

October 14, 2008

**Consolidated Bylaws of the Lexington  
Strata Corporation KAS973  
Pursuant to the Strata Property Act of BC**

**Preamble**

The Lexington was designed and built as a Luxury Adult Retirement Community and the residents, who are by and large the strata lot owners, are committed to the maintenance and enhancement of the superior qualities embodied in the original design objectives. These bylaws and the associated rules were developed and approved by the community at large and should be seen, primarily, as a reflection of the widely held values, standards and expectations of the home owners.

While bylaws and rules etc., are necessary tools in the administration of any strata corporation (or for that matter in any social group) shared values, common interests, goodwill and communal pride are the essential elements in achieving a harmonious community. Residents and prospective new Owners are therefore requested to see the following bylaws in this light.

**SEVERABILITY CLAUSE**

Should any portion of the following Bylaws of Strata Corporation KAS973 be deemed to be unenforceable by an arbitrator or arbitration tribunal, court of competent jurisdiction or other agency of any Local, Provincial or Federal Government, then for the purposes of interpretation and enforcement of the bylaw, each part, paragraph and sub-paragraph hereof be deemed a separate provision and severable from the remaining portions of the bylaw and such remaining bylaw shall be given the broadest possible force and effect.

The Bylaws of the Lexington, Strata Corporation KAS973, are the Standard Bylaws contained in the Act, save and except to the extent that the same are added to or modified by these Bylaws.

**1.0 AGE RESTRICTIONS:**

- 1.1** No Owner or lessee of any Strata Lot shall be allowed to sell or lease any Strata Lot to any person under the age of 40 years.
- 1.2** No Strata Lot Owner or lessee shall permit any person or persons under the age of 19 years to reside in the Strata Lot unit for a period exceeding 90 days.
- 1.3** Any Strata Lot Owner or lessee permanently residing in the community as of the date this Bylaw comes into effect (October 20, 1994) will be exempt from the age limit specified in clauses 1.1 and 1.2 above until such time as the Strata Lot is sold or the lease, or any renewal thereof, has expired.

## **2.0 APPEARANCE AND USE OF COMMON PROPERTY AND A STRATA LOT:**

- 2.1** i) No signs, except for small security signs, fences, placards, billboards, advertising or notices of any kind shall be erected or displayed in the common property or in or about any Strata Lot in any manner which may make it visible from the outside of the Strata Lot.
- ii) The Strata Corporation will maintain a "Homes for Sale" sign near the entrance to the complex, upon which an Owner or Owner's Realtor may post the unit number, phone # and name, on a white background placard at the Owner's expense.
- iii) Except as provided for in (iv) below, no television or radio antenna or similar structures shall be erected or fastened to any unit.
- iv) Small satellite dishes may be permitted if written permission is received from the Strata Council.
- v) Gazebos or Pergolas are not permitted on the patios or common property at Strata Corporation KAS973.
- 2.2** An owner shall not commit any act, or permit any act to be done, or alter or permit to be altered, his strata lot in any manner which will alter the exterior appearance of the strata lot except as authorized by the Strata Council in writing.
- 2.3** The strata lot and/or common property shall not be used for ongoing commercial or professional purposes - or for any purpose, which may be illegal or contrary to any government or municipal rules or ordinances.
- 2.4** In the event of an emergency emanating from any strata lot, access may be gained by force if necessary, at the expense of the owner.
- 2.5** Doors/windows and skylights: not with standing the Standard Property Bylaw 8 (ii) (D) Owners shall be responsible for the repair or replacement of doors, windows, and skylights on the exterior of a building.

## **3.0 LEVY AND COLLECTION OF FINES:**

- 3.1** i) Where there is a contravention of the Strata Property Act of B.C., the Bylaws or Rules of the Strata Corporation, the Strata Council shall commence action under Section 133 of the Strata Property Act of British Columbia.
- ii) The Strata Council may levy a fine not exceeding \$200.00 upon the Owner of a Strata Lot for Contravention of the Bylaws, \$50.00 for contravention of a Rule, by the Owner, his employees, agents invitees, or tenants.
- iii) Strata Fees not paid on or before the first day of the month, and levies on or before their due dates, are subject to an interest charge of 10% per annum.
- iv) In compliance with Sections 170 and 173 of the Strata Property Act of B.C., the Strata Council is directed to take action at the discretion of the Strata Council, against any Owner in arrears of Strata Fees, or Special levies, as the case may be, without need to convene a further meeting of the Owners.

