

It is moved that the proposed changes will be incorporated into the bylaw.

Proposed changes to the bylaw are shown in redlines in the below text.

They are summarized as the following:

1. Change Bylaw 36(3) D&E: Wording Change.
2. New Bylaws 36(3) F&G: Regarding use of external electrical plugs.
3. New Bylaw Section 37: Addition of a new Privacy section pointing to our newly introduced privacy documents.

**Bylaws of The Owners, Strata Plan NES2402**  
**(“The Peaks”)**

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

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

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

(2) No person may stand for council or continue to be on council with respect to a strata lot and the vote for a strata lot may not be exercised, except on matters requiring a unanimous or 80% vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the *Strata Property Act* (the "Act").

(3) Where an owner fails to pay strata fees or a special levy on the due date, the strata corporation may fine an owner for contravention of these bylaws and, at its sole discretion, apply an interest charge of 10% per annum compounded annually on any unpaid strata fees and on any unpaid special levies.

(4) An owner who fails to pay strata fees or special levies by the due date shall compensate and indemnify the strata corporation for any legal and administrative expenses of filing a lien on the owner's strata lot, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation to enforce the lien through a forced sale proceeding under s. 117 of the Act.

### **2     *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.

(3) Notwithstanding the generality of subsections (1) and (2), an owner is responsible to repair and maintain any alterations to the strata lot or to limited common property made by the owner.

### **3     *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, smell, vibration or glare,

(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 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 in a tank not to exceed 25 gallons;

(b) up to 4 small caged mammals;

(c) up to 2 caged birds;

(d) up to 2 dogs, or 2 cats, or 1 dog and 1 cat.

(4) A tenant or occupant staying in a strata lot under a short-term accommodation arrangement (as defined in subsection (9) below) is not permitted to keep a pet in a strata lot.

(5) An owner, tenant, occupant or visitor must not keep any pet in a strata lot that is prohibited in British Columbia under the *Wildlife Act* and *Controlled Alien Species Regulation*.

(6) An owner, tenant, occupant or visitor must keep any pet in a carrier or on a leash not exceeding 6 feet in length while the pet is on common property, must ensure that the pet is kept under reasonable control, and must not permit the pet to:

(a) damage any common property or interfere with the use and enjoyment of the common property and common assets by other owners, tenants and occupants;

(b) urinate or defecate on common property or land that is a common asset other than in the area designated by the strata council for this purpose, and must immediately clean up after the pet;

(c) display any aggressive behaviour.

(7) An owner, tenant or occupant who keeps a dog or cat in a strata lot (a "Permitted Pet") must register the Permitted Pet with the strata council by providing the council with the Permitted Pet's name, breed, colour, markings, license number (where required), the unit number of the strata lot in which the Permitted Pet will be kept, and the name, telephone number and email address of the Permitted Pet's owner. The Permitted Pet must at all times be wearing a collar with a tag identifying its owner and the owner's telephone number.

(8) If a pet has become an unreasonable nuisance or a danger, in the sole opinion of the strata council acting reasonably, the strata council may order the pet to be removed permanently from the strata lot, the common property and common assets, or any combination thereof, giving at least 30 days' notice.

(9) Short Term Accommodations and Rentals:

- (a) For the purposes of this bylaw "short-term accommodation" means a rental or license agreement to use all or part of a strata lot as a hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time. A copy of the business license must be provided to the strata annually. Additionally, the strata needs to be informed immediately if the license has expired or has been revoked for any reason.
- (b) An owner who advertises, promotes, uses or permits any strata lot or part thereof to be used or occupied as short-term accommodation must:
  - a. have a current business license from the Village of Radium Hot Springs permitting the strata lot to be used for short-term accommodation rentals;
  - b. An owner who advertises, promotes, uses or permits any strata lot or part thereof to be used or occupied as short-term accommodation must;
  - c. provide the strata corporation with a name and an emergency contact telephone number for the strata lot;
  - d. provide a copy of the strata corporation's bylaws and rules to all guests of the strata lot;
  - e. notify all guests in writing that guests must comply with the strata corporation's bylaws and rules at all times while in the strata lot or on common property;
  - f. not permit their short term accommodation guests to bring any pets onto the property, including the strata lots or common property; and
  - g. ensure that their short term accommodation guests do not use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 p.m. and 8:00 a.m., or that encourages loitering by persons in or about the strata lot or common property.

