BYLAW REGISTRATION

STRATA PLAN BCS 1389
UPLANDS

BYLAWS

Attached are the Bylaws for Strata Plan BCS 1389. For legal purposes, please obtain a true copy of the Bylaws as registered in the Land Title Office.

Please note: This Bylaw package may or may not contain the basic Bylaws of the Strata Property Act.

STRATA PLAN BCS 1389
UPLANDS BYLAWS

Registration Date:	Registration #:
May 14, 2018	
August 12, 2021	CA9272066
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THE OWNERS, STRATA PLAN BCS 1389
UPLANDS

Definitions

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**Act**"). For the purposes of these bylaws:

(a) "**alteration**" includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;

(b) "**common property**" includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;

(c) "**residents**" means collectively, owners, tenants and occupants and "**a resident**" means collectively, an owner, a tenant and an occupant;

(d) "**strata council**" means council as required under the Act;

(e) "**strata council majority vote**" means a vote in favour of a strata council resolution by more than ½ of the votes cast by strata council members who are present in person at the time the vote is taken and who have not abstained from voting;

(f) "**strata insurance**" means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to:

(a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of up to $50.00 for each month that the subject strata fees are outstanding.

2.3 An owner must provide the strata corporation or its agent with

(a) 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

(b) if applicable, written authorization for monthly automatic debit from the owner's bank account.

2.4 Failure by an owner to submit a strata fee cheque, twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of $25.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of up to $200.00 and an administration charge of $35.00.

2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.6 Where an owner fails to pay a special levy in accordance with bylaw 2.5, the outstanding special levy contributions will be subject to:

(a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of up to $200.00.

3. Repair and maintenance of property by owner

3.1 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. In addition to and without limiting this bylaw 3.1, an owner must:

(a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and

(b) not allow a strata lot to become unsanitary or untidy.

3.2 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.

3.3 Despite bylaw 10.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony or patio that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony or patio (including the cleaning of the surface of the balcony or patio and associated railings, as well as the removal of debris from any associated drains).

4. Use of property

4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal or otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial or municipal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

4.2 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.

4.3 A resident must not use, or permit to be used, the strata lot except as a single-family dwelling.

4.4 A resident must not rent or enter into a license for the use of less than all of a strata lot.

4.5 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot.

4.6 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, storing, marketing, selling or distribution of marijuana.

4.7 Unless granted prior written approval by the strata council, a resident must not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two-bedroom unit, not allow more than six persons to occupy a strata lot originally designated by the owner developer as a three bedroom unit, and not allow more than eight persons to occupy a strata lot originally designated by the owner developer as a four bedroom unit. For the purposes of this bylaw 4.7, a "**person**" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot. A resident who alleges hardship as a result of the operation of this bylaw 4.7 may appeal to the strata council for permission to be exempt from this bylaw 4.7 on the basis of hardship and the strata council must not unreasonably refuse the appeal.

5. Pets and animals

[The pet restriction set out in bylaw 5.2 was first approved by the owners at the general meeting was filed in the Land Title Office. This bylaw has not been repealed or replaced since then and is amended only for the purposes of these bylaws.

5.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

5.2 The keeping of pets in a strata lot is restricted to the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) two dogs or two cats, or one dog and one cat,

(collectively, "**Permitted Pets**" and any one pet a "**Permitted Pet**").

5.3 Notwithstanding bylaw 5.2(d), no vicious dogs are permitted in any strata lot or any portion of the common property. For the purposes of this bylaw, a "vicious dog" means the following:

(a) Any dog that has killed or injured any person or other animal;

(b) Any dog that aggressively harasses or pursues another person or animal;

(c) Any dog primarily owned or in part for dog fighting or is trained for dog fighting; or

(d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance and physical characteristics predominately conforming to the standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licenced to practise in the Province of British Columbia.

5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

5.5 A resident must register a Permitted Pet with the strata council within 30 days of the pet residing on a strata lot (or the passage of this bylaw 5) and by providing, in writing, the name (if any) of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

5.6 A pet owner must:

(a) not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner; and

(b) ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.

5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of strata council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

5.8 If a resident contravenes bylaw 5.7, the owner of the strata lot will be subject to a fine of up to $200.00.

5.9 Despite bylaw 5.8, a resident whose pet contravenes bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

5.10 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

5.11 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

5.12 A resident who contravenes any of bylaws 5.1 to 5.7 (inclusive) or 5.10 to 5.11 (inclusive) will be subject to a fine of up to $200.00.

