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STRATA PROPERTY ACT FILING
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- Your electronic signature is a representation by you that:
  - you are a subscriber; and
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    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,

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

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

Stephen Frederick Graf 9GUZXX	c=CA, cn=Stephen Frederick Graf 9GUZXX, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=9GUZXX

1. CONTACT: (Name, address, phone number)

Century 21-Prudential Estates

604-273-1744

7320 Westminster Highway

File: LMS2448 form I bylaws

Richmond BC V6X 1A1

Document Fees: $28.63

Deduct LTSA Fees? Yes ☑

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR **THE OWNERS, STRATA PLAN LMS2448**

Related Plan Number: **LMS2448**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS 2448 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on February 6, 2019:

PLEASE SEE ATTACHED

Signature of Council Member

STEVEN BARLOW
Printed Name

Signature of Council Member

Jan Pinkowski
Printed Name

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BYLAWS OF THE OWNERS, STRATA PLAN LMS 2448

(HATFIELD PARK ESTATES)

Be it resolved that all previous Bylaws be amended in their entirety by replacing them with the following Bylaws (with the exception that the rental restriction Bylaw 33 which is amended and now appears as Bylaw 43 and the Pet Restriction Bylaw 3 (3) which is amended and now appears as Bylaw 9). These Bylaws replace Part 5 of the *Condominium Act* and the Schedule of Bylaws in the *Strata Property Act.*

These Bylaws bind the Strata Corporation and the Owners, tenants and occupants to the same extent as if the Bylaws had been signed by the Strata Corporation and each Owner, tenant and occupant and contain covenants on the part of the Strata Corporation with each Owner, tenant and occupant and on the part of each Owner, tenant and occupant with every other Owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

DIVISION 1 – DEFINITIONS

BYLAW 1 - INTERPRETATION

(1) In these Bylaws:

"Act" means the *Strata Property Act* of British Columbia from time to time in force and all amendments to it;

"Bylaws" means these Bylaws and all amendments, additions, deletions or replacements from time to time in force and effect;

"Eligible Voter" or "Eligible Votes" means a vote for a strata lot that may be exercised at any annual or special general meeting, except on matters requiring a unanimous vote, provided that the Strata Corporation is not entitled to register a lien against the strata lot under s.116(1) of the Act.

"Owner" means an Owner of a strata lot within the Strata Corporation;

"Regulation" means the regulations under the *Strata Property Act* as made and amended from time to time;

"Rule" means the rules relating to the use, safety, and condition of common property and common assets created by the Strata Council, adopted by a majority vote of the Strata Council.

"Strata Corporation" means The Owners, Strata Plan LMS 2448, commonly known as Hatfield Park Estates;

"Strata Council" and "Council" means the council members of the Strata Corporation from time to time;

(2) Subject to Bylaw 1(1), words and expressions defined in the Act as they read on the date these Bylaws became applicable to the Strata Corporation apply to these Bylaws, with the necessary changes, so far as applicable.

(3) Words in singular form include the plural and vice versa and words importing a specific gender include the other gender.

(4) If there is a conflict or inconsistency between the Act and the Bylaws, the Act governs.

DIVISION 2 — DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

BYLAW 2 - PAYMENT OF STRATA FEES

(1) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate. The Strata Corporation requires payment be made by electronic transfer or twelve post-dated cheques.

(2) Where the Owner fails to pay strata fees in accordance with Bylaw 2(1), outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. Interest is not a fine. In addition to interest, failure to pay strata fees on the due date will result in a fine of $50.00 per contravention.

(3) A special levy is due and payable on the date or dates as set out in the resolution authorizing the special levy.

(4) Where the Owner fails to pay a special levy in accordance with Bylaw 2(3), the amounts owing for the special levy will be subject to an interest charge of 10% per annum, compounded annually. The interest charged hereunder is not a fine.

(5) Failure to pay the special levy on the due date will result in a fine of $200.00 for each month the levy remains unpaid. The fine and the outstanding special levy will be added to the monthly strata fee of that Owner for the following month.

BYLAW 3 - REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

(1) An Owner must repair and maintain the Owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

(2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

(3) An Owner must repair and maintain any authorized or unauthorized additions or modifications to the as built condition of the strata corporation made to the common property or common building elements of the strata corporation, including without limitation, balcony extensions, enclosures created on balconies or under balconies and encroachments on to common property regardless of whether the additions or modifications were completed by a previous Owner of the strata lot.

(4) The strata council may direct or demand that an Owner undertake repairs or maintenance of the property described in this Bylaw and an Owners failure to do so may result in a fine being levied as provided by these Bylaws or the strata corporation undertaking the required repair and maintenance, the costs of which shall be charged back to the Owner as strata fees, all at the discretion of the strata council.

BYLAW 4 - USE OF PROPERTY

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

1. causes a nuisance or hazard to another person;
2. causes unreasonable noise or smell;
3. unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
4. is illegal; or
5. is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, 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) A strata lot shall be used exclusively as a private dwelling home for not more than one family.

(4) A Strata Lot must not be used by an owner, tenant, occupant or visitor for short-term accommodation purposes of less than 30 consecutive days, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license of less than 30 consecutive days for the use of all or part of a strata lot. Student homestays, where registered students reside in a Strata Lot for a school year or semester and "House Swaps", where an Owner trades the use of a Strata Lot with another person's home are both exempted from this Bylaw.

