

1. Contact

Document Fees: \$30.53

**CD Wilson Law Corporation
Barristers and Solicitors
630 Terminal Avenue North
Nanaimo BC V9S 4K2
250-741-1400**

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS3442

THE OWNERS, STRATA PLAN VIS3442

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Cora Darlene
Wilson RC2A62**

Digitally signed by
Cora Darlene Wilson RC2A62
Date: 2022-06-15
14:40:29 -07:00

Strata Property Act

Form I

AMENDMENT TO BYLAWS

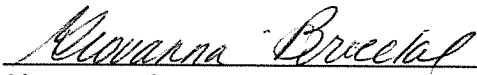
(Section 128)

The Owners, Strata Plan VIS3442 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 an annual or special general meeting held on April 29, 2021.

See Attached Schedule Amendments to Bylaws



Signature of Council Member



Signature of Second Council Member
(not required if council consists of only one member)

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

**SCHEDULE OF
CONSOLIDATED BYLAWS**

**BRECHIN VIEWS
THE OWNERS, STRATA PLAN VIS 3442
NANAIMO, BC**

BYLAWS OF
THE OWNERS, STRATA PLAN VIS 3442
BRECHIN VIEWS, NANAIMO, BC

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PREAMBLE

These Bylaws bind the Strata Corporation and the owners and tenants to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner and tenant. Owners and tenants are responsible for their visitors.

Unless otherwise stated, all terms have the same meaning as defined in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “Act”).

All owners, tenants and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.

SCHEDULE OF BYLAWS OF THE OWNERS, STRATA PLAN VIS 3442 BRECHIN VIEWS, NANAIMO, BC

WHEREAS The Owners, Strata Plan VIS 3442 (the “Strata Corporation”), wish to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE BE IT RESOLVED by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43 (the “Act”), that all previous bylaws registered in the Victoria Land Title Office, except for the Rental Prohibition Bylaw 6 which shall be retained and amended as provided in bylaw 6.1 to avoid the application of the one year grace period set out in section 143 of the *Strata Property Act* and the statutory Standard Bylaws shall be repealed and the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the “Consolidated Bylaws”).

1 Duties of Owners, Tenants, Occupants and Visitors

1.1 Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) The Strata Corporation may charge an owner who is late paying his/her strata fees (comprised of the monthly strata fee and any special levy) interest at a rate of 10% per annum, compounded annually, or the maximum rate of interest stipulated by the regulations to the Strata Property Act, whichever is greater.
- (3) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the costs incurred by the Strata Corporation, including legal costs on a full indemnity basis.

1.2 Moving

- (1) An owner or tenant must pay a moving fee in the amount of One Hundred Dollars (\$100.00) to the Strata Corporation prior to any change in occupancy of his or her strata lot, such fee to be non-refundable.
- (2) An owner or tenant shall not bring in or remove furniture or effects from the building until:
 - (a) He or she has first made arrangements and an appointment regarding the time and date with the Caretaker.
 - (b) The elevator pad has been placed in the elevator, main floor excepted.
 - (c) Both the party moving and the Caretaker shall inspect the areas through which the moving will take place, for existing damage. A further inspection shall be made

following the move and any new damage will be the responsibility of the moving party.

- (3) Moving shall not commence before 8:00 a.m. and shall not carry on later than 9:00 p.m.
- (4) Contravention of this provision will result in a fine of Fifty Dollars (\$50.00).

1.3 Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours written notice, to inspect, repair or maintain common property, common assets and any portion of a strata lot that is the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) If forced entry to a strata lot is required due to an emergency and, after using reasonable means, the owner or tenant cannot be contacted to provide such entry, then the owner or tenant shall be responsible for all costs related to the forced entry incurred by the Strata Corporation, including any legal costs on a full indemnity basis.

1.4 Repair and maintenance of property by owner

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) An owner must:
 - (a) install braided hoses to all dishwashers, washing machines and other water dispensing appliances located in the strata lot;
 - (b) inspect, maintain and service smoke alarms and fire alarms at least once every two (2) years and provide council with proof of same upon request;
 - (c) shut off all sources of running water when leaving the strata lot vacant for 72 consecutive hours or more; and,
 - (d) ensure that the thermostat setting in the strata lot does not fall below 62 degrees Fahrenheit or 17 degrees Celsius at any time.
- (4) An owner who fails to comply with subsection (3) is responsible to pay the insurance deductible if a failure causes damage. If the repair costs are less than the amount of the insurance deductible, then the owner is responsible to conduct the repairs and pay the related costs. The owner must reimburse the Strata Corporation for any insurance deductible, repair costs or other related costs charged back to the responsible owner on the first day of the month following the date of the chargeback.
- (5) If an owner fails to comply with subsection (3) prior to the expiry date for such work set out in a written notice to that effect from the Strata Corporation, then the Strata Corporation may conduct the work, chargeback and recover the related costs, including actual reasonable legal costs, from the responsible owner.

1.5 Use of property

- (1) General
 - An owner, tenant, occupant or visitor
 - (a) must not use a strata lot, the common property or common assets in a way that

- (i) causes a nuisance or hazard to another person,
 - (ii) causes unreasonable noise,
 - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets and another strata lot,
 - (iv) is illegal, or
 - (v) 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.
 - (b) must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot that the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
 - (c) must not have a water bed in a strata lot, unless proof of medical need is provided.
 - (d) must not bring a live Christmas tree onto the premises.
 - (e) must not install a hot tub or shed.
 - (f) must not install air conditioning units other than portable air conditioners which are vented outside through a window kit, with a single or dual hose, to a maximum of 12,000 BTUs.
 - (g) must not use a strata lot for short term rentals or for a business, retail, or professional purpose that requires a municipal or provincial licence, excluding home-based businesses that are approved by council that have no traffic, visitors, or storage of products or merchandise.
 - (h) must not use the strata lot for commercial or retail purposes.
 - (i) must not run in the hallways or stairwells unless in an emergency.
 - (j) must not cause unreasonable noise so as to cause unnecessary disturbance between the hours of 11:00 p.m. and 8:00 a.m. on any common property, limited common property, balconies, patios, parking areas, entryways or stairwells. (from rules)
 - (k) must not erect signs, fences, billboards, placards, advertising, posters, notices or any other fixture, fitting or signage of any kind whatsoever external to any part of the strata lot, excluding for sale signage pursuant to bylaw 1.9(1) and election signage.
 - (l) must not hang window coverings showing to the outside of the building that are any color other than white or off-white (from rules).
 - (m) must not use personal doormats in the common hallways (from rules).
 - (n) must not feed birds or animals on the common property or limited common property of the Strata Corporation.
 - (o) must not use the underground parkade, parking lots, entryways or hallways as play areas, or for riding bicycles, skateboards or scooters.
 - (p) must not unreasonably annoy, harass, bully or disturb another Resident at any time.
 - (q) must not loiter or permit loitering on the common property at any time.
 - (r) must not sleep or permit a person to sleep on a porch, balcony or patio as their place of temporary or permanent occupancy or residency.
 - (s) must not permit couch surfing at any time.
- (2) Pets
- (a) An owner, tenant, occupant or visitor must not keep any pets on a strata lot other than the following:
 - (i) a reasonable number of fish in an aquarium that does not exceed dimensions of 36" x 20" x 16" and a volume of 7.35 cubic feet;
 - (ii) up to two (2) caged birds;
 - (iii) one (1) dog not exceeding 10 kg (25 lbs.) in weight and 30 cm. (12") in height measured at the shoulder when fully grown, or two (2) cats.

