



**STRATA PLAN BCS 4367
60 WEST CORDOVA**

BYLAWS

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DIVISION 1 – SEPARATE SECTIONS

1.1 Commercial Section

- (1) The owners of all non-residential strata lots (sometimes referred to herein as commercial strata lots) will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "Section 1 of The Owners, Strata Plan BCS 4367 (the "Commercial Section").

1.2 Residential Section

- (1) The owners of all residential strata lots will form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name "Section 2 of The Owners, Strata Plan BCS 4367 (the "Residential Section").

1.3 Administration Sections

- (1) The Residential Section must elect an executive in the manner described in Part VII of these Bylaws.
- (2) The Commercial Section must elect an executive in the manner described in Part VIII of these Bylaws.
- (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to enforce bylaws and rules.
- (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section or the owner of a strata lot within such section. No limited common property within the written approval of the Residential Section and no limited common property within the Commercial Section shall be altered by an owner of a non-residential strata lot without the written approval of the Commercial Section.
- (5) Each of the Commercial Section and the Residential Section may obtain insurance only:
 - (a) against perils that are not insured by the strata corporation; or
 - (b) for amounts that are in excess of amounts that are insured by the strata corporation

Each section has the same interest as the Strata Corporation has in property contained within such section.

1.4 Payment & Collection of Section Fees

- (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all strata lots in such section.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

1.5 Repair & Maintenance of Property by Separate Sections

- (1) Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section including any common asset situate therein for the exclusive benefit of the section to such limited common property is appurtenant. In particular and without limiting the foregoing, but subject always to paragraph 6.6 hereof, the Residential Section shall be responsible for the repair, maintenance and replacement of the elevators and their related mechanical systems.

1.6 By-Law Restrictions

- (1) Notwithstanding anything contained in these bylaws to the contrary, no bylaw, rule or regulation of the strata corporation shall prohibit, prevent or impair the owner of a non-residential strata lot from:

- (a) fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning or other applicable bylaws and rules and regulations in effect from time to time, and without limiting the generality of the foregoing:
 - (i) the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes as may be permitted pursuant to the applicable governmental zoning or other applicable bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of any bylaws expressly applicable to the Commercial Section or a non-residential strata lot;
 - (ii) the strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot;
 - (iii) the strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a license, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot;
- (b) affixing, installing, repairing, maintaining Or replacing signage including any electrical box and other ancillary equipment necessary for the operation of such signage, on the exterior walls or surface or other common property around the outside perimeter of such owner's non-residential strata lot up to the base of the windows on the second level of the building in compliance with all necessary permits and approvals for such signage from all applicable governmental authorities, provided that such signage has been approved by the Commercial Section (unless the Commercial Section has not yet been formed in which case the signage shall have been approved by the owner developer) acting reasonably; and without limiting the generality of the forgoing, the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from installing, affixing, replacing, repairing or maintain any such signage;
- (c) installing, repairing, maintaining or replacing any device, pipes, wires, cables, chutes, ducts or other facilities on the Common Property, and specifically within the Common Property located on the basement level, ground level and roof of the building, in compliance with all necessary permits and approvals for such work from all applicable governmental authorities, without obtaining the prior written approval of the strata corporation, for the passage or provision of water, sewage, drainage, gas, oil, mechanical, electrical, ventilation, telecommunications or other services to and from such non-residential strata lot, provided that such owner of a non-residential strata lot has (i) obtained the prior approval from the Commercial Section, acting reasonably and (ii) carries out the

work in accordance with the design, plans and specifications of a qualified engineer or other applicable qualified consultant with respect to such installation, repair, maintenance or replacement and such owner is in compliance therewith; and

- (d) constructing or installing a mezzanine level within such non-residential strata lot without obtaining the prior written approval of the strata corporation provided that the owner of such non-residential strata lot (i) has obtained the prior approval from the Commercial Section, acting reasonably; (ii) carries out the work in compliance with the design, plans and specifications as approved by a qualified engineer or other applicable qualified consultant with respect to such construction or installation; and (iii) has obtained all necessary permits and approvals for such construction or installation from all applicable governmental authorities and is in compliance therewith.

DIVISION 2 – DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS & VISITORS

2.1 Payment of Strata Fees

- (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate sections as set out in the approved budget.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

2.2 Repair & 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.

2.3 Use of Property

- (1) An owner, tenant, occupant, employee 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
- (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,

provided always that the use of any commercial strata lot in compliance with the laws of the Province of British Columbia and Canada applicable therein and the applicable by-laws, rules, resolutions and orders of the City of Vancouver shall not be a use in breach of this section 2.3.

