

Creekside of Sunshine Hills Strata NW 3062 Strata Bylaws

2/20/2016

Approved at Special General Meeting

As of the above noted date

CREEKSIDE OF SUNSHINE HILLS

STRATA CORP. N.W. 3062

BYLAWS

(Provisions contained in the Strata Property Act [as amended] have not been repeated in these bylaws. Since many provisions normally included in bylaws are now contained in the Strata Property Act, persons are encouraged to familiarize themselves with both the Strata Corporation's filed bylaws and the Strata Property Act, hereafter referred to as the Act in these bylaws.)

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

Payment of Strata Fees *and Other Charges*

- 1.01 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.02 Each owner shall give the strata corporation a voided cheque on the bank account from which they will pay their strata fees and the strata fee will be deducted from each owner's bank account on the first day of each month.
- 1.03 All other charges, if any, shall be due and payable on the first day of the month following demand.
- 1.04 Section 1.03 shall not apply to special levies under Section 108 of the Act, nor to fines under section 24 of the bylaws.
- 1.05 The interest payable on a late payment of a strata fee or a special levy shall be 10% per annum.
- 1.06 Within two weeks following written application by the owner, the strata corporation shall furnish the owner with a statement setting forth the amount of any unpaid strata fees and other charges then due from the owner.
- 1.07 The owner of a strata lot for which a cheque or automatic debit does not clear will be charged the financial service charge.
- 1.08 If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation

Common Property and Limited Common Property (for future use, if required)

- 2.01 Features included in common property are:
 - (a) roadways and related services,
 - (b) gardens and other landscaped areas, and
 - (c) that identified in sub clause (b) under the definition of "common property" in Section 1 of the Strata Property Act.

- 2.02 Features included in the limited common property, that may be used exclusively by an owner, are:
- (a) patios (commonly identified as the front porch at the front of each unit),
 - (b) sun decks, and
 - (c) garages

Repair and maintenance of property by owner

- 3.01 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.
- 3.02 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of Property

- 4.01 (a) The strata lots are intended for residential purposes only and shall be occupied as a one family place of residence.
- (b) An owner, tenant, or occupant shall not use a strata lot for short-term accommodations, hotel-like uses, motel-like uses, bed and breakfasts, or any other type of licensing or similar arrangement.
- (c) An owner, tenant or occupant shall not use a strata lot for any type of house swap arrangement, or a home stay, or any other type of similar arrangement.
- 4.02 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, or
 - (d) is illegal.
- 4.03 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 4.04 Except as may be otherwise provided in the bylaws or Act no owner, tenant, occupant nor visitor shall trespass on the part of the property to which another owner is entitled to exclusive use.
- 4.05 No owner, tenant, occupant nor visitor shall do anything that will increase the risk of fire or the rate of fire insurance premiums.
- 4.06 No owner, tenant nor occupant shall allow a strata lot nor limited common property to become unsanitary nor a source of odour. Refuse shall not be thrown, piled nor stored

on limited common property nor common property, nor such property be allowed to become untidy.

- 4.07 (a) signs, billboards, placards, nor notices shall be displayed on the common property, limited common property or the strata lot without the prior consent of the strata corporation.
- (b) Notwithstanding subsection 4.07 (a), political signs no larger than 46 cm (18 inches) by 61cm (24 inches) may be displayed on limited common property or inside a strata lot.
- (c) Notwithstanding subsection 4.07 (a), real estate for sale signs are permitted but are restricted to display on a post for that purpose and/or in the window of the strata lot.
- 4.08 (a) No awning, shade, air conditioning unit, satellite dish or other exterior attachments shall be hung from nor attached to the exterior of a strata lot without prior written consent of the strata corporation.
- (b) White aluminum combination screen and storm doors, and white aluminum window screens, may be installed without permission of the strata corporation.
- (c) No laundry, washing, clothing, bedding or other articles shall be placed in any area so that they are visible from the exterior of the strata lot, except as shall be permitted by the strata corporation.
- 4.09 (a) No repairs, maintenance or adjustments are to be made to motor vehicles or other mechanical equipment on the common property or limited common property except as authorized by the strata corporation.
- (b) Washing motor vehicles is not permitted if the temperature is freezing or near freezing.
- (c) Derelict motor vehicles are not allowed on common property nor limited common property.
- (d) Motor vehicles leaking oil or other fluids shall not be parked on common property.
- (e) No owner, tenant or occupant shall park any commercial vehicle over 180 cm tall, camper, trailer, boat, or RV on common property, or limited common property other than in garages, without the written consent of the strata corporation. This restriction shall not apply to equipment making deliveries to, nor providing repair, maintenance or installations to, a strata lot.
- (f) No motor vehicle shall be parked in locations that obstruct roadways, driveways, walkways or garages, other than the owner's, tenant's or occupant's limited common property. In no event shall any vehicle be parked in the south-east common property turn-around so as to impede the ability of other vehicles to enter or exit the turn-around.
- 4.10 (a) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property.
- (b) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged mammals;

