

BYLAWS
Strata Plan _____

“Preamble

These bylaws bind the Strata Corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43. For the purposes of these bylaws, “residents” means collectively, owners, tenants and occupants and “a resident” means effectively, an owner, a tenant and an occupant. These bylaws repeal all existing bylaws. The standard bylaws contained in the Strata Property Act do not apply to the Strata Corporation.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.

2. Payment of strata fees and special levies

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

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$200.00 for each contravention of bylaw 2.1.

2.3 An owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the Strata Corporation, upon request of the Strata Corporation or its agent dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.

2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the Strata Corporation will levy a fine of \$200.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$200.00 and an administration charge of \$200.00.

2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.6 Failure to pay a special levy on the due date will result in a fine of \$200.00 for each contravention of bylaw 2.5.

2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

2.8 When arrears of strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.

2.9 The payment of strata fees is first applied to outstanding fines, then to strata fees.

3. Repair and maintenance of property by owner

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

4. Use of property

4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that

- (1) causes a nuisance or hazard to another person,
- (2) causes unreasonable noise,
- (3) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (4) is illegal, or
- (5) 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,
- (6) that is in contravention of any rule, order or bylaw of The City of Ladysmith applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.

4.2 A resident 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.

4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

4.4 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, limited common property, common assets or to any strata lot by 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. Any insurance deductible paid or payable by the Strata Corporation shall be reimbursable by the resident who causes the damage which triggered the insurance claim, but shall be considered a common expense to be contributed to by means of strata fees, but this does not preclude the Strata Corporation from suing the responsible owner for the deductible portion of an insurance claim.

4.5 A resident must not use, or permit to be used, the strata lot except for residential purposes and unless granted prior written approval by the council, a resident must not allow occupancy except within the bylaws of the Strata Corporation as enacted from time to time.

5. Pets and animals

5.1 The owners of pets shall be fully responsible for their behaviour within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair should their guests bring pets into the common property.

5.2 The owners or keepers of pets must register all pets with strata corporation within 10-days of pet entering premises.

5.3 All existing pets must be registered within 10-days acceptance of this by-law.

5.4 An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property.

5.5 An owner, tenant or occupant 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) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) one dog or one cat

5.6 A resident who contravenes bylaws 5.1, 5.2, 5.3, 5.4 and 5.5 will be subject to a \$200.00 fine.

6. Inform Strata Corporation

6.1 An owner must notify the Strata Corporation within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.

6.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.

7. Obtain approval before altering a strata lot

7.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a strata lot that involves any of the following:

(1) the structure of a building;

(2) the exterior of a building;

(3) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;

(4) doors, windows or skylights on the exterior of a building, or that front on the common property;

(5) fences, railings or similar structures that enclose a patio, balcony or yard;

(6) common property located within the boundaries of a strata lot;

(7) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;

(8) wiring, plumbing, piping, heating air conditioning and other services;

(9) the painting of the exterior, or the attachment of sunscreens or greenhouses.

7.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

7.3 An owner intending to apply to the Strata Corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

8. Obtain approval before altering common property

8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property or common assets.

8.2 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must

- (1) submit, in writing, detailed plans and description of the intended alteration;
- (2) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (3) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.

8.3 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (1) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (2) that the standard of work and materials be not less than that of the existing structures;
- (3) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (4) 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;
- (5) 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.

8.4 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.

8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 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, 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.

9. Renovations/alterations

9.1 An owner must give the council two working days prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded, and maintain adequate insurance and WCB coverage. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.

9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.

9.3 An owner must ensure that the delivery of any construction materials is through the parking lot, or access approved in writing by the Council.

9.4 An owner must ensure that the hours of work are limited to the hours as allotted by The City of Ladysmith, as set from time to time, in addition to conforming to rules as established by the Strata Council from time to time.

9.5 An owner or authorized agent must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the council.

9.6 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

9.7 An owner in contravention of bylaws 9. 1 to 9.6 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

10. Permit entry to strata lot

10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property

(1) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(2) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

- (ii) to ensure a resident's compliance with the Act, bylaws and rules.

10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.

10.3 The notice referred to in bylaw 10.1 (2) must include the date and approximate time of entry, and the reason for entry.

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by Strata Corporation

11.1 The Strata Corporation must repair and maintain all of the following:

- (1) common assets of the Strata Corporation;
- (2) common property that has not been designated as limited common property;
- (3) 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 except as may be limited by this Bylaw 11;
 - B. the exterior of a building except as maybe limited by this Bylaw 11;
 - C. chimneys, stairs, balconies and other things attached to the exterior of building but not including doors or fences;
 - D. fences, railings and similar structures that enclose patios, balconies and yards;
- (4) 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 but not including doors or fences;
 - (iv) fences, railings and similar structures that enclose patios, balconies and yards.

11.2 Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation 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.