6. Inform strata corporation

6.1 An owner must notify the strata corporation of:

(a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;

(b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and

(c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.

6.2 On request by the strata corporation, a resident or visitor must inform the strata corporation of the resident's or visitor's name and the strata lot which the resident occupies or the visitor is visiting.

7. Permit entry to strata lot

7.1 A resident or visitor must allow any person(s) authorized by the strata corporation to enter the strata lot or limited common property

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

(ii) to ensure a resident's compliance with the Act, bylaws and rules.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, the owner will be responsible for:

(a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;

(b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

Alterations to a Strata Lot, Common Property or Limited Common Property

8. Approval for alterations to a strata lot, limited common property or common property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing:

(a) an alteration to a strata lot that involves any of the following:

(i) the structure of a building;

(ii) the exterior of a building;

(iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;

(iv) doors, windows or skylights on the exterior of a building, or that front on the common property;

(v) fences, railings or similar structures that enclose a patio, balcony or yard;

(vi) common property located within the boundaries of a strata lot;

(vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;

(viii) wiring, plumbing, piping, heating, air conditioning and other services; and

(ix) installation or removal of a wall or walls, whether structural or not; and

(b) any alteration to common property, including limited common property, or to common assets.

8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 that an owner must:

(a) submit, in writing, detailed plans and description of the intended alteration;

(b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and

(c) determine whether the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).

8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

(a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;

(b) that the standard of work and materials be not less than that of the existing structures;

(c) that all work and materials necessary for the alteration be at the sole expense of the owner;

(d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, 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 a strata lot, common property, limited common property or common assets;

(e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;

(f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.

8.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

8.5 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.

8.6 If, subsequent to the passage of bylaws 8.1 to 8.5 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 8.6, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 8.6, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.

8.7 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

9. Conduct of Alterations

9.1 An owner must:

(a) give the strata council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and in good standing with WorkSafe BC;

(b) not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers;

(c) ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform alterations on statutory holidays, an owner must apply for permission in writing to the strata council at least five business days before the holiday date;

(d) be in compliance with municipal noise bylaws as well as the bylaws of the strata corporation; and

(e) be in attendance for all significant alterations, with the determination of significant to be in the discretion of the strata council.

9.2 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

9.3 An owner in contravention of bylaws 9.1 to 9.2 (inclusive) will be subject to a fine of up to $200.00 for each contravention, as well as be responsible for any clean up or repair costs.

9.4 Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such tenant, occupant or visitor must comply with bylaws 9.1 to 9.3 (inclusive).

Powers and Duties of Strata Corporation

10. Repair and maintenance of property by strata corporation

10.1 The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that, in the ordinary course of events, occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

A. the structure of a building;

B. the exterior of a building;

C. patios, 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 common property;

E. fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) patios, 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 common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

Strata Council

11. Strata council size

11.1 The strata council must have at least 4 and not more than 7 members.

12. Strata council eligibility

12.1 An owner or the spouse of an owner may stand for strata council, but not both in respect of the same strata lot.

12.2 No person may stand for the strata council or continue to be on the strata 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.

13. Strata council members' terms

13.1 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.

13.2 A person whose term as strata council member is ending is eligible for re-election.

14. Removing strata council member

14.1 Unless all the owners are on the strata council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members. The strata corporation must pass a separate resolution for each strata council member to be removed.

14.2 After removing a strata council member, the strata corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term or, if the strata corporation does not hold such an election to replace the strata council member, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

14.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

15. Replacing strata council member

15.1 If a strata council member resigns or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

15.2 A strata council member is deemed to have resigned after missing two (2) consecutive council meetings without notifying strata council.

15.3 A replacement council member may be appointed from any person eligible to sit on the council.

15.4 The strata council may appoint a strata council member under bylaw 15.1 even if the absence of the strata council member being replaced leaves the strata council without a quorum.

15.5 If all the members of the strata council resign or are unwilling or unable to act, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

16. Officers

16.1 At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council must elect:

(a) from among its members, a president, a vice president, a secretary and a treasurer; and

(b) a privacy officer.

16.2 A person may hold more than one office at a time, other than the offices of president and vice president.

16.3 The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act,

(b) if the president is removed, or

(c) for the remainder of the president's term if the president ceases to hold office.

