

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**1 Compliance with Bylaws and Rules**

- 1.1 An owner, tenant, occupant (hereinafter referred to as "resident") or visitor must comply with all Bylaws and Rules of the strata corporation.

2 Payment of Strata Fees

- 2.1 An owner must pay strata fees on a monthly basis on or before the first day of the month to which the strata fees relate.
- 2.2 Notwithstanding the purpose for which an Owner may indicate a payment is made, all payments received by the Strata Corporation from or on behalf of an owner will be applied on account of any debts owing by the owner to the Strata Corporation on a first in, first out basis irrespective of the manner in which the owner's debt arose.
- 2.3 Strata fees that are not paid on the first day of the month to which the strata fees relate will be charged interest at a rate of 10% per annum, compounded annually until such time as the strata fees have been paid in full.
- 2.4 Strata fees will include the bulk portion of cablevision for each strata lot.

Approved Jun 30'08 AGM

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**General**

- 4.1 A resident or visitor must not use or permit the use of 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 in contravention of statute, ordinance, bylaw or regulation of any government authority, whether federal, provincial, local government or otherwise.

- (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, or
 - (f) contravenes any bylaw or rule of the strata corporation.
 - (g) floor covering **Added AGM Jun 20'09**
 - (i) All floors of all residential strata lots shall be covered with wall to wall carpeting except
 - (ii) The kitchens and utility rooms which may be covered with linoleum/tile
 - (iii) The entrance areas and bathrooms which may be covered with tile, hardwood or linoleum
 - (iv) first floor units may use non-resilient flooring – tile, hardwood, laminate or linoleum throughout
- 4.2 Residents are responsible for the acts of their visitors.
- 4.3 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 *Strata Property Act* (the "Act").
- 4.4 Any resident or visitor that causes damage as contemplated by Bylaw 4.3 is jointly and severally responsible for the costs necessary to repair such damage. Such costs shall stand as a special levy against the strata lot of the resident or visitor.
- 4.5 Owners or residents shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property or in or about any strata lot in any manner which may make the same visible from the outside of the strata lot, without specific written permission of the strata council.
- 4.6 Common property and limited common property (including but not limited to parking spaces, patios and balconies) which is assigned to a strata lot shall not be allowed to become untidy by the owner of that strata lot. Rubbish, dust, garbage, boxes, parking cases, tires, carpets, recreational equipment or similar products, shall not be thrown, piled or stored in or around the common property or limited common property assigned to that strata lot. The council shall be at liberty to remove rubbish and clean up the area affected and charge the expense incurred for such clean up to the strata lot to which that area is assigned.
- 4.7 A resident shall not be entitled to claim any compensation or recourse from the strata corporation for any loss or damage to the property or person of the owner arising from any defect or want or repair of the common property, "limited common property" or any part thereof, unless such loss or wilful damage or fraud resulted from the negligent act of omission on the part of the strata corporation, its servants, employees or agents.
- 4.8 A resident shall not make any insurance claim against the strata corporation insurance policy without first notifying the strata council in writing.

- 4.9 The placing of items on patios or balconies shall be limited to bicycles, ski equipment, snowboard equipment, plants, patio furniture (table and chairs) and accessories. Balconies are not to be used for storage purposes.
- 4.10 A resident shall not install any window coverings visible from the exterior of the strata lot which are different in size or colour from those of the original building specifications.
- 4.11 A resident shall not hang or display any laundry, washing, clothing, bedding or other articles from windows, patios, balconies or other parts of the building so that they are visible from the outside of the building.
- 4.12 Christmas lights are not permitted to be placed on the exterior of any strata lot until after November 1st of each year and must be removed by March 1st of the year following.
- 4.13 Natural (cut) Christmas trees are not permitted on the common property or strata lots, even temporarily, including the lobby, parking area.
- 4.14 The use or storage of barbeques, gas or charcoal briquette, are prohibited on the common or limited common property.
- 4.15 The construction or modification of garages into living habitable spaces is prohibited.

Pets

- 4.16 Residents and visitors must abide by the following Bylaws regarding pets:
- (a) A resident must not keep any pets on a strata lot other than one or more of each of the following groups:
 - (i) a reasonable number of fish or other small aquarium animals which are to be contained at all times in not more than ONE (1) aquarium of which shall not exceed EIGHTY (80) litres in volume;
 - (ii) up to two caged birds;
 - (iii) two dogs or two cats or one dog and one cat (licensed as required under local government Animal Control Bylaws).
 - (b) A resident or visitor must ensure that all animals are leashed or otherwise secured and in the presence of a responsible person when on the common property or on land that is a common asset.
 - (c) Residents must immediately remove from common property or land that is a common asset all pet excrement arising from the resident's pet or any pet belonging to a resident's visitor.
 - (d) A resident or visitor must not bring any dangerous or poisonous animals onto a strata lot, the common property or on land that is a common asset.