- h. ensure the owner and/or guests, including without limitation short term accommodation guests, abide by all Village of Radium bylaws, rules, and regulations including, but not limited to:
  - a. provide access to at least one dedicated parking spot per 2 legal bedrooms;
- i. ensure all advertisements for the short term accommodation (including but not limited to Airbnb and Vacation Rental By Owner), include the following in the description:
  - a. underground parking is available; and
  - b. no pets permitted; An owner must provide the strata corporation with proof of compliance with subsection (b) of this bylaw upon receipt of a written demand from the strata corporation.

(10) An owner, tenant or occupant must not (without the written permission of the strata corporation):

- (a) place flags, signs, billboards, placards, notices or advertising matter of any kind on or in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset, with the exception of "For Sale" or "For Rent" signs, which must be commercially prepared or conform to the size and display of a commercial sign to fit the display board outside of the buildings in a location provided by the strata council;
- (b) keep or store anything on any deck, balcony or patio except for patio furniture and accessories, a barbeque, and self-contained, free-standing planters;
- (c) store any hazardous or combustible material in a strata lot other than fuel used in outdoor gas or propane barbeques, and such fuel must only be stored outside on the owner's limited common property deck, balcony, or patio and is prohibited in elevators;
- (d) use any cooking device on any deck, balcony or patio other than a natural gas, propane or electric barbecue;
- (e) throw or discard anything from any window, deck, balcony or patio, including cigarette butts, or shake any rugs, carpets, mops or dusters of any kind from any part of a strata lot

or common property;

(f) keep or store anything in a strata lot or on common property (including limited common property) that will increase the risk of damage or fire or the rate of insurance on the strata corporation, including but not limited to live Christmas trees;

(g) hang or display any laundry, washing, clothing, bedding or other articles in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset;

(h) install, hang or apply anything to or on a window or door that is visible from the exterior of a strata lot, other than window coverings that are white, cream or beige;

(i) discard any electrical appliances, furniture, mattresses or other household items, whether broken or unused, by placing such items anywhere on common property or land that is a common asset;

(i) obstruct or use the sidewalks, walkways, passages and driveways of the common property or land that is a common asset for any purpose other than ingress or egress from the strata lots or parking areas;

(j) remove or cause damage to any trees, plants, bushes, flowers, lawns or other vegetation on common property and land that is a common asset, and without limiting the foregoing, must not place chairs, tables or other objects on the lawns and grounds so as to damage, prevent growth, or interfere with the maintenance of the common property;

(k) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 p.m. and 8:00 a.m., or that encourages loitering by persons in or about the strata lot or common property;

(l) play any instrument or musical device within a strata lot or on common property from 10:00 p.m. to 8:00 a.m.;

(m) use or permit any part of a strata lot, limited common property, common property, or land that is a common asset as a site for cultivating, growing, manufacturing, packaging, processing, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise);

(n) display seasonal decorations on the common property except as follows: Halloween October 1 to November 7; Christmas - November 12 through January 31 and Canada Day June 25 through July 5th. All other occasions require prior permission from the strata council;

(o) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation from time to time for that purpose; or

(p) deposit materials that are not accepted by the municipal waste management or recycling system ("Unauthorized Waste") in the strata corporation's garbage and recycling containers.

(11) Owners and tenants are responsible for disposing of Unauthorized Waste at their own expense. Owners who deposit Unauthorized Waste in the strata corporation's garbage or recycling containers will have the strata corporation's cost of disposing of the Unauthorized Waste and any fines paid by the strata corporation charged back to their account.