- (iii) up to two caged birds;
 - (iv) one dog or one cat.
 - (c) Subsections 4.10 (a) and (b) do not apply to:
 - (i) a pet living with an owner at the time this bylaw becomes in force,
 - (ii) guide dogs or service dogs.
 - (d) An owner, tenant, occupant or visitor walking their pets on common property must remove any excrement resulting from the pet.
- 4.11
- (a) Subject to Sections 142 (2) (family member) 144 (hardship) and 269 (amalgamation of strata corporations) of the Act, the number of strata lots which may be rented or leased at any given time is limited to zero.
 - (b) An owner may apply in writing for an exemption on the grounds that this bylaw causes hardship to the owner. The application must be made and must provide the reason the owner considers that an exemption should be made and must also provide whether or not the owner requires a hearing.
 - (c) When an application has been made,
 - (i) the strata corporation shall hear the owner or owner's agent within four weeks of the date of application if the owner requests a hearing,
 - (ii) give its decision in writing within two weeks of the hearing, or
 - (iii) give its decision in writing within two weeks after the owner applied if no hearing is held or requested.
 - (d) Where the council grants an exemption to an owner to rent his strata lot on the grounds of hardship, the council can specify the length of time that the exemption is granted for. When permission to rent is granted on the grounds of hardship, the owner must rent his strata lot within 90 days or the exemption is withdrawn.
 - (e) Where permission to rent pursuant to this bylaw has been automatically revoked, withdrawn, terminated or will expire, an owner may reapply to the council for permission to rent the strata lot and such application will be governed by the provisions of this bylaw and the Act and amendments thereto.
 - (f) Where an owner leases his strata lot in violation of the bylaw, the strata corporation shall levy against the owner a fine of \$500 every seven days during the period of the rental.
 - (g) For the purposes of this bylaw, the terms "lease", "rent", "rents" and "rental arrangement" shall include any and all forms of tenancy or licence relating to the occupancy of a strata lot.
 - (h) A strata lot rented in accordance with this bylaw cannot be subleased.
 - (i) An owner who rents or leases his strata lot shall provide to the strata corporation a completed Form K, as contained in the Act within two weeks of the commencement of the tenancy.

Inform Strata Corporation

- 5.01 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 plan, if any.

- 5.02 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- 5.03 An owner, tenant or occupant shall advise the strata corporation of the name(s), telephone number(s), and email address if any, of whom to contact in the absence of the owner, tenant, or occupant in the event of an emergency.

Obtain Approval Before Altering a Strata Lot

- 6.01 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, 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 porch, sun deck or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) painting any part of the exterior of a strata lot.
- 6.02 The strata corporation will advise the owner of its decision within two weeks. 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 expenses related to the alteration.
- 6.03 All electrical and plumbing work to a strata lot must be undertaken by qualified persons.

Obtain Approval Before Altering Common Property or Limited Common Property

- 7.01 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.
- 7.02 The strata corporation will advise the owner of its decision within four weeks or such other time as may be reasonable under the circumstances. The strata corporation must not unreasonably withhold its approval.
- 7.03 The provisions of section 7 shall not apply to garages.

Alterations to a Strata Lot or Common Property

- 8.01 Owners who undertake alterations in accordance with these bylaws must:
 - (a) ensure all alterations are carried out in accordance with the design approved by the council or its duly authorized representative;
 - (b) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures.

- 8.02 The owner will be responsible to obtain the applicable building permits at the owner's expense prior to commencing the work, and obtaining such permits is a condition of the council's approval.
- 8.03 Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
- (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent strata lots or common property, and
 - (c.) the effects of rain and weathering, staining, discoloration.
- 8.04 The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
- (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.
- 8.05 On the sale of the strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an agreement with the strata corporation, if required by the council, the alteration may be removed by the council and the cost of the removal will be charged to the new owner.
- 8.06 To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- 8.07 The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- 8.08 Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who received approval may be required by the council to sign an agreement taking responsibility for the expenses relating to the alteration.
- 8.09 No alteration/renovation debris, materials or packaging is allowed to be deposited in the strata corporation's disposal bins.
- 8.10 The provisions of section 88 shall not apply to garages.

Permit Entry to Strata Lot

- 9.01 An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property in an emergency, without notice, to ensure safety or prevent significant loss or damage, or to inspect for a possible pest infestation.

- 9.02 Should entry be denied, or In the event that the owner, tenant or occupant cannot be contacted, access for the protection or safety of common property or other strata lot may be gained by forced entry and any repairs to damage shall be completed, to the satisfaction of the strata corporation, at the expense of the owner, tenant or occupant.
- 9.03 An owner, tenant or occupant must allow a person authorized by the strata corporation at a reasonable time, on 48 hours written notice, to inspect, repair or maintain limited 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.

Repair, Maintenance and Insurance of Property by Strata Corporation

- 10.01 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, sun decks, porches 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 porches, sun decks and yards.
 - (d) a strata lot, 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, sun decks, porches 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 **porches, sun decks,** and yards.
- 10.02 Notwithstanding the requirements contained in section 10.01, the strata corporation is not responsible for the repair and maintenance of limited common property
- (a) that has been substantially modified or altered from the original strata plan or disclosure document, nor
 - (b) the interior of garages.

