

SUNSET WATERFRONT RESORT

Strata Plan – KAS 2849

BYLAWS

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DISCOVERY POINTE KAS2849**Division 1 - Duties of Owners, Tenants, Occupants, Renters and Visitors****1. Payment of Strata Fees and Other Levies**

1. An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
2. If Strata Fees are in arrears equal to two (2) months' payments, a lien may be registered against the strata lot and the Owner will be responsible for all costs involved, including legal costs.
3. Council may, by way of an approved motion at a properly convened Meeting, initiate an action under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including money owing as interest, fine or fines.
4. 10% per annum compounded annually will be charged in interest to an owner's account when late in paying his or her strata fees.

2. Repair and Maintenance of Property by Owner

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. Use of Property

1. An Owner, tenant, occupant, renter 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, renter or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the act.
3. Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of, or permitted to fall out of or be blown from any window, door, balcony, or any other parts of the strata lot or common property. Water shall not be allowed to escape from a balcony to a unit below.
4. Only propane, gas or electric barbecues may be used on strata lot decks or patios.
5. Cycling, roller blading, skateboarding, scootering, or similar activities are prohibited on common property.

6. Alcohol consumption is not allowed in any common property areas of the building which includes but not limited to elevators, lobby, amenity/meeting rooms, parkade and game room. Alcohol consumption is not allowed on or in pool or hot tub areas or while using the pools or hot tubs. *(Adopted at 2016-07-27-AGM)*

4. Animals and Birds

1. 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 common property.
2. An Owner, tenant, occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) up to two caged birds;
 - (b) not more than two dogs or cats. Less than 15" in height.
3. No Pit Bull, Bull Terriers or Rottweiler dogs or any other animals that are restricted by provincial or municipal Bylaws will be allowed on the property.
4. No amphibious animals other than fish will be allowed on the property.
5. No reptiles will be allowed on the property.
6. The Owners of pets shall be fully responsible for their pets' behavior within the building and common property which shall include clean up.
7. If a pet is deemed a nuisance by the Council, the Council shall provide the Owner with written notice, and the occupant shall remove the pet from the building permanently within 30 days of receipt of such notice.
8. No birds shall be fed from any strata lot or common property.
9. Owners shall inform all visitors who bring pets onto the property of the rules concerning pets, and the Owner of the strata lot shall be responsible for the activity and conduct of any invited pet.
10. All occupants or Owners will be responsible for clean up or repair of damage caused by pets belonging to their guests within the building or common property.

5. Hazards to Building

1. Fire hazards must be minimized and smoke detectors and fire alarms are not to be tampered with. No item shall be brought into or stored in a strata lot or the common property, which will in any way increase or tend to increase the risk of fire or the premium rate of fire insurance (or any other insurance held by the Strata Corporation) or which will invalidate any insurance policy held by the Strata Corporation.
2. No flammable substances, especially gas and propane containers shall be stored on or in any common property or transported in the elevator other than for barbeque use on decks or patios.
3. No substances, especially burning material, such as cigarettes or matches, shall be thrown or be permitted to fall from any window, door or balcony or any other strata lot or common property.
4. Waterbeds are not permitted in strata lots.
5. The building manager must be provided with a duplicate key or the key pad combination for the

entrance to each strata lot in case of an emergency. Failing this, if an emergency occurs at a strata lot and the occupants cannot be contacted, access for protection of common property or safety may be gained by force at the Owner's expense.

6. i) All buildings and lands that comprise the Strata Corporation are strictly non-smoking and smoking is prohibited:
 - a) in a strata lot;
 - b) on common property, including limited common property;
 - c) on decks, patios and balconies;
 - d) in hallways, elevators, parking areas, stairs and storage locker areas;
 - e) on or in the first and third level including, but not limited to, indoor/outdoor pool area, indoor/outdoor hot tub and decks, gym/fitness room and meetings/amenity rooms; games room, washrooms and
 - f) within 3 metres from any doorway, window, or air intake, or any other location within the Strata Corporation as outlined in the *Tobacco Control Act* and the *Tobacco Control Regulation*.

- ii) For the purposes of this bylaw, the term "smoking" includes, but is not limited to, the burning, combusting and/or vaporizing of:
 - a. Tobacco;
 - b. Any drugs including, but not limited to, marijuana, crack cocaine, hashish, methamphetamines and heroin;
 - c. E-liquids or other substances used in vaporizers, electronic-cigarettes or similar appliances which allow for the inhalation of vapour of atomized liquid or substances. *(Repealed and replaced at 2016-07-27-AGM)*

