

SCHEDULE OF BYLAWS
The Owners, Strata Plan NES 170

Be it resolved by $\frac{3}{4}$ vote resolution of The Owners, Strata Plan NES 170 that all previously registered bylaws and rules be repealed, and replaced with the following bylaws. The following bylaws replace Part 5 of the Condominium Act and the Schedule of Standard Bylaws from the Strata Property Act:

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

Payment of strata fees

1

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Cash payments are not accepted and receipts are not provided.
- (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 every 7 days strata fees remain unpaid, and such a fine may be assessed separately for each month's unpaid strata fees and unpaid special levies.
- (3) If any payment made to the Strata Corporation by cheque or pre-authorized direct funds transfer is returned by an owner's bank due to insufficient funds, that owner may be fined up to \$200.00 for failing to honour a payment.
- (4) When strata fees are changed at the Annual General Meeting, the change applies retroactively to those months of the fiscal year which have already passed or commenced between the end of the previous fiscal year, and the convening of the Annual General Meeting. For the purpose of determining whether or not an owner is in arrears of strata fee payments, any portion of the presently payable strata fees which represent an increase shall be due and payable upon approval of the budget, but not be considered overdue until the first day of the calendar month which follows the distribution of the minutes of the Annual General Meeting.

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 and the provisions of the Strata Property Act as amended from time to time.
- (2) An owner who has the use of limited common property must repair and maintain that limited common property, including horizontal and vertical surfaces

contained therein, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

(3) An owner shall promptly carry out all work that is ordered by a competent or public local authority in respect of his or her strata lot and shall be responsible for all costs associated therewith.

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 or disturbance,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is injurious to the reputation of the Strata Corporation,
- (e) is contrary to any registered charge, provincial, federal or municipal enactment or regulation, or
- (f) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property or common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure pursuant to section 149 of the Strata Property Act.

(3) Quiet Hours are from 10:00 pm until 8:00 am each day. Any noise which is audible from within another strata lot is deemed to be unreasonable if it occurs during Quiet Hours. Without restricting the application of any other portion of this bylaw, any noise caused by sound/music system, television, speaker, computing device or other electronic device, appliance, machinery or musical instrument is deemed to be unreasonable if it is audible from outside the strata lot from which the noise originates. Without further restricting the application of any portion of this bylaw, operation of loud machinery is prohibited between the hours of 8:00pm and 8:00am.

(4) Owners are responsible to ensure that their tenants, co-occupants, agents, employees, guests, visitors, pets and invitees comply with all applicable bylaws and rules.

(5) All residents should be alert to the security of the premises and immediately report criminal activity to police. Security concerns may be reported to the Strata Council in a manner that respects the privacy of other occupants.

- (6) An owner, tenant, occupant or visitor must not drop, throw, hang or suspend anything from windows, doors, decks, railings or any portion of common property, including limited common property, subject to subsection (8) herein.
- (7) Anything affixed to the exterior of a building, or to common property or limited common property constitutes an alteration, subject to bylaw 5 and/or 6 and 6.1.
- (8) Signs, notices, flags, advertising and similar items may not be placed or displayed from within a strata lot or the common property, including limited common property without the prior written approval of the Strata Council, except that the following signs are permitted without such approval:
- (a) Election signs displayed from within a strata lot,
 - (b) Standard "For Sale" and/or "Open House" signs related to an offering of a strata lot within the Strata Plan for sale, only if displayed in a designated area, or within the strata lot. The Strata Council may designate one or more areas for the display of such signs on common property from time to time by passing a rule.
 - (c) Signs posted at the direction or with approval of the Strata Council.
- (9) Nothing may be used, stored or placed in a strata lot or on common property, including limited common property in such a manner that it creates a fire hazard or interferes with coverage by any insurance policy held by the Strata Corporation.
- (10) Nothing may be left or stored within common property which has not been designated as limited common property except at the direction of, or with the prior written permission of the Strata Council.
- (11) Except by direction of the Strata Council, no person may unreasonably obstruct any common property portion of the strata plan intended for passage of people or vehicles, except for limited common property designated for their exclusive use.
- (12) An Owner may not allow waste, refuse or debris to accumulate within their strata lot, nor shall any person deposit waste, refuse or debris on common property, including limited common property. No storage of garbage is permitted outside a Strata Lot or on any common property, other than garbage placed in specified containers in specified locations for garbage pickup on a garbage collection day. Sanitary disposal of household garbage and other refuse is the responsibility of each strata lot owner, tenant or occupant. Household garbage must be bagged and securely tied and placed only in designated receptacles. Any other type of refuse must be removed from the property by the owner for proper disposal. Articles strictly prohibited from being placed in garbage and recycling receptacles include, but are not limited to, furniture, mattresses, electrical equipment and appliances, motor oils, paints and other liquids containing chemicals, and anything prohibited by municipal collection services. Residents are to ensure that garbage and recycling lids are closed at all times when not in use.