- (b) Upon proof of designation, guide dogs and service animals covered under the *Guide Dog and Service Animal Act* or other applicable legislation will be permitted.
 - (c) 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.
 - (d) An owner or tenant who keeps a pet which proves to be a nuisance will receive a written notice from the Strata Corporation, to control the pet to eliminate the nuisance. Should the owner or tenant then fail to control the pet, the Strata Corporation will then issue a second notice to the owner or tenant to remove the offending pet permanently from the boundaries of the Strata Corporation. Should the owner or tenant then fail to comply within ten days of mailing of the second written notice, he or she will be fined as per section 4.1 of the bylaws.
- (3) Balconies and patios
- (a) No laundry, clothing, bedding or other articles shall be hung or displayed from balconies, patios, windows or any other area outside of the building.
 - (b) The placing of items on the balconies or patios shall be limited to hanging baskets, potted plants, seasonal decor, summer furniture, and barbeques.
 - (c) Trellises are permitted but must not be attached to the building in any manner and, if painted, must be painted in a neutral color that will blend with the building.
 - (d) Satellite dishes are permitted but must not be attached to the building in any manner.
 - (e) No items or objects shall be thrown on to or off the balconies.
 - (f) Any damage, other than normal wear and tear to the balconies or patios shall be repaired at the expense of the owner of the strata lot.
- (4) Smoking & cultivation prohibition bylaw
- (a) An owner, tenant, occupant (collectively a “Resident”) or visitor is prohibited from smoking:
 - (i) on a patio, deck or balcony;
 - (ii) within six (6) metres of an exterior door, window or air intake; and,
 - (iii) on the interior of the common property, including the meeting room and the underground parkade.
 - (b) “Smoking” for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products. The term “Smoking” includes, but is not limited to, smoking using electronic vapors, bidis, hookahs, vaporizers, bong, tobacco smoking, marijuana smoking, crack cocaine smoking, heroin smoking and smoking other similar substances whether illegal or not.
 - (c) A Resident shall not at any time plant, grow or cultivate a marijuana or cannabis plant on a strata lot, common property or limited common property, excluding medicinal cannabis with the prior written approval of council which may be granted subject to conditions.
 - (d) Subject to the *Human Rights Code*, all persons, including but not limited to Residents and visitors must comply with this bylaw.
 - (e) The council may upon written application from a Resident provide reasonable accommodation to the applicant, with or without conditions, with respect to the use or cultivation of medicinal marijuana, smoking tobacco or cannabis or the use of tobacco or cannabis in relation to a traditional aboriginal cultural activity where

the applicant forms part of a prescribed group and intends to smoke for a prescribed purpose.

- (f) A Resident granted reasonable accommodation to smoke or cultivate marijuana or is otherwise permitted to smoke pursuant to this bylaw must not allow smoke or smoking debris to unreasonably interfere with the use and enjoyment of the common property, limited common property or a strata lot by another Resident, to constitute a nuisance or an unacceptable health and safety risk or a hazard or cause damage to property forming the obligation of the Strata Corporation to repair and maintain.
- (g) If council determines that this bylaw has been violated, then the responsible owner or tenant must take active and timely steps to remedy any damage or mitigate against the escape of smoke or other hazards within the time set out in a written notice to that effect from council, failing which council may:
 - (i) impose additional restrictions;
 - (ii) in appropriate circumstances, prohibit or restrict smoking or cultivation in a strata lot, common property or limited common property; and/or
 - (iii) chargeback and collect any costs incurred to remedy a contravention to the responsible owner or tenant, including actual reasonable legal costs.
- (h) If there are reasonable grounds to believe that there has been a violation of this bylaw, an authorized representative of the Strata Corporation may after providing appropriate notice access the strata lot to conduct an inspection.
- (i) An owner is responsible to ensure that his or her occupants, tenants, visitors and prospective purchasers are made aware of, and comply with, this bylaw. A tenant is responsible to ensure that his or her occupants and visitors comply with this bylaw.

1.6 Inform Strata Corporation

- (1) Within two (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name; strata lot number; mailing address outside the strata plan, if any.
- (2) Within two (2) weeks of renting all or part of a residential strata lot, the owner must give the Strata Corporation a copy of Form K, Notice of Tenant's Responsibilities, under section 146 (2) of the Act.
- (3) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his/her name.

1.7 Obtain approval before altering a strata lot

- (1) An owner must submit a Property Alteration Request and 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 the building;
 - (b) The exterior of the building;
 - (c) The interior of a strata lot where a local building permit is required;
 - (d) Balconies or other things attached to the exterior of the building;
 - (e) Doors or windows on the exterior of the building, or that front on the common property;
 - (f) Change of flooring within a strata lot;
 - (g) Fences, railings or similar structures that enclose a patio, balcony or yard;
 - (h) Common property located within boundaries of a strata lot;

- (i) Those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1).
- (3) The Strata Corporation will require as a condition of its approval that the owner agrees in writing, to take responsibility for any damages to the building that is caused in any way as a result of the alterations.
- (4) The Strata Corporation will require that the owner provide plans prepared by a professional, such as an architect or engineer, unless the strata council deems this to be unnecessary.
- (5) The owner shall provide a copy of the building permit, if required by the municipality, to the Strata Corporation prior to commencing on the alterations.
- (6) The owner shall be prepared to address questions concerning what impact the alteration may have on other people in the complex.
- (7) The Strata Corporation may attach any other conditions in its discretion to the approval of a Property Alteration Request.

1.8 Obtain approval before altering common property.

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) Alterations which change the exterior appearance of the building will not be permitted without approval of owners by $\frac{3}{4}$ vote at a general meeting.
- (3) The owner shall be prepared to address questions concerning what impact the alteration may have on other people in the complex.
- (4) In addition to any other conditions, the Strata Corporation will require as a condition of its approval that the owner execute a "Common Property Modification Agreement".

