

BYLAWS STRATA PLAN EPS 5669 “THETIS LAKESIDE”

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

Payment of strata fees and special levies

- 1**
- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (2) Where an owner fails to pay strata fees in accordance with bylaw 1.1, outstanding strata fees will be subject to an interest charge of ten percent (10%) per annum, compounded annually.
 - (3) An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
 - (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
 - (5) Where an owner fails to pay a special levy in accordance with bylaw 1.4, outstanding special levies will be subject to an interest charge of ten percent (10%) per annum, compounded annually.
 - (6) An owner shall pay to the strata corporation its actual legal fees and disbursements incurred by the strata corporation in collecting overdue strata fees and special levies, including the costs of issuing a demand letter.

Repair and maintenance of property by owner

- 2**
- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3**
- (1) A resident, owner, occupant or visitor must not use a strata lot, the limited common property, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (i) causes unreasonable noise,
 - (ii) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (iii) is illegal, or
 - (iv) 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) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner is responsible for any damage caused to common property, limited common property, or common assets, by occupants, tenants or visitors to the owner's strata lot.
- (4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (5) A resident 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.
- (6) An owner, tenant, occupant or visitor must not use or permit a strata lot to be used for any purpose other than as a residence and must not use a strata lot or permit a strata lot to be:
 - (a) used for commercial purposes or activities, including, but not limited to the following:
 - (i) vacation, travel or temporary accommodations;
 - (ii) short-term rentals of less than ninety (90) days;
 - (iii) hotel or hotel like accommodations;
 - (iv) bed and breakfast;
 - (v) Airbnb, Vrbo, or any other vacation, travel, short-term or temporary accommodation arrangements; and/or
 - (vi) any licensing agreements for short-term accommodations;
 - (b) advertised or listed as available for rent on any vacation, travel, temporary or short-term accommodation websites of any type or in any print media for any of the uses set out in bylaw 3.6.a;
 - (c) used in a manner which would increase the foot traffic and vehicle traffic on common property;
 - (d) used in a manner which requires regular attendance of clients, customers, contractors, agents or other workers other than those who reside within the Strata Corporation;
 - (e) used in a manner which run contrary to the bylaws of the Town of View Royal or contrary to any other applicable codes, bylaws, regulations and enactments;
 - (f) used in a way that would compromise the strata corporation's insurance policy or increase the strata corporation's liability risk.

- (6.1) For the purpose of this bylaw, short term rentals, short-term license agreements, temporary accommodations or other short-term accommodation referred to in bylaw 3.6 is defined as any lease, tenancy agreement, license agreement, or agreement to occupy a strata lot that is for a period of less than ninety (90) days, whether done so on a continuous, semi-continuous or on a single basis for short term accommodation purposes.
- (7) A resident of a strata lot must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small terrarium and aquarium animals provided that:
 - (i) reptiles, exclusive to turtles, lizards, chameleons, geckos and iguanas, are permitted;
 - (ii) arachnids, such as spiders and scorpions, are not permitted;
 - (b) a reasonable number of small caged animals provided that:
 - (i) leporids, such as rabbits and hares, are permitted;
 - (ii) rodents, exclusive to chinchillas, guinea pigs, hamsters and gerbils, are permitted;
 - (c) not more than two cats or dogs, or one of each.
- (7.1) A pet owner must ensure that a pet is kept quiet, controlled and clean. All waste on the owner's limited common property that is a common asset must be disposed of.
- (7.2) A resident or visitor must not keep any pets on common property or on land that is a common asset.
- (8) Signs may not be installed in any strata lot, or on any common property, unless evidence of municipal approval has been provided to the strata corporation and it has approved the size, design and location of such signs. The strata corporation must act reasonably in giving or withholding such approval. The strata corporation must notify an applicant for such approval or its decision within 30 days of the delivery of an application to the strata corporation.
- (9) No resident may allow a strata lot to become unsanitary or untidy. Rubbish, dust garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in a strata lot, on common property, or on limited common property. The strata corporation may enter a strata lot for the purpose of removing any such material, and any expenses incurred by the strata corporation to enter a strata lot, as well as to remove such refuse, will be charged to the owner.
- (10) All normal garbage must be securely wrapped and placed in designated containers.
- (11) All recyclable material must be kept in designated containers.
- (12) All refuse other than normal everyday garbage and recyclable material must be removed from the strata development.