(12) An owner, tenant, or occupant must maintain the temperature of their strata lot above 10°C at all times to prevent the freezing of water pipes. A representative of the strata corporation or authorized employee/contractor of the strata corporation may check the temperature of each strata lot using a remote sensing device periodically. Despite these inspections, it is solely the owner, tenant, or occupant's responsibility to ensure the minimum temperature standards of their strata lots is maintained. If an owner, tenant, or occupant's strata lot is found to be insufficiently heated, they will be required to provide proof that weekly inspections are being performed to the strata council upon request.

#### **4 Rental of a strata lot**

4 (1) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:

(a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and

(b) a Notice of Tenant's responsibilities in Form K.

(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.

(3) An owner who rents a strata lot in contravention of subsections (1) and (2) and fails to provide the strata corporation with a Form K signed by the tenant may be subject to a fine of \$200 for each 7-day period that the strata lot is rented until the prescribed documents have been provided to the tenant and/or the strata corporation.

(4) An owner is not required to provide a Form K – Notice of Tenant's Responsibilities for a short-term accommodation, as defined in bylaw 3(9).

#### **5 Inform strata corporation**

5 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address 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, phone number, and email address.

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

6 (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; and

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation may require as a condition of its written 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, its employees and agents for any future costs in connection with the alteration.

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

7 (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 and to indemnify and hold harmless the strata corporation, its employees and agents for any future costs in connection with the alteration.

## **8 Alterations**

8 (1) An owner intending to apply to the strata corporation for permission to alter a strata lot or the common property may be required to submit, in writing:

(a) a detailed written description of the intended alteration,

(b) a detailed plan showing the proposed location of the construction of the alteration and nature of the change, including details of the proposed materials and dimensions,

(c) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(d) proof of valid liability insurance for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(e) an indemnity to cover any damage to common property or other strata lots as a result of the alterations,

(f) all applicable permits, licences and approvals from the appropriate governmental authorities;

(g) a signed assumption of liability agreement if required by the strata council under bylaws 6(2) or 7(2), and

(h) such further and other documents or information which the strata council may reasonably require.

(2) Any alterations approved by the council may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes.

(3) Without limiting the generality of the foregoing, an owner, tenant or occupant must not install new hard surface flooring, such as hardwood, laminate, ceramic tile, marble, slate or any flooring other than carpet, in a strata lot except with written approval from the strata corporation and in accordance with the following:

(a) the installation of the new flooring must not increase the noise transmission from the strata lot in which the installation has taken place to any adjacent strata lots; and

(b) the installation of hard surface flooring will require an acoustic underlay, the specifications of which will be determined by the strata council from time to time.

(4) Applications for permission to make alterations that involve penetration into a concrete floor or ceiling slab must be reviewed and approved in advance by the strata corporation's structural engineer, or by a structural engineer approved by the council. The council, acting on the advice of a structural engineer, may also require the owner to obtain a ground penetrating radar survey before commencing any work on the slab.

(5) An owner, tenant or occupant who alters common property or a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property or a strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration 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 Owner insurance and indemnity for damage to common property and strata lots***

9 (1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.

(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 (the "Property").

- (3) An owner is responsible for any damage to the Property caused by occupants, tenants, visitors and other invitees to the owner's strata lot.
- (4) An owner shall indemnify and save harmless the strata corporation for any loss or damage to the Property for which the owner, or their occupants, tenants, visitors or invitees is responsible, or any loss or damage to the Property which is the result of any damage, event, occurrence or incident occurring or originating in the owner's strata lot.
- (5) Without limiting the generality of the foregoing, the owner's obligation to indemnify and save harmless includes the expense of any investigation, remediation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the Property, but only to the extent that such expense is not reimbursed from the proceeds received by the operation of any insurance policy. For clarity, any insurance deductible paid or payable by the strata corporation is considered an expense not reimbursed from the proceeds of insurance.
- (6) For the purposes of this bylaw, any insurance deductibles or uninsured expenses charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

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

**10** (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:

(i) 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; and/or

(ii) investigate a complaint about the contravention of the bylaws or rules.