16.4 The strata council may vote to remove an officer.

16.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the strata council members may elect a replacement officer from among themselves for the remainder of the term.

17. Calling strata council meetings

17.1 Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

17.2 The notice in bylaw 17.1 does not have to be in writing.

17.3 A strata council meeting may be held on less than one week's notice if

(a) all strata council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all strata council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

18. Quorum of strata council

18.1 A quorum of the strata council is

(a) 2, if the strata council consists of 2, 3 or 4 members,

(b) 3, if the strata council consists of 5 or 6 members, and

(c) 4, if the strata council consists of 7 members.

18.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

19. Strata council meetings

19.1 The strata council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

19.2 At the option of the strata council, a strata council member or other permitted observer or invited participant may attend a strata council meeting by electronic means, so long as all strata council members and other permitted observers and invited participants can communicate with each other. For clarity, the strata council may only make a decision by electronic mail where the following criteria are met:

(a) a decision of the strata council is required before the next scheduled strata council meeting;

(b) except where section 32 of the Act applies, all strata council members must be included in all electronic mail exchanged between strata council members regarding the decision;

(c) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, strata council members must have no less than 48 hours to respond to the request for a decision;

(d) any decision must be approved by a majority vote of the total number of strata council members;

(e) any decisions made by electronic mail must be ratified by the strata council at the next strata council meeting and reflected in the minutes of that meeting; and

(f) the strata corporation must keep a record of the electronic mail exchanged amongst the strata council members and the managing agent regarding the decision for the 2-year period following the making of the decision. Subject to redaction of such electronic mail in accordance with the *Personal Information Protection Act* or where solicitor-client privilege of the strata corporation applies, such electronic mail shall be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.

19.3 If a strata council meeting is held by electronic means with a strata council member or other permitted observer or invited participant, the strata council member or other permitted observer or invited participant is deemed to be present in person.

19.4 Owners and spouses of owners may attend strata council meetings as observers.

19.5 Despite bylaw 19.4, no observers may attend those portions of strata council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the 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 strata council's opinion, unreasonably interfere with an individual's privacy.

20. Voting at strata council meetings

20.1 At strata council meetings, all strata council decisions must be made by a strata council majority vote.

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

20.3 Decisions made at a strata council meeting must be recorded in the strata council meeting minutes.

21. Strata council to inform owners of minutes

21.1 The strata council must circulate to or post for owners the minutes of all strata council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

22. Delegation of strata council's powers and duties

22.1 Subject to bylaws 22.2, 22.3 and 22.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.

22.2 The strata council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with bylaw 22.3.

22.3 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.

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

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine,

(c) whether a person should be denied access to a recreational facility, or

(d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

23. Spending restrictions

23.1 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.

23.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or an annual general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than $5000 or 5% of the total contribution to the operating fund for current year].

24. Limitation on liability of strata council member

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

24.2 Bylaw 24.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

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

24.4 In addition to bylaw 24.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:

(a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or

(b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

In this bylaw 24.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

Enforcement of Bylaws and Rules

25. Fines

25.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant up to:

(a) $200.00 for each contravention of a bylaw, and

(b) $50.00 for each contravention of a rule.

25.2 Any fine levied will be due and payable on or before the first day of the month next following the date on which the strata council provides notice of such fine.

26. Continuing contravention

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

Annual and Special General Meetings

27. Quorum of meeting

27.1 The quorum requirement is 25% of the strata corporation's votes, present in person or by proxy.

27.2 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 27.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

28. Person to chair meeting

28.1 Annual and special general meetings must be chaired by the president of the strata council.

28.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.

28.3 If neither the president nor the vice president of the strata council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

29. Participation by other than eligible voters

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

29.2 Persons who are not eligible to vote, must not participate in the discussion at a meeting.

29.3 Tenants and occupants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

29.4 Electronic Attendance

(1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic means if such method permits all persons participating in the meeting to communicate with each other during the meeting.

(2) Proxy holders who attend electronically must submit the signed proxy to the Strata Corporation for certification by fax or PDF, as required by the council, at least 48 hours prior to the time appointed for the general meeting.

(Added at AGM – May 17, 2021)

30. Voting

30.1 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.

30.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

30.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

30.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

30.5 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.

30.6 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.

