

Alta Lake Resort

VR 1597

Consolidated Bylaws

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Division 1 Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fees

- (1) An owner shall pay the strata fees established in each assessment to:
 - (a) the strata corporation; or
 - (b) to any other person, firm or corporation to whom the strata corporation shall direct payment to be made from time to time.
- (2) The strata fees shall be payable in 12 equal consecutive installments in advance, the first installment to be made on the first day of January immediately following receipt of the assessment and the successive installments made on the first day of each month thereafter.
- (3) All payments of whatsoever nature:
 - (a) required to be made by an owner; and
 - (b) not paid on or before 10 days after the date when due

shall bear interest from the date when due until paid at a rate of 10% per annum compounded annually or the maximum interest rate permitted by the regulations. All payments on account shall first be applied to interest and then to the assessment payment first due.

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 such limited common property. Limited common property includes (but is not limited to) sheds, porches, decks, and stairs.

3. Use of Property

General Prohibitions

- (1) An owner, tenant, occupant or visitor shall not use a strata lot, common property, limited common property or common assets in a manner that:
 - (a) unreasonably interferes with the rights of other persons to use and enjoy any of the same;
 - (b) is illegal, or contrary to the provisions of any rules or bylaws of any governmental or municipal authority;
 - (c) is contrary to a purpose for which any of the same is intended as shown expressly or by necessary implication on or by the strata plan.

Noise and Nuisance

- (2) An owner, tenant, occupant or visitor shall not:
- (a) cause a nuisance or hazard to another person;
 - (b) be disruptive or disorderly to another person;
 - (c) make or permit to be made unreasonable or undue noise;
 - (d) permit a pet to bark unreasonably or otherwise make unreasonable noise;
 - (e) chop wood on a porch or deck;
 - (f) permit any telephone, bell or other noisy device to be hung on, attached to or to come into contact with any party wall;
 - (g) contravene any Noise Control Bylaw enacted by the Resort Municipality of Whistler.

Appearance and Tidiness

- (3) An owner, tenant, occupant or visitor shall not:
- (a) erect or affix a screen on a porch or deck;
 - (b) erect or affix a balcony guard on a porch or deck;
 - (c) install or affix a ventilator, air conditioning device, or window guard, without the prior written consent of the council;
 - (d) hang or display on or from any window, deck, porch or other part of the building on a strata lot any laundry, washing, clothing, bedding or other materials or articles;
 - (e) throw or permit to be thrown or fall any material substance whatsoever out of or from any window, door, stairway or other part of a strata lot or off the limited common property;
 - (f) erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting external to any part of a strata lot, the limited common property or of the common property, except a personal name plate of a size and style approved by the council in advance;
 - (g) paint the wood or other parts of the exterior of the building and the appurtenances thereto on a strata lot, limited common property or common property, except in accordance with an approval issued by the council under section 6 or 7;
 - (h) do or permit to be done anything which would alter the exterior appearance of the building, except in accordance with an approval issued by the council under section 6 or 7;
 - (i) use any tarp or similar covering on a deck or porch;

- (j) attach or hang (or permit to be attached or hung) any awning, shade, or radio or television aerial or antenna or satellite dish (14) from the exterior of any building on a strata lot, without the prior written consent of the council;
- (k) do or permit to be done anything on the grounds of the common property or limited common property likely to damage the plants, bushes, flowers or lawns and shall not place chairs, tables, kayaks, canoes, inflatable boats or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of lawns or the maintenance of the common property or limited common property from time to time;
- (l) leave any personal effects upon the limited common property or the common property;
- (m) hang or allow to remain hanging Christmas or decorative lights, except during the period of December 1 until January 31.
- (n) store any items on a porch or a deck other than the following:
 - i) outdoor tables and chairs;
 - ii) barbeques;
 - iii) firewood; and
 - iv) portable patio heaters.
- (o) store or stack firewood on common property, except under the eaves;
- (p) subject to subsection (o), store on common property any items without the prior written consent of the council.

Obstruction

- (4) An owner, tenant, occupant or visitor shall not:
 - (a) do or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the sidewalks, entrances, exits, passages, or other parts of the common property or to persons lawfully using the same;
 - (b) leave or permit to be left on the common property any bicycles, tricycles, children's toys, or any other items likely to cause an obstruction, restriction or hindrance to other owners or to persons lawfully using the common property.