#### **4.0 INSURANCE AND LIABILITY:**

- 4.1** i) Homeowners are responsible to pay the deductible (\$5,000.00) on any Insurance Claim on the Strata Insurance Policy arising within the Strata Lot from any cause and on common property if the damage is caused by the Owner or invitee.
- ii) All Insurance Claims on the Strata Insurance Policy must be first approved by the Strata Council prior to contacting the Insurance Company.

#### **5.0 PETS:**

- 5.1** Per Section 3 (4) of the Schedule of Standard Bylaws:  
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.

In addition:

- i) Pets must be kept on a maximum 2 meter leash at all times when outside a strata lot. Pet owners are responsible for and shall immediately clean up any defecation caused by their pets. Dogs shall not be larger than 15 inches in height at the front shoulder at maturity.
- ii) Pets are not allowed in the Recreation Centre under any circumstances.

#### **6.0 RENTAL/LEASING RESTRICTIONS:**

- 6.1** Subject to Part 8 - RENTALS--ss.139 to 148 of the Strata Property, the number of units within Strata Plan KAS973 that may be leased by the Owner be (4) units.
- 6.2** An Owner who wishes to lease his Strata lot shall apply in writing to the Strata Corporation for permission to lease.
- 6.3** An Owner who has been given permission to lease his Strata lot Shall provide to the Strata Corporation a Form K NOTICE OF TENANT'S RESPONSIBILITIES in accordance with Sections 146 of the Strata Property Act. Failure to provide Form K within 10 days of commencement of a tenancy shall be cause for a \$200.00 fine against the Strata lot Owner.
- 6.4** Where the limit of leased Units established in Section (6.1) of this Bylaw is reached, no further rentals shall be permitted except as allowed by Section 144 of the Strata Property Act.
- 6.5** Where the Strata Council grants to an Owner permission to lease his Strata lot, the applicant must exercise such permission within 90 days of the date of approval of application.

**6.6** Where an Owner leases his Strata lot in violation of this Bylaw, the Strata Corporation shall levy a fine of \$500.00 for each contravention of the Bylaw (the imposition of a fine for a continuing contravention of a Bylaw or Rule can be every 7 days) during the period of lease and may take all necessary steps to terminate the tenancy agreement or lease on behalf of the Strata lot.

**6.7** The provisions hereof shall be deemed independent and severable, and the validity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

**7.0 TEMPORARILY VACATED STRATA LOTS:**

**7.1** When an owner's home is to be left vacant for a period in excess of thirty (30) days, the owner must leave an address and telephone number with the Council Secretary, where he/she may be contacted in case of an emergency or other reason relating to the strata lot and community. Council Secretary will maintain a confidential register of this information.

**8.0 MAXIMUM EXPENDITURE BY STRATA COUNCIL:**

**8.1** The strata council shall not, except in an emergency, authorize without authorization by a special resolution of the Strata Corporation, an expenditure exceeding five thousand (\$5,000.00) dollars which was not set out in the annual budget and approved by the owners at a general meeting. **As amended September/06.**

**9.0 USE OF THE RECREATION CENTRE AND FACILITIES:**

**General:**

The following categories of persons are entitled to use the recreation centre and its facilities:

- A.** Resident Home Owners.
- B.** Resident renters.
- C.** Registered Permanent Residents.
- D.** Guests invited and accompanied by residents in categories A, B and C above.
- E.** Registered long term visitors.
- F.** Registered "House Sitters".
- G.** Persons issued with a Business/ Tradesmen Entry Card.
- H.** Family of Home Owners and Overnight Visitors.

**9.1** Overnight Adult Visitors are allowed to use the Recreation Center without being accompanied (supervised) by a resident. The Home Owner is responsible to ensure all Bylaws and Rules are obeyed. These users must sign the registration book as to the facility being used, i.e. pool, hot tub, weight room, games room and the library. All other guests must be accompanied by a resident at all times during their visits to the Recreation Centre.

**9.2** Possession and use of entry cards (or keys) to the recreation centre are restricted to residents and those persons mentioned in categories A to H

excluding D (guests) above.