(5) An Owner, tenant or occupant shall:

1. keep noise to a minimum between the hours of 11pm and 8am, and in any event always in compliance with the municipal noise Bylaws.

2. at all times keep all common areas and limited common property in a neat, tidy and clean condition comparable to the standard of a high quality residential development;

3. not leave out any rubbish, refuse, garbage or material of any kind on or about the common or limited common property, other than in refuse containers on the day of or the day immediately preceding garbage collection;

4. be responsible for watering greenery on their immediate common or limited common property.

(6) An Owner, tenant, occupant or visitor shall not:

1. smoke on common property

2. use decks, patios, balconies or other limited common property for storage or for depositing of rubbish and garbage;

3. place any garbage, recycling, renovation material or any other discarded materials/furniture anywhere on common property or limited common property;

4. install a hot tub on common property or limited common property;

5. obstruct, encumber, or use for any purpose other than ingress to and egress from the strata lot, the sidewalks, entrances, loading space, stairways, lobbies or halls;

6. use a bicycle, rollerblades, scooter or skateboard on common property, except for roadways;

7. hang or display on or from windows, patios or other parts of the building on his strata lot any laundry, washing, clothing, bedding or other materials or articles;

8. erect or permit to be erected or displayed any signs, billboards, placards, notices, advertising of any kind on the common property, limited common property or exterior of the strata lot, without prior written approval from Strata Council.

9. permit decks, patios, balconies or other limited common property to become unsightly;

10. store any combustible, flammable or other offensive material in or on his strata lot, except for a reasonable supply of fuel customarily used in domestic fireplaces or for outdoor barbeques;

12. install a satellite television system/antenna or other similar apparatus on the building exterior;

13. operate any appliance or instrument between the hours of 11pm and 8am which, in the opinion of the Strata Council, might cause a nuisance to any other Owners or occupants;

14. place or install an awning, shade, screen, or an air conditioning unit in or on the strata lot or limited common property without the prior written approval of the Strata Council, which said approval may be granted subject to conditions;

15. erect or install an outdoor storage unit, shed or other similar structure on any part of the strata lot, limited common property or common property without the prior written approval of the Strata Council, which said approval may be granted subject to conditions;

16. throw any item, especially burning material, out of any windows, door, balcony, stairway, passage or other part of the strata lot or common property;

17. permit anything to be done on the premises which will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property therein;

19. do anything on common property likely to damage the plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawn so as to damage them or prevent their reasonable growth;

20. do anything, including but not limited to planting large plants or trees, on common property or limited common property;

21. use or permit any occupant of his or her strata lot to use his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 9:00 pm and 7:00 am or that encourages loitering by persons in or about the strata lot or common property;

24. make, cause or produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or the common property or any limited common property such that it causes a disturbance or interferes with the comfort and enjoyment of any other Owner or occupant;

25. leave or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to leave, on the common property or limited common property any shopping cart or other item designated from time to time by the Strata Council;

26. feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the Owner or occupant to feed pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these Bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;

28. give, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the Owner to give, any keys combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these Bylaws;

30. install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to install Christmas lights before November 15th and, if installed must remove them before January 15th;

31. affix or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to permanently affix anything to limited common areas and the exterior envelope of the building (i.e. no drilling into concrete, metal window frames, railings, etc.);

32. use noisy devices, including but not limited to washers, dryers, vacuum cleaners, garburators and power tools between 11:00 PM and 8:00 AM;

33. leave out overnight any bikes, toys, garden equipment or other such items on common or limited common property, with the exception of properly stored garden hoses;

34. place any planters, birdbaths, statues or other such decorative yard items on any of the lawn or garden areas of the limited common property if to do so would impede the process of lawn or garden maintenance.

BYLAW 5 – TENANTS, OCCUPANTS AND GUESTS

(1) An Owner, tenant or occupant is responsible for all acts and omissions of their guests whether or not the action or omission was authorized or known by the Owner, tenant or occupant of the Strata Lot.

(2) An Owner is responsible for all acts and omissions of their tenants or occupants of the Owners unit, whether or not the action or omission was authorized or known by the Owner.

BYLAW 6 – HOME BASED BUSINESS

(1) No commercial or retail use is permitted in or on a residential strata lot, common property or limited common property. However, it is the intent of this Bylaw that home-based businesses will not be prohibited provided they meet the requirements of Bylaw 6 (2).

(2) A home-based business will be permitted on a strata lot, common property or limited common property if:

1. the unit Owner, tenant or occupant obtains the prior written permission from the Strata Council, obtains all required licenses and otherwise complies with all municipal, provincial and federal laws; and

2. the home based business does not:

    i. interfere with the use and enjoyment by other Owners, tenants or occupants of their property;

ii. cause a nuisance, a hazard or unreasonable noise; or

iii. create a parking concern, as determined by the Strata Council in its sole discretion.

(3) If permission is granted to an Owner, tenant or occupant to carry on a hobby-type business on a strata lot, then parking must meet the requirements of the applicable municipal Bylaw and customer parking shall be restricted to the strata lot's designated parking.

BYLAW 7 – MAXIMUM OCCUPANCY

(1) The Strata Corporation wishes to limit the number of permanent residents residing in any particular unit in order to protect the preferred lifestyle in the community by preventing Owners from overcrowding their units and overtaxing the common elements and common facilities of the development.