1.9 Sale of strata lot

- (1) The location for the posting of "For Sale" signs is restricted to the signposts at the entrance to the parking areas.
- (2) The time for the showing of common property is restricted to the hours between 9:00 a.m. and 9:00 p.m.
- (3) The time for the holding of open house is restricted to the hours between 9:00 am and 6:00 p.m., one (1) day per week.
- (4) The use of a lock box of any kind is prohibited.

1.10 Motor vehicle and motor bike parking restrictions, prohibitions and towing

- (1) An owner or tenant shall not park an uninsured, unlicensed or derelict vehicle, whether motorized or not, on the common property or on limited common property. A vehicle parked in violation will be towed pursuant to this bylaw at the owner's expense.
- (2) An owner shall not rent or lease his/her parking stall to any person or persons other than another owner, tenant or occupant of the strata complex.
- (3) An owner or tenant may rent additional parking stalls in the underground parkade on a first come, first served basis for a monthly fee of \$30.00 per stall.
- (4) An owner, tenant or their visitor shall not:
 - (a) park or store more than one (1) motor vehicle in a parking stall in the underground parkade or, with permission from Council, up to two (2) motorbikes in one (1) stall in lieu of one (1) vehicle, provided they do not extend outside the limits of the parking stall or interfere with adjacent vehicles. Vehicles in violation will be towed at owner's expense;
 - (b) park in handicapped spaces without displaying a valid handicap parking permit;
 - (c) park in a time-limited parking space after the stated time has expired;

- (d) park in fire lanes or on any sidewalk or entranceway;
 - (e) park a motor vehicle so as to block or impede the flow of traffic in the parking areas;
 - (f) drive at a speed limit of greater than 10 km per hour on the common property;
 - (g) park on the common property or the limited common property in a manner which may compromise the safety or security of other owners, tenants or visitors;
 - (h) park a recreational vehicle or motor vehicle which is leaking oil or other fluids on the common property or in a parking space, and if such leakage occurs, the owner or tenant must clean-up within seven (7) days after receipt of notice to that effect, failing which the Strata Corporation will attend to the clean-up and recover related costs from the owner;
 - (i) park any motor vehicle in excess of a $\frac{3}{4}$ ton pick-up truck or in excess of 6.4 m (21'0") on the common property or the limited common property except when used for the temporary provision of services for the benefit of the Strata Corporation or an owner or tenant of a strata lot;
 - (j) park storage trailers, boat trailers, tent trailers or any other type of trailer on the common property or limited common property;
 - (k) store or place any other items on the common property or in an assigned parking space.
- (5) The council shall provide written notice of any violation to the owner or tenant and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
 - (6) If the council is of the view that a parking violation unreasonably compromises the safety or security of the building or its owners or tenants, then notice is not required before towing a vehicle parked in contravention.
 - (7) Written notice of a further contravention is not required prior to towing in the event of a second or subsequent infraction.
 - (8) The responsible owner or tenant shall indemnify the Strata Corporation and save it harmless from and against any and all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and their client, and any other reasonable costs.
 - (9) An owner or tenant must remove a derelict vehicle from the Strata Plan within thirty (30) days after receipt of written notice to that effect from council failing which the vehicle may be towed and the related costs charged back to the responsible owner or tenant. A derelict vehicle means a vehicle that has been left unattended, and that appears by reason of its age, appearance or mechanical condition to be abandoned or that lacks number plates, permit or identification numbers bearing current validation, so that the vehicle cannot be operated on a highway and does not comply with subsection (1).

1.11 Bicycles and electric scooters

- (1) An owner or tenant shall not:
 - (a) bring, store or park a bicycle in a strata lot, on a balcony or patio, or on the common property. Bicycle storage areas in the underground parkade are designated for this purpose;
 - (b) transport bicycles through the lobby, elevators or hallways in the building; and,
 - (c) keep a derelict bicycle or scooter on the common property or limited common property.
- (2) Electric scooters required for medical reasons are permitted on common property and limited common property.

- (3) There are two (2) designated locked storage areas for bicycles, and one (1) designated locked storage area for electric scooters. These are located in the parkade. No items other than bicycles or electric scooters may be stored in these areas.
- (4) Bicycles and electric scooters stored in the designated locked storage area must be identified with unit number followed by P (Poplar) or E (Estevan).
- (5) Bicycles and electric scooters are stored in the designated locked storage areas at the owner's own risk. The Strata Corporation is not liable for lost, stolen or damaged bicycles or electric scooters or their accessories or attachments.
- (6) An owner or tenant shall pay the Strata Corporation a one-time non-refundable fee of Five Dollars (\$5.00) for a key to a designated locked storage area for their bicycle(s) or electric scooter.
- (7) A Resident must remove a derelict bicycle or scooter from the Strata Plan within thirty (30) days after receipt of written notice to that effect from council failing which the Strata Corporation may remove and dispose of the bicycle or scooter without recourse from the responsible owner and the related costs or expenses may be charged back to the responsible owner or tenant. A derelict bicycle or scooter means one that is the opinion of council abandoned by reason of its age, appearance or mechanical condition or that lacks ownership identification, so that the bicycle or scooter cannot be safely operated or identified.

1.12 Security of building

(1) General

- (a) An owner or tenant shall not install, maintain, possess, or use a security or alarm system, or other device equipped with an audible alarm which sounds from their strata lot or vehicle unless such system is equipped with an operating automatic shut-off device which de-activates the audible alarm sound within fifteen (15) minutes.
- (b) An owner or tenant shall, upon entering or exiting the parkade, wait until the gate has closed before proceeding.
- (c) An owner, tenant or visitor shall not open the door and allow another person to enter the building at any time unless that person is known to them or is expected by them.
- (d) An owner, tenant or visitor is responsible and liable for damages caused by person or persons they allow to enter the building.
- (e) The Strata Corporation will from time to time re-key the locks on the exterior doors. A new key will be issued at a cost set out in a ratified rule from time to time.
- (f) The Strata Corporation will, from time to time, reprogram the remote controlled openers for the overhead parkade gate. Owners and tenants must purchase their own remote controlled opener which must be compatible with the Lift Master system and the caretaker will program the opener. Tenants will be required to submit written permission from their landlord to have a remote controlled opener programmed.