- (13) A strata lot and any common property to which an owner has exclusive use shall be maintained in a clean and sanitary condition and may not be used to hoard an excessive amount of personal possessions which would create a fire hazard, create conditions which may encourage infestation of pests, cause damage to the common property, cause injury to an individual, or prevent normal residential occupancy of a strata lot. Upon receiving a complaint of hoarding, the Strata Council may request to inspect a strata lot. If denied access to the strata lot, or if inspection leaves the Strata Council with concerns, the Strata Council may involve the Fire Department, health unit or other authorities to advise of any serious concerns with respect to the strata lot in question.
- (14) Each owner is responsible to ensure that their strata lot is at all times outfitted with a properly functioning smoke detector with an audible alarm. Owners must test smoke detectors annually and must replace them after 10 years of service. The Strata Corporation may conduct periodic testing of smoke detectors. Owners who do not provide access to their strata lot when the annual inspection and testing is scheduled may be required to reimburse the Strata Corporation for any re-inspection costs.
- (15) Each strata lot must be equipped with a properly charged and effective fire extinguisher in the vicinity of the kitchen at all times.
- (16) Each strata lot is to be used only as a residence for a number of people which complies with all legal requirements, and which is safe, sanitary and does not cause a disturbance pursuant to these bylaws.
- (17) No commercial, professional or business activities are permitted within a residential strata lot or on common property, except for the production of art, crafts, or professional activity which is not apparent from outside of the strata lot, and does not significantly increase vehicle or pedestrian traffic within the development. Nothing in this bylaw shall be construed to prevent the authorized rental of a strata lot, cleaning or other services provided to a strata lot owner or to the Strata Corporation, or activities which are normally incidental to typical residential use.
- (18) No laundry, clothes or linens shall be hung to air or dry out of doors, and no clothes line or similar structure shall be erected or used within common property, including limited common property, or within a strata lot in a manner visible from outside of the strata lot.
- (19) Smoking is not permitted anywhere within enclosed or partially enclosed portions of common property, within common property buildings, or within 3 meters of common property windows, doors or air intakes, or within vehicles which are a common asset. Owners and tenants must not permit smoke of any kind to emanate from their strata lots.

(20) Subject to approval granted pursuant to bylaw 6(3), owners, tenants, and occupants must keep exterior portions of any strata lot or of common property including limited common property which they use or of which they have exclusive use clean and tidy and must not display, affix or erect fixtures, poles, racks, storage sheds or similar structures permanently or temporarily within balconies, patios or decks, whether they are part of the strata lot, or common property, limited common property, or land that is a common asset, except as specifically permitted by these bylaws, and with the required approval. Despite the foregoing, the placing of the following items on the limited common property balconies, patios and decks shall be permitted without any requirement for specific permission or approval subject to the general requirement that these items be kept clean, in good order and in good repair:

- (a) Reasonable, unaffixed, freestanding, self-contained planter boxes or similar plant containers, which must not be allowed to leak or overflow, but not including hanging containers, baskets or plants,
- (b) Reasonable unaffixed purpose designed patio furniture and accessories,
- (c) One safely secured, but unaffixed shade umbrella, and
- (d) Barbeques, which must be properly stored, used and maintained in compliance with manufacturer's directions.

(21) An owner, tenant, occupant or visitor must not obstruct in any way walkways, entrances, pathways, or roadways, or use them for any purpose other than passage, ingress or egress.

(22) Each owner, tenant and occupant must ensure that drapes or blinds visible from the outside of the building are of good taste and quality, and are manufactured for that purpose. Reflective silver and gold metallic films, aluminum foil, flags, sheets, cardboard, paper or makeshift window covering materials are not to be applied or affixed to windows, or used as window shades.