6. Exterior Appearance

1. No awning, shade, screen, air-conditioning unit, radio, television antenna or plants shall be hung from or attached to the exterior of the building or strata lot without prior consent of the Strata Council.
2. To provide continuity of the buildings appearance, the exterior of the window coverings may not be altered.
3. No laundry, clothing, bedding or other articles shall be hung or displayed from windows, decks, patios or other parts of the building so that they are visible from the outside of the building.
4. No items shall be stored on decks or patios other than traditional patio furniture.
5. The exterior appearance of the strata lot and building shall not be altered in any way, including, but not limited to, the painting of wood, stucco, brick, railings, concrete or other exterior parts of the building.
6. Inside window coverings, visible from the exterior of the building must be Venetian blinds and the patio doors must have vertical blinds, which are white or ivory in color.
7. Sign boards provided by the Strata Council shall be the only means of advertising at the complex. A \$10.00 per sign board space per month shall be levied to the unit Owner for the use of the sign board. The fees charged shall be paid to the Strata Manager for the corporation and are non-refundable.

7. Residential Renters

1. A renter or occupant is deemed a resident regardless of the length of tenancy.
2. The rental manager or Owner must inform the Strata Council or the building manager of every renter that they have allowed into the property. A form K must accompany notice of any rental.
3. If the rental manager or Owner does not inform the Strata Council or the building manager of every renter they can be fined \$50.00 for every infraction.
4. Prior to possession of a strata lot by an occupant, renter, Owner or its manager, the rental manager or Owner shall deliver to the occupant the current Bylaws and Rules and regulations of the Strata Corporation and a notice of the occupant's responsibilities.
5. User Fee (*Amended: AGM July 23, 2014*)

Whereas the Owners of Strata Plan KAS2849 recognize that when a strata lot is used by the owner as a rental property, this results in greater usage of the common property; the Owners hereby resolve as a bylaw and pursuant to Strata Property Regulation 6.9;

- a) Every owner who uses their strata lot as a rental property at any time during a calendar year shall pay a User Fee of \$300.00 per annum.
- b) Such fee shall be payable once during each calendar year that the strata lot is used as a rental property.
- c) Such fee shall be paid at such time as the strata council requires.

8. Information for the Strata Corporation

1. Within 14 days of becoming an Owner, the Strata Corporation must be advised in writing; the name, strata lot number and the mailing address if outside the Strata Plan.
2. On request by the Strata Corporation, an occupant must inform the Strata corporation of his or her name, phone number, e-mail address and other contact information.

9. Altering of Strata Lot

1. An Owner must obtain written approval of the Strata Corporation before making an alteration to a strata lot, common property including limited common property or common assets that may involve any of the following.
 - (a) the structure of the building;
 - (b) the exterior of the building, including windows, decks or patios;
 - (c) chimneys, stairs, balconies or other things attached to the building, or that front on the common property;
 - (d) fences, railings or similar structures that enclose the patio, balcony or yard;
 - (e) common property located within the boundaries of the strata lot;
 - (f) Those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
 - (g) Placement of any wood, laminate or tile flooring
3. The Strata Corporation must not unreasonably withhold its approval, but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any related expenses relating to the alteration.

10. Permission to Enter a Strata Lot

1. An Owner, tenant, occupant, renter 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 24 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 issue under section 149 of the act. The notice must include the date and approximate time of entry, and the reason for entry.

11. Recreational and Common Facilities

1. The Strata Council shall administer all recreational facilities, and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all Owners, tenants, occupants and visitors.
2. The recreational facilities are for the use of residents and their invited guests only.
3. Occupants and guests must assume responsibility for their behavior, safety, and liability when using the pool, hot tub or other recreational facilities.
4. Glass containers are prohibited in any common property areas.
5. No smoking is permitted in any common property area.

12. Parking

1. Residents shall use only the parking space(s) assigned to their strata lot, save and except for private arrangements with other Owners for the use of parking spaces assigned to such other Owners. The building manager must be notified of these parking arrangements in a timely fashion. Assigned space(s) shall not be leased or rented to a non-resident Residents shall not use the visitor parking area.
2. No major repairs or adjustments shall be made to motor vehicles, or other vehicles or machinery on the premises.
3. A maximum speed of 10 kph shall be observed by all persons operating vehicles anywhere on the common property.
4. Users of parking stalls are responsible for the cleaning of any oil, antifreeze or grease spills. Continuous spills will result in that vehicle being prohibited from parking on the common property until it is repaired. Lack of compliance will result in the Strata Corporation assessing the property and any cleaning or repair costs will be charged to the strata lot Owner.
5. No vehicles exceeding 4,000 kg. G.V.D. shall be parked or brought onto the common property without the prior consent of the Strata Council, except, commercial vehicles used to deliver to, or remove goods from the property.
6. No parking is permitted except in a designated parking space, nor shall vehicles be parked in a manner that will in any way obstruct other vehicles, or reduce the width of any access driveway.
7. Any vehicle parked in violation of section 12.6 will be removed at the vehicle Owner's expense.
8. Incoming vehicles have the right of way at the garage door.
9. Use of vehicle horns upon entering, leaving or within the parking garage is prohibited, except in cases

in which a horn is required to prevent collision.