(2) This Bylaw applies to all units that are occupied on a permanent basis by an Owner, tenant, visitor, assignee or family member.

(3) For the purposes of this Bylaw, "reside" means residing in the unit for a period longer than 30 days aggregate in a calendar year.

(4) The maximum amount of persons allowed to reside in a particular unit is as follows:

3 bedroom units	6 people
4 bedroom units	8 people

(5) No more than the maximum allowable number of persons shall reside in a unit.

(6) An Owner shall take steps to ensure that the maximum allowable persons per unit as provided by this Bylaw is not exceeded.

(7) Where a unit is in contravention of this Bylaw, the Owner is subject to a fine for as long as the Bylaw is being violated and the Strata Corporation, at the absolute discretion of the Strata Council, shall take all necessary steps to rectify the situation, including, but not limited to, seeking a declaration or court injunction to enforce the Bylaw. Any legal costs incurred by the Strata Corporation to enforce this Bylaw shall be the responsibility of the contravening Owner and recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

BYLAW 8 – DELETED

BYLAW 9 - PETS/ANIMALS

(1) An Owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

1. a reasonable number of fish or other small aquarium animals (maximum 20 gallon tank);
2. up to 2 small caged mammals;
3. up to 2 caged birds;
4. two dogs or two cat or 1 dog and 1 cat;
5. no exotic animals or reptiles.

(2) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(3) The Strata Council may deliver any pet found loose on the strata property to the municipal pound and the Owner of the pet will be responsible to reimburse the strata for such costs.

(4) If any pet urinates or defecates on the common property, the Owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.

(5) An Owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these Bylaws as they relate to animals and shall perform all duties and obligations with respect to that animal or pet as set out in these Bylaws.

(6) No Owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling.

(7) The Strata Council may from time to time on behalf of the Strata Corporation, enact such rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these Bylaws and any such rule, the provisions of this Bylaw will prevail.

(8) If any Owner, tenant or occupant violates any provision of these Bylaws on a continuing basis without correction, or if the Strata Council on reasonable grounds considers a pet to be a nuisance, the Strata Council may, by written notice to such Owner, tenant or

occupant cause such Owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.

BYLAW 10 – PARKING

(1) An Owner, tenant, occupant or their guests shall only park motor vehicles in areas designated or assigned for such purpose. Owners, tenants, occupants and quests must ensure that their motor vehicles parked in the parking area do not extend into the roadway adjacent to the parking spaces.

(2) An Owner, tenant or occupant shall not park in a parking space other than garages and driveways attached or adjacent to each Strata Lot.

(3) Visitor/guest parking is permitted only in designated stalls and is for the exclusive use of guests and visitors and shall be limited to a maximum duration of one day, unless otherwise permitted by Strata Council.

(4) Garages and driveways designated for a strata lot shall not be rented or leased to non-residents.

(5) An Owner, tenant or occupant shall not service, maintain or repair a motor vehicle on any limited common property or common property, without the prior approval of Strata Council.

(6) An Owner, tenant, occupant or visitor shall not park the following on the common property or the limited common property:

1. an uninsured, unlicensed motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Strata Council, which said approval may be granted subject to conditions;

2. a motor home, recreational vehicle, boat, trailer, or commercial vehicle, or any other apparatus or items, without the prior written approval of the Strata Council, which said approval may be granted subject to conditions.

(7) This Bylaw does not affect or prohibit parking for the specific purpose of doing construction or maintenance work for the benefit and improvement of the Strata Corporation's lands.

(8) The Strata Council shall provide written notice of any violation of this Bylaw to the Owner or tenant and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Strata Council, in addition to any other rights it may have, shall have the right to tow any vehicle which violates this Bylaw.

(9) 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.

(10) 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 or her own client, and any other reasonable costs.

BYLAW 11 - INFORM STRATA CORPORATION

(1) Within two (2) weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) Within two (2) of becoming a tenant a tenant must inform the Strata Corporation of the tenant's name, the strata lot number that the tenant occupies and the proposed mailing address of the tenant, if different from the strata lot.

BYLAW 12 - OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

(1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:

1. the structure of a building;
2. the exterior of a building;
3. chimneys, stairs, balconies or other things attached to the exterior of a building;
4. doors, windows or skylights on the exterior of a building, or that front on the common property;
5. fences, railings or similar structures that enclose a patio, balcony or yard;
6. common property located within the boundaries of a strata lot;
7. those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act.

(2) An Owner, as part of its application to the Strata Corporation for permission to alter a strata lot must do the following:

1. Submit, in writing, detailed plans and descriptions of the intended alterations to the Strata Council;

2. Obtain all applicable permits, licenses and approvals from the appropriate government authorities and provide copies to the Strata Council; and

3. Any other documents or information which the strata council may reasonably require in order to grant permission.

(3) The Strata Corporation must not unreasonably withhold its approval under this Bylaw but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and save harmless the Strata Corporation for any future costs in connection with the alteration.

(6) An Owner who alters a strata lot without adhering to these Bylaws, must restore, at the Owner's expense, the strata lot to its condition prior to the alteration. If the Owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the Owner. The cost of such alteration shall be added to and become part of the strata fees of that Owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of the monthly strata fees.

BYLAW 13 - OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

(1) The ability of an Owner to alter common property and permission obtained from the Strata Council is subject to s.71 of the *Act*, where applicable.

(2) 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.