Access to Electrical Room

- (5) Access to the electrical rooms is strictly prohibited, except to authorized persons who are:
 - (a) carrying out the duties of their employment; and
 - (b) providing services as directed by the strata corporation.

Motor Vehicles and Parking

- (6) An owner, tenant, occupant or visitor shall not except by special permission of council:
- (a) place or park on the common property anything other than a private automobile, motorcycle or recreation vehicle (such as a boat or a snowmobile) as may be allowed by the Council and only in such place as the council may allow;
 - (b) place, park or store on the common property any:
 - i) unlicensed vehicle,
 - ii) uninsured vehicle.
 - (c) place or park on the common property any private automobile or motorcycle, except in the places designated by the council for the parking of such automobiles or motorcycles;
 - (d) perform any major automobile repairs or repairs to other mechanical equipment on the common property;
 - (e) cause a nuisance or annoyance to others by the starting or running of a loud or noisy engine or other device;
 - (f) drive motor vehicles on paved walkways or on grassed areas within the strata plan;
 - (g) ride bicycles on the grassed areas within the strata plan;
 - (h) use the grassed areas as walkways between units.

Vehicles must be moved on a regular basis during periods of high snow fall. Failure to do so will result in the offending vehicle being towed at the owner's expense. Owners and or tenants will be given sufficient warning to move the vehicle before being towed.

Fire Hazards

- (7) An owner, tenant, occupant or visitor shall not:
- (a) do anything on a strata lot, nor bring, nor keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which will invalidate any policy of insurance;
 - (b) store any combustible, inflammable or other offensive material on a strata lot or limited common property, except for a reasonable supply of fuel customarily used in domestic fireplaces or for outdoor barbecues;
 - (c) burn rubbish or any other material on a strata lot, limited common property or common property, but this restriction shall not apply to the normal use of a fireplace within the building on a strata lot, or an outdoor barbecue.

Garbage and Waste

- (8) An owner, tenant, occupant or visitor
- (a) shall not:
 - i) leave, deposit or store any garbage, waste or debris of any nature whatsoever on or about the limited common property or common property;
 - ii) deposit anything or permit anything to be deposited into the strata garbage containers other than ordinary household garbage;
 - iii) deposit anything or permit anything to be deposited into the strata compost pile other than ordinary gardening waste;
 - iv) deposit any garbage, waste or debris into a strata garbage container if such container is already filled to such an extent that the lid is not or cannot be properly closed;
 - v) leave or cause to be left any garbage, waste or debris (including recyclable materials, bottles, cardboard, mattresses, and furniture) outside of, beside or on top of the strata garbage containers;
 - vi) deposit, cause to be deposited, or permit to be deposited into any or all of the strata garbage containers any construction debris, materials, packaging, garbage or refuse, and shall make or cause to be made all necessary arrangements for private garbage removal in accordance with all applicable municipal, provincial and federal laws; and
 - (b) shall dispose of all other garbage, waste or debris at that person's own expense and effort.

Alterations

- (9) Except in accordance with section 6 or 7 of these bylaws, an owner, tenant, occupant or visitor shall not:
- (a) make or cause to be made any alteration either to the interior or the exterior of the building on a strata lot;
 - (b) paint, decorate or add or remove any structure from the exterior of the building or a strata lot;
 - (c) add to or alter the wiring, plumbing, piping or other services on a strata lot, or within any bearing or party wall on the common property.

Conservation of Plumbing and Water Systems, Sewers and Drains

- (10) An owner, tenant, occupant or visitor shall not flush any items down the toilet except for the following:
- (a) toilet paper; and
 - (b) human excrement and waste.

- (11) Each owner, tenant, occupant or visitor shall:
- (a) conserve the plumbing and water system, the sewers and the drains which service the building on the owner's strata lot as well as the strata lots of other owners; and
 - (b) keep the same open and free from obstruction.
- (12) An owner shall be liable for any and all damage done to the plumbing and water system, the sewers or the drains by such owner, tenant, occupant or visitor. In the event that an owner neglects, refuses or fails in a timely manner to repair such damage, the council shall be entitled to repair such damage at the sole expense of such owner.
- (13) An owner, tenant, occupant or visitor shall at all times throughout the year ensure that each of the following thermostats are set at a minimum of five degrees Celsius:
- (a) the thermostat located within the building on a strata lot; and
 - (b) the thermostat located within the crawlspace beneath the building on a strata lot.