(23) Each strata lot shall be provided exclusive use of yard space on an automatically renewing one year term pursuant to section 76 of the Strata Property Act, on the following terms:

- (a) The precise yard area provided shall be represented by the area traditionally associated with each strata lot and enclosed by existing fencing, with any disagreement about the area to be determined by the Strata Council in their sole discretion.
- (b) The Strata Corporation may access yards without notice as required to repair and maintain common property, or fulfil the duties and powers of the Strata Corporation.
- (c) Owners must comply with bylaws relating to alterations and must not make any significant changes in the use or appearance of the yard areas without compliance with section 71 of the Strata Property Act.

- (d) The Strata Corporation may revoke any exclusive use on reasonable notice following a decision made by majority vote at an Annual or Special General Meeting.

Pets

3.1

- (1) 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 no more than two cats, which must be licensed in accordance with any applicable municipal or regional district requirements as amended from time to time.
- (2) 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:
- (a) The pet is securely leashed or properly secured within an appropriate container.
 - (b) The pet is under the control of a responsible owner, tenant, occupant or visitor at all times when on common property.
 - (c) The responsible owners, tenant, occupant or visitor must immediately clean up after the pet.
 - (d) The responsible owner, tenant, occupant or visitor must ensure that the pet does not create a disturbance; and
 - (e) 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) It is the responsibility of each strata lot owner to ensure that the pets belonging to the owner or their co-occupants, tenants, agents, invitees, guests and/or visitors shall not cause a nuisance to any resident, damage to any strata lot, common property, or personal property, or injury or death. 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, regardless of whether or not the owner had knowledge, notice or forewarning of the likelihood of any such action or incident.
- (4) If the Strata Council receives a complaint about a pet, 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, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (5) 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.

(6) 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.

(7) Nothing in this bylaw shall prevent an owner or resident from keeping a properly trained animal which is prescribed by a physician and approved by the Strata Council 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.

Parking

3.2

(1) Owners, tenants, occupants and visitors may only drive and park vehicles within the bounds of the Strata Plan in compliance with the provisions of this bylaw.

(2) All vehicles within the bounds of the Strata Plan must be in sound operating condition, properly licensed and insured for travel on public roads, or if stored, insured for storage with at least 2 million dollars of third party liability coverage. Proof of insurance must be provided on request of the Strata Council.

(3) The Strata Council shall assign one parking space to each strata lot from the available parking spaces on a one year term which renews for further one year terms automatically. Other available parking spaces may be designated by the Strata Council as visitor parking, or rented to owners as extra parking spaces on a renewable one year term.

(4) No vehicle may enter, traverse or park upon any part of common property not specifically designated for the purpose.

(5) Notwithstanding any other provision of this bylaw, driving and/or parking within the bounds of the strata plan must not:

- (a) Violate the laws of British Columbia with respect to public roads.
- (b) Exceed 10 kilometres per hour.
- (c) Impede the flow of traffic.
- (d) Obstruct walkways, common property or municipal roads, fire lanes, garages, garbage bins, or parking assigned to other strata lots.
- (e) Cause a hazard to persons or property.

- (6) Designated parking areas within common property may only be used for the parking of passenger vehicles, 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. Exterior washing of vehicles is prohibited anywhere within the strata plan.
- (7) Notwithstanding the above, utility trailers and/or commercial vehicles may be parked in designated parking areas with the prior written permission of the Strata Council.
- (8) Visitors' Vehicles
- (a) Visitor's vehicles which are not parked in an owner's assigned parking space, must be parked in a designated visitor parking area (if any), and otherwise must park outside the bounds of the strata plan.
 - (b) It is the responsibility of owners, tenants and occupants to ensure that their visitors' vehicles parked in any visitor parking area overnight display a clearly visible indication of the unit number being visited.
 - (c) Visitor parking is restricted to 24 consecutive hours within any one week period for any given vehicle and guest. A reasonable extension may be provided by written permission of Strata Council upon prior written request with at least one week notice.
 - (d) Residents must not park in visitor parking spaces.
- (9) 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) Any Strata Council member may order that any vehicle parked in contravention of any of the foregoing parking bylaws be towed at the vehicle owner's expense and risk, if the immediate removal of the vehicle is required to restore access to common property, another parking stall, or to ensure safety or prevent significant loss or damage.

Rental Restriction

3.3

- (1) The rental of strata lots within the strata plan is not restricted by bylaw.
- (2) A landlord or owner renting a strata lot within the development must comply with sections 146(1) and 146(2) of the *Strata Property Act* as amended from time to time.