(3) An Owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets must do the following:

1. Submit, in writing, detailed plans and descriptions of the intended alterations to the Strata Council; and

2. Obtain all applicable permits, licenses and approvals from the appropriate government authorities and provide copies to the Strata Council.

(4) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and save harmless the Strata Corporation for any future costs in connection with the alteration.

(5) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to restore the common property or limited common property to its former state on sale of the strata lot. This agreement shall be binding on all heirs and successors. If the Owner, heirs or successors refuse or neglect to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the Owner and/or his or her heirs or successors. The cost of restoring the alteration shall be added to and become part of the strata fees of that Owner for the next month following the date on which the cost was incurred and will become due and payable on the due date of the payment of the monthly strata fees.

(6) An Owner who alters common property, limited common property or common assets without adhering to these Bylaws, must restore, at the Owner's expense, the common property, limited common property or common asset to its condition prior to the alteration. If the Owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the Owner. The cost of such alteration shall be added to and become part of the strata fees of that Owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of the monthly strata fees.

(7) Any installation of cable wiring will be placed in a manner that hides the wire from view. No holes will be cut into the exterior cladding of the buildings. Any existing cable installation, which does not conform to this Bylaw, will be corrected within 90 days of approval of the Bylaws and repairs to the building cladding, if needed, will be completed within 90 days, both at the owners' expense. Strata Council reserves the right to undertake these repairs and charge the owner for the costs incurred after 90 days from registration of the Bylaws.

(8) A maximum of two satellite TV dishes with a diameter of less than 24 inches and of a neutral colour will be permitted. Only pedestal dishes will are permitted. No dishes can be mounted to the building exterior. Owners must remove dishes, if required, for

building maintenance. Cable wiring must be placed in a manner that hides the wire from view.

(9) Owners who wish to install central air conditioning must first obtain the approval of Strata Council. Air conditioning units must be placed in a location that will not cause a noise disturbance to the neighbouring strata lot owners. Any damage to the common property as a result of an air conditioning unit is the responsibility of the Strata Lot Owner. All through wall connections must be properly sealed and maintained by the Strata Lot Owner.

(10) The schedule of indemnity agreements attached hereto as Schedule "A", denoting those strata lots whose common area alterations are subject to an indemnity agreement, and the indemnity agreement listed therein forms part of these Bylaws.

BYLAW 14 – RENOVATIONS / ALTERATIONS

(1) An Owner must give council two working days' prior notice of the scheduled arrival of trade persons or delivery of materials. Trade persons must be licensed and bonded.

(2) An Owner must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.

(3) An Owner must ensure that the hours of work are restricted to 8:00 am to 5:00 pm, Monday through Friday, and 10:00 am to 5:00 pm, Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an Owner must apply for permission in writing to the council at least five business days before the holiday date.

(4) An Owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be at the discretion of the council.

(5) An Owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained and that the work conforms in all respects with prevailing legislation, local Bylaws and building codes.

BYLAW 15 - PERMIT ENTRY TO STRATA LOT

(1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:

1. in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

2. at a reasonable time, on 24 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 (1) (b) must include the date and approximate time of entry, and the reason for entry.

(3) Owners, tenants and occupants must permit inspections that are arranged by the Strata Corporation or its agent to inspect an in suite smoke detectors/alarms on an annual basis, or more often as required. An Owner that fails to participate in the required smoke detector/alarm inspection must submit (within 60 days after the Strata's annual fire inspection) a certificate to confirm satisfactory operation of smoke detector(s), issued by a qualified fire services company. The certificate must confirm that the smoke detector(s) is/are operational (as required by the BC Fire Code).

(4) Owners, tenants and occupants must permit entry for technicians that are arranged by the Strata Corporation or its agent to inspect and to clean the unit's dryer vent (outside and inside the unit) on an annual basis, or as required. An Owner that fails to participate in the required inspection and cleaning service is required to submit (within 60 days after the Strata's dryer vent inspection and cleaning service) a certificate that confirms the cleaning service is complete. The certificate must be issued by a qualified/certified duct cleaning company. The document must confirm that the dryer vent (outside and inside) was properly cleaned.

(5) An Owner or tenant who improperly fails or refuses to provide access contrary to Bylaw 14 (1) shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to allow an authorized person access. The strata corporation may commence court proceedings to compel access to the strata lot and the unit Owner or tenant who unlawfully refused access shall not only be responsible for damages but also for the legal costs of the strata corporation as between the solicitor and his or her own client.

(6) Owners, tenants and occupants must permit inspectors that are arranged by the Strata Corporation or its Agent (Century 21) to inspect and/or to perform required service, maintenance and repairs. An Owner that fails to participate in the required service,

maintenance or repairs is required to complete the missed maintenance or repairs at their sole expense within sixty (60) days after the Strata Corporation's schedule service for that identified service. A certificate of completion for the identified service must be submitted to the Strata Corporation to confirm satisfactory completion of service or repairs by a qualified/ticketed trade that specializes in the identified service.

DIVISION 3 — POWERS AND DUTIES OF STRATA CORPORATION

BYLAW 16 - REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

(1) The Strata Corporation must repair and maintain all of the following:

1. common assets of the Strata Corporation;

2. common property that has not been designated as limited common property;

3. 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;

4. a strata lot, but the duty to repair and maintain it is restricted to

i. the structure of a building,

ii. the exterior of a building,

iii. chimneys, stairs, balconies and other things attached to the exterior of a building,

iv. doors, windows and skylights on the exterior of a building or that front on the common property, excluding garage doors; and

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

(2) All expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Strata Corporation and any other expenses, charges or costs which the Strata may incur or expend pursuant to its duties shall be assessed by the Strata Corporation.

