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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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PAGE 1 OF 34 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Benjamin Andrew van der Gracht 1BDFJF	Digitally signed by Benjamin Andrew van der Gracht 1BDFJF Date: 2018.08.01 11:28:35 -07'00'
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1. CONTACT: (Name, address, phone number)

Import Profile

PACIFIC QUORUM (OKANAGAN) PROPERTIES INC.

1979 BREDIN ROAD

Phone: 250.868.3383

Fax: 250.861.4586

KELOWNA

BC V1Y 8T2

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN EPS104

PID NMBR

Related Plan Number: EPS104

Use 30 Parcel Schedule

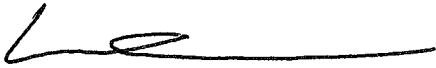
Use 3 Parcel Schedule

Strata Property Act
Form I
AMENDMENTS TO BYLAWS
(Section 128)

The Owners, Strata Plan **EPS 104** certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at a general meeting held on *June 29, 2018*.

RESOLUTION:

BE IT RESOLVED THAT by $\frac{3}{4}$ vote resolution of The Owners, Strata Plan EPS 104, that all previously registered bylaws be repealed and replaced with the following bylaws (Attached). For the sake of clarity, these bylaws completely replace all of Part 5 of the Condominium Act and the Schedule of Standard Bylaws as contemplated by section 120 of the Strata Property Act. Incorporating any bylaws approved at the 2018 AGM.



Signature of Council Member



Signature of Council Member

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**BYLAWS OF THE OWNERS
STRATA PLAN EPS 104**

DIVISION 1 — DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment Of Strata Fees

- 1.1 An owner must pay strata fees or special levies on or before the first day of the month to which the strata fees or special levy relate.
- 1.2 If an owner fails to pay strata fees or a special levy when due, the Strata Corporation may charge interest at the rate of 10% per annum compounded annually, or may assess a fine of up to \$200.00 for every 7 days strata fees remain unpaid. Such fines may be assessed separately for each month's overdue or unpaid strata fees and any overdue or unpaid special levies in accordance with the process set out in the Strata Property Act.
- 1.3 A penalty of \$25.00 will be levied for any cheque made payable to the strata corporation which is returned unpaid by the bank.
- 1.4 If an owner is delinquent in paying strata fees, his/her voting rights are automatically suspended, except in circumstances requiring a unanimous vote of owners.
- 1.5 Any payment received by the Strata Corporation from or on behalf of an owner shall be applied on account of the oldest unpaid charges, absent a specific prior or concurrent written indication of a different intention. That application of payments in the order they were accrued shall be made irrespective of the nature of the charge, the amount of the payment, or any implied or intended allocation.

2. Repair And Maintenance Of Property By Owner

- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.2 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.
- 2.3 An owner is responsible for any costs for repair and maintenance to any property to the extent that such repair and maintenance is on account of the owner's negligence or willful neglect or the negligence or willful neglect of an owner's guests, visitors or invitees.

3. Use Of Property

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:

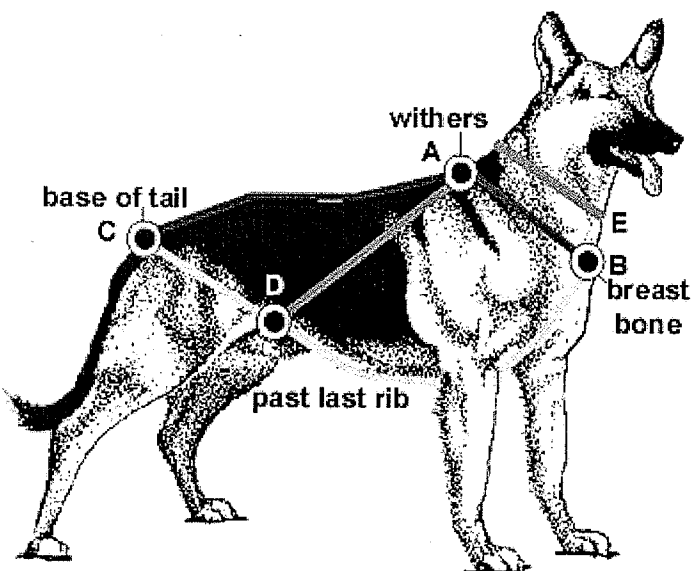
- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise in or about their strata lot or in the common areas between the hours of 11:00pm and 8:00am, which interferes with the use and enjoyment of any other owner, occupant or tenant,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal,
- (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,
- (f) uses or permits the primary use of the strata lot other than as a single family dwelling,
- (g) for secondary business purposes:
 - (i) which may be illegal or contrary to any federal, provincial or municipal laws, statutes, regulation or bylaws or is injurious to the reputation of the strata corporation or its owners (to be determined in the sole discretion of Strata Council), or
 - (ii) that may increase foot or vehicle traffic to the common property;

3.2 An owner, tenant, occupant or visitor must not:

- (a) 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.
- (b) post signage on any common property or within a strata lot where such signage is visible to other owners, tenants, occupants or visitors, except in the locations designated by the council from time to time.
- (c) do anything or permit anything to be done on his/her strata lot or on the limited common property or common property which will or would tend to increase the risk of fire or the rate of fire insurance premium or any other insurance premiums with respect thereto;
- (d) erect or fasten any fixture, appliance, television antenna or similar structure or appurtenances to the common property except with the prior written consent of the strata corporation;