Age Restriction**3.4**

- (1) The age of occupants is not restricted.

Inform Strata Corporation**4**

- (1) Within 2 weeks of becoming an owner or tenant, that person must inform the Strata Corporation in writing of their name, strata lot number, telephone number and mailing address outside the strata plan, if any. In the case of a person becoming an owner as defined under the Strata Property Act, the person must include a copy of a land title office search and such other documents which confirm that the person is an owner as defined in section 1 of the Strata Property Act.
- (2) An owner must advise the Strata Corporation in writing of any legal change to their name, changes to previously provided contact information, and any change to the current emergency contact information provided pursuant to bylaw 7(3) within 2 weeks of any such changes.

Obtain approval before altering a strata lot**5**

- (1) An owner must obtain the written approval of the Strata Council 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) installation of antennas, satellite dishes, and/or supplementary heating systems or air conditioning devices;
 - (g) common property located within the boundaries of a strata lot;
 - (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Strata Property Act.
- (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, they will minimize the transmission of noise to other strata lots in the building.

Obtain approval before altering common property

6

- (1) An owner must obtain the written approval of the Strata Council before making an alteration to common property, including limited common property, or common assets.
- (2) Any alteration to common property which constitutes a significant change to the use or appearance of common property will also require the approval of the owners by $\frac{3}{4}$ vote resolution pursuant to section 71 of the Strata Property Act.
- (3) No heater, air conditioner, ventilator, appliance, light fixture, shade, awning, canopy, screen, sunscreen, window or balcony guard, antennae or personal satellite dish, trampoline, greenhouse, hot tub, shed, locker, or enclosure, shall be hung, attached or placed on the common property, or hung, attached or affixed on or within limited common property without the prior written permission of the Strata Council.
- (4) No trees, hedges, shrubs or other plants may be planted on common property, including limited common property except with prior written permission of the Strata Council. Plantings which interfere with lawn maintenance, snow clearing, traffic flow or the general aesthetics of the Strata Plan will not be permitted.
- (5) No-one may damage, destroy, remove or otherwise interfere with the growth or maintenance of trees, shrubs, lawns or other plants situated on common property, including limited common property, except with the properly delegated authority of the Strata Council, or with the prior written consent of the Strata Council.

Approval of Alterations

6.1

- (1) Any alteration to a strata lot or to common property that has not received the required prior written approval of the Strata Council must be removed at the owner's expense if the Strata Council orders that the alteration be removed.
- (2) An owner seeking approval of any alteration to a strata lot pursuant to bylaw 5 or to common property pursuant to bylaw 6 must provide the Strata Council with comprehensive details of the proposed alteration. The owner must provide additional documentation requested by the Strata Council including sketch plans, an engineering report, or such other documentation as may be reasonably required.
- (3) The Strata Council must not unreasonably withhold its approval of alterations to any strata lot which do not include any alterations to common property pursuant to bylaw 5(1).
- (4) The owner will be responsible to obtain any required municipal permits prior to commencing the work, and obtaining any such required permits is a condition of the

Strata Council's approval. Copies of such permits must be provided to the Strata Council within seven days of the permits being granted.

(5) The owner must ensure that work done complies with the current provisions of the BC Building Code, municipal bylaws and other applicable regulations, as amended from time to time.

(6) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, must – as a condition of approval – ensure the alterations are in accordance with the design or plans approved, ensure that the standard or workmanship and materials used are of a professional quality, and agree to be responsible 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 rain and weathering, staining, and discoloration on the alterations,
- (c) insuring the alterations - proof of insurance of the alteration must be provided on request of the Strata Council,
- (d) remedying any adverse effects on adjacent strata lots, common property or adjacent land parcels,
- (e) Any liability arising from the installation, use, misuse, or any deficiency or neglect of the alteration, including the Strata Corporation's legal expenses on a "solicitor and own client" basis.

(7) Owners who seek to undertake alterations in accordance with these bylaws may be required by the Strata Council to sign an agreement setting out additional conditions of approval, and requiring the applicant to assume all responsibility for the full costs related to the alterations, including but not limited to resulting costs related to maintenance, repair, replacement, ultimate removal, insurance, damage and/or liability. If required by the Strata Council, 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 if Strata Council specifies that requirement. 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.

(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.