Council

12. Council size

12.1 The council must have at least 3 and not more than 7 members.

13. Council eligibility

13.1 The spouse of an owner may stand for council.

13.2 If the owner is a limited corporation or partnership or other form of business entity, then such entity may appoint an individual who may stand for council.

13.3 No person may stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(l) of the Act.

13.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

13.5 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

14. Council members' terms

14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected, except as is otherwise allowed in this bylaw.

14.2 A person whose term as council member is ending is eligible for re-election.

14.3 At an annual general meeting, the owners may, by a resolution passed by a majority vote, require that up to one-half of the council be elected for a maximum term of two years.

15. Removing council member

15.1 Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The Strata Corporation must pass a separate resolution for each council member to be removed.

15.2 After removing a council member, the Strata Corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remained of the term.

15.3 If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members

for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the Strata Corporation for the remainder of the term.

15.4 The council may appoint the remaining council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the council without a quorum.

15.5 A replacement council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

16. Replacing council member

16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

16.2 A replacement council member may be appointed from any person eligible to sit on the council.

16.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

16.4 If all the members of the council resign or are unwilling or unable to act, 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.

17. Officers

17.1 At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

17.2 A person may hold more than one office at a time, other than the offices of president and vice president.

17.3 The vice president has the powers and duties of the president,

- (1) while the president is absent or is unwilling or unable to act,
- (2) if the president is removed, or
- (3) for the remainder of the president's term if the president ceases to hold office.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act the council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

18.1 Any council member may call a council meeting by giving the other council members at least 4 clear days notice of the meeting, specifying the reason for calling the meeting.

18.2 The notice in bylaw 18.1 does not have to be in writing.

18.3 A council meeting may be held on less than 4 clear days notice if

- (1) all council members consent in advance of the meeting, or
- (2) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them;

18.4 Bylaw 14 (4) of the Schedule of Bylaws to the Act, does not apply to the Strata Corporation.

19. Requisition of council hearing

19.1 By application in writing, a resident, may request a hearing at a council meeting stating the reasons for the request.

19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

19.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

20. Quorum of council

20.1 A quorum of the council is

- (1) 1, if the council consists of one member,
- (2) 2, if the council consists of 2, 3 or 4 members,
- (3) 3, if the council consists of 5 or 6 members, and
- (4) 4, if the council consists of 7 members.

20.2 Council members must be present in person at the council meeting to be counted in establishing a quorum.

21. Council meetings

21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

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

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

21.4 Owners and spouses of owners may attend council meetings as observers.

21.5 Despite bylaw 21.4, no observers may attend those portions of council meetings that deal with any of the following:

- (1) bylaw contravention hearings under section 135 of the Act;
- (2) rental restriction bylaw exemption hearings under section 144 of the Act;
- (3) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

22. Voting at council meetings

22.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

22.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

23. Council to inform owners of minutes

23.1 The council must make available at the office of the Strata Corporation for viewing by owners, the minutes of all council meetings within 2 weeks of the meeting.

24. Delegation of council's powers and duties

24.1 Subject to Bylaws 24.2, 24.3 and 24.4, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

24.2 The council may delegate its spending powers or duties, but only by a resolution that

- (1) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (2) delegates the general authority to make expenditures in accordance with bylaw 24.3.

24.3 A delegation of a general authority to make expenditures must

- (1) set a maximum amount that may be spent, and
- (2) indicate the purposes for which, or the conditions under which, the money may be spent.

24.4 The council may not delegate its powers to determine, based on the facts of a particular case,

- (1) whether a person has contravened a bylaw or rule,
- (2) whether a person should be fined, and the amount of the fine,
- (3) whether a person should be denied access to a recreational facility, or
- (4) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

25. Spending restrictions

25.1 A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

25.2 If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may make the expenditure out of operating funds or a special contingency fund set aside for this purpose, if the expenditure, together with all other unapproved expenditures made under this authority in the same fiscal year is no more than \$3,000.00, and the Strata Corporation shall inform owners as soon as feasible about such expenditure.

26. Limitation on liability of council member

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

26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

26.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

27. Maximum Fines

27.1 Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant:

- (1) \$200.00 for each contravention of a bylaw, and
- (2) \$50.00 for each contravention of a rule.

27.2 If the council, in its discretion, determines that a resident is in repeated contravention of any bylaws or rules of the Strata Corporation subject to complying with the provisions of the Strata Property Act, the council must levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable in the month next following such contravention. In the event that the council levies any fine under this Bylaw 27.2, the

resident shall have 14 clear days to provide written notice to the council requesting dispute resolution as provided in Bylaw 34.1 and, upon receipt of such notice, council shall be deemed to have consented to such dispute resolution pursuant to Bylaw 34.1(a). This right of a resident is in addition to any other rights which the resident may have to dispute the claim. If the resident does not notify the council within 14 clear days, the council is not deemed to have consented.