- (e) store or keep any personal property on the common property except with the prior written consent of the strata corporation, including but not limited to bicycles;
- (f) store any combustible, inflammable or offensive goods, provisions or material on his/her strata lot, limited common property or common property;
- (g) use any type of barbecue or similar cooking devices on the strata lots, common property or limited common property, other than:
 - (i) propane or electric barbecue on balconies, terraces or patios;
 - (ii) Propane or electric fire tables or fire pits.
 - (iii) Appliances must be under direct observation at all times while lit, in operation, or hot
- (h) place and/or permit waterbeds in his/her strata lot;
- (i) leave or permit to be left any common property of any nature on any roadway, walkway, hallway and other common property excepting designated storage rooms;
- (j) have holiday lights on the exterior of his/her strata lot other than from December 1 to January 15 each year;
- (k) hang or permit to be hung laundry or washing, including beach towels on the glass railings
- (l) use window coverings other than white or cream in colour, or lined in these colours to portray a more uniform appearance from the exterior;
- (m) use or install in or about the strata lot any shades, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except with the prior written consent of the strata corporation;
- (n) deposit household refuse and garbage outside his/her strata lot other than in containers supplied by the strata corporation;
- (o) Allow for any watering of plants to impede on any neighboring balconies and/or decks. An Owner may have a reasonable amount of self-contained planters. All planters must have a "drip tray" to catch access water so that water does not impede on adjacent decks / patios. Plant growth is not permitted past the railing height.

- (p) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's play things, devices, toys or other objects on the lawns and/or grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
 - (q) give any keys, combinations, security cards or other means of access to the strata complex to any person other than a tenant or an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
 - (r) Grow marijuana in their strata lot or on common property, unless specific authorization has been granted by the Strata Corporation, which authorization may be conditionally granted or withheld at the sole unfettered discretion of the Strata Council.
- 3.3 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 a common asset.
- 3.4 No person may have any pet or other live animal within a strata lot, on common property, limited common property, or on land that is a common asset other than
- (a) one dog, measuring 19 inches tall or 24 pounds in weight. To accurately measure the dog, make sure the dog is standing up straight without leaning or shrinking to the ground. Make sure the animal is on an even, level surface with the head carried in a normal position. Starting at the top of the withers (shoulder), run the measuring tape parallel to the dog's front leg so that it falls perpendicular to the ground. Record the measurement.



(b) or one cat.

- 3.5 Within one week of bringing a pet into a strata lot on a permanent basis, owners, tenants and occupants must complete, sign and submit to the Strata Council or Strata Manager a "Pet Registration" form, providing the Strata Council with identifying information of the pet, including breed and physical description, sex, and name of the pet, and the strata lot number in which the pet resides. Owners, tenants, and occupants must provide the Strata Council with updated information as required to be able to accurately identify the pet and/or upon request by the Strata Council. For the purposes of this bylaw, "permanent basis" shall be interpreted to mean having the pet for a period of more than 30 days.
- 3.6 A pet which is otherwise permitted within the bounds of the strata plan is only allowed on common property, including limited common property, subject to the following conditions:
- 3.7 The pet is securely hand leashed or properly secured within an appropriate container;
- 3.8 The pet is under the control of a responsible owner, tenant, occupant or visitor at all times when on common property;
- 3.9 Pets must be confined to the walkway areas; pets are not permitted on any grass areas within the Strata Plan;
- 3.10 The responsible owner, tenant, occupant or visitor must ensure that the pet does not create a nuisance or disturbance; and
- 3.11 The responsible owner, tenant, occupant or visitor must ensure that the pet does not enter uninvited within a strata lot or the limited common property of another owner.
- 3.12 It is the responsibility of each strata lot owner to ensure that the pets belonging to or under the control of the owner or their co-occupants, tenants, agents, invitees, guests and/or visitors shall not cause a nuisance, damage to any strata lot, common property, or personal property, injury or death to any person, or any liability whatsoever for the Strata Corporation. The strata lot owner must fully indemnify the Strata Corporation for any liability incurred as a result of the pet's presence within the bounds of the strata plan, including the Strata Corporation's legal costs on a "solicitor and own client" basis.
- 3.13 If the Strata Council receives a complaint about an owner or pet breaching any of these pet bylaws, or a pet posing a risk to person or property, causing a nuisance, or unreasonably interfering with any person's right to use or enjoy portions of the strata plan, a bylaw enforcement hearing will be held in accordance with the provisions of

the Strata Property Act. At the end of the hearing, the Strata Council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, and/or if authorized by the bylaws in the manner set out below, order the removal of the pet from the strata lot in which case the owner, tenant or occupant must promptly and permanently remove the pet from the strata plan.

- 3.14 In order for the Strata Council to order the removal of a pet from the strata plan, the Strata Council must conclude that a bylaw contravention relating to the pet has occurred, less dramatic steps have no reasonable prospect under the circumstances of resolving the bylaw contraventions, and any one or more of the following circumstances apply:
 - 3.15 The Strata Council concludes that the bylaw contravention relating to the pet is serious, and poses a risk to person or property, and/or creates a real and significant risk of liability for the Strata Corporation;
 - 3.16 The Strata Council concludes that the pet owner has clearly displayed or expressed inability or unwillingness to prevent further breaches of the bylaws in relation to the pet; and/or
 - 3.17 The same or equivalent breaches of bylaws have occurred in relation to the same pet or a similar pet owned or controlled by the same person in at least two separate prior findings of bylaw contravention.
- 3.18 Before acting on any order to remove a pet, the Strata Council must make reasonable efforts to notify the strata lot owner and tenant (if any), as well as the owner of the pet (if a different person) about the outcome of the hearing in writing, and offer the recipients of notice an opportunity to request in writing a further hearing before the Strata Council, at which hearing the Strata Council may in appropriate circumstances decide to:
 - 3.19 Continue with reasonable efforts to enforce the order;
 - 3.20 Provide an extension of time to comply with the order; or
 - 3.21 Rescind or modify the order, either with or without conditions.
- 3.22 Notwithstanding the foregoing, it is not the purpose of this bylaw to encourage or compel any person to disrupt the natural movement or inhabitation of outdoor portions of the strata plan by wild animals, however no owner, tenant or occupant may feed birds or other wild animals from any part of the strata plan, or otherwise encourage or discourage their presence except as permitted by law and with the written permission of the Strata Council.