(9) The Strata Council may maintain, repair, or remove alterations to common property if in the opinion of the Strata Council:

- (a) removal is necessary for necessary repairs or maintenance to common property,
 - (b) the alterations are not 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 Council, or
 - (f) the alteration was not approved by the Strata Council in accordance with the bylaws.
- (10) 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 his or her responsibility.
- (11) On the sale of a strata lot, the vendor must advise the purchaser of all obligations and costs relating to 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.
- (12) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the Strata Council.
- (13) The Strata Council retains the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The Strata Council may include specified supervision or inspection as a requirement of approval.
- (14) The common property may not be used to store construction materials or debris.
- (15) The reasonable noise and disruption associated with working on approved alterations, shall not be determined to 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 8:00am and 8:00 pm.
- (16) Electrical work involving the meter outlets or any common property electrical connections, must be conducted only by qualified electricians.
- (17) Any plumbing connections to common property pipes must be conducted only by qualified plumbers.
- (18) 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 liability and 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.

(19) Subject to section 71 of the Strata Property 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 the 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.

6.2

(1) Before applying to amend the strata plan to divide a strata lot into 2 or more strata lots, consolidate 2 or more strata lots or add part of a strata lot to another strata lot pursuant to section 260 of the Strata Property Act, an owner must first notify the Strata Corporation in writing and provide the Strata Corporation with a copy of the application to the Registrar of Land Titles along with the following (as applicable):

- (a) The subdivision, reference or explanatory plan, whichever the Registrar of Land Titles requires, that shows the amendment;
- (b) If a strata lot is being divided, a certificate signed by an approving officer indicating that the proposed amendment complies with any applicable municipal or regional district bylaws, Nisga'a Government laws or treaty first nations laws;
- (c) If the amendment changes the unit entitlement of any strata lot, a new proposed Schedule of Unit Entitlement that meets the requirements of section 264 of the Strata Property Act, together with evidence of the approval of the Superintendent of Real Estate;
- (d) If the amendment changes the voting rights of any strata lot, a new proposed Schedule of Voting Rights that meets the requirements of section 264 of the Strata Property Act, together with evidence of the approval of the Superintendent of Real Estate;
- (e) Evidence that holders of registered charges against the strata lots have dealt, to the satisfaction of the Registrar of Land Titles, with the issue of priority of their interests as they will apply to the consolidated strata lot.

(2) An owner modifying, consolidating, or dividing one or more strata lots is responsible to fulfill all legal requirements for doing so.

Permit entry to strata lot

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(1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot and/or limited common property;

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage,
- (b) at a reasonable time, on 48 hours' written notice stating the time and date of entry, 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 Strata Property Act, and

- (c) at a reasonable time, on 7 days written notice stating the time and date of entry to investigate a complaint of a serious and on-going bylaw infraction or to remedy a serious and on-going bylaw contravention.
- (2) The notice referred to in subsection (1) (b) or (c) must include the date and approximate time of entry, and the reason for entry.
 - (3) Owners are responsible to ensure that access can be obtained to their strata lot in an emergency, by providing the Strata Corporation with reliable and current contact information of a person who can arrange prompt access to the strata lot.
 - (4) In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted and to which access cannot otherwise be gained, in order to prevent significant damage or ensure safety, access may be gained by a person authorized by any Strata Council member, without notice. Access pursuant to this section may be facilitated by locksmith or by forcing a lock depending upon the urgency of the circumstances. It shall be the responsibility of the Strata Corporation to re-secure the strata lot and pay for any necessary repairs resulting from the forced entry, except that the owner shall be responsible for those costs if the owner has failed to provide the necessary current means for prompt emergency access pursuant to bylaw 7(3) above.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

8

- (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, not including routine cleaning of the interior of such fixtures; and

- (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) common property located within a strata lot,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, not including routine cleaning of the interior of such fixtures; and
 - (v) chimneys, exterior stairs, balconies and patios, as well as fences, railings and similar structures that enclose patios, balconies and yards, and other things attached to the exterior of a building (if any such items exist as part of a strata lot), not including routine cleaning of horizontal and vertical surfaces on the inside boundary of the limited common property. This provision shall not apply to unapproved alterations, or alterations made by an owner which are the subject of an alterations agreement, in which case the alterations agreement shall govern responsibilities for repair and maintenance.