- (13) Owners shall maintain their limited common property and all items located on such limited common property in good order. For balconies and patios, furniture, plants and planter boxes, garden tools (hidden from external view), garden ornaments, and free-standing trellis or latticework for climbing plants are acceptable to be placed on balconies or patios. Trellis and latticework shall be no higher than the height of the balcony railings and shall not be in contact with a building wall. Planter boxes that have water drainage must have a drip saucer under them. Residents/owners must contact strata council before placing items other than those mentioned on a balcony or patio.
- (14) All owners, tenants, occupants, and visitors shall immediately remove animal waste, which includes feces, urine, or other excrement, digestive emission, urea, or similar substance, left by their animal from the common property and limited common property.

Inform strata corporation

- 4** (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5** (1) An owner, as part of its application to the strata corporation for permission to alter a strata lot must;
- (a) submit, in writing, detailed plans and a description of the intended alteration; and
 - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) fully comply with any building scheme registered against the lands.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (2(1), but may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, that:
- (a) alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) the standard of work and materials be not less than that of the existing structures;
 - (c) all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) the owner from time to time of the strata lot making the alterations must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations;
 - (e) the owner from time to time of the strata lot making the alterations shall indemnify and shall hold harmless the strata corporation for any liability and costs in any way related to the alteration;

- (3) No owner may install window coverings of other than neutral colours without permission of the strata corporation, and no words, designs or obscenities may be visible from the outside.
- (4) No owner may hang signs, banners, or other apparatus from the exterior of their units of other than flags of Canada or a province or territory within Canada without permission of the strata corporation.

Obtain approval before altering common property

- 6
- (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. The strata corporation shall have due regard to restrictions on changes to common property contained in the Act (presently contained in section 71).
 - (2) An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
 - (a) submit, in writing, detailed plans and descriptions of the intended alteration; and
 - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council.
 - (3) The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, that:
 - (a) alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) the standard of work and materials be not less than that of the existing structures;
 - (c) all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets; and
 - (e) the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets shall hold harmless the strata corporation for any liability and costs in any way related to the alteration.

Renovations/alterations

- 7
- (1) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
 - (2) An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays.

- (3) An owner in contraventions of any of bylaws 7.1 and 7.2 shall be responsible for any clean up or repair costs.

Permit entry to strata lot

- 8** (1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (b) must include the date and approximate time of entry, and the reason for entry.

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Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 9** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

- 10** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

- 11** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

Irregularities

- 12** All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Removing council member

- 13** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

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

Officers

- 15** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (i) 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.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 16** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
- (i) consent in advance of the meeting, or
- (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Quorum of council

- 17** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 18** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 19** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, 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.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 21** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.

- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 22** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

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

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

- 24** (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) if not otherwise specified in this subsection,
 - (i) \$200 for each contravention of a bylaw, and
 - (ii) \$50 for each contravention of a rule;
 - (b) \$500 for each contravention of a bylaw that prohibits or limits rental of a residential strata lot, and
 - (c) \$1000 for each contravention of a bylaw that prohibits or limits use of all or part of a strata lot for remuneration as vacation, travel or temporary accommodation.
- (2) The council must, if it determines in its discretion that an owner, tenant or occupant is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

Continuing contravention

- 25** Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule:
- (a) continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days; Or
 - (b) in the case of a bylaw described in section 24.1.c, a fine may be imposed daily

Division 5 — Annual and Special General Meetings

Person to chair meeting

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

Participation by other than eligible voters

- 27** (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

- 28** (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 requests a precise count.
- (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) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

Order of business

- 29** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (h) elect a council, if the meeting is an annual general meeting;
 - (m) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

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

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Division 7 — Marketing Activities by Owner Developer

Display lot

- 31** (1) An owner developer may use the common property to facilitate the completion of construction, and sale or lease, of strata lots that it owns for up to 36 months from the date of registration of the strata plan.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
- (3) Until the completion of all construction, and the sale of all strata lots owned by an owner developer, it may store and secure building and other materials on such parts of the common property and any strata lots it owns as it deems appropriate, and may secure such items without providing keys to the strata corporation.
- (4) Notwithstanding anything to the contrary in these bylaws, but subject to municipal regulation, an owner developer may carry on sales functions and may display any signs it wishes, on the common property, any limited common property, or a strata lot, relating to the marketing of any strata lot, and shall be entitled to the unlimited access over common property.