30.7 An election of strata council or removal of a strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

31. Order of business

31.1 The order of business at annual and special general meetings is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last annual or special general meeting;

(g) deal with unfinished business;

(h) receive reports of strata council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(i) ratify any new rules made by the strata corporation under section 125 of the Act;

(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a strata council, if the meeting is an annual general meeting;

(n) terminate the meeting.

31.2 Despite bylaw 31.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Small Claims Court Proceedings

32. Authorization to proceed

32.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person.

Marketing Activities by Owners

33. Sale or rental of a strata lot

33.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

Insurance and Responsibility

34. Insuring against major perils

34.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

35. Resident insurance

35.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

36. Responsibility of Owners

36.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

36.2 For clarity and without limiting the generality of the word "**responsible**" as interpreted by the courts or a tribunal in connection with section 158(2) of the Act, an owner is, under bylaw 36.1, responsible for:

(a) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);

(b) any loss of damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including anything arising from any of the following:

(i) dishwasher;

(ii) refrigerator with ice/water dispensing capabilities;

(iii) garburator;

(iv) washing machine;

(v) toilets, sinks, bathtubs;

(vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;

(vii) fireplaces;

(viii) exhaust fans and humidifiers/dehumidifiers;

(ix) anything introduced into the strata lot by the owner;

(x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;

(xi) any pets residing in or visiting at the owner's strata lot;

(xii) any person residing in or visiting at the owner's strata lot; and

(xiii) barbecues or smokers; and

(c) legal costs incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.

36.3 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

37. Resident Responsibility for Children and Visitors

37.1 A resident is responsible for the conduct of their visitors, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, will not disturb the rights of quiet enjoyment of others.

37.2 A resident is responsible for the conduct of children residing in or visiting their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, will not disturb the quiet enjoyment of others.

37.3 A resident is responsible to assume liability for and properly supervise activities of children residing in or visiting their strata lot, including, but not exhaustively, bicycling, skateboarding and hockey.

Parking and Vehicles

38. Parking and Vehicles

38.1 A resident must not permit any vehicles exceeding 4,000 kg GVW to park or be brought onto the common property of the strata corporation without the consent of strata council, except when used in delivery to or removal from the strata premises.

38.2 All vehicles parked on the common property, limited common property or on land that is a common asset must be licensed, insured and operable with current registration and liability insurance.

38.3 An owner must not sell, rent, or licence the use of parking garage to any person other than a resident.

38.4 A resident must park only in the parking garage of the strata lot, save and except for private arrangements with other owners for the use of their garage. .

38.5 A resident must not park in the visitor parking spaces or on the driveway aprons.

38.6 A visitor must only park in the visitor parking spaces or in the host resident's parking garage.

38.7 A visitor parking in a visitor parking space must display a visitor's parking pass that is visible from the front window at all times while the vehicle is parked at a visitor parking space. A visitor must not park in any visitor parking space in excess of 48 hours or in excess of five (5) nights total within a 30-day period.

38.8 Each strata lot is to be allocated two (2) visitor parking passes which will be marked with the strata lot number. Additional visitor parking passes for a temporary period for additional visitors or for extended visitor stays may be obtained by submitting a written request to the strata council, providing details of the requirements for additional parking passes or circumstances of extended visits.

38.9 No RV, boat, trailer or camper is permitted to park on the visitor parking spaces at any time.

38.10 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

38.11 Any vehicle parked in violation of bylaw 38.10 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the vehicle owner.

38.12 A resident or visitor must not use any common property, limited common property or on land that is a common asset, as a work area for carpentry, alterations, 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.

38.13 A resident or visitor operating a vehicle within the boundary of the strata corporation must not exceed 15 km/hour.

38.14 A resident may wash vehicles only in such a manner as will not cause a nuisance or danger to other residents or their visitors. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area.

38.15 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

Garbage and Recycling

39. Refuse

39.1 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

39.2 A resident must use sturdy plastic or metal garbage containers with secure lids.

39.3 A resident must store garbage and recycling containers inside the strata lot, and may place them in front of the strata lot garage no sooner than the evening before collection day, and must remove them no later than the evening of collection day.

Rentals

40. Residential rentals

[The rental restriction set out in bylaw 40.1 was first approved by the owners at the general meeting and was filed in the Land Title Office. This bylaw has not been repealed or replaced since then and is amended only for the purposes of these bylaws.]