- (2) An owner, tenant, occupant, employee 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 the Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be used.
- (4) No owner, tenant, sub-tenant or occupant shall lease, offer for lease, permit, license, or advertise to use a Strata Lot for the purposes of temporary residence or occupancy, including bed-and-breakfast, lodging house, hotel, time share or vacation rental, for a period of less than thirty (30) consecutive calendar days.
 - (a) The residential strata lot owner must in all cases, prior to possession by the tenant, inform the strata corporation of the term of such rental, the identity of the tenant and deliver or cause to be delivered to the strata corporation a valid "Form K - Notice of Tenant's Responsibilities" in the form set out in the Strata Property Act, signed by the tenant, within two (2) weeks of renting.
- (5) A strata lot must not be used or advertised for short-term accommodations purposes, such as a lodging house, hotel, time share or vacation rental, whether arranged privately or through an agency or website, including Airbnb or VRBO. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot. The strata corporation may fine an owner or tenant a maximum of \$1,000.00 per day for each contravention of this bylaw. For the purpose of this bylaw, short term rentals, short term licence agreements or short-term accommodation referred to in bylaw 2.3 (4) is defined as any lease, tenancy agreement, licence agreement or any agreement to occupy a strata lot that is for a period of less than thirty (30) consecutive calendar days

2.4 Inform Strata Corporation

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

2.5 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:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under the Strata Property Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot;

provided always that subsections (b), with respect to signage, (d) and (e) will not apply to a non-residential strata lot owner who shall have the right to make alteration to such owner's strata lot involving those elements set out in subsection (b), (d) and (e) without the written consent of the strata corporation.

- (2) The strata corporation must not unreasonably withhold its approval under subsection 2.1(1), 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.
- (3) Subject to subsection 8.6, an owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant to alter, his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.
- (4) Hardwood flooring, including but not limited to hardwood, laminate, and tile, installed in a strata lot shall have a sound barrier installed between the hardwood flooring and the concrete floor slab. An owner requesting approval to install hardwood flooring must submit details of the proposed sound barrier and demonstrate that the proposed sound barrier meets or exceeds STC and IIC 65. Proof of purchase must be provided to the Strata Corporation for record keeping purposes.

2.6 Obtain Approval Before Altering Common Property

- (1) Subject to subsection 8.5, an owner must obtain the written approval of the strata corporation before making an alteration to common property (excluding limited common property) or common assets.
- (2) 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 provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

2.7 Permit Entry to Strata Lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time on 48 hours' written notice,
 - (i) 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 the Strata Property Act,
 - (ii) 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 the Strata Property Act, for purposes of clarity, the rights granted to the strata corporation under this bylaw shall include the right to use any balconies, decks or patios that have been designated as limited common property as a staging area for window washers and window washing equipment or for landscapers or greenery maintenance staff or to otherwise use limited common property as may be necessary to properly operate all window washing equipment as the case may be; and
 - (iii) to ensure compliance with the Strata Property Act and these bylaws;
- (3) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (4) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a non-residential strata lot.

2.8 Claims on Insurance Policies

- (1) An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

2.9 Pets

- (1) An owner, tenant or occupant of a residential strata lot or any of their guests or visitors must not keep any animals or pets (collectively a "Pet") in or about the residential strata lot or the limited common property relating to such a residential strata lot other than one or more of the following:
 - (a) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
 - (b) a reasonable number (as determined by the strata council from time to time) of small caged animals;
 - (c) up to 2 caged birds; or
 - (d) two dogs or two cats or one dog and one cat;
- (2) An owner, tenant, occupant, employee 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) No owner or occupant of a strata lot will permit his or her Pet to urinate or defecate on the common property or on any limited common property, and if any Pet does urinate or defecate on the common property or any limited common property, the owner or occupant will immediately and completely remove all of his or her Pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the Pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning.

2.10 Compliance with Bylaws

- (1) An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

DIVISION 3 – POWERS & DUTIES OF STRATA CORPORATION AND COUNCIL

3.1 Repair & Maintenance of Property by Strata Corporation

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 (except for repair and maintenance that is the responsibility of a separate section under bylaw 1.5, or the responsibility of an owner under subsection 2.2(2) but the duty to repair and maintain it is restricted to:

- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);
 - (v) fences, railings and similar structures that enclose patios, balconies and fence yards;

3.2 Costs of Certain Repairs & Maintenance

- (1) Notwithstanding bylaws 3.1(1) and 3.1(2) above, if the common assets or common property referred to in bylaws 3.1(1) or 3.1(2) above requiring repair or maintenance is for the exclusive use of or benefit exclusively the residential strata lots, or is for the exclusive use of or benefit exclusively the non-residential strata lots, as the case may be, then in such case the costs of such repair or maintenance shall be paid:
 - (a) by the owners of the residential strata lots if the common asset or common property requiring repair or maintenance is for the exclusive use of or benefits exclusively the residential strata lots only; or
 - (b) by the owners of the non-residential strata lots if the common asset or common property requiring repair or maintenance is for the exclusive use of or benefits exclusively the non-residential strata lots only.