(2) Bylaw 8(1) shall not be interpreted to prevent the Strata Corporation from claiming or seeking any form of indemnification, damages, set-off or any other form of reimbursement, for the cost of repairing or maintaining any item for which an owner or any other party may be held responsible at law.

Division 3 – Strata Council

Strata Council size and membership

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- (1) The Strata Council must have at least 3 and not more than 7 members.
- (2) A spouse of an owner of a strata lot may be elected to Strata Council with the written consent of all of the owners of that strata lot. For the purposes of this section “spouse of an owner” includes an individual who has lived and cohabited with an owner, for a period of at least 2 years at the relevant time, in a marriage or marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (3) An owner or spouse of an owner will not be entitled to be elected to Strata Council or continue to stand on Strata Council if the Strata Corporation is entitled to register a lien against the owner’s strata lot under section 116 of the Strata Property Act.
- (4) Where a strata lot has multiple owners and/or spouses of owners who are eligible to serve on Strata Council, only one person per strata lot is permitted to be on Strata Council at any given time. If the multiple owners of the strata lot cannot agree

who will stand to serve on Strata Council, only the owner of that strata lot with the highest number of votes received may serve on Strata Council for that term, if elected.

Strata Council members' terms

10

- (1) The term of office of a Strata Council member ends at the end of the annual general meeting at which the new Strata Council is elected.
- (2) A person whose term as Strata Council member is ending is eligible for reelection.

Removing Strata Council member

11

- (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members.
- (2) After removing a Strata Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.
- (3) A Strata Council member who becomes ineligible to serve or remain on Strata Council for any reason shall be deemed to resign upon becoming ineligible to serve or remain on Strata Council.

Replacing Strata Council member

12

- (1) If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term. Such an appointment is determined by majority vote, regardless of the number of remaining Strata Council members.
- (2) Before replacing a Strata Council member for being unable to act for a period of 2 or more months, the remaining members of the Strata Council must provide that Strata Council member with 14 days written notice of their intention to do so.
- (3) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- (4) The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.
- (5) If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata

Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Strata Property Act, the Regulations and the bylaws respecting the calling and holding of meetings.

Officers

13

- (1) At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata 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 Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Strata Council meetings

14

- (1) Any Strata Council member may call a Strata Council meeting by giving the other Strata 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 Strata Council meeting may be held on less than one week's notice if
 - (a) all Strata Council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all Strata 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 Strata Council must inform owners about a Strata Council meeting as soon as feasible after the meeting has been called.

Requisition of Strata Council hearing

15

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Strata Council meeting.

- (2) If a hearing is requested under subsection (1), the Strata Council must hold a meeting to hear the applicant within four weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

Quorum of Strata Council

16

- (1) A quorum of the Strata Council is
 - (a) 2, if the Strata Council consists of 2, 3 or 4 members,
 - (b) 3, if the Strata Council consists of 5 or 6 members, and
 - (c) 4, if the Strata Council consists of 7 members.
- (2) Subject to bylaws 16(3) and 17, Strata Council members must be present in person at the Strata Council meeting to be counted in establishing quorum.
- (3) Notwithstanding bylaw 16(2), any Strata Council member who is not in attendance for any portion of a Strata Council meeting because they have disclosed a duty or interest which materially conflicts with their duties or interests as a Strata Council member with respect to any issue to be considered at that Strata Council meeting, shall be deemed to be attending that Strata Council meeting only for the purpose of determining whether a quorum exists, and not for determining whether a decision was approved by a majority of Strata Council.

Strata Council meetings

17

- (1) At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other. If a Strata Council meeting is held by asynchronous means, such as by email, the meeting notice must specify the start and end dates and times, and any votes shall be tabulated based on votes submitted before the specified end of the meeting.
- (2) If a Strata Council meeting is held by electronic means, Strata Council members attending electronically are deemed to be present in person.
- (3) Owners may attend Strata Council meetings as observers. Any owner wishing to attend must provide the Strata Council with prior written notice of that intention so that the Strata Council can include the owner in notice of the meeting times and dates.
- (4) Despite subsection (3), no observers may attend those portions of Strata Council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Strata Property Act;

- (b) rental restriction bylaw exemption hearings under section 144 of the Strata Property Act;
- (c) any matters which are likely to be the subject of a legal dispute, negotiation, litigation or an administrative tribunal hearing involving the observer, or any person with whom the observer is closely associated;
- (d) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Strata Council meetings

18

- (1) At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.
- (2) If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote, or may call for more discussion and a second or further vote.
- (3) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes, including the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

Strata Council to inform owners of minutes

- 19** The Strata Council must inform owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Strata Council's powers and duties

20

- (1) Subject to subsections (2) to (4), the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council, and may revoke the delegation.
- (2) The Strata 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 Strata 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,
 - (c) whether a person should be denied access to a recreational facility,
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Strata Property Act.