Driveways and Parking

- 32** (1) A resident must not permit any oversized, commercial or recreational vehicle to enter or be parked or stored on common property, limited common property or land that is a common asset. Council may determine from time to time criteria for what constitutes oversized, commercial or recreational vehicles, and such criteria shall be binding.
- (2) An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant unless otherwise agreed to by the strata council.
- (3) No resident or visitor may leave a vehicle parked or unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- (4) All driveways and road accesses must be kept clear for fire department and emergency vehicles at all times.
- (5) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (6) A resident must not park or store any vehicle that drips oil or gasoline. A resident must remediate any dripped oil, gasoline or other automotive residue to the satisfaction of the strata corporation.
- (7) No car or truck measuring more than 2.14 meters wide (excluding mirrors) and 5.8 meters long may be parked on common property.

- (8) Residents shall not permit the parking of vehicles on common or limited common property that:
- (a) do not bear current motor vehicle licenses;
 - (b) are not insured;
 - (c) are not roadworthy;
 - (d) drip oil or gasoline; or
 - (e) contain the storage of flammable materials such as paper, tires, solvents, flooring, or wood products.
- (9) Owners shall not permit the parking of vehicles regularly driven by residents of a strata lot, in parking stalls designated for use by visitors.
- (10) An invitee may park a vehicle in visitor parking provided that:
- (a) The purpose of parking in visitor parking is to visit a resident for Access.
 - (b) A visitor using visitor parking must display a valid visitor parking pass displaying the strata lot number of the unit being visited;
 - (c) The vehicle parked in visitor parking displaying a valid visitor parking pass for no more than 3 consecutive days.
 - (d) Visitors displaying a valid parking pass may park in the visitor parking for longer than 3 but no more than 12 consecutive days by seeking permission from the Strata Council.
 - (e) Visitors parking in visitor parking without the appropriate approval, or displaying a valid visitor parking pass constitutes a breach of bylaws 3.20. The strata corporation shall be entitled to tow such vehicle, and the owner of such vehicle or the unit the vehicle occupants were visiting shall be responsible for all related cost.
- (11) No owner, tenant, or occupant shall:
- (a) park a vehicle in visitor parking;
 - (b) park in an area in which parking is prohibited; or
 - (c) store anything other than a motor vehicle in a parking stall.
- (12) Where a vehicle:
- (a) Constitutes a breach of these bylaws, the Strata Corporation shall be entitled to tow such vehicle, and the owner of such vehicle or the residents where visiting shall be responsible for all related cost.
- (13) The Visitor Parking lot is exclusively for visitors. In order to keep these spaces available for short-term visitors (those visitors staying less than 12 nights/times in a calendar month), owners, occupants, and tenants are responsible for advising their visitors where to park. A visitor staying 12 or more nights/times in a calendar month will be considered to be an occupant for the purposes of this bylaw.

- (14) The Strata Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty-four (24) hours from the date of delivery of such notice, the Strata Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (15) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (16) In addition to the rights conferred by these bylaws, the Strata Council has the right to immediately tow any vehicle which is parked in violation of these bylaws.
- (17) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

Small Claims Court Proceedings Authorization to Proceed

- 33** The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Personal Information and Privacy

- 34**
- (1) Application of Personal Information Protection Act (PIPA) - The Strata Corporation will adopt the provisions of PIPA, as amended from time to time, and the additional sections outlined below into these bylaws. The Strata Corporation must appoint a privacy officer.
 - (2) Consent - It is understood that by enacting these bylaws, owners consent to the collection, use and disclosure of personal information by the Strata Corporation.
 - (3) Delegation - The Strata Corporation may delegate its authority to collect, use and disclose personal information to another organization, such as a property management company, in order to manage Strata Corporation business.
 - (4) Purposes for Collection, Use or Disclosure of Personal Information
 - (1) The purpose for which the Strata Corporation will collect, use or disclose personal information include:
 - (a) Identify and communicate with each Strata unit owner/and or tenants;
 - (b) Process Strata fee payments;
 - (c) Respond to emergencies;
 - (d) Ensure the orderly management of the Strata Corporation;
 - (e) Comply with legal requirements; and