An owner shall be liable for all and any damage caused as a result of his or her own neglect, omission or failure, or that of his or her tenant, occupant or visitor to maintain the temperature stipulated in this subsection. In the event that an owner neglects, refuses or fails in a timely manner to repair such damage, the council shall be entitled to repair such damage at the sole expense of such owner.

Parking Stalls

- (14) Each unit within the strata plan has been assigned 2 parking stalls. An owner, tenant or occupant shall park only in his or her unit's assigned stalls.
- (15) The strata corporation has designated a number of parking stalls throughout the strata plan as visitor parking stalls, which shall only be used by visitors on a short-term basis. The council shall have the discretion to fine or tow, at the vehicle owner's expense, any other vehicle that occupies the visitor parking stalls.

Pets

- (16) An owner, tenant, occupant or visitor shall ensure that a pet on the common property or land which is a common asset is:
- (a) leashed or otherwise secured; or
 - (b) under the direct control of such owner, tenant, occupant or visitor.
- (17) A tenant or occupant must not keep any pets on a strata lot, on common property, or on limited common property other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one cat (neutered or spayed).

- (18) In addition to those pets permitted in subsection (17):
- (a) an owner is also entitled to keep one dog; whereas
 - (b) a tenant is not entitled to keep a dog.
- (19) An owner, tenant or occupant shall immediately clean up after and properly dispose of all pet feces on common property, limited common property, or land that is a common asset.
- (20) An owner, occupant or visitor shall not allow a pet to bark unreasonably so as to disrupt the peace of another person.
- (21) An owner, tenant or occupant who keeps a pet within a strata lot expressly assumes any and all liability for any and all action by such pet on common property, limited common property or on land which is a common asset, whether or not the owner, tenant or occupant had knowledge, notice or forewarning of the likelihood of such action.

4. Owners Liable for All Damage

- (1) An owner shall be liable for any and all damage done to common property by a tenant, occupant or visitor. In the event that an owner neglects, refuses or fails in a timely manner to repair such damage, the council shall be entitled to repair such damage at the sole expense of such owner.
- (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 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 to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

5. Inform Strata Corporation

- (1) Within 2 weeks of becoming an owner, an owner shall inform the strata corporation of the following:
- (a) the owner's name;
 - (b) local telephone number, if any;

- (c) strata lot number;
 - (d) mailing address and telephone number outside the strata plan, if any.
- (2) An owner shall advise the strata corporation in writing of any change of address or telephone number.
- (3) An owner, when renting a unit, must file a completed Form K with the strata corporation.

6. Approval Process for Alterations to Strata Lot

- (1) An owner shall not as a result of renovations or alterations to either the interior or exterior of the strata lot:
- (a) make, or cause to be made, excessive and prolonged noise; nor
 - (b) contravene any Noise Control Bylaw enacted by the Resort Municipality of Whistler.
- (2) Subject to subsection (1), an owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) wiring, plumbing, piping, heating (including gas appliances), and air conditioners.
- (3) Following application to and approval by the strata council, an owner may replace the existing wide living room window with double *French doors*, the following conditions to apply:
- (a) the total width of the opening for the doors will be no wider than the width the existing window opening;
 - (b) the doors will be standard height full glass pane *French door* type doors;
 - (c) owners may replace the wide living room window with double *French doors* or replace the long living room window with a single glass pane door, but owners may not carry out both renovations.
- (4) Upon application to the strata council, owners may make one of the following renovations but not both of the following renovations:

- (a) replace the long window near the entrance to the living room with a single standard height full glass pane door; or
 - (b) replace the wide living room window with double French doors, the following conditions to apply:
 - i) the total width of the opening for the doors will be no wider than the width of the existing window opening; and
 - ii) the doors will be standard height full glass panes “French” door type doors.
- (5) Where an owner wishes to replace the living room window and/or the back bedroom window, the following conditions shall apply:
- (a) the same width and height (at the top) of existing windows shall be maintained;
 - (b) there shall not be more than a ten inch increase in length at the bottom of the new window;
 - (c) all new windows shall be either white vinyl or aluminum; and
 - (d) owners shall, at their own expense, reinstate outside trim as previously existed.