(3) the duties of the Strata Corporation shall include, but shall not be limited to, the following:

1. the operation, care upkeep, maintenance and repair of the common elements;

2. the collection of contributions towards common expenses from the Owners;

3. the arranging for the supply of utilities to the common elements and the strata lots, unless separately metered, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Strata Corporation.

DIVISION 4 — COUNCIL

BYLAW 17 - COUNCIL SIZE

(1) The council must have at least 3 and not more than 7 members.

BYLAW 18 – ELIGIBILITY FOR COUNCIL

(1) The only persons who may be council members are the following:

1. Owners;

2. Individuals representing corporate Owners provided that the corporate Owner authorizes the individual to represent it and submits written consent to that effect to the Strata Corporation.

3. a spouse of an Owner residing who is not registered on title provided that the Owner submits written consent to the Strata Corporation authorizing the spouse to stand for council;

4. a family member of an Owner residing who is not registered on title provided that the Owner submits written consent to the Strata Corporation authorizing the family member to stand for council; or

5. a partner to a registered Owner provided that the partner and the registered Owner are cohabiting in a relationship tantamount to a marriage-like relationship whether of the same sex or not provided that the Owner submits written consent to the Strata Corporation authorizing the partner to stand for council.

(2) No person shall stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under Section 116 (1) of the Act.

(3) If a council member is unable to continue to be on council pursuant to Bylaw 17(2), then that council member is deemed to have resigned for the purposes of Bylaw 20.

BYLAW 19 - COUNCIL MEMBERS' TERMS

(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.

BYLAW 20 - REMOVING COUNCIL MEMBER

(1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(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.

BYLAW 21 - REPLACING COUNCIL MEMBER

(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.

BYLAW 22 - OFFICERS

(1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

(3) The vice president has the powers and duties of the president

1. while the president is absent or is unwilling or unable to act, or

2. 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.

BYLAW 23 - CALLING COUNCIL MEETINGS

(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 must be in writing.

(3) A council meeting may be held on less than one week's notice if

1. all council members consent in advance of the meeting, or

2. 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.

BYLAW 24 - QUORUM OF COUNCIL

(1) A quorum of the council is

1. 3, if the council consists of 3, 4 or 5 members,

3. 4, if the council consists of 6 or 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

BYLAW 25 - COUNCIL MEETINGS

(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:

1. Bylaw contravention hearings under section 135 of the Act;

2. rental restriction Bylaw exemption hearings under section 144 of the Act;

3. any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

BYLAW 26 - VOTING AT COUNCIL MEETINGS

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

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

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

BYLAW 27 - COUNCIL TO INFORM OWNERS OF MINUTES

(1) The council must inform Owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

(2) Notwithstanding (1) above, *In camera* meeting minutes will not be distributed to the Owners.

BYLAW 28 - DELEGATION OF COUNCIL'S POWERS AND DUTIES

(1) Subject to subsection (2), 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 not delegate its powers to determine, based on the facts of a particular case,

1. whether a person has contravened a Bylaw or rule;

2. whether a person should be fined, and the amount of the fine;

3. whether a person should be denied access to a recreational facility; or

4. all legal matters including the taking of advice and giving of instructions to legal counsel, but excluding volunteer dispute resolution.

BYLAW 29 - SPENDING RESTRICTIONS

(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.

(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.

BYLAW 30 - LIMITATION ON LIABILITY OF COUNCIL MEMBER

(1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise 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 5 — ENFORCEMENT OF BYLAWS AND RULES

BYLAW 31 - VIOLATION OF BYLAWS

(1) Any infraction or violation of these Bylaws or any rules and regulations established pursuant to these Bylaws or the *Act* on the part of an Owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation and any costs or expenses, including legal costs, expended or incurred by the Strata Corporation in correcting, remedying or curing such infraction or violation, shall be charged to such Owner and shall be added to and become a part of the assessment of the Owner for the month next following the date when such costs or expenses are expended or incurred by the Strata Corporation and shall become due and payable by the Owner on the date of payment of such monthly assessment is due.

(2) For the purposes of this Bylaw, legal costs are comprised of fees, taxes and disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.

(3) For the purposes of section 133(2) of the SPA, "reasonable costs of remedying the contravention" of the Strata Corporation's Bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.

(4) Any legal costs or expenses incurred by the Strata Corporation to collect any arrears or any contravention of a Bylaw, rule, regulation or the Act shall be charged to that Owner and shall be added to and become part of the assessment or that Owner for the month next following the date on which the legal expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the date of payment of the monthly assessment.

(5) The Strata Corporation may recover from any Owner by an action for debt in any court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, or invitees, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws, and there shall be added to any amount found due, all costs of such action including legal costs as between solicitor and client.

BYLAW 32 - MAXIMUM FINE

(1) The Strata Corporation may fine an Owner or tenant a maximum of

1. $200 for each contravention of a Bylaw, and
2. $50 for each contravention of a rule.
3. $500.00 for each contravention of a rental Bylaw.