Parking

- 4.17 No vehicles that are inoperable or uninsured may be parked or stored on common property or limited common property. ***Approved June 16'12 AGM***
- 4.18 Vehicles parked or stored in contravention of the Bylaws or Rules of the Strata Corporation may be towed without notice at the resident or visitor's risk and expense.
- 4.19 Residents and visitors must abide by posted speed limit and/or parking signs.
- 4.20 No recreational vehicle (e.g. boat, trailer, camper, motor home, snowmobile, ATV, etc.) (hereinafter referred to as "Recreational Vehicle" or "R.V.") of any kind shall be stored upon any common property or limited common property without displaying a valid permit issued from the strata council or property manager.
- 4.21 No resident or visitor shall carry out repairs on any vehicle upon common property or limited common property.
- 4.22 No vehicle or bicycle shall be driven on any part of the common property, other than on driveways or roadways designed for such purposes.
- 4.23 No vehicle will be permitted to park directly in front of building entrances for any longer than 10 minutes to load and unload supplies.
- 4.24 Parking
- i) All vehicles parked on common property must have displayed on the interior rear view mirror or on the front window drivers side windshield a valid parking tag as issued by the strata corporation.
 - ii) Any vehicle not displaying a parking tag will be towed without notice at the owner's expense.
 - iii) A \$25.00 fee will be charged for any lost or stolen parking tag.

Amended Jun 16'07 AGM**User Fees**

- 4.25 Residents and visitors must pay the following User Fees for the use of the indicated common property:

Ski Storage Locker \$75.00 per annum

Common Property

- 4.26 Exterior security doors shall not be caused to be propped open or fixed in any way that will prevent their locking when closed. Hallway fire doors and unit doors will remain closed at all times.
- 4.27 Ordinary household refuse and garbage shall be removed from each strata lot and deposited in a container or containers that are provided either by the Strata

Corporation for that purpose or at a central collection depot in the community. No garbage may be left outside a strata lot. Any materials other than ordinary household garbage or refuse shall be removed from the strata corporation property by or at the expense of the individual owner.

- 4.28 There will be no smoking in any of the common property areas of the building, including the laundry room.

Video Surveillance

- 4.29 (a) The common property of the Strata Corporation is subject to video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public in public common areas of the building to assist in preventing unauthorized entry, theft, or threat to personal safety or damage to property. Cameras have been installed at entry points at Snowbrush and Wildwood buildings, including the common room, ski locker areas, and hot tub areas. No audio recording capability is included or implemented with respect to the surveillance equipment.
- (b) Notices will be posted to clearly indicate that a video monitoring system is operating.
- (c) The video surveillance system will operate 24 hours per day, seven days per week and will be used to record all activities in the specified common areas of the Strata Corporation for the purpose of obtaining usable evidence of illegal acts and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses. Imagery captured continuously by the video surveillance system will only be viewed when required as part of a documented incident of theft, vandalism, intrusion, or threat to safety or security of residents or guests. Video imagery shall not be publicly viewed or distributed except as necessary in accordance with this bylaw.
- (d) The information collected may be used as evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.
- (e) The video surveillance recording system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location. Only members of, or personnel authorized by, the Strata Council shall have access to or view any digital video security recordings.
- (f) The recordings will be stored by a digital recording device and will not be transferred or stored on any medium other than the original recording device, except where a documented incident requires the imagery to be viewed. Imagery may be kept for evidentiary purposes.
- (g) Recorded data which is no longer required for any valid purpose must be securely destroyed after four weeks unless:
- (i) a copy of the recording was provided to a third party, in which case it must be retained indefinitely;

- (ii) the Strata Council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the recordings will be preserved.
- (h) No owners, third parties or other person will be entitled to view or receive a copy of video surveillance recordings, except as contemplated by this bylaw.
- (i) The video recordings may be accessed or disclosed only under the following circumstances:
 - (i) review may be conducted at any time by the members of, or personnel authorized by, the Strata Council in furtherance of their legitimate duties to the Strata Corporation;
 - (ii) disclosure of a copy must be made pursuant to a Court Order, valid Notice to Produce, Subpoena, Warrant or equivalent authorization - in accordance with the terms of the authorizing document;
 - (iii) by any person making a request to review or obtain a copy of that person's own personal information as recorded by the surveillance system, provided that the consent of any other individuals recorded are obtained;
 - (iv) a copy may be made, kept, used and/or disclosed to a third party if the Strata Council determines by majority vote that disclosure is consistent with the purpose of this bylaw, and is in the best interests of the Strata Corporation or any owner or occupant.;
 - (v) without limiting any of the foregoing, a recording or a copy of a recording may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is permitted or required by law;
 - (vi) without limiting any of the foregoing, a recording or a copy of a recording may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of the Strata Corporation or any owner, tenant or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.

