the owner is responsible for all legal costs incurred.

34 Authorization to Proceed to Bring Small Claims Court Action

- 1) The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs that are incurred by the strata corporation in remedying a contravention of the Bylaws or rules, and to recover funds 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 tenants, occupants, guests, employees, agents or a member of the owner's family.

DIVISION 5- ANNUAL AND SPECIAL MEETINGS

35 Person to Chair a Meeting [Re: Standard Bylaw 5.25]

- 1) Annual and special general meetings must be chaired by the president of the strata council.
- 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.
- 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 at said meeting or by proxy from among those persons who are present at the meeting.

36 Participation by Other Than Eligible Voters [Re: Standard Bylaw 5.26]

- 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. 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.

37 Voting [Re: Standard Bylaw 5.27]

- 1) At an annual or special general meeting, voting cards must be issued to eligible voters, unless voting is to be carried-out exclusively through confidential balloting.
- 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 or specific confidential ballots have been provided.
- 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) Where a system of voting cards is employed, 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) Where confidential or secret ballots are utilized for any particular vote, such ballots will be tabulated by independent persons, appointed by the strata council, and who are not owners, tenants or occupants within the strata corporation or related thereto. The results of voting via secret ballot shall be revealed to the owners within the strata corporation at the earliest opportunity.
- 6) 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.
- 7) Despite anything in Bylaws 37(1) through 37(6) inclusive, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

38 Eligible Voters and Strata Arrears

- 1) If the strata corporation has registered a lien against a strata lot under Section 116(1) of the *Strata Property Act*, then the vote entitlement for that strata lot shall not be allowed to be exercised at any annual or special general meeting.
- 2) If a vote entitlement for a strata lot may not be exercised, pursuant to this Bylaw, then that strata lot's vote shall not be considered for the purposes of determining a quorum in accordance with Section 48 of the *Strata Property Act*.

39 Order of Business [Re: Standard Bylaw 5.28]

- 1) The order of business at annual and special general meetings is as follows.
 - a) certify proxies and corporate representatives, and issue voting cards and ballots as appropriate;
 - b) determine that a quorum is present;
 - 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;
 - n) terminate the meeting.

DIVISION 6- VOLUNTARY RESOLUTION

40 Voluntary Dispute Resolution [Re: Standard Bylaw 6(29)]

- 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 matters related to the *Strata Property Act*, the *Strata Property Regulations* or the Bylaws or the rules of the strata corporation.
- 2) A dispute resolution committee consists of:
 - a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - b) any number of persons consented-to or chosen by a method that is consented-to by all the disputing parties.
- 3) The dispute resolution committee must attempt, to the best of their abilities, to help the disputing parties to voluntarily end the dispute.
- 4) Bylaw 29(4) does not apply to this dispute resolution Bylaw.

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