BYLAW 33 - CONTINUING CONTRAVENTION

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

DIVISION 6 — ANNUAL AND SPECIAL GENERAL MEETINGS

BYLAW 34 - QUORUM

(1) A quorum for an annual or special general meeting is one-third (1/3rd) of eligible voters holding the Strata Corporation's votes who are present in person or by proxy.

(2) If within fifteen (15) minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting, if convened upon a requisition, shall be dissolved. In any other case, the meeting shall stand adjourned to thirty (30) minutes from the appointed time at the same place, and, if at the time to which the meeting is adjourned a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, the person or persons present or being represented by proxy or Owner or Owners entitled to attend and vote at the meeting shall be a quorum.

BYLAW 35 - PERSON TO CHAIR MEETING

(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.

BYLAW 36 – ELECTRONIC ATTENDANCE AT MEETINGS

(1) An Owner may attend at an annual or special general meeting by telephone, teleconference, or any other method as determined by the chairperson of the meeting, if the method permits all persons participating in the meeting to communicate with each other during the meeting.

(2) All electronic communications issued during the course of a general meeting pursuant to this Bylaw shall be deemed to form part of the Strata Corporation meeting minutes and records.

BYLAW 37 - DELETED

BYLAW 38 - VOTING

Comment: Because of developments in the law, secret balloting has been removed and replaced by the term "marked ballots".

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

(2) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the Act, then the vote for that strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.

(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.

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

(5) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(6) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(7) Despite anything in this section, an election of council or any other vote must be held by marked ballot, if the marked ballot is requested by an eligible voter.

BYLAW 39 - ORDER OF BUSINESS

(1) The order of business at annual and special general meetings is as follows:

1. certify proxies and corporate representatives and issue voting cards;
2. determine that there is a quorum;
3. elect a person to chair the meeting, if necessary;
4. present to the meeting proof of notice of meeting or waiver of notice;
5. approve the agenda;
6. approve minutes from the last annual or special general meeting;
7. deal with unfinished business;

8. 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;

9. ratify any new rules made by the Strata Corporation under section 125 of the Act;

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

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

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

13. elect a council, if the meeting is an annual general meeting;

14. terminate the meeting.

(2) The Owners may modify the agenda of an annual general meeting by majority vote.

(3) The meeting shall be conducted as the chair sees fit.

DIVISION 7 — VOLUNTARY DISPUTE RESOLUTION

BYLAW 40 - VOLUNTARY DISPUTE RESOLUTION

(1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

1. all the parties to the dispute consent, and

2. the dispute involves the Act, the regulations, the Bylaws or the rules.

(2) A dispute resolution committee consists of

1. 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

2. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 8 — LEGAL PROCEEDINGS

BYLAW 41 - SMALL CLAIMS ACTIONS

(1) Notwithstanding Section 171 of the Act, the Strata Council may, at its sole discretion, commence proceedings under the *Small Claims Act* against an Owner or other person to collect money owing to the Strata Corporation without authorization from the Strata Corporation. The Council may commence the proceedings to collect the monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an Owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim.

DIVISION 9 – PROPERTY

BYLAW 42 – ACQUISITION OR DISPOSAL OF PERSONAL PROPERTY BY STRATA CORPORATION

(1) The Strata Corporation may acquire personal property for the use of the Strata Corporation or dispose of personal property of the Strata Corporation if the personal property has a market value which does not exceed $15,000. If the market value of the personal property exceeds $15,000, then a resolution passed by a ¾ vote at an annual or special general meeting is required to either acquire or dispose of personal property.

DIVISION 10 – RENTALS

BYLAW 43 – RENTAL PROHIBITION

(1) Pursuant to s.141 of the Act and subject to any exemptions provided for under the said Act, the lease or rental of residential strata lots is prohibited.

(2) This Bylaw does not apply to prevent the rental of a strata lot to a member of the Owner's family.

(3) "Family" or "Family Member" means a spouse or the Owner, a parent or child of the Owner, or a parent or child of the spouse of the Owner.

(4) "Spouse of the Owner" includes an individual who has lived and cohabited with the Owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

(5) Rentals may be permitted pursuant to s.144 of the Act on grounds that the Bylaws create a hardship on the Owner.

(6) An Owner may provide a written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:

1. The reason the Owner thinks an exemption should be made; and
2. Whether the Owner wishes a hearing.

(7) If the Owner wishes a hearing, the Strata Corporation must hear the Owner or the Owner's agent within four (4) weeks after the date the application is given to the Strata Corporation.

(8) An exemption is allowed if the Strata Corporation does not give its decision in writing to the Owner:

1. If a hearing is held, within one week after the hearing; or
2. If no hearing requested, within two weeks after the application is given to the Strata Corporation; or
3. If the Owner requests a hearing under subsection (7) and the Strata Corporation does not hold a hearing, within 4 weeks after the date the application is given to the Strata Corporation

(9) An exemption granted by the Strata Corporation may be for a limited time.

(10) The Strata Corporation must not unreasonably refuse to grant an exemption based on hardship.

(11) Where an Owner leases or rents a strata lot in contravention of any provisions of this Bylaw, the Owner is subject to a fine of $500.00 for each seven (7) day period the strata lot is rented and the Strata Corporation may take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the Bylaw. Any legal costs incurred by the Strata Corporation to enforce the rental restriction Bylaws shall be the responsibility of the contravening Owner and recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

DIVISION 11 – SALES

BYLAW 44 – SALE OF STRATA LOT

(1) An Owner or his or her agent shall:

1. Post signage to advertise the sale of the Strata Lot only in designated locations approved by Strata Council;

2. Show the common property and hold open houses only during the hours of 10:00 am and 6:00 pm on each day.

3. Ensure that signage:

   i. Does not exceed 1 meter x 1 meter in size; and

   ii. Is properly painted, preferably with a white background.