Recordings or copies of recordings disclosed to a third party pursuant to this bylaw may be used, retained and disclosed by other parties in accordance with their privacy policies.

(j) Any party requesting an appointment to review or copy any recording for any purpose other than a purpose of the Strata Corporation is responsible to pay in advance the fees charged by the strata management agent related to that request regardless of whether the review provides the data requested or not. The Strata Corporation is not required to review or copy the video surveillance recordings if the person making the request refuses to pay the costs as outlined above, absent a Warrant, Court Order Subpoena, valid Notice to Produce or similar requirement binding upon the Strata Corporation.

(k) A log will be kept by the Strata Corporation to record any person who accesses, reviews or copies any recording, including the date and time of access, the full name of

the person accessing the recording, the date and time of the recording, the purpose of access and whether or not a copy was obtained.

Amended Jun 14'14 AGM

Ski Storage

4.30 The strata council will, subject to the provisions of the Strata Property Act, be responsible for the allocation of and orderly administration of the use of ski storage lockers.

Amended Jun 14'14 AGM

5 Rental of Strata Lots

5.1 There are presently no restrictions on rental of strata lots.

6 Inform Strata Corporation

6.1 Within two 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 development, if any.

6.2 Within two weeks of the commencement of a tenancy, a tenant must inform the strata corporation of his or her name, mailing address and phone number and confirm that the information contained in the Form K rental form is correct.

7 Obtain Approval before Altering a Strata Lot

7.1 A resident 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, satellite dishes, hot tubs or other things attached to the exterior of a building or placed upon common property or limited common property;
- (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.
- (h) floors, walls ceilings of a strata lot.

7.2 The strata corporation must not unreasonably withhold its approval under subsection 7.1, but may require as a condition of its approval that the resident maintain the aesthetic appearance of the Strata Development and agree, in writing, to take

responsibility for any expenses relating to the alteration. The resident must also agree to release, indemnify and hold harmless the strata corporation from any and all liability for any loss, damage injury or expense, suffered by the strata corporation or any other party as a result of an act or omission of the resident, or its invitees, arising out of the alteration.

8 Obtain Approval before Altering Common Property

- 8.1 A resident must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 8.2 The strata corporation must not unreasonably withhold its approval under subsection 8.1 but may require as a condition of its approval that the resident maintain the aesthetic appearance of the Strata Development and agree, in writing, to take responsibility for any expenses relating to the alteration. The resident must also agree to release, indemnify and hold harmless the strata corporation from any and all liability for any loss, damage injury or expense, suffered by the strata corporation or any other party as a result of an act or omission of the of the resident, or its invitees, arising out of the alteration.

9 Permit Entry to Strata Lot

- 9.1 A resident 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 the Act, or insure under section 149 of the Act.
 - (c) The notice referred to in subsection 9.1(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

10 Repair and Maintenance of Property by Strata Corporation

- 10.1 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;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 - COUNCIL

11 Council Size and Eligibility

- 11.1 The council must have at least 3 and not more than 7 members,
 - 11.2 In addition to those persons set out in the Act, the following persons are entitled to stand for election as a council member:
 - (a) spouse of an owner;
 - (b) court appointed representative of an owner;
 - (c) any person appointed as the attorney of an owner pursuant to the *Power of Attorney Act* or any act made in substitution thereof.
- provided however that only ONE (1) representative of a strata lot may stand for election as a council member.
- 11.3 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 Certificate of Lien against that strata lot.

12 Council Members' Terms

- 12.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 12.2 A person whose term as council member is ending is eligible for re-election.

13 Removing Council Members

- 13.1 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.

- 13.2 If more than one council member is removed in accordance with subsection .13.1 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.
- 13.3 If only one council member is removed then the position of that council member is filled in accordance with Paragraph .14.1.

14 Replacing Council Members

- 14.1 If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 14.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 14.3 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,
- 14.4 If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

15 Officers

- 15.1 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, and may elect a secretary and a treasurer.
- 15.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 15.3 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.
- 15.4 If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

16 Calling Council Meetings

- 16.1 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.
- 16.2 The notice must be in writing.
- 16.3 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.