- 3.23 Pets brought or kept within the bounds of the strata plan must not be neglected or mistreated and must be kept in reasonably good health, including being provided timely vaccinations if and as recommended by a veterinarian or as required by law.
- 3.24 Nothing in this bylaw shall prevent an owner or resident from keeping a properly trained animal which is prescribed by a physician in writing to assist an owner or resident with a disability. Such an animal and its owner must comply with the provisions of the bylaws, except to the minimum extent that the animal and owner need to be exempted to enable the animal to assist the owner or resident as directed by the physician. This bylaw shall not apply to restrict the presence of a currently certified guide dog or service dog or to a retired guide dog or service dog where a person who is a member of the team is an Owner, tenant or occupant.
- 3.25 Smoking

4. Inform Strata Corporation

- 4.1 Within 2 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.
- 4.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- 4.3 Any consent, approval or permission given under these bylaws shall:
 - (a) Be given only by the strata council;
 - (b) Be in writing;
 - (c) Be revocable at any time.

5. Obtain Approval Before Altering A Strata Lot

- 5.1 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) installation of antennas, satellite dishes, and/or supplementary heating systems or air conditions devices;
 - (h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (i) any increase or decrease in the habitable area of a strata lot; and/or
 - (j) water or other utility or service shut-off or disruption impacting other strata lots.
- 5.2 Except for the replacement of wall to wall carpeting with wall to wall carpeting, the written approval of the strata council must be obtained prior to the installation of any other flooring material. Changes to flooring materials will be considered by the strata council on the basis of whether, in the reasonable opinion of the strata council, the flooring will minimize the transmission of noise to other strata lots in the building.
- 5.3 An application for an alteration shall be in writing to the Strata Corporation and shall enclose the following:
- (a) details of the proposed alteration, including the cost of the alteration;
 - (b) a plan showing the proposed location of construction of the alteration and nature of the change, including details of the proposed materials and dimensions;
 - (c) the name of the qualified/licensed contractor(s) who will perform the work;
 - (d) any other documents or information which council may reasonably require in order to assess the application for an alteration, including but not limited to sketch plans or engineering reports; and
 - (e) at the option of the strata council, a deposit by way of certified cheque made payable to the strata corporation in an amount equal to 10% of the estimated cost of completing the proposed alteration or such lesser sum as council may determine (the "Deposit").
- 5.4 Upon receipt of an application for an alteration, the strata council shall, within four (4) weeks from the date of receipt of the application or an amended application, either request further information, approve or reject the application.
- 5.5 The strata corporation must not unreasonably withhold its approval for an alteration to a strata lot.
- 5.6 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility and fully indemnify and save harmless the strata corporation for all costs, damages and/or liabilities relating to:

- (a) The maintenance, repair, replacement and ultimate removal of the alterations;
 - (b) Remedying the effects of weathering, staining, and discoloration on the alterations and/or environmental damage or contamination;
 - (c) Insuring the alterations;
 - (d) Remedying any adverse effects on adjacent strata lots, common property or adjacent land parcels; and
 - (e) Any liability arising from the installation, use, misuse, or any deficiency or neglect of the alteration, including but not limited to, the strata corporation's legal expenses on a "solicitor and own client" basis;
 - (f) any damage to persons, personal property, common property of a strata lot resulting from, or attributable to, the alteration; and
 - (g) informing a prospective purchaser of the strata lot regarding the alteration, and disclosing that the purchase must assume responsibility for sub-sections (a) through (f), at the time of purchase;
- 5.7 If required by the strata corporation, the agreement may be prepared by the strata corporation's solicitor at the expense of the owner. The agreement will be prepared in a form which can be registered in the Land Title Office at the option of the strata council. Whether registered or not, such agreements shall be binding upon subsequent purchasers and owners must notify subsequent purchasers of any such agreement with respect to their strata lot. The strata corporation must keep a copy of all such agreements indefinitely.
- 5.8 The strata council may opt to send a conditional letter of approval to the owner which sets out pre-conditions of approval which the strata council deems appropriate. Upon commencement of work, the owner is conclusively deemed to accept the conditions set out in the conditional letter of approval without reservation and must comply with those conditions.
- 5.9 Owners who obtain approval for a proposed alteration shall:
- (a) comply with all conditions of approval set out by strata council;
 - (b) perform the work or cause the work to be performed at the owner's sole cost;
 - (c) ensure that the work is performed in a good and workman-like fashion and in accordance with all applicable laws, statutes and bylaws including but not limited to the BC Building Code, as amended from time to time;

- (d) obtain and provide to strata council, copies of any required municipal permits prior to commencing the work, and obtaining any such required permits is a condition of the strata council's approval;
 - (e) employ qualified and licensed contractors;
 - (f) employ at the owner's sole cost, a qualified building envelope professional, if required in the sole discretion of council, to prepare specifications and provide inspection services for the work;
 - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of council, failing which, the strata corporation may perform the work and collect the costs of the same from the owner, including costs as between a solicitor and his own client;
 - (h) observe any repair and maintenance schedule or policy imposed by council from time to time; and
 - (i) provide the strata corporation with a written assurance upon completion of the alteration certifying compliance with the terms of this bylaw.
- 5.10 The common property may not be used to store construction materials or debris.
- 5.11 The reasonable noise and disruption associated with working on approved alterations shall not be a contravention of these bylaws, provided that reasonable precautions are taken to minimize the noise and disruption, and provided that work which is likely to cause a disturbance is only conducted between 8am and 6pm.
- 5.12 Electrical work involving the meter outlets or any common property electrical connections must be conducted only by qualified electricians.
- 5.13 Any plumbing connections to common property pipes must be conducted only by qualified plumbers.
- 5.14 If an owner engages contractors, employees or workers of any kind to conduct or assist with any alteration, the owner must take all steps to ensure that full WCB coverage is in place, and to avoid and/or immediately discharge any builder's lien which is placed on any other owner's title within the strata plan as a result of the work conducted with respect to the alteration.
- 5.15 The strata corporation reserves the right to require, at the sole cost of the owner, that a specified professional supervisor or inspector, or both, be retained with regards to the approved alterations.