40.1 The number of strata lots within the strata corporation that may be rented at any one time is limited to twelve (12).

40.2 An owner wishing to rent a strata lot must apply in writing to the strata council for permission to rent before entering into any tenancy agreement.

40.3 If the number of strata lots rented at the time an owner applies for permission to rent has reached the limit stated in bylaw 40.1, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act, the strata council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the strata council based upon the date of the request for permission to rent.

40.4 If the limit stated in bylaw 40.1 has not been reached at the time the owner applies for permission to rent a strata lot, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act, the strata council will grant permission and notify the owner of the same in writing as soon as possible.

40.5 An owner receiving permission to rent a strata lot must ensure that a tenant occupies the strata lot within 60 days from the date that the strata council granted same, otherwise the permission expires. During the 60 days immediately following the grant of permission, the strata lot will be deemed rented for the purposes of the limit stated in bylaw 40.1.

40.6 Permission to rent a strata lot granted pursuant to this bylaw 40 ceases on the earlier of:

(a) the end of the tenancy entered into immediately following the grant of permission to rent; and

(b) the date on which the owner who received permission to rent commences residing in the strata lot.

40.7 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

40.8 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

40.9 Where an owner rents a strata lot in contravention of any of bylaws 40.1, 40.2, 40.3, 40.5 and 40.6, the owner will be subject to a fine of $500.00, and the strata corporation will take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws will be the responsibility of the contravening owner and will be recoverable from the owner on a solicitor and own client basis by the strata corporation.

Miscellaneous

41. Miscellaneous

41.1 A resident or visitor must not use or store barbecues on common property, including limited common property. The use and storage of barbeque is limited to patios and decks. The owner is fully responsible for any damage that may be incurred from such use.

41.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

41.3 A resident must not permit any person to loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.

41.4 A resident or visitor must not use common property electrical outlets.

41.5 Except as permitted in bylaws 33.1 and 41.6, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless authorized by the strata council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.

(Bylaw 41.5 amended at AGM May 26, 2025)

41.6 A resident may post notices on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.

41.7 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.

41.8 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.

41.9 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

41.10 A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws. Despite the foregoing, a resident may place the following items on a balcony, patio or roof deck that has been designated for the exclusive use of a strata lot:

(a) free-standing, self-contained planter boxes or containers; and

(b) summer furniture and accessories.

41.11 A resident who installs or displays outdoor holiday decorations and lights for any recognized holiday or celebration can only do so 40 days prior and 20 days after the date of the holiday or celebration.

(Bylaw 41.11 repealed and replaced at AGM May 26, 2025)

41.12 Hot tubs, spas or Jacuzzis are prohibited from strata lots, common property, including limited common property, and common assets.

41.13 Individual garage sales are not permitted, except for the garage sales organized by the strata council once per year.

41.14 Residents are responsible to comply with rules and regulations as determined by the Panorama Clubhouse Amenities Management Committee (PCAMC).

41.15 Garden hoses are to be stored only on a garden hose reel located in the garage or in the back garden of the units. Hoses are not to be stored on the exterior of the front of units including driveway aprons, spaces between units or attached the side of a building or fence.

41.16 In addition to fines, hoses found lying on common property ground whether or not attached to a hose bib will be considered abandoned and can be disposed of without warning.

42. No Smoking

42.1 For the purposes of this bylaw 42, the following definitions apply:

(a) "**smoke**" or "**smoking**" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);

(b) "**vape**" or "**vaping**" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

42.2 A resident or visitor must not smoke or vape anywhere on exterior limited common or common property. Residents or visitors may smoke or vape within their Strata Lot or within their garage. ***(Amended May 27, 2019)***

43. Exemption from Bylaws and Rules

43.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC ***Human Rights Code***.

44. Security Measures

44.1 For the protection and security of the residents, their assets and the common property, the Strata Corporation has installed both of the following systems:

(a) Video camera surveillance system, which monitors and records the areas where the cameras are located. The video camera system records several common areas as set out in the Strata Corporation's privacy policy (the "Privacy Policy"). For more information on video camera surveillance system, please refer to the Privacy Policy.

(b) Key FOB access system, which gives secure access to the complex as well as common property amenities. As a function of this system, the system monitors and records where the key FOBS are used and the date and time of such use. Reports can be printed of the activity of any particular FOB, if this information is required. For more detailed information on the capture and recording of the key FOB access system, please refer to the Privacy Policy.