- (f) Allow for the use of video surveillance to ensure the safety of owners/tenants/guests to the Strata Corporation property.
- (5) Definition of Personal Information
- (1) The definition of "personal information" has the same meaning as in section 1 of the Personal Information Protection Act (PIPA) and can include, but is not limited to, the following examples:
- (a) Name, address, and phone numbers of owners and tenants
 - (b) Email address of owners and tenants
 - (c) Banking information
 - (d) Emergency contact information
 - (e) Vehicle description and license plate numbers
 - (f) Pet information
 - (g) Key fob information
 - (h) Video images
- (6) Collection, Use and Disclosure of Personal Information
- (1) The Strata Corporation will not collect, use or disclose personal information except for the purposes as outlined in section 4 above unless it has received further consent from the individual to which the collection, use or disclosure affects, or as permitted or required under PIPA
- (2) The Strata Corporation will ensure that its delegate, if applicable, adheres to the Strata Corporation's privacy policies.
- (7) Video Surveillance
- (1) The purposes, locations, and field of vision of the cameras for which video surveillance will be used are for safety of owners/tenants/guests to the Strata Corporation property.
- (2) The cameras are located in common property areas.
- (3) The camera field of vision at the front doors includes elevator door, front door entrance, and the stairwell door. The camera field of vision for the parking garages includes apportion for the visitor parking lot and the entrance gate.
- (4) The cameras are operational 24 hours a day.
- (5) Only members of the Strata council are permitted to monitor and access system information if needed.
- (6) Video information from the cameras is transmitted to a locked surveillance room located in the strata office
- (7) All recordings are:
- a. Time and date stamped; and
 - b. Erased every 30 days unless there is an incident, in which case, the video images may be retained for 1 year.
- (8) When recordings are accessed by Strata council, a log is kept in the surveillance room indicating the reason for accessing the recordings and the time and date of entry and exit.
- (8) Requests for information

- (1) Requests for personal information must be made in writing and provide sufficient details to identify the personal information being sought. Requests from a public body or a law enforcement agency should also include the statutory authority for making the request and include the file number of the incident.
- (2) Neither PIPA nor these bylaws give an individual the right to request and receive someone else's personal information unless that other individual provides written authorization for that access.
- (3) Requests permitted under PIPA or these bylaws are to be directed to the Privacy Officer (Strata Property Manager), designated by the Strata council,
- (4) The Privacy Officer will provide a response to the request within 30 days, unless extended under section 31 PIPA.
- (5) If the response is a refusal, the response will contain:
 - (a) the reasons for the refusal and the provision of PIPA or these bylaws on which the refusal is based;
 - (b) the Privacy Officer's contact information who can answer the applicants questions about the refusal; and
 - (c) the ways in which the applicant can have the refusal reviewed by a commissioner employed by the Office of the information & Privacy Commissioner, as set out in section 47 PIPA.
- (9) Complaints, Concerns or Questions
 - (1) Owners will direct any complaints, concerns or questions regarding the collection, use and disclosure of personal information to the Privacy Officer.
- (10) Severability
 - (1) The provisions of this bylaw 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.

Move-Ins and Move-Out Fees

- 35**
- (1) The Strata Corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council deems necessary.
 - (2) A \$150.00 move-in fee will be charged each time there is a change in occupancy of strata lot by virtue of:
 - (a) An owner purchasing a strata lot and taking occupancy of that strata lot;
 - (b) An owner giving occupancy to a relative in accordance with the Strata Property Act; or
 - (c) An owner leasing the strata lot to a tenant.

Smoking Prohibition Bylaw

- 36**
- (1) No smoking is allowed:

- (a) in strata lots and the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
 - (b) on limited common property;
 - (c) on patios or balconies; and
 - (d) on exterior common property within 8 meters (26 feet) of a door, window or air Intake.
- (2) "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, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoking" includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes or vaporizers, marijuana or cannabis smoking, and crack cocaine smoking.
- (3) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.

Electric Vehicle Supply Equipment (EVSE) & Charging User Fees Bylaw

- 37** (1) An owner who has the exclusive use of a parking stall that has Electric Vehicle Supply Equipment installed will have:
- (a) a minimum fee of \$50 per month; and
 - (b) any increase in fee:
 - (i) determined by direct metering of the power consumed using internal meter available in some charging station models or a dedicated revenue grade meter;
 - (ii) determined by averaging the indirect metering of the power consumed from multiple user's using the meter connected to an electrical panel; and/or
 - (iii) determined by the recovery of operating or maintenance costs.
- (2) Electric Vehicle charging is prohibited from any common property standard 110/120-volt electrical outlet.