- 5.16 Any alteration to a strata lot or to common property that has not received the required prior approval of the strata council must be removed at the owner's expense if the strata council orders that the alteration be removed.
- 5.17 All costs incurred in the maintenance, repair and/or removal of an alteration will be charged to the owner of the strata lot and are such owner's responsibility.
- 5.18 Council may, in its sole discretion, use the Deposit to cover any reasonable costs incurred by the strata corporation on account of the alteration, including reasonable legal costs, costs rectifying deficiencies, costs of removal, reasonable administrative charges and any other costs or charges.
- 5.19 Council shall return the Deposit or the balance of the Deposit to the owner within a reasonable time from the date of the receipt of the assurances required under paragraph 5.9(i) above.
- 5.20 Subject to section 71 of the Act, nothing in these bylaws shall prevent the strata corporation from retroactively approving alterations in their sole discretion after the alterations have been completed, subject to whatever conditions of approval are imposed by strata council. The strata council has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners.
- 5.21 On the sale of the strata lot, the vendor must advise the purchaser of all obligations and costs relating to the alterations. If the purchaser refuses to sign an Assumption of Liability Agreement with the strata corporation, the alteration may be removed by order of the strata council and the cost of the removal will be charged to the new owner.
- 5.22 Subject to the Strata Corporation's right of removal outlined in Bylaw 5.17, if an owner wishes to remove an alteration, the owner must negotiate the terms of removal with the strata council and the owner will bear all cost and expense related to such removal and remediation of the common property affected by removal of the alteration.

6. Obtain Approval Before Altering Common Property

- 6.1 An owner must make application to strata council for written approval before making an alteration to common property, including limited common property, or common assets.
- 6.2 Except as otherwise specifically stated in these Bylaws 5 and 6, an application to strata council for an alteration to common property will be subject to the same terms and process as outlined in Bylaw 5.

- 6.3 Approval of a request for alteration to common property, including limited common property or common assets, will be granted at the sole discretion of the strata corporation and may be subject to such conditions of approval as the Strata Corporation feels necessary and appropriate including, but not limited to, those potential conditions outlined in Bylaw 5.
- 6.4 In addition to the rights of maintenance and removal outlined in Bylaw 5, the strata corporation may maintain, repair or remove alterations to common property if in the opinion of the strata council:
 - (a) Removal is necessary for repairs or maintenance to common property;
 - (b) The alterations are not being maintained or repaired;
 - (c) The alterations are damaged;
 - (d) Deficiencies exist in the construction of the alteration;
 - (e) The alteration was not made in strict accordance with the authorization provided by the strata corporation;
 - (f) The alteration was not approved by the strata council in accordance with the bylaws;
 - (g) The alteration poses a risk to health or safety.

7. Permit Entry To Strata Lot

- 7.1 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.
- 7.2 The notice referred to in subsection 7.1 (b) must include the date and approximate time of entry, and the reason for entry.
- 7.3 An owner shall be responsible for any damages or additional costs incurred by the strata corporation as a result of the failure to allow an authorized person access a strata lot pursuant to these bylaws.

8. Rental Restrictions

9. Owner Insurance

- 9.1 Owners must carry sufficient insurance in respect of his/her strata lot to compensate the strata corporation in respect of any damage in respect of such strata lot that may result in claims against the strata corporation. Proof of such insurance must be up to date and filed with the strata corporation on request.
- 9.2 Owners must carry sufficient contents and third party liability insurance in respect of their strata lot. Proof of coverage must be filed with the strata corporation on request.
- 9.3 No owner may commence or proceed with an insurance claim that may affect, or result in a claim on the common insurance policy held by the strata corporation without first obtaining the written consent of the council. Any and all personal insurance claims must be reported to council even if the claim is not anticipated to affect the common insurance policy.
- 9.4 The strata corporation may sue, under Bylaw 35, an owner in order to recover the deductible portion of an insurance claim, when an owner is deemed responsible for the loss or damage that gave rise to the claim.

10. Parking

- 10.1 Owners, tenants, occupants, visitors and guests may only drive and park vehicles within the bounds of the Strata Plan in compliance with the provisions of the Bylaws.
- 10.2 No vehicle may enter, traverse or park upon any part of common property not paved or specifically designated for the purpose.
- 10.3 All vehicles within the bounds of the Strata Plan must be properly licensed and insured for travel on public roads, or if stored in a manner permitted by the bylaws, insured for storage with at least Two Million Dollars (\$2,000,000) of third party liability coverage. Proof of insurance must be provided on request of the Strata Council.
- 10.4 Driving within the bounds of the strata plan must not:
 - (a) Violate the laws of British Columbia with respect to public roads;
 - (b) Exceed ten (10) kilometres per hour;
 - (c) Impede the flow of traffic or access by emergency vehicles;