- 9.3** Homeowners who have rented their property to others are deemed to have transferred their rights of access to and, their use of, the recreation centre to the resident renter(s). Such 'absentee home owners' may, however, still use the centre if invited as guests.
- 9.4** Children Guests: Except for the swimming pool, there are no facilities or amusements in the centre that are designed for children. Therefore, it would seem to be in the interests of all residents that the presence of large numbers of children on the premises at the same time be avoided as much as possible. No more than three (3) children per supervising adult may be admitted to the recreation centre premises at any one time. For example, both husband and wife residents coming to the recreation centre may bring six (6) children, i.e. three (3) each. The residents must accompany the children for the duration of time they are on the premises and shall be entirely responsible for their behavior, their safety and to ensure that they do not enter the areas out of bounds to them (see item 9.5 below).
- 9.5** Areas out of bounds to children - The billiard room, the kitchen, the library room and the gym room.
- 9.6** Swimming Pool and Hot Tub:
- a. Street shoes are not permitted in the pool areas.
  - b. No lifeguard will be on duty at any time.
  - c. All persons using the pool or hot tub are to do so at their own risk.
  - d. Showers must be taken before entering the pool or the hot tub.
  - e. Large inflatable toys, rafts or surfboards are not permitted in the pool area. Life Preservers and pool equipment must not be interfered with or removed.
  - f. Persons having any infectious skin disorders or other infections are not permitted to use the pool or hot tub.
  - g. Food and beverages are not permitted in the pool. Beverages are allowed in the hot tub area and must be in non-breakable containers.
  - h. Anyone three years of age and younger or those requiring the needs of diapers may not use the pool or hot tub.
  - i. Residents must accompany all guests to the pool and hot tub.
- 9.7** Private parties, as defined in bylaw 11 (J), are prohibited in the recreation centre.
- 9.8** All residents and guests are required to obey the posted rules. Any person violating these rules may, at the discretion of the Strata Council, have their privileges withdrawn and, in the case of the resident, be liable for a fine. Once privileges have been withdrawn, they must be applied for in writing to the Strata Council.

**10.0** Pursuant to Sections 73 to 77 of the Strata Property Act, Applications for increases in Limited Common Property (such as the patios of individual Strata Lots) must be approved by the Strata Council. A decision by the Strata Council to reject an application to increase the Limited Common Property may be referred to the Annual General or Special General Meeting of the Strata Corporation for reconsideration. To ensure that all the information necessary to evaluate the application is provided, the form entitled "APPLICATION FOR ENLARGEMENT TO THE LIMITED COMMON PROPERTY (LCP) AREA ASSIGNED TO STRATA LOT PATIOS" must be completed and given to the Strata Council prior to a monthly Strata Council Meeting.

### **11.0 DEFINITIONS**

For the purpose of these bylaws and any associated Community Rules (Strata Corporation KAS 973), the following terms are defined.

**A. Resident Home Owner(s):**

A strata lot owner and, where applicable, his/her spouse or partner whose principal residence is in the Lexington Community (KAS 973).

**B. Resident Renter(s):**

A strata lot renter or lessee and, where applicable, his/her spouse or partner whose principal residence is in the Lexington Community (KAS 973) and whose name appears as such on any rental or lease agreement.

**C. Registered Permanent Resident:**

An adult person residing permanently with a strata lot owner or renter, (as defined in A or B above), and is registered by the resident owner or resident renter in accordance with section 5 of the Lexington Community rules.

**D. Guest(s):**

Any person invited explicitly or implicitly, by a resident (as defined in A, B or C above), to share in the use of the common property.

**E. Registered Long Term Visitor(s):**

An adult guest whose anticipated period of residence exceeds 30 days and who is registered as such by the home owner or renter in accordance with section 5 of the Lexington Community Rules.

**F. Registered House Sitter:**

An adult person who resides on a full time basis in a strata lot unit while such unit is vacated by the permanent resident and who is registered as such in accordance with section 5 of the Lexington Community Rules.

**G. Business/Tradespeople Entry Card:**

A special entry card (or key) issued and registered in accordance with section 5 of the Lexington Community Rules to tradespeople or others having legitimate business within the recreation centre. The use of such cards is limited to access only to washroom adjacent to the kitchen.

**H. Adult(s):**

An adult is defined as a person who is 21 years of age or older.