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

(3) An owner who fails to ensure that their strata lot is accessible for the strata corporation's annual fire safety system testing, or for any other scheduled repair or maintenance, will be responsible for any costs incurred by the strata corporation for scheduling a return visit.

## **Division 2 - 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:

- (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;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

## **12 Dispute resolution and collection of strata property fees and special levies**

12 (1) The strata corporation may proceed under the *Small Claims Act* or the *Civil Resolution Tribunal Act*, without further authorization of the owners, to:

(a) recover money owing to the strata corporation from an owner or other person, including money owing as a fine; or

(b) obtain any such relief as is available to it under the *Small Claims Act* or the *Civil Resolution Tribunal Act*.

(2) ) An action in Small Claims Court or before the Civil Resolution Tribunal must be authorized by a majority vote of the council.

(3) ) The council has full authority to settle all actions commenced in Small Claims Court or before the Civil Resolutions Tribunal and all actions commenced for the collection of outstanding strata property fees and special levies.

## **13 No harassment**

13 (1) Every owner, tenant or occupant of a strata lot and every employee, contractor or agent of the strata corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:

(a) verbal abuse or threats of any kind,

(b) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or

(c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

(2) Upon being notified by another owner, tenant or occupant verbally or in writing (a "Notifying Person"), no owner, tenant or occupant may deliver any emails, notices, or any written communications of any kind to the strata lot of any Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the *Strata Property Regulation* or these bylaws.

## **Division 3 - Council**

### **14 Council size**

14 (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.

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

**15** (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.

### **16 Removing council member**

**16** (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.

### **17 Replacing council member**

**17** (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 20% 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.

### **18 Officers**

**18** (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.

## **19 *Calling council meetings***

**19** (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.

## **20 *Quorum of council***

**20** (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.

## **21 Council meetings**

**21** (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; or

(c) 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.

(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.

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

**23** 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.

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

**24** (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.

## **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.

(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.

## **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.

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

(3) The strata corporation must indemnify an owner for any claims made against the owner arising out of or in connection with the owner's role as a council member provided the council member has acted honestly and in good faith.

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

### **27 *Maximum fine***

**27** (1) The strata corporation may fine an owner or tenant a maximum of

(a) \$200 for each contravention of a bylaw; and

(b) \$50 for each contravention of a rule.

(2) An owner is liable for the contravention of the bylaws and rules by his or her tenants, invitees, licensees or visitors and is liable for all costs or expenses incurred or expended by the strata corporation in correcting, remedying or curing such infractions or violations and the same shall be charged to that owner, and shall be payable on the first day of the next month following the infraction or violation.

(3) An owner shall be liable for and indemnify the strata corporation for any legal and administrative expenses, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation as a result of such infraction or violation or of its having to enforce these bylaws and rules, which include legal costs associated with any court or tribunal proceeding related to such enforcement.

### **28 *Continuing contravention***

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

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

### **29 *Quorum and electronic attendance***

**29** (1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

(2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 15 minutes thereafter, then the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.

(3) Subsection (2) does not apply to general meetings called by voters pursuant to s. 43 of the Act.

(4) An annual or special general meeting may be held by the strata corporation using electronic means, so long as all participants in the meeting can communicate with each other and vote.

(5) If an annual or special general meeting of the strata corporation is held via electronic means, persons who participate in the meeting by electronic means are deemed to be present in person for the purposes of the meeting.

(6) Despite any other bylaw, in the event that an eligible voter attends an annual or special general meeting of the strata corporation by electronic means, the strata corporation has no obligation to make provision for a secret ballot for that particular voter.