(2) Security Cameras

- (a) The owners authorize the Strata Corporation to install and operate a closed-circuit television camera system ("CCTV") solely for purposes of the safety and security of owners, tenants and occupants of the Strata Corporation and the protection of personal and common property, which other measures have failed to address.
- (b) The Strata Corporation shall be responsible to maintain the computerized records for the CCTV systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the CCTV systems.
- (c) The privacy officer shall be responsible to address all requests for access to the records of the CCTV system in accordance with the provisions of the Personal Information and Privacy Act ("PIPA").

- (d) The CCTV camera system is a video surveillance system with cameras that are motion-activated and operate twenty four (24) hours a day and seven (7) days a week.
- (e) There are currently eleven (11) CCTV cameras in operation in the following public areas of the Strata Corporation:
 - (i) one (1) at the Estevan main entrance;
 - (ii) one (1) at the Poplar main entrance;
 - (iii) one (1) at the Estevan fire exit door;
 - (iv) one(1) at the Poplar fire exit door;
 - (v) one (1) at the entrance between the Poplar and Estevan buildings;
 - (vi) two (2) at the parking garage to the street;
 - (vii) one(1) at the middle of the parking garage;
 - (viii) one (1) at the Estevan parking section;
 - (ix) two (2) in the Popular parking section.
- (f) The owners authorize the Strata Corporation to install additional CCTV cameras as the council in its discretion, in consultation with the security provider, considers necessary to meet the objectives of safety and security of the Strata Corporation and its residents.
- (g) The Strata Corporation has installed signs at every entrance warning that the area is monitored by video surveillance, and no cameras are positioned so as to record areas beyond the Strata Corporation property or to capture images peripherally or directly through the windows of the Strata Corporation or adjacent buildings.
- (h) Recordings from the CCTV cameras shall be stored on a DVR hard drive, which is currently located in the electrical room, and the Strata Corporation is authorized to utilize an alternative, secure location in its discretion in consultation with the security provider.
- (i) Video recordings on the DVR hard drive are stored for up to 30 days, at which time they are overwritten with new recordings.
- (j) The president of council, a second council member appointed by council from time to time, the strata manager and the Caretaker shall each have access to the electrical room and he or she must keep the key in a secure location at all times. Any access pertaining to the CCTV system must be recorded in the log kept beside the CCTV system.
- (k) The video records shall only be accessed in the event of a breach of safety or security, and any two (2) of the following persons must be present at all times during any viewing of the recording: two council members, a council member and the strata manager or a council member and the caretaker.

1.13 Hazards

- (1) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a strata lot, the common property, or storage lockers, which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or strata lot owners.
- (2) No material substances, especially burning material such as cigarettes, matches or fireworks of any type shall be thrown out or permitted to fall out of any window, door, balcony or any other part of the strata lot or common property.
- (3) Gas and electric barbeques are the only types permitted and must be used on the balcony or patio only.
- (4) An owner or tenant shall not store a propane tank in their strata lot, storage locker, parking stall or on the common property, excluding a propane tank that does not exceed 20 pounds which may be stored on a balcony or patio.

1.14 Soliciting

There shall be no solicitation anywhere in or about the property for any cause, charity, or for any purpose whatsoever, except as required by federal or provincial legislation.

1.15 Storage lockers

- (1) An owner or tenant may only use the storage locker that is assigned to them.
- (2) Any personal items found by the Strata Corporation on the common property outside of the locker shall be considered abandoned goods and will be removed and disposed of by the Strata Corporation. Further, the Strata Corporation shall not be held liable for such action.

1.16 Insurance and insurance deductible

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Act, and such appraisal shall be conducted at a time determined in the discretion of the council, provided that the time period between each appraisal does not exceed three (3) years.
- (2) For purposes of section 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
 - (a) earthquake insurance;
 - (b) sewer backup;
 - (c) flood;
 - (d) theft or misappropriation of funds; and,
 - (e) Director's and Officer's Liability Insurance.
- (3) Subject to the Regulations, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with sections 99(2) and 158(3) of the Act.
- (4) Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159 of the Act.

1.17 Indemnity

- (1) An owner shall reimburse the Strata Corporation for the expense of any repair, replacement, loss or damage to a strata lot, common property, limited common property or the contents of same if that owner or his or her occupants, pets, visitors, employees, contractors, agents, tenants or invitees is responsible, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
- (2) An owner shall be deemed to be responsible even if that owner is not negligent for purposes of:
 - (a) payment of the insurance deductible pursuant to section 158(2) of the Act where Strata Corporation insurance is available; or,
 - (b) the costs to repair damage to a strata lot if:
 - (i) the repair costs are less than the amount of the deductible; or,
 - (ii) the repair costs are more than the amount of the deductible and insurance is not available.
- (3) Without restricting the generality of the foregoing, an owner is responsible for:
 - (a) any water escape or related damage from any appliance, fixture, equipment or other similar item located in that owner's strata lot and accessible to that owner;

- (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot;
 - (c) any damage to property that an owner is required to repair and maintain; and,
 - (d) any vicarious liability, loss or damage related to the consumption of alcohol on common property by that owner or his or her tenants, occupants, visitors or invitees.
- (4) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to common property or limited common property, including actual reasonable legal costs, if the owner, or his or her tenants, occupants or pets is responsible for the damage, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy.
- (5) The Strata Corporation may chargeback and recover from an owner the amount of:
 - (a) the insurance deductible if the owner is responsible for the loss or damage that gave rise to the claim;
 - (b) any costs incurred by the Strata Corporation to investigate or remedy loss or damage to a strata lot forming the obligation of an owner; and,
 - (c) related actual reasonable legal costs.
- (6) A Resident is advised to obtain a personal insurance policy covering items set out in section 161 of the Act, including but not limited to the following: personal property, liability, betterments to the strata lot, alterations for which the owner responsible, living-out expenses, perils not included or covered by the Strata Corporation policy and the insurance deductible portion of the insurance claim against the Strata Corporation's insurance policy if the owner is responsible for the loss or damage that gave right to the claim.
- (7) An owner must inform the council forthwith in writing of any material change to the strata lot that could impact insurance coverage.

1.18 Bulletin Board

- (1) The bulletin board on the entrance level (first floor) is for strata council use only.
- (2) The bulletin board on the parkade level is for general use by owners.
- (3) To keep the bulletin boards tidy, please remove items when they have served their purpose.
- (4) No one is to remove another person's notices except a council member or the caretaker.

1.19 Caretaker

- (1) The caretaker is retained by the Strata Corporation for the care, maintenance and protection of common property. The caretaker has been instructed to prevent and report any abuse of the common property.
- (2) Owners or tenants shall not request or demand personal services of the caretaker.
- (3) Any criticism of the manner in which the caretaker performs his or her duties shall be directed to the Strata Manager by letter.