10. Vehicle lights must be used at all times when a vehicle is in motion in the parking garage.
11. A vehicle or other mobile property must not be stored, uninsured on the common property, limited common property or on land that is a common asset.
12. The use of parking stalls or any common property for storage of items other than the intended use of common property must receive written prior approval from the Strata Council.

13. Bicycles

1. Residents' bicycles must be kept in the secured bicycle storage rooms provided. Bicycles shall not be brought into the residential area of the building or stored on the decks or patios. Each Owner is liable for his or her own property that is in storage.

14. Move-In Procedure

1. An Owner, or an Owner whose tenant is moving household effects and furniture into, or out of, the building, must:
 - (a) Arrange with the building manager for a date and time for the move, a minimum of seven days before the planned move.
 - (b) Arrange with the building manager for an elevator key one week in advance of any move and pay a \$25.00 deposit refundable on return of the key.
2. An Owner who is moving household effects or furniture into or out of the building, or whose long term tenant or renter is moving household effects or furniture into or out of the building must prepay a non-refundable fee of \$100.00 for General wear and tear to the common areas. This fee will be levied each time a unit is reoccupied with furniture and household effects. The building manager or rental manager will inspect the common areas before and after each move, and report any damage to the Strata Council.
3. The movement of household effects and furniture may only occur within the designated times assigned by the building manager, and may only be loaded into an elevator that is in service mode and has protective curtains installed.
4. If the common property is damaged as a result of moving in or out of the building, the Strata Corporation may do what is reasonably necessary to repair such damage and the unit Owner shall be required to pay the reasonable costs of remedying the contravention and may be charged the cost of repair

15. Movement of Heavy Appliances and Furniture

1. The movement of heavy appliances and furniture outside of a scheduled move in/move out requires a booked appointment with the building manager to install protective curtains and place the elevator in the service mode.
2. The holding of elevator doors open will cause the alarm to sound and may cause damage to the elevator. Any resulting repair cost will be charged to the Owner of the strata unit concerned.

16. Security (Amended: AGM July 23, 2014)

1. Residents are responsible for the actions of anyone they admit into the building, including movers.
2. Residents shall not admit persons unknown to them. Particular attention should be paid to those who phone on the intercom, or who they encounter at the door entering into the building.
3. No solicitations are permitted in the building or on any common property including outside the building or on the road or on the street outside of the building.
4. All missing remote controls or main entry keys including fobs and cards are to be reported to the building manager immediately. A fee will be charged for replacement of any remotes or keys.
- 5) Closed circuit television and video surveillance are installed in the following common areas of the building: building entrances, lobbies, recreation rooms and mailrooms. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- 6) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan KAS 2849.
- 7) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
- 8) The video files are stored for a period of up to 1 month from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- 9) The security fob usage records are stored for a period of up to 3 months from the date of the recording, which period may be extended for those the files required for law enforcement and/or Bylaw enforcement purposes.
- 10) The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
 - a. law enforcement in accordance with Bylaw 3 herein;
 - b. the caretakers of the Strata Corporation and Council members in accordance with Bylaw 3 herein; or
 - c. In the event of an incident in which they are involved or affected, an Owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- 11) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any Owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

17. Communication With the Strata Council

1. Except in an emergency, communications with the Strata Council must be in writing. All suggestions are welcome. A suggestion box will be placed in an area where the Strata Council will meet for their regular scheduled Meetings.

18. Property Insurance Required for Strata Corporation

1. All Owners must obtain appropriate insurance adequate to cover their strata lot, plus liability in the case of any effects emanating from their strata lot creating damage to property beyond the limits of their strata lot.
2. No Owner shall commence or proceed with an insurance claim that may affect the common insurance policy held by the Strata Corporation, without first obtaining the written consent of the strata Council. Such consent shall not be unreasonably withheld.
3. Any and all personal insurance claims must be reported to the Strata Council, even if the claim is not anticipated to affect the common insurance policy. The deductible by each strata unit should be assessed very carefully in the event of a claim.
4. For the purposes of section 149 (4) (b) of the Act, the Strata Corporation must provide, and maintain, coverage for earthquake in addition to other major perils of fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

Division 2 - Powers and Duties of Strata Corporation

19. Repair and Maintenance of Property by Strata Corporation

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 repair and maintenance that in the ordinary course of events occurs less often than once a year, and the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of the building
 - (ii) the exterior of the building
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of the building;
 - (iv) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of the building
 - (ii) the exterior of the building
 - (iii) chimneys, stairs, balconies and other things attached to the
 - (iv) fences, railings and similar structures that enclose patios,
 - (e) The Strata Corporation is not responsible for the repair, maintenance or replacement of exterior doors and windows of the strata lot and limited common property.