Spending restrictions

21

- (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 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.

Limitation on liability of Strata Council member

22

- (1) A Strata 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 Strata Council.
- (2) Subsection (1) does not affect a Strata Council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts performed honestly and in good faith by members of the Strata Council are valid even if it is afterwards discovered that there was some defect in the appointment or continuance in office of one or more members of the Strata Council.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 23** Unless otherwise provided for in the bylaws the Strata Corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.

Continuing contravention

- 24** 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

Person to chair meeting

25

- (1) Subject to the bylaws, annual and special general meetings must be chaired by the president of the Strata Council, or by the vice president of the Strata Council if the president is absent, unwilling or unable to act.
- (2) Notwithstanding the foregoing, the owners may approve a motion by majority vote at any time during an annual or special general meeting to elect a different person to chair the meeting. The person elected to serve as chair person must be present and willing to serve in that capacity, but need not be a member or an eligible voter.
- (3) If a person who is designated or voted to chair the meeting becomes unwilling or unable to chair the meeting, or leaves the meeting without adjourning the proceeding, then the eligible voters present must elect a different a chair from among those persons who are present at the meeting, by majority vote.

Participation by other than eligible voters

26

- (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.

Voting

27

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters other than eligible voters attending by electronic means.
- (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 or a secret ballot is requested.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Strata Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter except that no secret ballot is available for a person attending electronically, and their votes shall be taken by the chair verbally unless they have appointed a proxy for the purpose of casting a vote by secret ballot.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the Strata Property Act.
- (8) Any person entitled to attend an Annual or Special General Meeting may attend by telephone or any other electronic method which permits all persons participating in the meeting to communicate with each other during the meeting. Any person attending pursuant to this bylaw is responsible for arranging and maintaining a means of attendance which complies with this bylaw, including arranging the necessary equipment and connections. The Strata Corporation is not responsible for any failure to connect or loss of connection whether or not a representative of the Strata Corporation facilitated electronic attendance, and no such connection problems shall affect the validity of the meeting or the business conducted.
- (9) Notwithstanding any provision of the bylaws, electronic attendees shall have their votes taken by the chair calling the roll of those owners attending electronically where a show of voting cards is used to count votes.
- (10) Notwithstanding any provision of the bylaws, electronic attendees shall have their votes taken by the chair calling the roll of those owners attending electronically where a secret ballot is requested, except for those owners who have appointed proxies in attendance at the meeting in person (if any). Any person attending electronically is conclusively deemed to waive secrecy in the case of a secret ballot unless they have an appointed proxy who is present in person at the meeting to cast the secret ballot on their behalf.
- (11) A person attending any portion of an Annual or Special General Meeting electronically pursuant to bylaw 27(8) is deemed to be present in person for the entire duration of the meeting for all purposes except as expressed in subsections 8-10 of this bylaw.

Order of Business

28

- (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 Strata 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 Strata Property Act;
 - (j) report on insurance coverage in accordance with section 154 of the Strata Property Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Strata Property 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 Strata Property Act;
 - (m) elect a Strata Council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

- (2) Notwithstanding paragraph (1), the order of items on the Agenda may be amended at the meeting by majority vote resolution.

Quorum

28.1

- (1) Quorum to commence a general meeting is 6 voters. After quorum is confirmed, quorum for the balance of the meeting shall be the number of voters that are in attendance from time to time during the meeting, but shall not be less than $\frac{1}{2}$ of those voters present at the commencement of the meeting, rounded down.

- (2) For greater clarity, quorum need not be recalculated if voters leave the meeting before the meeting is terminated or adjourned unless more than half of those present at the beginning of the meeting leave. Any attendees departing the meeting shall be treated as abstaining from voting.

- (3) Where multiple owners share a vote with respect to a strata lot, only one of them shall count towards quorum on behalf of that strata lot.

- (4) If within thirty minutes of the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the same place, day and time the

following week. If at the time appointed for the adjourned general meeting, a quorum is not present, the meeting shall stand further adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and those persons attending at that time shall constitute a quorum for the purpose of convening the meeting.