1.20 Recreation/meeting room

- (1) The following fees shall be charged for private use of the recreation/meeting room.
 - (a) Twenty Dollars (\$20.00) for less than six (6) hours.
 - (b) Thirty Dollars (\$30.00) for more than 6 hours.
- (2) A refundable damage deposit of One Hundred Dollars (\$100.00) shall be paid at the time of booking.
- (3) It is the responsibility of the user to leave the recreation room in a clean and tidy condition.

2 Powers and Duties of Strata Corporation

2.1 Responsibilities of Strata Corporation

- (1) The Strata Corporation is responsible for managing and maintaining the common property and common assets of the Strata Corporation for the benefit of the owners, except as otherwise provided in the Act.
- (2) The powers and duties of the Strata Corporation must be exercised and performed by a council, unless the Act, the Regulations or these bylaws provide otherwise.

2.2 Reasonable accommodation

Notwithstanding any provision to the contrary in these bylaws, the council is at liberty to make reasonable accommodation to an owner or tenant if the owner or tenant proves by medical or other satisfactory evidence that the owner or tenant has a disability that justifies an exemption from the application of these bylaws and the council may impose conditions on the granting of such reasonable accommodation.

2.3 Repair and maintenance of property

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 the building;
 - b. the exterior of the building;
 - c. stairs, balconies and other things attached to the exterior of the building;
 - d. doors and windows on the exterior of the building or that front on the common property;
 - e. fences, railings and similar structures that enclose patios, balconies and yards.
- (d) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of the building;
 - (ii) the exterior of the building;
 - (iii) balconies and other things attached to the exterior of the building;
 - (iv) doors and windows on the exterior of the building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

2.4 Errors and omissions insurance

The Strata Corporation shall obtain and maintain errors and omissions insurance for council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council members.

3 Council

3.1 Council size and term

- (1) The council must have at least three (3) and not more than seven (7) members.
- (2) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (3) A person whose term as council member is ending is eligible for re-election.

3.2 Eligibility for council

- (1) The only persons who may be council members are the following:
 - (a) owners;
 - (b) individuals representing corporate owners;
 - (c) tenants who, under section 147 or 148 of the Act, have been assigned an owner's right to stand for council.
- (2) No person may stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

3.3 Removing council member

The council may vote to remove an officer.

3.4 Replacing council member

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

3.5 Officers

- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer.
- (2) The vice president has the power 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.
- (3) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

3.6 Calling council meetings

- (1) If a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time.
- (2) Any council member may call a council meeting by giving the other council members at least one (1) week's notice (written or oral) of the meeting, specifying the reason for calling the meeting.

- (3) A council meeting may be held on less than one (1) weeks' notice if the meeting is required to deal with an emergency situation, and all council members either
 - (a) consent in advance of the meeting, or
 - (b) are unavailable to provide consent after reasonable attempt to contact them.

3.7 Requisition of council hearing

- (1) By application, in writing, stating the reason for the request, an owner, group of owners or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hear the applicant at the next scheduled council meeting if the application is received three (3) days prior to the meeting and in all other cases within four (4) weeks after the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one (1) week of the hearing.
- (4) The council meeting at the option of council may be held by electronic means including telephone conferencing, video conferencing or any other electronic means, so long as all council members, the applicant and authorized participants can communicate with one another.
- (5) Council members, the applicant and authorized participants in a hearing held by electronic means are deemed to be present in person and this method is deemed to provide the applicant with an opportunity to be heard in person at a council meeting for purposes of Strata Regulation 4.01.
- (6) Observers cannot attend hearings.
- (7) Authorized representatives may assist the applicant at the hearing with the applicant's consent and other authorized persons, excluding observers, may attend and participate at the hearing with prior approval of the applicant and council.
- (8) A digital recording of a hearing is not permitted without the approval of the applicant, the approval of council by majority vote and a privacy bylaw authorizing digital recordings.

3.8 Quorum of council

A quorum of the council is

- (1) 1, if the council consists of one member,
- (2) 2, if the council consists of 2, 3 or 4 members,
- (3) 3, if the council consists of 5 or 6 members,
- (4) 4, if the council consists of 7 members.

3.9 Council meetings

- (1) An owner, tenant or occupant may only attend council meetings as an observer and if the council by majority vote so directs, then that person(s) must immediately leave the meeting.
- (2) Despite subsection (1), no observers may attend those portions of a council meeting 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) *in-camera* council meetings; and
 - (d) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

3.10 Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second deciding vote.

- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.
- (4) A vote at a council meeting may be conducted by email subject to the following conditions:
 - (a) at least a majority of council members eligible to vote at a council meeting must respond to the request for an email vote by voting in favour of the resolution, voting against the resolution or abstaining and this vote shall be delivered to the Strata Corporation email address as soon as practically possible after the date of the request;
 - (b) if a council member objects to the email vote or if a majority fail to respond to the request for an email vote, then the vote shall be postponed until the next duly convened council meeting;
 - (c) subject to subsection (b), a resolution receiving email votes in favour from a majority of council members shall be deemed to be approved; and,
 - (d) the vote taken by email shall be recorded in the council minutes and distributed to the owners as soon as feasible.
- (5) If a council meeting is held by email, council members are deemed to be present in person and notice of the meeting is deemed to have been waived.

3.11 Council meeting minutes

The owners must be informed of all council meetings, excluding *in-camera* meetings where no decision is made, within two (2) weeks of the meeting.

3.12 Delegation of council's powers and duties

- (1) The council may delegate some or all of its powers and duties to a strata manager except spending powers or duties.
- (2) 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,
 - (c) whether a person should be denied access to a recreational facility,
 - (d) whether a person should be required to pay the reasonable costs of remedying a contravention of the bylaws, or rules, or
 - (e) whether an owner should be exempted from a bylaw that prohibits rentals.

3.13 Unapproved expenditures

- (1) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (2) Pursuant to subsection 98(2) of the Act, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is \$15,000.00 or less, and the owners are informed of such expenditure as soon as practicably possible after same is made.

3.14 Limitation of liability of council member

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

3.15 Small Claims Actions

- (1) Pursuant to section 171(4) of the Act, a $\frac{3}{4}$ vote of owners to bring a suit against an owner or other person to collect money owing to the Strata Corporation under the Small Claims Act, including money owing as a fine, is not required.
- (2) The council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect money owing without the requirement for a further vote or approval of the owners at a general meeting.

3.16 Landscape Committee

- (1) The Council shall appoint up to three (3) owners, one of whom must be a council member, to a landscape committee who will be responsible for the landscaping and irrigation system.
- (2) The committee will deal directly with the landscaping contractors and approve all invoices before payment.
- (3) The committee will report to the council at the monthly council meetings.
- (4) The committee will be restricted to the expenditure of funds set out in the annual budget.