- (d) Obstruct walkways, common property or municipal roads, fire lanes, gates, or parking assigned to other strata lots, except as specifically permitted by the bylaws or authorized by the Strata Council in writing; and/or
 - (e) Cause a hazard to persons or property.
- 10.5 Recreational Vehicles and/or any travel trailers are not permitted to be parked overnight on the common property.
 - 10.6 Boat trailers or other trailers which are not travel trailers are permitted to park on the common property in a manner that is compliant with these Bylaws up to a period of 24 consecutive hours or longer with the consent of the Strata Council and/or the strata manager.
 - 10.7 The Strata Council may provide written permission for an oversized delivery vehicle, moving vehicle, service vehicle or recreational vehicle to temporarily stop on a common property lane for the purpose of loading, unloading or providing service to a strata lot or common property, provided that the vehicle does not obstruct access or traffic, and provided that the vehicle is attended by a driver at all times.
 - 10.8 For clarity and notwithstanding any bylaw provision to the contrary, emergency responders and their vehicles traversing on to the property as required to attend to an emergency are not required to comply with the bylaws.
 - 10.9 Owners are permitted to store boats, trailers, and other recreational items, excluding gas tanks ("Toys") in the Owner's assigned parking space in the P2 parking area. The maximum length of any item stored in an Owner's assigned parking space in the P2 parking area is 25 feet inclusive of any attachments, fixtures or accessories which extend the effective length of the storage item, including, but not limited to, trailers, swim decks, engine legs, and anchor booms. Parking of Seadoo's in P1 will be permitted ONLY in the months of September to May and must be removed from P1 during the months of June to August.
 - 10.10 Notwithstanding subsection (9), Owners who have been assigned 'back-to-back' parking stalls, including Owners who have, in advance, provided the Strata Corporation with a document expressing written permission of an Owner assigned an adjacent backing stall to use that stall; may use that extended parking space to store Toys in their available or assigned parking space in the P2 parking area up to a maximum length of 35 feet in total length, inclusive of any attachments, fixtures or accessories which extend the effective length of the storage item, including, but not limited to, trailers, swim decks, engine legs, and anchor booms. However, it shall remain the responsibility of the Owner to ensure that whatever is stored or parked therein can safely be maneuvered into and stored in the space available using

existing access and without causing obstruction, risk of injury or damage to property. Owners, residents, and/or tenants must park only within the parking stall(s) designated as limited common property for the benefit of their strata lot.

- 10.11 (Designated parking areas within common property, including limited common property, may only be used for the parking of passenger vehicles, except for any items specifically permitted in subsection (9) above, and may not be used for the storage of any other items. No mechanical repairs or servicing of motor vehicles may be performed within the bounds of the strata plan. Motor vehicles must be maintained in such a manner that they do not leak fluids. Any spill or leak must be cleaned up by the owner of the vehicle immediately. No cleaning of any items in the parkades where such cleaning causes water and/or soap to discharge into the parkade(s) is permitted.

- 10.12 "Visitor" shall be defined as follows:

- (a) Individuals who are occupying the Legacy guest suites; and/or
- (b) Individuals visiting with owners or renters for the sole purpose of short term visits: 'short term visits' is defined as seven (7) consecutive days or less.

- 10.13 Visitors' Vehicles:

- (a) Residents must not park in visitor parking spaces.
- (b) Visitor's vehicles which are not parked in an owner's assigned parking space, or another owner's assigned parking space, if previously agreed, must be parked in the designated visitor parking area, and otherwise must park outside the bounds of the strata plan.
- (c) Visitors staying the Legacy Guest Suites will be automatically provided with permission to park in visitor parking spaces for up to the duration of their rental of the Legacy Guest Suite and will be provided with a visitor parking permit by the caretaker. Only one visitor parking space shall be allocated to each Legacy Guest Suite.
- (d) Visitors not staying in the Legacy Guest suites are not permitted to park in visitor parking spaces for longer than forty-eight (48) consecutive hours unless the Visitor receives permission from the Strata Council, the strata manager and/or the caretaker and the Visitor registers with the caretaker. Registering with the caretaker includes providing the Visitor's name, vehicle make and model, license plate and unit number the Visitor is visiting with.

- 10.14 Non owner, resident or tenant contractors and maintenance personnel are permitted to occupy visitor parking spaces if the designated maintenance parking stalls are occupied or otherwise unavailable.
- 10.15 Vehicle operation and parking is at the sole risk of the vehicle owner, and the Strata Corporation makes no representation with respect to safety of the vehicle, passengers or contents. The Strata Corporation shall not be liable for any theft or other injury, loss or damage related to the operation or parking of a vehicle within the bounds of the strata plan.
- 10.16 Any Strata Council member may order that any vehicle parked within the bounds of the strata plan in apparent contravention of the Bylaws be towed at the vehicle owner's expense, if the immediate removal of the vehicle is required to restore access to public roads or lanes, any strata lot or any portion of the common property including other parking spaces or areas, or to ensure safety or prevent significant loss or damage. This Bylaw shall not restrict the Strata Corporation from towing a vehicle after any other finding of a bylaw contravention related to parking.

11. Guest Suite

- 11.1 The Strata Corporation will maintain ___ Guest Suites for the use and enjoyment of owners, occupants and their visitors.
- 11.2 Reservation and use of the Guest Suites will be governed by the Rules and Regulations of the strata corporation, as amended from time to time.

DIVISION 2 — POWERS AND DUTIES OF STRATA CORPORATION

12. Repair And Maintenance Of Property By Strata Corporation

- 12.1 The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;

- C. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. doors, windows and skylights on the exterior of a building or that front on the common property;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 — COUNCIL

13. Council Size

- 13.1 Council must have at least 3 and not more than 7 members.