44.2 The Strata Corporation is authorized to use both the key FOB access system and the video camera surveillance system to record and monitor the movement of the key FOBS and the movement of all individuals entering the premises for surveillance and monitoring purposes, including the following purposes;

(a) being alerted to the presence of trespassers in the complex;

(b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person on the strata plan; and

(c) enforcing those Strata Corporation bylaws and rules which relate to the safety and security of the Strata Corporation and its owners, tenants, occupants and visitors.

44.3 For purposes pursuant to Privacy Policy, the information collected may be shared with appropriate law enforcement agencies and emergency workers upon their written request.

44.4 Where video information reveals evidence of illegal activity, employee misconducts or accidents, or serious bylaw or rule contraventions, the recordings may be disclosed to the Strata Corporation, enforcement or investigative bodies for further investigations, charges or disciplinary actions.

44.5 The information captured on both the key FOB access system and the video camera system may also be used and disclosed in accordance with the Personal Information Protection Act (PIPA). For further detailed information, please refer to the Privacy Policy.

44.6 In installing and/or maintaining the key FOB access system or the video camera surveillance system, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

45. Privacy Policy

45.1 The Strata Corporation is committed to protecting the personal information of its strata lot owners, tenants and occupants.

45.2 This Privacy Policy outlines the principles and practices the Strata Corporation will follow in protecting the personal information of owners, occupants and tenants.

45.3 The Strata Corporation will ensure the accuracy, confidentiality, and security of the personal information of its owners, occupants and tenants and allow its owners, occupants and tenants to request access to, and correction of their personal information.

45.4 This Privacy Policy applies to the Strata Corporation and its property manager in their capacity as agent for the Strata Corporation.

45.5 Definitions:

(a) "Personal Information" means information about an identifiable individual, and includes things such as name, age, weight, height, home address, home phone number, race, ethnic origin, sexual orientation, medical information, marital status, religion, finances, education and employment, as well as factual accounts or opinions about that individual. Personal information does not include contact information.

Some of the common types of personal information that strata corporations manage include:

(i) the name, home address, home phone number and/or cell phone number of owners, occupants and tenants;

(ii) email addresses;

(iii) owners' banking information or credit card information for payment of strata fees;

(iv) emergency contact information;

(v) owners or tenants' insurance particulars

(vi) names of family members living with an owner or occupying the strata lot;

(vii) debts owed to the strata corporation by an owner;

(viii) vehicle license numbers of owners or occupants;

(ix) video images and recordings obtained during the use and operation of the video camera surveillance system installed in the complex by the Strata Corporation in the following locations:

- the building entrances;
- lobby areas; and

- recreation rooms;

(x) Information and data recorded and collected during the use and operation of the key FOB access system installed that monitors access to and from the common areas 24 hours a day, 7 days a week.

(b) "Contact Information" means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number. Contact information is not covered by this policy or PIPA.

(c) Privacy Officer means the person or persons (may be more than one) designated, who are responsible for ensuring that Strata Corporation complies with this Privacy Policy and PIPA.

45.6 Collecting Personal Information

(a) Unless the purposes for collecting personal information are obvious and the owner, occupant and/or tenant voluntarily provides his or her personal information for those purposes, subject to the exceptions set out in subsection (b) below, the Strata Corporation will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.

(b) The Strata Corporation will collect the information of owners, occupants and tenants that is necessary to fulfill the following purposes:

- To verify identity and communicate with the owners, tenants and occupants;
- To process payments;
- To respond to emergencies;
- To ensure the orderly management of the Strata Corporation;
- To understand the financial, banking, insurance needs of the owners, occupants, and tenants;
- To verify an occupant's vehicle license numbers;
- To register owner's/occupant's/tenant's pets;
- To register tenant's information;
- To open and manage an account;
- To deliver requested products and services;
- To enrol an owner, tenant or occupant in a program;

- To process an owner, tenant or occupant's application or hearing request;
- To send out Strata Corporation information;
- To comply with requirements imposed by the *Strata Property Act* and Regulations and other applicable laws;
- To protect the security of the facility, including the security of individuals and assets in the facility;
- To investigate bylaw and rule infractions upon receiving a complaint of such.