4 Enforcement of Bylaws and Rules

4.1 Maximum fines

- (1) The Strata Corporation may fine an owner or tenant a maximum of
 - (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
 - (c) \$500.00 for each contravention of bylaw 6.8 (1).
- (2) Unless otherwise stated in these bylaws, the fines for contravention of these bylaws shall be as follows:
 - (a) \$50.00 for a first contravention.
 - (b) Increasing by \$50.00 each seven (7) days to a maximum of \$200.00 for continuing contravention as per section 4.1 (1).
 - (c) \$100.00 for a second contravention of the same bylaw.

4.2 Continuing contravention

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

5 Annual and Special General Meetings

5.1 Person to chair meeting

- (1) The president of the council must chair annual and special general meetings.
- (2) If the president of the council is unwilling or unable to act, the vice president of the council must chair the meeting.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

5.2 Voter eligibility

- (1) At an annual or special general meeting each strata lot has one (1) vote, either in person or by proxy.
- (2) Despite subsection (1) the vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under section 116 (1) of the Act.

- (3) Persons who are in conflict of interest with a motion before the assembly must leave the meeting during discussion and voting.

5.3 Participation by other than eligible voters

Persons who are not eligible to vote may attend annual and special general meetings at the discretion of the chair.

5.4 Quorum for Annual or Special General Meeting

- (1) Business must not be conducted at an annual or special general meeting unless a quorum is present.
- (2) A quorum for an annual or special general meeting is 1/3 of the Strata Corporation's eligible votes, present in person or by proxy.
- (3) If, within fifteen (15) minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, and in any case, the meeting stands adjourned to thirty (30) minutes from the time appointed for the meeting, at the same place, but, if at the end of that period a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum.

5.5 Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter or the chair requests a precise count or secret ballot.
- (3) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
- (4) Despite anything in this section, an election of council must be held by secret ballot.
- (5) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (6) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

5.6 Order of business

- (1) The order of business at annual or 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 the minutes from the last annual or special general meeting;
 - (g) 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;
 - (h) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (i) report of insurance coverage in accordance with section 154 of the Act;
 - (j) deal with unfinished business;
 - (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.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

5.7 Electronic general meetings

- (1) The council may hold an annual or special general meeting by electronic means, including special general meetings demanded by 20% of the Strata Corporation's votes pursuant to section 43 of the Act or by 25% of the Strata Corporation's votes pursuant to bylaw 3.4(4), including by telephone conferencing, video conferencing or any other electronic means approved by council, so long as all authorized participants and eligible voters can communicate with each other during the meeting.
- (2) If an annual or special general meeting is held by electronic means, eligible voters and authorized participants are deemed to be present in person or by proxy.
- (3) An authorized participant means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent or any other person authorized by council to attend prior to the meeting.

5.8 Notice requirements

- (1) The Strata Corporation must provide at least 2 weeks' written notice of an electronic annual or special general meeting, excluding a general meeting to address a winding-up resolution which requires at least 4 weeks' written notice.
- (2) The notice of meeting must be provided to all of the following:
 - (a) every owner, whether or not a notice must also be sent to the owner's mortgagee or tenant;
 - (b) every mortgagee who has given the Strata Corporation a Mortgagee's Request for Notification under section 60 of the Act; and,
 - (c) every tenant who has been assigned a landlord's right to vote under section 147 or 148 of the Act, if the Strata Corporation has received notice of the assignment.
- (3) The Strata Corporation must provide the notice of meeting to persons entitled to notice pursuant to section 61 of the Act including by email only if the person has provided an email address and consented in writing to receiving notices, records or documents from the Strata Corporation by email.
- (4) The Strata Corporation must include the following information with the notice of meeting:
 - (a) the date, time and electronic and/or physical address for registration and the time that the meeting will be called to order for purposes of establishing quorum pursuant to Consolidated Bylaws 5.4;
 - (b) the login information to attend the meeting electronically, if applicable;
 - (c) registration and voting instructions;
 - (d) proposed form of optional proxy to be used at the meeting;
 - (e) an agenda pursuant to these bylaws, section 46 of the Act and otherwise as determined by council;
 - (f) a description of matters that will be voted on at the meeting, including the proposed wording of any resolution requiring a $\frac{3}{4}$ vote, 80% vote or unanimous vote;
 - (g) any other information required by section 45 of the Act;
 - (h) if the meeting is an annual general meeting, the notice must include:
 - (i) the budget pursuant to *Regulation 6.6*;
 - (ii) schedule of proposed fees for the next fiscal year showing adjustments for any change and separate contributions for the operating fund and the contingency reserve fund;
 - (iii) the financial statement pursuant to section 103 of the Act and Regulation 6.7;

- (iv) report on insurance coverage pursuant to section 154 of the Act including the insurance binder summary provided by the insurance broker; and,
 - (v) the nomination and voting process for the election of council;
- (i) confirmation that votes must be cast by eligible voters at the time the vote is taken during the voting window at the general meeting;
- (5) The Strata Corporation may provide the following information with the notice of meeting:
 - (a) procedure to electronically activate a virtual ballot and/or virtual voting card during registration for the purpose of identifying the strata lot, calculating votes and auditing votes during the meeting;
 - (b) procedure for appointing scrutineers and confirmation of the scrutineer's role during the meeting;
 - (c) the procedure for counting the votes, calculating the votes, recording the votes and reporting the outcome of the vote;
 - (d) confirmation of the voting methods that may be used during the voting window at the general meeting, including any one or more of the following methods:
 - (i) roll call or other polling method;
 - (ii) casting votes digitally by electronic means;
 - (iii) in person voting at a predesignated voting location(s);
 - (iv) any other feasible and practical voting method determined by council given the size and composition of the Strata Corporation; and,
 - (e) any other information in the discretion of council.

5.9 Person to chair electronic meeting

- (1) Annual and special general meetings held by electronic means must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the electronic meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the electronic 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.
- (4) The secretary of the council shall prepare the minutes of the electronic meeting.
- (5) If the secretary of the council is unwilling or unable to act, the minutes of the electronic meeting must be prepared by an authorized person or eligible voter appointed by the chair.
- (6) The chair may appoint authorized participants and/or eligible voters to assist with practice and procedure during the electronic meeting.
- (7) Persons who are not eligible to vote or are not authorized participants cannot participate in the discussion at a general meeting held by electronic means.