14. Council Members' Terms

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 14.2 In the election of council members held at each annual general meeting after the second annual general meeting, the members elected to fill the vacant positions must be elected for a term of two years.
- 14.3 A person whose term as council member is ending is eligible for reelection.
- 14.4 Only resident owners are eligible to stand for election to the council.
- 14.5 An owner may not be elected to council, or continue to stand on council, if the strata corporation is entitled to register a lien against the owner's strata lot under Section 116(1) of the Act.

15. Removing A Council Member

- 15.1 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.
- 15.2 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.

16. Replacing A Council Member

- 16.1 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.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 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.
- 16.4 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, the regulations and the bylaws respecting the calling and holding of meetings.

17. Officers

- 17.1 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.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 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.
- 17.4 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.

18. Calling Council Meetings

- 18.1 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.
- 18.2 The notice does not have to be in writing.
- 18.3 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.
- 18.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

19. Quorum Of Council

- 19.1 A quorum of the council is:
 - (a) 2, if the council consists of 2, 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.
- 19.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

20. Council Meetings

- 20.1 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.
- 20.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 20.3 Owners may attend council meetings as observers.
- 20.4 Despite subsection 22.3, 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 privacy.

20.5 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

20.6 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

20.7 The results of all votes at a council meeting must be recorded in the council meeting minutes.

21. Council To Inform Owners Of Minutes

21.1 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.

22. Conduct of Meetings

22.1 Except as otherwise set forth in these bylaws, the Act or the Regulations, all meetings and other proceedings of the strata corporation shall be conducted in accordance with "Robert's Rules of Order" as amended from time to time.

23. Delegation Of Council's Powers And Duties

23.1 Subject to subsections 25.2 to 25.4, 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.

23.2 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 25.3.

23.3 A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

23.4 The council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

24. Spending Restrictions

- 24.1 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 or a provision of the Strata Property Act.
- 24.2 Pursuant to section 98(2)(a) of the Strata Property Act, the Strata Council may make an unbudgeted or unapproved expenditure from the operating fund without requiring approval of the owners if the expenditure, together with all other unapproved expenditures that were made under this subsection in the same fiscal year, total less than \$5,000.00. Any expenditure authorized by the Strata Council pursuant to this subsection of the bylaws must be approved by majority vote of the Strata Council at a duly convened council meeting, and authority to authorize or approve such expenditure may not be delegated.
- 24.3 Despite subsection (1), a Strata 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.

25. Duties and Liabilities of the Council

- 25.1 The council is responsible for the control, management and administration of the corporation and any assets of the corporation.
- 25.2 The council is responsible for the enforcement of any bylaws and rules.
- 25.3 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.
- 25.4 Subsection 27.3 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

- 25.5 Only council members are legally authorized to deal with strata corporation matters. Any action by non-council members will not be recognized or condoned and any costs or liability will be the sole responsibility such individual.

DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES

26. Maximum Fine

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

- (a) \$200 for each contravention of a bylaw;
- (b) \$50 for each contravention of a rule; and
- (c) \$500 for each contravention of a rental restriction bylaw.

27. Continuing Contravention

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

DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS

28. Person To Chair Meeting

- 28.1 Annual and special general meetings must be chaired by the president of the council.
- 28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 28.3 If neither the president nor the vice president of the council chairs the meeting, 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.

29. Participation By Other Than Eligible Voters

- 29.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 29.2 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.
- 29.3 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.

30. Voting

- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.2 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.
- 30.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 30.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 30.5 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.
- 30.6 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.
- 30.7 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

31. Order Of Business

- 31.1 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

32. Voluntary Dispute Resolution

- 32.1 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.
- 32.2 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.
- 32.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 - SMALL CLAIMS COURT PROCEEDINGS

33. Authorization to Proceed

The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover

money which the strata corporation is required to expend as a result of 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.

DIVISION 8 – MISCELLANEOUS BYLAWS

34. Surveillance

- 34.1 To ensure the safety and security of its owners, occupants and visitors, the strata corporation uses video surveillance and key fobs. All video footage and fob records will be used only for law enforcement and the enforcement of these Bylaws and strata Rules and Regulations, as amended from time to time.
- 34.2 Surveillance cameras may be installed in the following common areas of the building: entrances, lobbies, hallways, courtyard and parkades, and may record 24 hours a day.
- 34.3 Key fob devices are provided to owners and occupants so that they may access specific areas of the strata complex.
- 34.4 Data from the surveillance cameras and fob usage records are collected and stored on a secure recording device.
- 34.5 Data and records are kept for up to 30 days from the date recorded, which period may be extended if information is required for law or bylaw enforcement.
- 34.6 The personal information of owners, occupants and visitors contained in video footage or fob records will only be disclosed:
 - (a) To the strata council members and caretakers;
 - (b) To law enforcement;
 - (c) To owners, occupants or visitors involved or affected by an incident who make an access request to the strata council specifying dates and times.
- 34.7 The strata corporation makes no representations or guarantees that video surveillance or fob keys will be operational at all times and is therefore not liable or otherwise responsible for personal security or personal property in a monitored area in the event the video surveillance or fob system fails to operate.

35. Insurance and Indemnity

- 35.1 An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the original cause of any such loss or damage originated within the owner's strata lot or an occupant's vehicle, personal

property of the owner, or fixtures installed by the owner, to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.