7. Approval Process for Alterations to Common Property and Limited Common Property

General

- (1) An owner shall not undertake any alterations to any common property or limited common property without performing the following:
- (a) obtaining development and building permits from the appropriate government regulatory authorities;
 - (b) providing copies of all permits obtained to the Council;
 - (c) obtaining the consent of the owners by way of written approval of the Council.
- (2) An owner undertaking any alteration to common property or limited common property shall agree to enter into a written undertaking with the Strata Corporation, subject to ratification of the owners by way of written approval of special resolution at the next following general meeting of the Strata Corporation, which shall include the following terms:
- (a) all alterations done will be in accordance with the design approved by the Council or its duly authorized representative(s);
 - (b) the standard of quality of the work and materials of the alteration shall in no event be less than that of the existing structures;
 - (c) all work done and materials provided for the alteration will be at the sole expense of the strata lot owner requesting approval of the alteration;
 - (d) the owner from time to time of the strata lot receiving the benefit of the alteration shall for so long as he or she remains an owner be responsible for all present and future maintenance, repair and replacements, increase in insurance, and any

- damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations;
- (e) any indemnification and save harmless clause as outlined in subsection 3.
- (3) An owner who alters common property or limited common property, and any owner subsequent on title who receives the benefit of such alteration, shall with respect only to any claims or demands arising during the time that they shall have been an owner, indemnify and save harmless the Strata Corporation, its Council Members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand shall be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (4) An owner who has altered common property or limited common property prior to the passage of these bylaws shall be subject to their content and intent, to the extent that any damages suffered or cost incurred by the Strata Corporation as a result of the alteration, directly or indirectly, shall be borne by the owner who has benefited from the alteration.
- (5) An owner who, subsequent to the passage of this bylaw, alters common property or limited common property without adhering strictly to these bylaws, shall restore the common property or limited common property, whichever the case might be, to its condition prior to the alteration at the sole expense of that owner. If the owner refuses or neglects to restore the altered property to its original condition, then the Strata Corporation shall conduct the restoration, at the expense of the owner who had altered the property. The cost of such alteration shall be added to and become part of the assessment of that owner for the month next following upon the date on which the cost was incurred, and shall become due and payable on the date of payment of the monthly assessment.
- (6) Any costs due to the Strata Corporation pursuant to subsections 3,4 and 5 shall, for the purposes of section 116(1)(a) of the Act be considered strata fees and subject to a Form G Certificate.

Deck/Shed Standards—Council Approval

- (7) In considering deck and/or shed (deck/shed) proposals, the council shall not approve any plan with a deck area that:
- (a) is greater than 276 square feet.
 - (b) encroaches within 3 feet of a paved parking area.

- (c) extends greater than 1/3 of the distance from any part of the building to the nearest adjacent building.
- (d) any plan that is incompatible with other already constructed deck/sheds.

Deck/Sheds—Owner Responsibilities and Construction Standards

- (8) In addition to all other obligations set out in these bylaws, owners shall comply with the following deck/shed standards. Where an owner undertakes an alteration in respect of a deck/shed, the owner shall:
- (a) complete, sign and return the Deck/Shed Construction Contract to the strata council before beginning construction.
 - (b) complete construction (including painting) within 30 days of start-up.
 - (c) limit the size of the deck to that approved by the council.
 - (d) ensure that the exterior measurement of all sheds shall be 8 feet by 5 feet.
 - (e) use only building materials approved by council (unit #23's deck/shed provides an example of current quality requirements).
 - (f) use only roofing materials that are of the same material and color as the existing roof of the building.
 - (g) include, where the deck/shed has more than 3 steps, a railing to surround the entire deck/shed using:
 - i) the same design as the railing from the adjacent deck/shed; or,
 - ii) if there is no adjacent railing, a railing using either 1 by 4 inch, or 2 by 2 inch facings.
 - (h) relocate, at his own expense, any sprinkler heads that are covered by the deck/shed to an equally accessible exterior location, using a similar fixture.
 - (i) relocate, at his own expense, any water taps that are covered by the deck/shed to an equally accessible exterior location, using a similar fixture.
 - (j) ensure that the deck/shed does not encumber access to the attics or crawl spaces.