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

**30** (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.

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

**31** (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.

### **32 *Voting***

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

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

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

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

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

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

(7) A vote on a strata matter can also be made through email if the following conditions are met:

(a) no strata council member objects to the email vote;

(b) ) a minimum of 72 hours pass from the time a motion is proposed by email to the time a decision is made, except if the vote is unanimous, then no minimum time applies; and

(c) the decision is recorded in the strata council meeting minutes of the next scheduled strata council meeting.

### **33 Order of business**

**33** 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**

#### **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.

(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 – Miscellaneous**

#### **35 *Operating expenses for types of strata lots***

**35** (1) Strata lots 49 through 144, being the strata lots that are supplied with propane gas, are designated as a type of strata lot for the purposes of s. 6.4 of the *Strata Property Regulation* (the “Propane Strata Lots”).

(2) If a contribution to the operating fund relates to and benefits only the Propane Strata Lots, the contribution is shared only by owners of the Propane Strata Lots, and each strata lot's share of that contribution is to be calculated in accordance with the following formula and not in accordance with the formula set out in section 99 (2) of the Act:

$$\frac{\text{unit entitlement of strata lot}}{\text{total unit entitlement of all Propane Strata Lots}} \times \text{contribution to operating fund}$$

(3) Without limiting the generality of subsection (3), the cost of propane gas supplied to the Propane Strata Lots will be allocated exclusively to the Propane Strata Lots.

### **36 Vehicles and Parking**

**36** (1) An owner, tenant, or occupant is permitted to park or store a motor vehicle and/or recreational vehicles, including, but not limited to, quads, boats, trailers, motorcycles, snow machines, bicycles, kayaks and canoes, in the parking space assigned to their strata lot.

(2) An owner, tenant, or occupant who stores a motor vehicle or recreational vehicle in the parking space assigned to their strata lot must provide the strata corporation with a copy of the vehicle's storage insurance policy in an amount not less than one million dollars if requested to do so.

(3) An owner, tenant, or occupant must not (without the written permission of the strata corporation):

(a) park anywhere other than in parking space assigned to the owner's strata lot, unless permission by another owner has been given;

(b) use any assigned parking space for any purpose other than parking or storing a motor vehicle and/or recreational vehicles;

(c) use a parking space to keep or store any scrap metal, car parts, refuse, debris, waste material or accumulated snow;

(d) wash a motor vehicle or recreational vehicle anywhere on the common property ;

(d) permit a motor vehicle and/or recreational vehicle to be parked in a manner that interferes with common property, limited common property or land that is a common asset, including, but not limited to, parking such vehicles in a way that reduces the width of the garage, roadway, adjacent parking spaces, stairwells and/or walkways; ~~and~~

- (e) use parkade electrical outlet except for vacuuming a vehicle or other short-term use not exceeding 30 minutes;
- (f) Use external or internal electrical outlets for charging of Electric Vehicles (EV) or Plug-in Electric Hybrid Vehicles (PHEV); and
- (g) Use external or internal electrical outlets for vehicle block heaters, battery chargers, battery blankets, etc.

(4) An owner, tenant, or occupant must only permit their visitors to park in designated visitors' parking spaces or in a parking space assigned to the owner or tenant's strata lot.

(5) An owner, tenant, occupant or visitor who parks a vehicle in the surface lot must not:

- (a) back into a stall that is within 9 metres of a building window, door or air intake, in order to avoid exhaust fumes entering the building;
- (b) park or keep a utility or recreational trailer in the surface lot for any period of time;
- (c) park a vehicle in the surface lot for more than 14 consecutive days without the prior written permission of the strata corporation.

(6) Any vehicle parked in violation of these bylaws may be removed at the strata corporation's discretion and towed at the vehicle owner's expense.

### **37 Privacy**

**37** (1) Collection, use, disclosure, retention and protection of personal information by the strata corporation shall be governed by the following documents:

- (a) The Peaks Privacy Policy; and
- (b) The Peaks Privacy Investigation Procedures

(2) The Strata Corporation will operate a key fob system in accordance with The Peaks Privacy Policy.