28. Continuing contravention

28.1 Except where specifically, stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Annual and Special General Meetings

29. Person to chair meeting

29.1 Annual and special general meetings must be chaired by the president of the council.

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

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

30. Participation by other than eligible voters

30.1 Owners, spouses (includes a husband or wife, and an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender) and an authorized representative on behalf of any business entity which is an owner, may attend annual and special general meetings, whether or not they are eligible to vote.

30.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.

30.3 Persons who are not eligible to vote must leave the, meeting if requested to do so by a resolution passed by a majority vote, at the meeting.

31. Voting

31.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

31.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of those matters set forth in sections 116 and 118 of the Act.

31.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of those matters set forth in sections 116 and 118 of the Act for which the owner is responsible under Section 131 of the Act.

31.4 At an annual or special general meeting, voting cards may be issued to eligible voters.

31.5 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.

31.6 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.

31.7 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.

31.8 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.

31.9 Despite anything in bylaws 31.1 to 31.8 (inclusive), an election of council or a removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

32. Electronic attendance at meetings

32.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other, and in accordance with any Rules established by the Strata Corporation.

32.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

33. Order of business

33.1 The order of business at annual and special general meetings is as follows:

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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,

- (9) ratify any new rules made by the Strata Corporation under section 125 of the Act; report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (10) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (11) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (12) elect a council, if the meeting is an annual general meeting;
- (13) terminate the meeting.

Voluntary Dispute Resolution

34. Voluntary dispute resolution

34.1 A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

34.2 A dispute resolution committee consists of

- (1) 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
- (2) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

35. Authorization to proceed

35.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, 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.

Marketing Activities by Owners and Occupants

36. Sale of a strata lot

36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the Strata Corporation for real estate signs.

Insurance

37. Insurance

37.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes, if such coverage is available and economically feasible.

Parking

38. Parking

38.1 A resident shall use only the parking stall(s) obtained by way of limited common property allocation. Parking Stalls cannot be utilized by any person who is not a resident within the Strata Corporation.

38.2 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common, limited common property or land that is a common asset, except in accordance with any rules established by the Strata Corporation.

38.3 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.

38.4 An owner must not sell, lease or license parking stalls to any person.

38.5 A resident must park only in the parking assigned to the resident.

38.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

38.7 Any resident's vehicle parked in violation of bylaw 38.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

38.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs, except with the permission of council or its agent.

38.9 No major repairs or adjustments shall be made to motor vehicles on the common property.

38.10 Owners will be responsible for the clean up of oil spills on common property.

38.11 No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.

38.12 No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises.

38.13 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.

38.14 Any vehicle, which does not comply with this Bylaw, may be removed at the owner's expense.

Moving

39. Moving in/out procedures

39.1 It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the Move In and Move Out rules established by council from time to time.

39.2 A resident must provide notice to the Strata Corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between hours as allotted by the City of Ladysmith. Should council rule to restrict move in move out times, these times would take precedence over City of Ladysmith allotment.

39.3 A resident must ensure that all common areas are left damage free.

Appearance of strata lots

40. Cleanliness

40.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot owner.

40.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately. The owners will comply with the City's recycling program as it is implemented.

40.3 Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the Strata Lot.

40.4 A resident or visitor must not use balconies or patios for storage of any item. The only items permitted on the balconies or patios are reasonable amounts of patio furniture.

40.5 No barbecues other than those fueled by propane or natural gas or electricity may be used. No owner shall operate his barbecue in a manner which, in the opinion of the Strata Council, interferes with another owner's enjoyment of his Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot owners are responsible for heat damage to the building envelope.

Rentals

41. Residential rentals

41.1 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 and a Notice of Tenant's Responsibilities in Form K.

41.2 Within two weeks of renting 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.

41.3 A resident who contravenes bylaw 41.2 will be subject to a \$200.00 fine.

Visitors and Children

42. Children and supervision

42.1 Owner or agent are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.

42.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.

42.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

43. Miscellaneous

43.1 A resident or visitor must not smoke in areas designated by the council as no-smoking areas or otherwise as required by law.

43.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

43.3 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

43.4 Subject to bylaw 36.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council.

43.5 A resident must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, patios, balconies or other parts of the building so that they are visible from the outside of the building.

43.6 Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.

43.7 A resident must not display or erect fixtures, poles, clotheslines, racks, baskets, flowers, vegetation, pots, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the

placing of items on the limited common property or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.

43.8 No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata lot, without prior written consent of the Strata Council.

43.9 No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval by the Strata Council.

43.10 No balcony or deck shall be used for the purpose of storing bicycles or for general storage purposes.

43.11 Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Strata Lot or the common property.

43.12 Cycling on the common property other than the driveway is prohibited.

44. Hazards

44.1 Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.

44.2 No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or the common property.

45. Common Areas

45.1 The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors.

45.2 The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

46. Damage to Property

46.1 An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

48. Security

48.1 Strata Lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.