45.7 Consent

(a) The Strata Corporation will obtain the consent of owners, occupants and tenants to collect, use or disclose personal information (except where, as noted below, the Strata Corporation is authorized to do so without consent).

(b) Consent can be provided either orally, in writing, electronically or through an authorized representative or it can be implied where the purpose for collecting, using or disclosing the personal information would be considered obvious and the owners, occupants and tenants voluntarily provide personal information for that purpose.

(c) Consent may also be implied where an owner, occupant and/or tenant is given notice and a reasonable opportunity to opt-out of consenting to the collection, use or disclosure his/her personal information and the owner, occupant and/or tenant does not opt-out.

(d) Subject to certain exceptions (e.g., the personal information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), owners, occupants and tenants can withhold or withdraw their consent for the Strata Corporation to use their personal information in certain ways. A decision of an owner, occupant, or tenant to withhold or withdraw their consent to certain uses of personal information may restrict the Strata Corporation's ability to provide a particular service or product. If so, the Strata Corporation will explain the situation to assist the owner, occupant and tenant in making the decision.

(e) The Strata Corporation may collect, use or disclose personal information without the knowledge or consent of the owner, occupant and/or tenant in the following limited circumstances:

- 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, any parking stall number, and the unit entitlement of the owner's strata lot;
- Information authorized by a bylaw;

- The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
- The names of tenants of a strata lot, if any;
- With respect to a council member, the telephone number or some other method by which the council member can be contacted at short notice;
- Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
- Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
- 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;
- If the Strata Corporation is collecting money owed by an owner, tenant or occupant;
- If the information is required for the Strata Corporation to seek legal advice from a lawyer;
- To update banking or financial records;
- To protect the Strata Corporation from fraud;
- To investigate an anticipated breach of an agreement or a contravention of law;
- To substantiate a complaint of a bylaw or rule infraction; or
- If the personal information is required to be collected, used or disclosed by law.

45.8 Using and Disclosing Personal Information

(a) Personal information recorded and collected will not be disclosed to any person, other than:

(i) the Strata Corporation's Property Manager, if any;

(ii) the strata council while exercising their powers and performing the duties of the Strata Corporation,

(iii) the Strata Corporation's Privacy Officer,

(iv) the Strata Corporation's legal counsel,

(v) law enforcement personnel and emergency workers.

(b) The Strata Corporation will only use or disclose the personal information of owners, occupants and tenants where necessary to fulfill the purposes identified at the time of collection *or for a purpose reasonably related to those purposes such as:*

- To conduct surveys in order to enhance the provision of services;
- To contact owners, occupants and tenants directly about products and services that may be of interest;
- When required or authorized by law to do so;
- When disclosure is consented to in writing by an owner, occupant or tenant;
- To update banking or financial records;
- To assist in conducting a criminal investigation involving vandalism to or theft of common property or common assets of the Strata Corporation, vandalism to or theft of personal belongings of owners, occupants, tenants, and visitors, or the physical assault of an owner, occupant, tenant, or visitor;
- To investigate security breaches of the Strata Corporation;
- To investigate possible employee misconduct;
- To investigate possible illegal activity;
- To investigate accidents at the Strata Corporation;
- To verify or substantiate complaints of bylaw and rule infractions;
- To respond during an emergency situation to a request in writing by the appropriate authority;

(c) The Strata Corporation will not use or disclose the personal information of owners, occupants and tenants for any additional purpose unless the Strata Corporation obtains consent to do so.

(d) The Strata Corporation will not sell lists or personal information of owners, occupants and tenants to other parties

45.9 Retaining Personal Information

(a) If the Strata Corporation uses the personal information of owners, occupants and tenants to make a decision that directly affects them, the Strata Corporation will retain that personal information for at least one year.

(b) Subject to subsection (a), the Strata Corporation will retain the personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.

(c) Personal information collected from the use and operation of the video surveillance camera system is recorded for a period of approximately 30 days, depending on the hard-drive capacity of the system, at which time the system records over previous video and the previous video is lost. Copies of recordings can be captured by DVD or CD and used according to this privacy policy.

(d) Personal information collected from the use and operation of the key FOB access control system will be retained by way of electronic data storage for approximately 12 months on the Strata Corporation's computer data storage system at which time the personal information recorded and collected will be recorded over. Reports can be printed of the activity of any particular key FOB and used according to this privacy policy.