3.3 Council Size

- (1) The council must have at least 3 and not more than 7 members, and at least one of its members will be a representative of the Commercial Section and at least one of its members will be a representative of the Residential Section provided, however, that if no representative of at least one owner within the Commercial Section agrees to be a member of the council, the council may consist of only representatives of the Residential Section.

3.4 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.

3.5 Removing Council Member

- (1) Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting replace the council member for the remainder of the term, provided however, that if the council member removed was the sole representative of the Commercial Section on the council, subject to bylaw 3.4(3), the replacement council member must be a representative of the Commercial Section, unless no representative of the Commercial Section agrees to become a council member, in which case the replacement council member may be a representative of the Residential Section.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against the strata lot under the Act.

3.6 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.

3.7 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
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act, or

- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

3.8 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 does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

3.9 Requisition of Council Hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.
- (4) For the purpose of this building 3.8, "hearing" shall mean an opportunity to be heard in person at a council meeting.

3.10 Quorum of Council

- (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members, (
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members

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

3.11 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 not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

3.12 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) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

3.13 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.

3.14 Delegation of Council's Powers & Duties

- (1) Subject to subsection (2) to (4), the council may delegate some or all of its powers and duties to one or more council member or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with subsection.
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

3.15 Spending Restrictions

- (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 of the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council members liability, as an owner, for judgment against the strata corporation.

3.16 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 members liability, as an owner, for a judgment against the strata corporation.

DIVISION 4 – ENFORCEMENT OF BYLAWS, RULES & MAXIMUM FINE

4.1 Maximum Fine

- (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
 - (c) \$1,000 for each contravention of bylaw 2.3(5)
- (2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either

the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council or a section executive pursuant to the Strata Property Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

4.2 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 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

5.1 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
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

5.2 Participation by Other than Eligible Voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting, but only if permitted to do so by the chair of the meeting.

5.3 Voting

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

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

5.4 Order of Business

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;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

5.5 Quorum of Meeting

- (1) 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 5.5 (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.

DIVISION 6 – COMMON EXPENSES

6.1 Strata Fees

- (1) The strata lot owners' contributions to the common expenses of the Strata Corporation will be levied in accordance with this bylaw.

6.2 Section Fees

- (1) The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this bylaw.

6.3 Apportionment of Common Expenses

Common expenses will be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:

- (1) common expenses attributable to either separate section will be allocated be allocated to that separate section and, subject to bylaw 6.5, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
- (2) common expenses not attributable to either separate section, will be for the account of the Strata Corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (3) common expenses attributable to anyone strata lot will be allocated to such strata lot.

6.4 Allocation Between Sections

Without limiting the generality of bylaw 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

- (1) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section (such as the amenity room, the roof top terraces, lobbies, elevators and utility rooms) will be solely for the account of the owners of strata lots in such section;
- (2) the cost of maintaining all roofs and structural elements of the building will be for the account of the Strata Corporation;
- (3) the cost of insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (4) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation, provided however, that if the landscaped or other outdoor area is located within an area which benefits only the residential strata lots exclusively, or benefits only the non-residential strata lots exclusively, then the costs of maintain such landscaped or other outdoor area shall be allocated to the strata lots enjoying the benefit of the landscaped or other outdoor area; and
- (5) the cost of maintaining those portions of the basement and ground level which have been leased to pursuant to parking area leased dated, will be for the account of the Residential Section, including, but not limited to the cost of maintaining the security gate at the entrance of such parking facility.

6.5 Expenses Attributable to Limited Common Property

- (1) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.
- (2) Notwithstanding any provision of these Bylaws to the contrary, if the owner or tenant of any non-residential strata lot is entitled to the use of any parking stall, storage locker or bicycle locker/stall, then in such case such owner or tenant shall be entitled to the use of the elevators for the purposes of access to and from the parking facility and the basement level of the building and the Strata Corporation may allocate up to 2% of the expenses attributable to the elevators to the owners of strata lots forming the Commercial Section.

6.6 Apportionment Within a Section

Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:

- (1) Common expenses except electricity will be allocated to all strata lots in the separate section and will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section. If a strata lot will require a utility or other service not supplied to all strata lots the cost will not be a common expense and if this utility

is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine.