(2) An Owner, tenant or occupant shall remove all goods and objects from the common property within thirty (30) days from the date of vacating the strata lot, unless permission is granted in writing by the strata council to the contrary.

(3) Any goods or objects not so removed shall be deemed abandoned and may be removed by the strata council or its agents and disposed of or sold in a manner determined by the strata council in its sole and absolute discretion. Any reasonable costs incurred by the strata council, including reasonable legal costs as between solicitor and his own client, may be deducted from the proceeds of the sale of the goods. Surplus proceeds, if any, shall be paid by the strata council to the Owner of such goods and objects.

BYLAW 45 – MOVING

(1) An Owner, tenant or occupant shall:

1. Provide the Strata Council with notice prior to moving furniture or effects in or out of the property;

2. Move and remove household furniture and effects from the property only during such times and in such a manner stipulated by Strata Council from time to time.

(2) If the common property is damaged as a result of moving in or out of the property, the strata corporation may do what is reasonably necessary to repair such damage and the person who may be fined for the contravention shall be required to pay the reasonable costs of remedying the contravention, including payment of reasonable legal costs as between a solicitor and his own client.

DIVISION 12 – RECREATIONAL FACILITIES

BYLAW 46 – CLUBHOUSE

(1) The Clubhouse is available for use by the Residents of Hatfield Park for private functions, subject to the following conditions:

a. The function must be sponsored by an Owner and is for the use of the Owner and his or her guests. No minors under the age of 19, with the attendance of an Owner, also of the age 19 or older, shall be permitted the use of the Clubhouse;

b. The Owner accepts responsibility for any and all damage above and beyond normal wear and tear;

c. A refundable security deposit in the amount of $25.00 and a non-refundable $25.00 improvements and betterments' fee must be paid in advance of the date required;

d. To request the use of the Clubhouse the Owner must contact the Social Director and make the appropriate arrangements prior to the date that it is required for;

e. No loud music or rowdy behavior is permitted;

f. Smoking is not permitted in the Clubhouse;

g. Dogs and other pets are not permitted in the Clubhouse;

h. In the event that the Clubhouse is not returned to its original condition, a janitorial service will be contracted to clean the facility at the expense of the owner; and

i. All functions to be held only between the hours of:

i. Sunday through Thursday 10:00 am to 9:00 pm

ii. Friday and Saturday 10:00 am to 10:00 pm

j. No businesses are to be operated out of the Clubhouse;

k. The Strata Council has the right to refuse any request to use the Clubhouse.

BYLAW 46A – DENIAL OF ACCESS TO RECREATIONAL FACILITIES

(1) The Strata Corporation may, for a reasonable length of time, deny an Owner, tenant, occupant, visitor or any person who has the right to use the recreational facility pursuant to a joint use agreement between the subject strata corporation and any

participating strata corporation, the use of a recreational facility that is common property or a common asset if the Owner, tenant, occupant or visitor has contravened a Bylaw or rule relating to the recreational facility.

DIVISION 13 – INSURANCE

BYLAW 47 – INSURANCE DEDUCTIBLE

(1) An owner is deemed to be responsible for 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 and the loss or damage is not covered and paid by any insurance policy.

(2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assts 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, co-occupants, family members, employees, agents, contractors, guests or invitees and the loss or damage is not covered and paid by any insurance policy.

(3) If any loss or damage deemed to be the responsibility of an owners under subsection (1) and / or (2) of this bylaw results in a claim against any insurance policy held by the strata corporation, that owner shall save harmless and indemnify, and is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/ or any amount by which the loss or damage exceeds the insurance coverage.

(4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, that owner is strictly liable and shall fully indemnify and save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, including 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 of a full indemnity basis.

(5) For greater certainty, an Owner shall be deemed to be responsible even if that Owner is not negligent and such responsibility shall be construed on a strict liability standard for purposes of payment of the insurance deductible pursuant to Section 158(2) of the Act, plus repair costs and other related costs or expenses not covered by proceeds from insurance.

(6) Without restricting the generality of the foregoing, an Owner is responsible for:

1. Any water escape damage from that Owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the Owner's strata lot including, but not limited to the following:

    i. Dishwasher;

    ii. Refrigerator with ice/water dispensing capabilities;

    iii. Garburator;

    iv. Hot water tank;

    v. Washing machine;

    vi. Toilet, sink, bathtub and/or shower;

    vii. Air conditioner;

    viii. Fish tank;

    ix. Plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the Owner;

    x. Fireplace; or

    xi. Any other similar type of appliance, equipment or fixture

2. Any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that Owner or a prior Owner of that strata lot; and

3. Any damage to property that an Owner is required to repair and maintain.

(7) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to Common Property or other assets of the Strata Corporation or to any other unit owned by any other Owner, including the Owners unit, as a result of damage arising from a grow operation, clandestine laboratory or other illegal activity installed in or operating from the Owner's unit in the Strata Corporation, but only to the extent that such expense is not reimbursed by the proceeds received by operation of any insurance policy held by the Strata Corporation. 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 the Owner.