Indemnification and Insurance Deductible

- 10.03 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- 10.04 In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.
- 10.05 Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- 10.06 For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a 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.
- 10.07 An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Division 2 – Powers and Duties of Strata Corporation

Funds of the Strata Corporation

- 11.01 All funds received by the strata corporation shall be deposited in a separate account with a chartered bank, trust company or credit union.
- 11.02 All cheques drawn on any account of the strata corporation shall be signed by two members of the strata council.

Council Size and Council Members' Terms

- 12.01 The council must have at least three and not more than seven members.
- 12.02 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 12.03 A person whose term as council member is ending is eligible for re-election.
- 12.04 The spouse of an owner may sit on the council even if the spouse is not on the title of the strata lot.
- 12.05 An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.

Removing Council Member

- 13.01 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.
- 13.02 After removing a council member, the strata corporation must hold an election at the same annual or general meeting to replace the council member for the remainder of the term.

Replacing Council Member

- 14.01 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.
- 14.02 A replacement council member may be appointed from any person eligible to sit on the council.
- 14.03 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.
- 14.04 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.

Officers

- 15.01 At the first meeting of the council after each annual general meeting of the strata corporation, the council must elect, from its members, a president, a vice president, a secretary and a treasurer.

- 15.02 A person may hold more than one office at a time, other than the offices of president and vice president.
- 15.03 The vice president has the powers and duties of the president
 - (a) while the president is absent or unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 15.04 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.

Calling Council Meetings

- 16.01 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.
- 16.02 The notice does not have to be in writing.
- 16.03 A council meeting may be held in 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.
- 16.04 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Quorum of Council

- 17.01 A quorum of council is
 - (a) two, if the council consists of two, three, or four members,
 - (b) three, if the council consists of five or six members,
 - (c) four, if the council consists of seven members.
- 17.02 Council members must be present in person at the council meeting to be counted in establishing a quorum.

Council Meetings

- 18.01 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.
- 18.02 If a council meeting is held by electronic means, council members are deemed to be present in person.

- 18.03 In the absence of both the president and the vice president, the members present shall from among themselves appoint a chairperson for that meeting, who shall have all the duties and powers of the president while so acting.
- 18.04 Owners may attend council meetings as observers.
- 18.05 Despite section 18.04, no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

- 19.01 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 19.02 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 19.03 The result of all votes at a council meeting must be recorded in the council meeting minutes.

Council to Inform Owners of Minutes

- 20.01 The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's Powers and Duties

- 21.01 Subject to sections 21.02 to 21.04, 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.
- 21.02 The council may delegate its spending powers and 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 section 21.03.
- 21.03 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.
- 21.04 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.

Spending Restrictions

- 22.01 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.
- 22.02 Despite section 22.01, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on Liability of Council Member

- 23.01 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.
- 23.02 Section 23.01 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 23.03 All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, valid as if the member had been duly appointed or had duly continued in office.

Division 4 – Enforcement of Bylaws and Rules

- 24.01 The strata corporation may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a bylaw,
 - (b) \$10 for each contravention of a rule, *and*
 - (c) \$500 for each contravention of the bylaw which limits rentals.
- 24.02 Fines shall become due at a time determined by the strata corporation. The maximum rate of interest after the due date shall be 10 percent per annum.
- 24.03 The strata corporation does not require a vote at an annual or special membership meeting to sue under the Small Claims Act for monies owed under this section or any other section of the bylaws.

Continuing Contravention

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

Division 5 – Annual and Special General Meetings

Annual and Special General Meetings, Quorum, and Person to Chair Meeting

- 26.01 Subject to Section 40 (2) of the Act not more than 13 months shall elapse between one annual general meeting and the next.
- 26.02 Six persons entitled to vote in person or by proxy constitute a quorum at an annual or special general meeting.
- 26.03 Annual and special general meetings must be chaired by the president of the council.
- 26.04 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 26.05 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by Other Than Eligible Voters

- 27.01 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 27.02 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.
- 27.03 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 28.01 At an annual or special general meeting a vote is decided on a show of hands, unless an eligible voter requests a precise count.
- 28.02 If a precise count is requested, the chair must decide whether it will be by a show of hands or by roll call, secret ballot or some other method.
- 28.03 The outcome of each vote, including the number of votes for and against a resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 28.04 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.
- 28.05 Despite anything in section 28, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

- 28.06 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 lien against that strata lot under Section 116 (1) of the Act.

Order of Business

- 29.01 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) present to the meeting 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;
 - (A) The budget must be accompanied by a financial statement in accordance with Section 103 (2) of the Act;
 - (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

- 30.01 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, Regulations, the bylaws or the rules.
- 30.02 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.

- 30.03 The voluntary dispute resolution provisions of section 30 of the bylaws do not negate the strata corporations right nor an owner's or tenant's right under Section 177 of the Act as amended to refer a matter listed under Section 177 (3) of the Act to arbitration.