- 35.2 An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the cause of any such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, employees, agents, visitors or invitees, and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.
- 35.3 If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the Strata Corporation; that owner is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save harmless the Strata Corporation for these amounts.
- 35.4 If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the Strata Corporation; that owner is strictly liable and shall fully indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation's responsibility to perform.
- 35.5 If an owner is deemed or determined to be responsible for any insurance deductible, any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage whatsoever pursuant to these bylaws, the owner must fully indemnify the Strata Corporation for all reasonable legal expenses incurred in relation to defending any related claim against the Strata Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a "solicitor and own client" basis, including legal fees, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.
- 35.6 Owners are responsible to ensure that their strata lot interior is maintained at a minimum temperature of 10 degrees Celsius, year round. Any water pipe leak, burst or any other loss or damage whatsoever which the Strata Council reasonably determines resulted from or is contributed to by an owner's failure to comply with this bylaw shall constitute loss or damage which is deemed to be the responsibility of

that owner pursuant to these bylaws, whether the loss or damage occurs within that owner's strata lot, within adjacent common property, or within an adjacent strata lot.

- 35.7 The Strata Corporation may at Strata Council's option arrange emergency damage mitigation and restoration where damage has been sustained within a strata lot. The costs of gaining access to the strata lot, doing work and preventing further damage may be paid as a common expense of the Strata Corporation until such a time as the Strata Council is able to determine whether the expense will be:
- 35.8 Covered by strata insurance;
- 35.9 Treated as a common expense of the Strata Corporation;
- 35.10 Charged back to the owner of the damaged strata lot; or
- 35.11 Charged back to the strata lot where the source of the damage originated.
- 35.12 The final determination with respect to the assignment of the expense shall be made by the Strata Council subject to the bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity.
- 35.13 Nothing in these bylaws shall be interpreted to prevent the Strata Corporation or any person from fully availing themselves of the proceeds of an insurance policy.
- 35.14 An owner in arrears of strata fees, and/or any special levies, including fines and interest on arrears must reimburse the Strata Corporation on demand and in full for the reasonably incurred expenses of collecting those arrears, including actual legal fees and expenses on a "solicitor and own client" basis, disbursements, taxes, filing and/or Court fees, all on a full indemnity basis.
- 35.15 Pursuant to section 133 of the Strata Property Act, all reasonable costs of remedying a bylaw contravention must be paid to the Strata Corporation by the owner of the strata lot associated with the bylaw contravention. Payment of such costs shall be on a full indemnity basis and must be paid within 30 days of notice from the Strata Council that there has been a finding that the bylaws have been contravened and specifying the costs incurred with respect to remedying the contravention. The costs of remedying a bylaw contravention shall be deemed to include any reasonable legal expenses incurred by the Strata Corporation in enforcing the bylaws, recoverable from the owner on a "solicitor and own client" basis by the Strata Corporation.
- 35.16 Pursuant to section 111 of the Strata Property Act, the Strata Council is hereby authorized to borrow funds for the purpose of paying the annual insurance premium over a period not to exceed 12 months, inclusive of full repayment of principal and interest.

- 35.17 No person may produce, store or use any item or substance within the bounds of the strata plan which increase insurance rates of the Strata Corporation, jeopardize insurance coverage of the Strata Corporation or increase the difficulty in finding an insurer willing to insure the strata plan, encourage break and entry, discourage emergency responders from attending the property in an emergency, are specifically prohibited by law, are specifically prohibited by the Strata Corporation's insurer, or which fall into the following categories of specifically prohibited items:
- 35.18 marijuana plants and/or marijuana products, excepting lawful storage or use of small quantities of marijuana products for approved medicinal use or other lawful use by a resident which complies with these bylaws;
- 35.19 other controlled substances, except for substances specifically prescribed to a resident by a physician;
- 35.20 fireworks, firearms and/or ammunition, excepting lawful and secure storage of firearms and/or ammunition;
- 35.21 fuels, combustibles, explosives, corrosives, poisons, noxious substances or other substances or items which are not typically found in a residential development or are likely to create an unreasonable hazard, insurance risk, risk of damage to property, risk of injury or death, nuisance, or which are present in unreasonable form or quantity for a residential development; and
- 35.22 Any substance or item which is unlawful, unlawfully obtained, unlawfully kept, unlawfully stored or unlawfully used.

36. Privacy Guidelines

- 36.1 The purpose of this bylaw is to enable the Strata Corporation to comply with its statutory obligations under the Personal Information Protection Act with respect to "personal information", defined under that legislation.
- 36.2 The Strata Corporation will collect, retain, use and/or disclose personal information as required or permitted by the Strata Property Act, the Personal Information Protection Act, any other legislative provision, or these bylaws, in order to fulfil its legal obligations in the best interests of all of the owners, including, but not limited to the following purposes:
 - (a) to identify and communicate with each strata lot owner and/or tenant;
 - (b) to process payments, and collect amounts owing to the Strata Corporation;
 - (c) to respond to emergencies;

- (d) to ensure the orderly management of the Strata Corporation;
 - (e) to comply with legal requirements and statutory duties; and
 - (f) to enforce the bylaws and rules of the Strata Corporation, and the provisions of the Strata Property Act which the Strata Corporation is obliged to enforce.
- 36.3 Optionally, the Strata Corporation may collect, retain, use and/or disclose other personal information from the owners with the explicit or implied consent of each owner, in which case the Strata Corporation must disclose the purpose of the collection, retention, use or disclosure, and must not use or disclose the personal information for any other purpose.
- 36.4 If an individual provides reasonable notice to the Strata Corporation that the individual withdraws consent to the collection, retention, use or disclosure of the individual's personal information, the Strata Corporation must inform the individual of the likely consequences to the individual, if any, of withdrawing consent, and must securely dispose of the personal information collected by consent, unless continued retention is authorized by law, or would breach an obligation of the Strata Corporation. Consent may only be withdrawn for information collected pursuant to paragraph (3).
- 36.5 The Strata Corporation must make every reasonable effort to ensure the accuracy and completeness of any personal information it collects that is likely to be used by the Strata Corporation to make a decision that directly affects the individual the information is about or to be disclosed to another party.
- 36.6 Within two weeks of receiving a written request, the Strata Corporation must provide an individual with an opportunity to review their personal information as retained by the Strata Corporation, except that documents and records which contain the personal information of multiple individuals must be redacted unless the consent of the other individuals was obtained for disclosure. A requirement to redact may increase the time required as long as is reasonably required. Copies of documents and records may be obtained by any owner or tenant pursuant to section 36 of the Strata Property Act.
- 36.7 Within 30 days of receiving a written direction from the individual to correct their personal information, the Strata Corporation must correct the information in accordance with the direction if that request is reasonable, and must provide the corrected information to any party to whom the information being corrected was disclosed, within one year prior to the date of the correction. Whether the Strata Corporation makes or declines to make a requested correction, the Strata

Corporation must keep a record of the request and whether or not the correction was made to the record in question.