5.10 Voting at electronic meeting

- (1) At an annual or special general meeting held by electronic means, registration, verification of proxies, participation and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll.
- (2) All matters will be decided by majority vote at an electronic annual or special general meeting unless a different voting threshold is required or permitted by the Act or the regulations.
- (3) The outcome of a vote on a resolution must be announced by the chair and recorded in the minutes of the meeting.
- (4) If a precise vote is requested, the chair must decide whether the vote will be by roll call or some other method.

- (5) The outcome of each vote requiring a precise count, including the number of votes for and against the resolution and any abstentions must be announced by the chair and recorded in the minutes of the meeting.
- (6) If there is a tie vote on any matter at an electronic annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (7) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
- (8) The votes on a resolution at an electronic meeting may be cast by eligible voters during the voting window using any one of the following voting methods:
 - (a) email;
 - (b) digital electronic voting, if feasible and available;
 - (c) show of voting cards or ballots if visual electronic communication is feasible and available;
 - (d) call of the roll or a polling method that identifies eligible voters, the vote and the number of votes cast;
 - (e) any other electronic method that identifies eligible voters, the vote and the number of votes cast; and/or,
 - (f) in person voting at a predesignated voting location(s).
- (9) Amendments to resolutions and the budget may be voted upon by calling the roll or by any other electronic method so long as the chair can determine the outcome of the vote by all eligible voters during the meeting.
- (10) After the voting window is closed at the meeting:
 - (a) the total number of votes cast by the eligible voters on each resolution including ballots cast during the voting window and proxy votes will be calculated;
 - (b) restricted proxy votes must be addressed pursuant to the owner's instructions;
 - (c) the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favour, against, abstentions and whether the resolution was approved or defeated; and,
 - (d) the outcome of the vote must be recorded in the minutes of the meeting.
- (11) An owner will not be entitled to vote at an electronic 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 Act.
- (12) Subject to a majority vote of eligible voters at the meeting to destroy the ballots and proxies, the Strata Corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years after which they shall be destroyed.

5.11 Order of business for electronic meeting

- (1) The order of business at annual and special general meetings held by electronic means is as follows:
 - (a) certify proxies;
 - (b) activate virtual ballots and/or voting cards included with the notice package;
 - (c) verify eligible voters present electronically in person or by proxy and participating in the meeting by calling the roll;
 - (d) establish and announce quorum;
 - (e) call the meeting to order;
 - (f) elect a person to chair the meeting, if necessary;
 - (g) report the method of notice of the meeting;
 - (h) approve the agenda;
 - (i) confirm procedures and voting methods for the meeting;
 - (j) approve minutes from the last annual or special general meeting;

- (k) receive reports that relate to the order of business;
 - (l) ratify any new rules made by the strata corporation under section 125 of the Act included in the notice of meeting;
 - (m) report on insurance coverage as part of an electronic annual general meeting in accordance with section 154 of the Act;
 - (n) vote on the proposed budget for the coming year in accordance with section 103 of the Act, if the meeting is an electronic annual general meeting;
 - (o) deal with new business and resolutions, including any matters about which notice has been given under section 45 of the Act;
 - (p) confirm the procedure and method for electing council;
 - (q) conduct balloting and vote on agenda items, resolutions, budget, election of a council and other business, as applicable, during the meeting using the voting methods adopted for the meeting;
 - (r) terminate the meeting.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

6 Renting or leasing of strata lot

6.1 Rental prohibition

Subject to any available exemptions under the Act, the rental of a strata lot in the Strata Corporation is prohibited.

6.2 Purpose of the rental prohibition bylaw

The Strata Corporation wishes to prohibit the rental of strata lots for the following reasons:

- (a) to protect the preferred lifestyle of the community by encouraging owner-occupation of the residential strata lots; and,
- (b) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale.

6.3 Exemption procedure

An owner who wishes to lease or rent his strata lot pursuant to a statutory exemption provided for under the Act shall follow the following procedure:

- (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a statutory exemption and the application shall include the following:
 - (i) name(s), address(es), and telephone number(s) of all persons who intend to occupy the strata lot during the term of the lease or rental;
 - (ii) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
 - (iii) any other information or documents as may reasonably be requested by the Strata Council;
- (b) prior to renting to a prospective tenant, comply with section 146 of the Act by giving the prospective tenant:
 - (i) the current bylaws and rules; and,
 - (ii) a Notice of Tenant's Responsibilities (Form K);
- (c) provide the Strata Corporation with the signed Form K within seven (7) days of renting all or a portion of the strata lot.

6.4 Application of bylaw

A bylaw that prohibits rentals does not apply to a strata lot until the later of:

- (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,

- (b) one year after the bylaw is passed.

6.5 Bylaw exemption to family or family members

- (1) This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
- (2) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
- (3) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least two (2) years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

6.6 Hardship exemption

- (1) Rentals may be permitted pursuant to section 144 of the Act on grounds that the bylaws create a hardship on the owner.
- (2) An owner may provide written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:
 - (a) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (b) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within four (4) weeks after the date the application is given to the Strata Corporation.
- (3) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
 - (a) within one (1) week after the hearing; or
 - (b) if no hearing is requested, within two (2) weeks after the application is given to the Strata Corporation.
- (4) An exemption granted by the Strata Corporation may be for a limited time.
- (5) The Strata Corporation must not unreasonably refuse to grant an exemption based on hardship.

6.7 Rental disclosure statement exemption

Subject to the one-year grace period set out in 143(1) of the Act, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement ("Designated Rental strata lot") and all the requirements set out in s. 139 of the Act have been met, this rental prohibition bylaw does not apply to a Designated Rental strata lot until the earlier of:

- (a) the date the strata lot is conveyed by the first owner of the strata lot other than the owner developer, and
- (b) the date the rental period expires, as disclosed in the Rental Disclosure Statement.

6.8 Remedy and fines

- (1) An owner who leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the council in an amount not to exceed \$500.00 for each seven (7) day period that the strata lot is rented in contravention of these bylaws.
- (2) A zero tolerance or strict compliance policy with respect to the Rental Prohibition Bylaw is required to ensure the desired lifestyle is achieved in the Strata Corporation. The Strata Corporation is directed to strictly enforce these bylaws against violating Owners and tenants.
- (3) The Strata Corporation shall pursue a violation of the Rental Prohibition Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Supreme Court to compel an Owner or tenant to comply with the bylaws. If a person occupies a strata lot in violation of these bylaws, the Strata Corporation reserves

the right to request relief from the Supreme Court tantamount to an eviction order. Special costs or full indemnity of legal costs as between a solicitor and his or her client shall be payable to the Strata Corporation by a tenant or Owner violating these bylaws.