(8) For the purposes of this Bylaw, the lesser of the amount of the damages or the insurance deductible plus an uninsured repair costs and related legal costs shall be charged to the Owner's monthly assessment on the first of the month following the date on which the expense was incurred.

(9) Any insurance deductibles or uninsured repair costs charged to an Owner shall be added to and become part of the assessment of the Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

(10) The adoption of Bylaws (1) through (9) herein does not in any way limit the Strata Corporation's ability to sue an Owner in order to recover the deductible portion of an insurance claim if the Owner is responsible.

BYLAW 48 – PERSONAL INSURANCE

(1) An Owner must obtain and maintain in force comprehensive personal liability insurance or comprehensive home Owner insurance (or a combination thereof):

1. of at least $1,000,000.00 for each strata lot the Owner owns in the corporation;

2. the insures the Owner against:

   i. damage to any strata lot, the common property including limited common property, or common assets for which the Owner is responsible, whether under these Bylaw or at law; and

   ii. claims by the strata corporation for compensation arising from the payment of an insurance deductible to the strata corporation's insurance; specifically (but not exclusively), the insurance must insure against a claim by the strata corporation further to section 158(2) of the *Strata Property Act* as amended from time to time.

(2) An Owner must demonstrate to the Strata Corporation proof of the insurance required as aforesaid by providing a copy of the policy or an insurance certificate to the strata council:

1. upon the purchase or a strata lot;

2. upon renewal of the policy; and

3. upon the reasonable request of the strata council.

DIVISION 14 – PRIVACY

BYLAW 49 PRIVACY POLICY

(1) Under the *Personal Information Protection Act* ("P.I.P.A"), the Strata Corporation may collect, from time to time, certain personal information of Owners, tenants, and occupants including but not limited to:

1. The name, homes address, and home telephone and/or cell phone number of Owners, tenants and occupants;
2. Email addresses;
3. Banking information, in the case of Owners, for payment of strata fees,
4. Video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed in the building by the strata corporation in the following locations, with signage noting operation and monitoring and operational 24 hours a day, 7 days a week;
    a. Exterior entrance/exit locations for pedestrian and vehicle traffic;
    b. Interior entrance/exit locations in common areas;
    c. Common activity areas such as gym and pool area;
    d. As needed in other interior/exterior common property or limited common property areas to address security, physical safety, illegal actions or Bylaw infractions;
5. Information and data recorded and collected during the use and operation of the access control system (e.g. key fobs) installed in the building that monitors access to and from the common areas.

(2) Unless the purposes for collecting the Personal Information are obvious and the Owner, resident or tenant voluntarily provides his or her Personal Information for those purposes, subject to the exceptions set out in subsection (3) of this Bylaw, 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.

(3) Personal Information recorded and collected will not be disclosed to any person, other than: the building manager; the strata corporation's strata agent; elected members of the strata council during the course of exercising the powers and performing the duties

of the strata corporation; the strata corporation's legal counsel; or law enforcement personnel; except:

i. When required or authorized by law to do so.

ii. When disclosure is consented to in writing by an Owner, tenant or occupant.

iii. To update banking or financial records.

iv. When required to collection outstanding strata fees or other amounts due and payable to the strata corporation.

v. During the course of a criminal investigation involving vandalism to of theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of Owners, tenants, occupants, visitors and invitees, or the physical assault or an Owner, tenant, occupant, visitor or invitee.

vi. In an emergency that threatens an individual's life, health or personal security.

(4) The strata corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.

(5) This Bylaw authorized the collection of personal information using the video surveillance system and access control system for the following purposes only:

i. To monitor access to and from the common property areas of the building;

ii. To protect personal property of Owners, tenants, occupants, visitors and invitees;

iii. To protect common property and common assets of the strata corporation;

iv. To protect the security and physical safety of Owners, tenants, occupants, visitors and invitees to the building.

(6) Personal Information collected from the use and operation of the video surveillance system and access control system is retained by way of electronic data storage for up to 7 days on the strata corporation's computer data storage system, at which time the personal information is permanently deleted from the system's computer hard drives. If an incident is reported within the 7 day period and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for further review.

(7) Owners, residents and tenants have a right to access their Personal Information, subject to limited exceptions:

i. Where the Personal Information is protected from disclosure by solicitor-client privilege;

ii. Where disclosure would reveal Personal Information about another individual;

iii. 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;

iv. Where the Personal 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 (a) until a collective agreement; (b) under an enactment; or (c) by a court; or

v. Where the information is in a document that is subject to a solicitor's lien.

(8) Requests for access to view a specific individual's personal information, other than access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the strata corporation's strata agent. The strata corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Subject to PIPA and these Bylaws, the strata agent will make the requested information available within 14 days from the date of the request and copies will be provided for a reasonable fee.

(9) Request for access to view personal information recorded and collected using the video surveillance system and the access control system must be made in writing and may be emailed to the building manager. Provided that the personal information has not previously been recorded over, and subject to P.I.P.A. and these Bylaws, the building manager will make the requested stored data available for inspection within 24 hours from the date of the request.

Schedule A – Indemnity Agreements

Strata Lot	Unit No.	Description of Alteration	Registration Date	Registration Number
Strata Lot Number	*Unit Number*	*(Describe approved alteration)*	*Date Bylaw amendment to Schedule A was registered*	*Registration # of Bylaw amendment to Schedule A*

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