20. Acquisition and Disposal of Property by Strata Corporation

1. In accordance with Section 82 (3) (a) of the Act, the Strata Corporation must obtain prior approval by a resolution passed by $\frac{3}{4}$ Vote at an Annual or Special General Meeting for the acquisition or disposal of personal property for the use of the Strata Corporation if the personal property has a market value in excess of \$4,000.00.

Division 3 - Council

23. Council Size

1. The Council must have at least 3 and not more than 7 members.

24. Council Members' Term

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 re-election.
3. No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116 (1) of the Act

25. Removing Council Member

1. A Council member who fails to attend three consecutive meetings without notice may be deemed by Council as non-acting and may be asked to resign as member. At an Annual Meeting or a Special General Meeting a new Council member may be elected if the Council so chooses. Only by special permission will Council consider a longer term of non-attendance.
2. 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.
3. After removing a Council member, the Strata Corporation may hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.

26. Replacing Council Member

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

27. Officers

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, 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 the duties of the President while the President is absent or is unwilling, or unable to act, or for the remainder of the President's term if the President ceases to hold office.
4. If an officer other than the President is unwilling or unable to act for a period of two or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

28. Calling Council Meetings

1. Any Council member, with the support of at least one other member of Council, 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 should be in writing supported by e-mails.
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.

29. Requisition of Council Hearing

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 29.1 it must be held at the next regularly scheduled Council Meeting.
3. The purpose of the hearing is to seek a decision of the Council. The Council must give the applicant a written decision within 30 days of the hearing.

30. Quorum of Council

1. A quorum of the Council is
 - (a) 2, if the Council consists of 3 or 4 members,
 - (b) 3, if the Council consists of 5 or 6 members, and
 - (c) 4, if the Council consists of 7 members.
2. Council members must be present at the Council Meeting to be counted in establishing a quorum.

31. Council Meetings

1. At the option of the Council, Council Meetings may be held by electronic means, as 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 with acceptance of written request which has been received at least 36 hours in advance of the Meeting. Council reserves the right to restrict attendance but must not unreasonably withhold permission. For the purpose of this section an observer is defined as an Owner or other person who has business with the Strata Corporation. An observer does not take an active part in the Meeting unless the Council invites the observer to do so.
4. Despite subsection 31.3, 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.

32. Voting at Council Meetings

1. At Council Meetings, decisions must be made by a majority of Council members present in person at the Meeting.
2. The results of all votes at a Council Meeting must be recorded in the Council minutes. If there is a tie vote at a Council Meeting, the President may break the tie by casting a second deciding vote.

33. Council to inform Owners of Minutes

1. 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. Minutes will be posted in a common location or posted to the Discovery Pointe website.

34. Delegation of Council's Powers and Duties

1. Subject to subsections 34.2 to 34.4, 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 34.3.
3. A delegation of a General authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purpose 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 fine, or
 - (c) whether a person should be denied access to a recreational facility.

35. Spending Restrictions

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 35.1, 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 insure safety or prevent significant loss or damage.
3.
 - (a) If a proposed expenditure has not been put forward for approval in the budget or at an Annual or Special General Meeting, the Strata Corporation may only make the expenditure in accordance with this Bylaw.
 - (b) Subject to subsection 98(3), SPA, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than \$20,000.

36. Limitation on Liability of Council Member

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 36.1 does not affect a Council member's liability, as an Owner, for judgment against the Strata Corporation.
3. A Council member whether they hold a title or otherwise will not be liable for any suit or counter suit in the event of litigation.

Division 4 - Enforcement of Bylaws, Rules and Regulations**37. Maximum Fine**

1. The Strata Corporation may fine an Owner and or its occupants a maximum of
 - (a) \$200.00 for each contravention of a Bylaw, and
 - (b) \$50.00 for each contravention of a Rule

38. Continuing Contravention

1. If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues without interruption, for longer than 7 days, a fine may be imposed every seven days.

Division 5 - Annual and Special General Meetings**39. Person to Chair Meeting**

1. The President of the Council must chair Annual and Special called Meetings.
2. If the President of the Council is unwilling or unable to act, the Vice President of the Council must chair the Meeting.
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 the persons who are present at the Meeting.

40. Participation by Other Than Eligible Voters

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 resolution passed by a majority vote at the meeting.

41. Voting

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 on a 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 or 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. Except in cases where, under this Act, a unanimous resolution is required, an Owner is not entitled to vote at a Special General or Annual Meeting unless all contributions payable and monies owing for his strata lot have been paid, including all levies and fines.
7. Despite any thing in this section, an election of Council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.

42. Order of business

1. The order of business at Annual or Special General Meeting 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 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 103 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) Adjourn the Meeting.

43. Severability

The provisions hereof shall be deemed independent and severable and the invalidity 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.