7 Voluntary dispute resolution

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if all the parties to the dispute consent, and the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
 - (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

8 Severability

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

9 Privacy policy

- (1) The Strata Corporation is committed to protecting the personal information of Residents.
- (2) The Strata Corporation collects personal information for the following reasons:
 - (a) to identify and communicate with the Residents;
 - (b) to register digital ballots and/or voting cards during an electronic annual or special general meeting;
 - (c) to process payments;
 - (d) to respond to emergencies;
 - (e) to ensure the orderly management of the Strata Corporation;
 - (f) to comply with legal requirements imposed by the Act and other applicable laws; and,
 - (g) to authorize the use of video and other surveillance to ensure the safety and security of the Strata Corporation's Residents and their visitors.
- (3) Typically, the Strata Corporation collects the following information from or about Residents:
 - (a) names, addresses, emails, phone numbers and vehicle licence plates;
 - (b) banking or credit card information;
 - (c) emergency contact information;
 - (d) names of family members living with an owner or occupying a strata lot;
 - (e) debts owed to the Strata Corporation by an owner;
 - (f) vehicle description/license plates; and,
 - (g) pet information.
- (4) Except where the Strata Corporation is legally authorized or consent is otherwise not required, the Strata Corporation will seek consent from a Resident before collecting, using or disclosing personal information.
- (5) Consent is not required in the following circumstances:
 - (a) collection of information pursuant to the Act or any other law;

- (b) collection, use or disclosure of personal information of an employee of the Strata Corporation to establish, manage or terminate the employment relationship provided that the employee is notified of the collection, use or disclosure;
- (c) recording the name and unit number or strata lot number of :
 - (i) the mover or seconder to a motion at a general meeting, unless that person withdraws his or her consent in which case he or she will not be permitted to move or second a motion;
 - (ii) a person attending as a visitor at a council meeting; and,
 - (iii) a council member who is not in attendance at a council meeting;
- (6) The Strata Corporation will not collect, use or disclose personal information of a Resident except for the identified purposes set out in this bylaw or as otherwise permitted by law without the Resident's consent which may be given either orally or in writing.
- (7) Consent will be implied when the purpose of collecting, using or disclosing personal information is considered obvious and the Resident voluntarily provides his or her personal information for that obvious purpose.

9.1 Electronic recording

- (1) A person shall not electronically record a council meeting using an audio and/or visual recording device of any kind, unless the council authorizes such a recording by a majority vote of those council members present at the beginning of that meeting.
- (2) A person, including the Strata Corporation, shall not electronically record a general meeting using an audio and/or visual recording device of any kind, unless the owners approve such a recording by a majority vote of eligible voters present at the meeting in person or by proxy at the time the vote is taken.
- (3) Upon receipt of a written request from an authorized person, the Strata Corporation will disclose letters forming the subject matter of a complaint under the Act or the bylaws to a person who is the subject matter of that complaint.
- (4) The Strata Corporation will only collect, use or disclose the personal information that is necessary to fulfill the identified purposes set out in this bylaw and will not collect, use or disclose personal information in other circumstances without the prior consent of the Resident.

9.2 Accuracy and correction of personal information

- (1) The Strata Corporation will make reasonable efforts to ensure that any personal information collected, used or disclosed is accurate and complete.
- (2) If a Resident becomes aware that the personal information under the Strata Corporation's control needs to be corrected, then that Resident should advise the Strata Corporation about the correction in writing.
- (3) If the Strata Corporation is satisfied that a Resident's request for correction is reasonable, then the Strata Corporation will as soon as reasonably possible thereafter:
 - (a) correct the personal information; and,
 - (b) send the corrected personal information to the Resident and each organization which received disclosure of such information from the Strata Corporation in the year prior to the correction.
- (4) If the personal information is not corrected, then the Strata Corporation must note on documents or records in its custody or control containing such personal information that the Strata Corporation received a request for correction.
- (5) The Strata Corporation does not require consent to collect, use or disclose the following:
 - (a) with respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number and the unit entitlement of the owner's strata lot;

- (b) information authorized by a bylaw;
 - (c) the names and addresses of mortgagees who have filed a Mortgagee's Request for Notification;
 - (d) the names of tenants of a strata lot, if any;
 - (e) with respect to council members, the names and mailing addresses;
 - (f) information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy; and,
 - (g) information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry or a printed or electronic publication.
- (6) Except where withdrawing consent would frustrate the performance of a legal obligation, a Resident can withdraw consent at any time by giving the Strata Corporation reasonable notice. If consent is withdrawn, then the Strata Corporation will inform the person withdrawing consent of the likely consequences of taking that step.
 - (7) The Strata Corporation will only retain personal information for as long as is necessary to fulfill the identified purposes or as long as is required for a legal or business purpose. If the information of a Resident is used to help the Strata Corporation render a decision, the information will be retained for a period of one (1) year.
 - (8) The Strata Corporation will implement reasonable security arrangements to prevent against risks associated with the improper collection, use or disclosure of personal information, including, but not limited to unauthorized access, copying, modification or disposal of personal information.

9.3 Third party compliance with privacy policy

- (1) If the Strata Corporation retains another organization to do work for the Strata Corporation that involves personal information, the Strata Corporation must:
 - (a) ensure that there is an agreement in place that commits that organization to adhere to its' privacy policy; and,
 - (b) inform Residents of the agreement as soon as feasible.

9.4 Access to personal information

- (1) A Resident is entitled to access his or her own personal information under the Strata Corporation's control and is entitled to know how that information has been used or disclosed.
- (2) Any request by a Resident for access to his or her own personal information must be made in writing and directed to the Strata Corporation's privacy officer.
- (3) The Strata Corporation will respond to a written request within 30 days of receipt of the request and the Strata Corporation may, in appropriate circumstances, extend the response period.
- (4) In providing a response, the Strata Corporation will:
 - (a) inform the requesting party whether he or she is entitled to access the requested information, and if access is denied, the reason for the denial; and,
 - (b) provide the name and contact information of the Strata Corporation's privacy officer who can answer any questions about the response.
- (5) Subject to litigation privilege, solicitor/client privilege or a court order to the contrary, the Strata Corporation is not required to redact personal information or to edit out certain information before providing access to or copies of records or documents to an authorized person pursuant to sections 35, 36 and 59 of the Act.
- (6) The Strata Corporation may charge a fee for a copy of a record or document provided pursuant to this bylaw of not more than \$.25/page pursuant to *Regulation 4.2 (1) of the Strata Property Regulations*.

- (7) If a requesting person is not satisfied with a response from the Strata Corporation, then that person may address the matter with the British Columbia office of the Information and Privacy Commissioner.

END OF DOCUMENT