**I. Children Guests:**

Guests who have not attained the age of 21 years.

**J. Adult Overnight Visitors:**

For the purpose of using the Recreation Center, Adult Overnight Visitors are those staying overnight with a resident.

**K. Private Parties:**

A private party is defined as any gathering of 12 or more non-residents. Specifically excluded from this definition are:

- a) functions organized and scheduled by the Social Committee and open to all residents.
- b) regularly scheduled exercise, craft and hobby classes and other events authorized by the Social Committee.
- c) the Council may authorize use of the Clubhouse facilities to a registered homeowner or tenant for:
  1. Funeral Receptions
  2. Birthdays
  3. Wedding and Wedding Anniversaries

*— End of Document —*

Rental Agreement for parking stalls in the Lexington east and west RV lots:

This Agreement, signed this \_\_\_\_\_ day of \_\_\_\_\_  
is for a month to month rental of a parking stall in one of the Lexington RV lots.

Parking stalls not used for a period greater than 6 months in duration will be re-assigned.

The Strata Council reserves the right to re-allocate stalls based on the size of the vehicle in relation to the size of the stalls. Thus, smaller vehicles will be assigned smaller stalls and larger vehicles will be assigned larger stalls.

All vehicles parked in The Lexington RV lots must carry liability insurance purchased by the owner. The Strata Corporation is held harmless for any damage to vehicles parked in the RV lots. I waive any right to compensation from the Strata Corporation for any damage to my parked vehicle.

I understand and agree that should I no longer be residing in The Lexington, or sell my property in The Lexington, that this parking stall will go back into the supply of the Strata Corporation and will be re-assigned on a first-come, first-served basis, to the first person on the waiting list whose vehicle size is appropriate to the space. If I change the vehicle that is parked in this stall, I will immediately notify Strata Council and I understand and agree that I then may be re-assigned a different stall that is a more appropriate size.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Vehicle description and length: \_\_\_\_\_

Parking Stall assigned: \_\_\_\_\_



## **Schedule of Standard Bylaws**

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

#### **Payment of strata fees**

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

#### **Repair and maintenance of property by owner**

**2 (1)** An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

**(2)** An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

#### **Use of property**

**3 (1)** An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

**(a)** causes a nuisance or hazard to another person,

**(b)** causes unreasonable noise,

**(c)** unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

**(d)** is illegal, or

**(e)** is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

**(2)** An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

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

**(4)** 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.

#### **Inform strata corporation**

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

#### **Obtain approval before altering a strata lot**

5 (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, windows or skylights, 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 Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

#### **Obtain approval before altering common property**

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) 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.

#### **Permit entry to strata lot**

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata

corporation to enter the strata lot

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

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

## **Division 2 – Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by strata corporation**

8 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 or skylights, on the exterior of a building or that front on the common property;

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(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 and windows 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.

### **Division 3 – Council**

#### **Council size**

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **Council members' terms**

10 (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.

(2) A person whose term as council member is ending is eligible for reelection.

#### **Removing council member**

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more 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.

#### **Replacing council member**

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

(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.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Officers**

**13 (1)** At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) 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 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **Calling council meetings**

**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 does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

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

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

#### **Requisition of council hearing**

**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 subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(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 hearing.

### **Quorum of council**

**16 (1)** A quorum of the council is

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

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

**17 (1)** 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.

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

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

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

### **Voting at council meetings**

**18 (1)** At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

### **Council to inform owners of minutes**

**19** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

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

**20** (1) Subject to subsections (2) to (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.

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

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(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, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

**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 subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

**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 council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

## **Division 4 -- Enforcement of Bylaws and Rules**

### **Maximum fine**

23 The strata corporation may fine an owner or tenant a maximum of

(a) \$50 for each contravention of a bylaw, and

(b) \$10 for each contravention of a rule.

#### **Continuing contravention**

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

### **Division 5 -- Annual and Special General Meetings**

#### **Person to chair meeting**

25 (1) Annual and special general meetings must be chaired by the president of the council.

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

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

#### **Participation by other than eligible voters**

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.

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

#### **Voting**

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.



(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **Order of business**

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **Division 6 – Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

**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 the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, 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 help the disputing parties to voluntarily end the dispute.

#### **Division 7 -- Marketing Activities by Owner Developer**

##### **Display lot**

- 30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.