- 36.8 The Strata Corporation must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification or disposal.
- 36.9 The Strata Corporation must securely dispose of the personal information collected within one year after the requirement or authorization for retention lapses, except that minutes and other official records of the Strata Corporation which are kept pursuant to section 35 of the Strata Property Act may be retained indefinitely.
- 36.10 Where the Strata Corporation retains another organization such as a strata management company, to do work for it that involves personal information, the Strata Corporation will ensure that there is an agreement in place that commits the organization providing services to adhere to the Strata Corporation's privacy policy.
- 36.11 Any concerns with respect to privacy issues may be directed to the Strata Council, and any individual not satisfied with the Strata Corporation's privacy policy, or the implementation thereof may contact the Office of the Information and Privacy Commissioner for British Columbia.

37. Severability and Interpretation

- 37.1 Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- 37.2 For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.
- 37.3 Any terms used in these bylaws shall be interpreted:
- 37.4 first by reference to any applicable definitions and/or provisions contained in the Strata Property Act and Regulations to the Strata Property Act as amended or replaced from time to time;
- 37.5 then by reference to other applicable legislation including but not limited to the Personal Information Protection Act, BC Human Rights Code, and the Interpretation Act;
- 37.6 then by reference to any definitions stated or implied in these bylaws; and

- 37.7 finally by plain language interpretation.
- 37.8 The terms "resident" or "residents" refer to those individuals residing in the strata lot, whether as owners, tenants or other occupants.
- 37.9 For the purposes of all bylaws, reference to "common property" shall include but shall not be limited to "limited common property", unless a contrary intention is specified.
- 37.10 Notwithstanding any bylaw or rule of the Strata Corporation to the contrary, pursuant to section 121 of the Strata Property Act, the Strata Council may provide such exemptions to any bylaw or rule of the Strata Corporation to the minimum extent necessary to accommodate a physical or mental disability as defined in the BC Human Rights Code, subject to the following restrictions:
- 37.11 The exemption requires an application of an owner, tenant or occupant (the "Applicant") in which the Applicant provides satisfactory proof of a physical or mental disability as defined under the BC Human Rights Code, including proof in the form of a letter or prescription from a physician qualified to practice medicine in the Province of British Columbia, indicating that a particular bylaw or rule of the Strata Corporation is inconsistent with the treatment, management or otherwise provides particulars of how the bylaw or rule is problematic for the Applicant as a result of their mental or physical disability.
- 37.12 The exemption pursuant to section 121 of the Strata Property Act, may be on such conditions as the Strata Council feels is appropriate to accommodate the physical or mental disability while respecting to the extent possible, the language and intent of the bylaws and rules, including restricting the time for which the exemption exists to the period during which the mental or physical disability persists, requiring that the exemption specifically end upon the Applicant vacating the strata lot, requiring that the Applicant participate in reasonable accommodation by taking such steps at their own expense as may be necessary to mitigate the effect of the bylaw or rule exemption on other owners, tenants and occupants, or such other conditions as are agreed upon between the Applicant and the Strata Council, or are reasonably imposed by the Strata Council.
- 37.13 If in the opinion of the Strata Council an application under this bylaw should not be granted because granting the application would be unreasonable under all of the circumstances; or if the Strata Council is of the view that alternatives are reasonably available which would not require an exemption from a bylaw or rule; or if the Strata Council is of the view that the exemption, if granted, would contravene some legal duty or obligation or would otherwise be unlawful; then the Strata Council must decline to grant an exemption under this bylaw.

- 37.14 Upon request, the Applicant must provide further or additional documentation requested by the Strata Council including, but not limited to, reasonable medical records or a letter from a physician which confirms the existence of the physical or mental disability claimed.
- 37.15 The Application and such information and/or documentation which is provided to the Strata Council pursuant to this bylaw must be kept confidential by the Strata Council, except as between the Strata Council, strata management agent, the Strata Corporation's lawyer, or as required to defend the decision of the Strata Council in court, arbitration or other dispute resolution process.
- 37.16 If the Strata Council declines an application for whatever reason, the Applicant may re-apply with additional documentation and/or expanded submissions.
- 37.17 In the course of any application or re-application, the Applicant may request a hearing before the Strata Council pursuant to section 34.1 of the Strata Property Act.
- 37.18 No application under this bylaw may be made to exempt an owner, tenant or occupant from any obligation to pay their share of common expenses, to pay any amounts required under the bylaws or the Strata Property Act, or to comply with their obligations to avoid disturbing or interfere with the property rights of other owners, tenants or occupants. Further, no such application for an exemption will be granted if granting the exemption would be significantly unfair to any other owner or owners, or would breach any obligation of the Strata Corporation, or any owner under the Strata Property Act.
- 37.19 Should any portion of these bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purposes of interpretation and enforcement of bylaws, each provision or sub-paragraph hereof shall be deemed a separate provision or subparagraph and severable and the balance of provisions and subparagraphs contained herein shall remain in full force and effect.