17 Requisition of Council Hearing

- 17.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 17.2 If a hearing is requested under subsection 17.1 the council must hold a meeting to hear the applicant within one month of the request.
- 17.3 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.

18 Quorum of Council

- 18.1 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.
- 18.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

19 Council Meetings

- 19.1 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.
- 19.2 If a council meeting is held by electronic means, council members who attend as provided under subsection 19.1 are deemed to be present in person at the meeting.
- 19.3 Owners may attend council meetings as observers only after receipt of written permission has been given by the council for that meeting.
- 19.4 Despite subsection 19.3, 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) (any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (c) any other matters that in the council's opinion should not be disclosed to observers.

20 Voting At Council Meetings

- 20.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 20.2 The results of all votes at a Council meeting must be recorded in the council meeting minutes as "carried" or "defeated".

21 Council to Make Minutes Available To Owners

- 21.1 The council minutes of all council meetings must be made available to the owners on request.

22 Delegation of Council's Powers and Duties

- 22.1 Subject to subsection .22.2, 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.
- 22.2 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 .22.3
- 22.3 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.

23 Spending Restrictions

- 23.1 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.

24 Limitation on Liability of Council Member

- 24.1 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.
- 24.2 Subsection 24.1. does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**25 Maximum Fine**

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

- (a) \$100.00 for each contravention of a bylaw that is not a rental restriction bylaw;
and
- (b) \$20.00 for each contravention of a rule;

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

26 Continuing Contravention

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

27 Collection Provisions

- 27.1 The strata corporation is permitted without prior authorization to commence Small Claims Actions in respect of any matter affecting the strata corporation.
- 27.2 The decision to commence a Small Claims Action shall be made by the strata council in their absolute discretion.
- 27.3 Once the strata council has decided to commence a Small Claims Action the conduct of the small claims action may be delegated.

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS**28 Person to Chair Meeting**

- 28.1 Annual and special general meetings must be chaired by the president of the council.
- 28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 28.3 If neither the president nor the vice president of the council chairs the meeting, the meeting must be chaired by the strata manager (if any) or their nominee.
- 28.4 If no person is able to chair the meeting in accordance with bylaws 28.1, 28.2 and 28.3, a chair must be elected by the majority of eligible voters present in person or by proxy from among those persons who are present at the meeting.

29 Attendance at Meetings

- 29.1 Annual and Special General Meetings may allow attendance by electronic means, so long as the electronic means permits all persons participating in the meeting to communicate with each other during the meeting.

30 **Quorum**

- 30.1 If within one-half (1/2) hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned to one (1) hour after the original time scheduled for the meeting on that same day but, if at that time to which the meeting is adjourned a quorum described in subsection (1) is not present, the eligible voters present, in person or by proxy, constitute a quorum.

31 **Participation by Other than Eligible Voters**

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 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.

32 **Voting**

- 32.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.2 The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a Certificate of Lien against that strata lot.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the request for a secret ballot is voted on and passed by a majority of the eligible voters.

33 **Order Of Business**

- 33.1 Except as provided in Bylaw 33.2. 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) present to the meeting proof of notice of meeting or waiver of notice;

- (d) approve minutes from the last annual or special general meeting;
- (e) 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;
- (f) ratify any new rules made by the strata corporation under section 125 of the Act;
- (g) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (h) approve the financial reports;
- (i) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (k) elect a council, if the meeting is an annual general meeting;
- (l) terminate the meeting.

33.2 The order of business at an annual general meeting or special general meeting may be modified by a majority vote of the eligible voters.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

34 Voluntary Dispute Resolution

- 34.1 A dispute among residents, 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
- (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.
 - (c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – INSURANCE DEDUCTIBLE**35 Insurance Deductible**

An owner shall indemnify and save harmless the Strata Corporation from all costs and expenses incurred by or on behalf of the Strata Corporation for the maintenance, repair or replacement rendered necessary to common property, common assets or to any strata lot as a result of damage caused, or contributed to, by the acts or omissions of the owner, his visitors, servants, agents or tenants. In the event the Strata Corporation, in its sole and absolute discretion, elects to claim for such costs or expenses under a policy of insurance and such claim is allowed by the insurance company, the owner shall be required to pay the deductible portion of such insurance claim. *Added – AGM Jun 20, 2009*

DIVISION 8-TYPES**36 Types Of Strata Lots**

Strata Lots 1-104 and 117-156 are a type of strata lot referred to as apartment strata lots and Strata Lots 105-116 are a type of strata lot referred to as townhouse strata lots