Satellite Dish Size and Installation Standards

- (9) In addition to all other obligations set out in these bylaws, owners shall comply with the following satellite dish (dish) standards.
- (a) For purposes of this section a new dish installation is defined as:
 - i) any dish installation made prior to April 10, 2004 that was not authorized by council in accordance with bylaws 6 (Approval Process for Alterations to Strata Lot) and 7 (Approval Process for Alterations to Common Property and Limited Common Property); or
 - ii) any dish installation made subsequent to April 10, 2004.

New Dish Installations

- (b) Where an owner undertakes an alteration in respect of a new dish, the owner shall:
 - i) restrict the maximum size of the dish to a maximum diameter of 30 inches.
 - ii) mount the dish on the unit chimney chase (i.e. chimney enclosure) or, if this location is proven to result in poor reception due to surrounding trees, the roof gable as close to the peak and chimney chase as possible.
 - iii) ensure that all wire/cable for the dish itself or any attachment thereto, such as a thermostatic dish heater installed to limit snow accumulation on the dish, shall enter the attic directly from the chase and preferably follow an interior pathway to the living space of the unit. However, under these standards the owner may run the wire/cable to the eave, exit it to the exterior wall, and run it down the wall to a convenient point of entry into the living or crawl space. If this exterior path for the run is used, the wire/cable shall be attached securely and unobtrusively to the exterior wall with cable/wire staples and maintained in good condition.
 - iv) ensure that workmanship standards are equivalent to those expected from a tradesman fully qualified to carry out installations of this kind.

Dish Removal and Damages

- (c) An owner with a dish no longer in use must immediately remove it and any related wire/cable.
- (d) An owner whose dish has or installation thereof has caused damage to the common property shall solely at his own expense immediately restore the common property to qualified tradesman's standards.

8. Permit Entry to Strata Lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner shall provide the council with all necessary keys to provide access to building and shed, if any, on the strata lot.

- (4) Where a strata lot is equipped with a security system, the owner of such strata lot shall provide, and update as needed, a current access code to the strata council for the purposes of gaining access to the strata lot for safety and emergency reasons.

Division 2 Powers and Duties of Strata Corporation**9. Repair and Maintenance of Property by Strata Corporation**

(1) The strata corporation must repair and maintain all of the following:

- (a) the common assets of the strata corporation;
- (b) the common property that has not been designated as limited common property;
- (c) 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,
 - iv) doors, excluding any secondary screen doors, and skylights on the exterior of a building or that front on the common property.

Division 3 Council**10. Council Size**

- (1) The council must have at least 3 and not more than 7 members.

11. Council Eligibility

- (1) For the purposes of this bylaw, the term “spouse” shall include an individual who has lived and cohabited with the owner for a period of at least 6 months at the relevant time in a marriage-like relationship.
- (2) Subject to subsection (3), where title to a strata lot is in the name of an individual owner, the spouse of such owner shall be eligible to serve on the council.
- (3) An owner and a spouse are not entitled to serve on council at the same time.

12. Council Members' Terms

- (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.

13. Removing Council Member

- (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.

14. Replacing Council Member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, and the regulations and the bylaws respecting the calling and holding of meetings.

15. 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, 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.
- (5) At such time as a council president steps down, he or she shall be requested to serve as the past president and invited to serve on council in a non-voting, consultative capacity until replaced by a subsequent past president.

16. Privacy**Personal Information—Strata Council Responsibilities**

- (1) The strata council shall, by policy, appoint the chair and the secretary as privacy officers for the purposes of the *Protection of Personal Information Act*.
- (2) The strata council shall protect the confidentiality of all personal information it collects and will adhere to the policy guidelines contained in this section regarding privacy of personal information.
- (3) The strata council shall collect personal information for the purposes only of:
 - (a) identifying and communicating with owners, tenants, or occupants;
 - (b) processing payments;
 - (c) responding to emergencies;
 - (d) ensuring the orderly management of the strata corporation;
 - (e) complying with legal requirements.
- (4) Except where required by law, the strata council will not collect, use or disclose personal information without consent of the person.
- (5) Where the strata council must provide information, it will limit that information to that which is specifically required for a particular task.
- (6) When providing personal information, the strata council will edit out any information as required or authorized by law, including the personal information of other individuals and information that is subject to an investigation.

- (7) The strata council will ensure that personal information is kept accurate and up-to-date with the records as provided to it by the owners.