(e) The Strata Corporation's Property Manager, the strata council while exercising their powers and performing the duties of the Strata Corporation, the Strata Corporation's Privacy Officer, the Strata Corporation's legal counsel and law enforcement personnel upon a written request are authorized to view the personal information recorded and collected in this manner.

45.10 Ensuring Accuracy of Personal Information

(a) The Strata Corporation will make reasonable efforts to ensure that the personal information of owners, occupants and tenants is accurate and complete where it may be used to make a decision about the owner, resident and tenant or disclosed to another organization.

(b) Owners, occupants and tenants may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.

(c) A request to correct personal information should be forwarded to the Privacy Officer or to the Property Manager.

(d) If the personal information is shown to be inaccurate or incomplete, the Strata Corporation will correct the information as required and send the corrected information to any organization to which the Strata Corporation disclosed the personal information in the previous year. If the correction is not made, the Strata Corporation will note the correction request in the file.

45.11 Securing Personal Information

(a) The Strata Corporation is committed to ensuring the security of the personal information of owners, occupants and tenants in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.

(b) The following security measures will be followed to ensure that the personal information of owners, occupants and tenants is appropriately protected:

- The use of locked filing cabinets where deemed appropriate by the Privacy Officer
- Restricting access to places where personal information of owners, occupants and tenants is kept
- Using password protection to computers where personal information of owners, occupants and tenants is kept
- Using sign-in measures and password protection where the Privacy Officer may sign in remotely to view the images on the video camera surveillance system
- Using encryption and firewalls on the computers owned by the Strata Corporation and the Property Manager
- Using encryption and firewalls on the website operated by the Strata Corporation
- Restricting access to keys to the locked rooms, filing cabinets and safes where the personal information of owners, occupants and tenants may be kept as deemed necessary by the Privacy Officer
- Requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the Strata Corporation or its agent.
- Changing keys, access codes, sign-in measures and other security measures when there is a change of the Strata Corporation's property manager

(c) The Strata Corporation will use appropriate security measures when destroying the personal information of owners, occupants and tenants such as:

- Using a Document Shredder
- Deleting electronically stored information
- Destroying or deleting information captured on a CD or DVD recording made of the video camera system

(d) The Strata Corporation will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

45.12 Providing Owners, Occupants and Tenants Access to Personal Information

(a) Owners, occupants and tenants have a right to access their personal information, subject to limited exceptions:

- Solicitor-client privilege

- Health and safety concerns
- Where disclosure would reveal personal information about another individual
- Where the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his or her identity
- the disclosure of the information would reveal confidential commercial information that if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the organization
- the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act (i) under an enactment, or (ii) by a court;
- the information is in a document that is subject to a solicitor's lien.

(b) A request to access personal information must be made in writing and the Strata Corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Requests for access to view a specific individual's personal information, including access to view those portions of the video camera surveillance system or key FOB access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's property manager and the Privacy Officer.

(c) Upon request, the Strata Corporation will also tell owners, occupants and tenants how the Strata Corporation uses their personal information and to whom it has been disclosed if applicable.

(d) The Strata Corporation will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request. Information requested under section 35 of the Strata Property Act will be made available within 2 weeks with the exception of bylaws and rules, which will be made available within 1 week.

(e) A reasonable fee may be charged for providing access to personal information. Where a fee may apply, the Strata Corporation will inform the owner, occupant or tenant of the cost and request further direction from the owner, occupant or tenant on whether or not the Strata Corporation should proceed with the request.

(f) If a request is refused in full or in part, the Strata Corporation will notify the owner, occupant or tenant in writing, providing the reasons for refusal and the recourse available to the owner, occupant or tenant.

45.13 Questions and Complaints: The Role of the Privacy Officer

(a) The Privacy Officer and the Strata Corporation's property manager are responsible for ensuring the Strata Corporation's compliance with this Privacy Policy and PIPA.

(b) Owners, occupants and tenants should direct any complaints, concerns or questions regarding the Strata Corporation's compliance in writing to the Privacy Officer and to the Property Manager. If the Privacy Officer is unable to resolve the concern, the owner, occupant or tenant may also write to the Information and Privacy Commissioner of British Columbia.

(c) Contact information for the Strata Corporation's Privacy Officer and the strata corporation's property manager is set out in the Minutes of the first Council Meeting following the Annual General Meeting.

END OF BYLAWS