(5) Bylaw 28.1(4) does not apply to a meeting demanded by the owners pursuant to section 43, 51(3) or similar provision of the Strata Property Act and failure to obtain a quorum for a meeting demanded by owners within the initial thirty minutes terminates, and does not adjourn, that meeting.

Conduct of Meetings and Rules of Order

28.2

(1) The Strata Corporation may adopt one or more specific Rules of Order, or a published set of Rules of Order for a specific annual or special general meeting by motion approved by majority vote resolution at that meeting, provided that the Rule of Order does not contravene the Strata Property Act or the Regulations thereto or any other law, and that the proposed rule is fair and reasonable under the circumstances. To the extent that any set of Rules of Order adopted varies from the requirements of applicable legislation, the adopted set of Rules of Order shall be reinterpreted or disregarded to the extent necessary to comply with the legal requirements.

(2) The following additional Rules of Order shall apply to all annual and special general meetings of the owners:

- (a) To ensure that voters are not discouraged from active participation, no audio or video recording of the meeting is permitted by any person.
- (b) All persons present at an Annual or Special General Meeting must refrain from disrupting the meeting by unreasonably loud or offensive behaviour, interrupting a person who has permission to speak (except as directed by the Chair), or deliberately causing inordinate delay.
- (c) The Chair shall have control over the order in which eligible voters are permitted to speak, and shall have authority to take such steps to maintain order as may be reasonably required in the circumstances.
- (d) The Chair must ensure that every eligible voter wishing to speak has a reasonable opportunity to speak concisely at least one time on each agenda item, motion or other item of business conducted,
- (e) Subject to directions from the owners determined by motion approved by majority vote, the Chair shall have authority to reasonably restrict the time all owners will have to speak on a subject.

Financial Statements**28.3**

- (1) The Financial Statements provided with the Notice of the Annual General Meeting may be in summary form pursuant to Regulation 6.7(3) to the Strata Property Act.

Division 6 – Voluntary Dispute Resolution**Voluntary dispute resolution****29**

- (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 Strata Property 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 – Small Claims

- 30** Pursuant to section 171 of the Strata Property Act, the Strata Council, on behalf of the Strata Corporation, may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The Strata Council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The Strata Council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 8 – Insurance and Indemnity**31**

- (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.

(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.

(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.

(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.

(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.

(6) An owner, tenant or occupant shall do all such things as are reasonably necessary to prevent the accumulation of moisture in the premises. Owners are responsible to ensure that the bathroom fan is on while bathroom is in use and that their strata lot interior is maintained at a minimum temperature of 15 degrees centigrade at all times during the period of October 1 through to April 15 each year. 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.

(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:

- (a) Covered by strata insurance;
- (b) Treated as a common expense of the Strata Corporation;
- (c) Charged back to the owner of the affected strata lot; or
- (d) Charged back to the strata lot where the source of the damage originated.

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.

- 32** An owner in arrears of strata fees, and/or any special levies, including fines and interest on arrears must reimburse the Strata Corporation in full for the reasonable costs of collecting those arrears, including legal costs on a "solicitor and own client" basis, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.
- 33** 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.
- 34** 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** All owners must at all times maintain property insurance in relation to their strata lots, including third party liability insurance in a minimum amount of one million dollars. Proof of sufficient insurance must be provided to the Strata Council upon request.

Division 9 – 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.
- (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 fulfill 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.
- (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.
- (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).
- (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.
- (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. Copies of documents and records may be obtained by any owner or tenant pursuant to section 36 of the Strata Property Act.

(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. If the Strata Corporation declines to make a requested correction, the Strata Corporation must keep a record of the fact that the requested correction was made with the record in question.

(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.

(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.

(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.

(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.

Division 10 – 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.

(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.

(3) Any terms used in these bylaws shall be interpreted:

- (a) 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;

- (b) 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;
- (c) then by reference to any definitions stated or implied in these bylaws; and
- (d) finally by plain language interpretation.

(4) The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.

(5) 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.

38 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:

- (a) 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 is otherwise problematic for the Applicant as a result of their mental or physical disability.
- (b) 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 bylaws and rules and the intention 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.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) If the Strata Council declines an application for whatever reason, the Applicant may re-apply with additional documentation and/or expanded submissions.
- (g) 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.
- (h) 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.