Personal Information—Owner Responsibilities

- (8) Owners are responsible for advising the strata council of changes to their personal information.
- (9) Any withdrawal by an owner of consent to the collecting, use or disclosure of personal information is subject to contractual and legal restrictions.
- (10) Individuals may request access to their personal information and the ways in which that information has been used and disclosed. Any such request:
- i) must include verification of the individual's identity (either by a signature if the request is made in writing, or by photo identification if the request is made in person); and
 - ii) may be subject to a fee (the amount of which will be determined by the strata council upon receipt of the request); and
 - iii) should be made by contacting the privacy officer(s) directly.

17. Calling Council Meetings

- (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.

18. 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 (1), the council must hold a meeting to hear the applicant within 2 months of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within 2 weeks of the hearing.

19. Quorum of Council

- (1) A quorum of the council is:
 - (a) one, 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;
 - (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.

20. Council Meetings

- (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 observer 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.

21. 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) 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.

22. Council to Inform Owners of Minutes

- (1) The council must inform owners of the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council member 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 whether a person has:
 - (a) has contravened a bylaw or rule;
 - (b) should be fined, and the amount of the fine; or
 - (c) should be denied access to a recreational facility.

24. Banking Arrangements

- (1) Except where a management agent has been appointed and authorized to make expenditures:
 - (a) all cheques drawn on any account of the strata corporation shall be signed by at least 2 members of the strata council; and
 - (b) all cheques and negotiable instruments for the credit of any such account may be endorsed by any one member of the strata council.

25. 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 (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

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

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

Division 4 Enforcement of Bylaws and Rules**27. Maximum Fine or Penalty**

The strata corporation may fine an owner or tenant a maximum of \$100.00 for each contravention of a bylaw or a rule.

28. Continuing Contravention

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

Division 5 Annual and Special General Meetings

29. Person to Chair Meeting

- (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.

30. 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 a resolution passed by a majority vote at the meeting.

31. Voting

- (1) Except where a unanimous resolution is required under the Act, an owner is not an eligible voter unless all monies owing and contributions payable in respect of his or her strata lot have been duly paid to and received by the strata corporation.
- (2) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (3) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (4) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (5) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (6) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president may break the tie by casting a second, deciding vote.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

32. Order of Business

- (1) 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

33. Voluntary Dispute Resolution

- (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 Shared Beach

34. Beach Access and Facilities

Beach Usage

The beach is private. Beach usage is restricted to the owners, tenants, occupants and visitors of Adventures West Village Lakeside (Phase I) and Riverside (Phase II), Alta Lake Resorts, and the 52 single family residences comprising Lower Whistler Cay Estates. It does not include, for example, Mountain Development Corporation or Whistler Cay Heights, nor any other member of the general public.

Over time, it has become necessary for the Lakeside (Phase I) Site manager to superintend beach usage including determining that beach users are so entitled and that they use the beach in accordance with regulations. If beach users are aware of the regulations in advance, they will be neither surprised nor offended if approached about their presence or usage. As such, owners are requested to be aware of the regulations and to bring them to the attention of their tenants, occupants and visitors.

Beach Regulations

- (1) At the beginning of each summer, the Lakeside (Phase 1) site manager will issue a beach pass (or alternative means of identification) to each owner. Beach users must bring the pass with them when using the beach and be prepared to furnish it upon request to the Lakeside (Phase 1) site manager in order to assist with the identification process.
- (2) Owners, tenants, or occupants must accompany their visitors at all times. Please do not invite visitors to use the beach in your absence.
- (3) Owners, tenants, occupants and visitors must:
 - (a) enter and exit the beach by the designated access pathway. (Please do not trespass across the private property surrounding the Lakeside (Phase I) buildings.)
 - (b) keep the beach tidy and properly dispose of all litter.
 - (c) ensure that small children are supervised at all times.
- (4) Owners, tenants, occupants and visitors must not:
 - (a) bring any animals (whether leashed, tethered or otherwise) to the beach.
 - (b) play *loud* music of any kind.
- (5) Owners are advised that:
 - (a) existing small boat and sailboard racks are the property of Lakeside, Riverside, and Alta Lake Resort owners and are for their use only, and
 - (b) all boats (including, but not limited to, kayaks, canoes, and inflatable boats) and sailboards must be stored on the racks when not in use.
- (6) Owners, tenant, occupants and visitors are advised that there is no lifeguard on duty and that swimmers do so at their own risk.