- (2) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot will be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

DIVISION 7 – BYLAWS APPLICABLE TO RESIDENTIAL STRATA LOTS USE OF PROPERTY

7.1 Residential Strata Lots Use of Property

An owner of a residential strata lot will not:

- (1) use, or permit any occupant of his or her residential strata lot to use, his or her residential strata lot for any purpose which involves undue traffic or noise in or about the residential lot or common property or that encourages loitering by persons in or about the residential strata lot or common property;
- (2) make, cause or produce or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any residential strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (3) obstruct or use, or permit any occupant of his or her residential strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (4) leave, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (5) use, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time.
- (6) shake, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;

- (7) do, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (8) permit a condition to exist within his or her residential strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (9) allow his or her residential strata lot to become unsanitary or a source of odour;
- (10) feed, or permit any occupant of his or her residential 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 residential 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 residential strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her residential strata lot;
- (11) install, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her residential strata lot which are not beige, white or a neutral shade of colour;
- (12) hang or display, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (13) use or install, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the residential strata lot, the common property or any limited common property, any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (14) erect on or fasten to, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the residential strata lot, the common property or any limited common property any television or radio antenna, satellite dishes, transmitters, telecommunications equipment or similar structure or appurtenance thereto;
- (15) place, or permit any occupant of his or her residential strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a residential strata lot;
- (16) place, or permit any occupant of his or her residential strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or

her residential strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any hanging plants or baskets or other hanging items within three feet of a balcony railing line;

- (17) enclose (partially or fully), modify or add to the balcony of the residential strata lot, and without limitation, not to install an awning or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose; and
- (18) give, or permit any occupant of his or her residential strata lot 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 residential strata lot permitted by these bylaws.

7.2 Garbage Disposal

- (1) An owner, tenant or occupant of a residential strata lot will remove ordinary household refuse and garbage from his or her residential strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

7.3 Bicycles, Storage and Parking

- (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the owner's designated bicycle storage locker on such other area as may be prescribed by the strata council.
- (2) Any owner, tenant, occupant of a residential strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is insured under that policy.
- (3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.
- (4) An owner of a residential strata lot will not:
 - (a) use, or permit any occupant of his or her residential strata lot to use, any parking space in the building or on the common property or on any limited common property, except a parking space (if any) which has been specifically assigned to such owner, a parking space leased by the owner or, when specifically agreed with another owner, the parking space that has been specifically assigned to such other owner;
 - (b) carry out, or permit any occupant of his or her residential strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out,

any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of an emergency;

- (c) park, or permit any occupant of his or residential strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (d) use, or permit any occupant of his or her residential strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by bylaw 7.4(4)(b).

7.4 Move In / Move Out

- (1) A non-refundable assessment of \$200.00 will be levied for a combined move-in and move-out per suite. The fee will be collected each time a suite is purchased, when there is a change in tenancy, and during any other suite changes.
- (2) If the owner fails to provide the strata council the \$200.00 move in and move out fee within seven days of the move in or out, the owner or tenant will be subject to a \$50.00 fine every 7 days.
- (3) An appointment for a move in or out time must be made with the Building Manager 72 hours in advance. Moves will be restricted to between the hours of 8:00 a.m. and 4:00 p.m. having regard to the convenience of all concerned and to noise abatement. The Building Manager will give full instructions for the operation of the move. Residents contravening this Bylaw will be subject to a fine of \$200.00. Owners are responsible for the cost of repairing any damage that occurs.
- (4) Residents expecting large furniture deliveries will contact the Building Manager in advance in order to have the pads hung in the elevators to prevent damage. Owners are responsible for the cost of repairing any damage that occurs.

7.5 Selling of Residential Strata Lots

- (1) An owner of a residential strata lot, when selling his or her residential strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the residential lobby portion of the building which is designated for such purpose, and in no event will such signs be placed on the exterior of non-residential strata lot.
- (2) An owner of a residential strata lot, when selling his or her residential strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

7.6 Residential Section Executive Size

- (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the Residential Section executive is eligible for election to the strata corporation's council.

7.7 Executive Members' Terms

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

7.8 Removing Executive Members

- (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the Residential Section executive or continue to be on the executive with respect to a residential strata lot if the strata corporation is entitled to register a lien against that residential strata lot.

7.9 Replacing Executive Members

- (1) If a member of the Residential Section executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The Residential Section executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the Residential Section executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 24% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Strata Property Act, the regulations and the bylaws respecting the calling and holding of meetings.

7.10 Executive Officers

- (1) At the first meeting of the executive held after - each annual general meeting of the Residential Section, the Residential Section executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.

- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the Residential Section executive may appoint a replacement officer from among themselves for the remainder of the term.

7.11 Calling Executive Members

- (1) Any member of the Residential Section executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A Residential Section executive meeting may be held on less than one week's notice if:
 - (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

7.12 Requisition of Executive Hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Residential Section executive meeting.
- (2) If a hearing is requested under subsection (t), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

7.13 Quorum of Executive

- (1) A quorum of the Residential Section executive is:
 - (a) 1, if the executive consists of one member,

- (b) 2, if the executive consists of 2, 3 or 4 members,
- (c) 3, if the executive consists of 5 or 6 members, and
- (d) 4, if the executive consists of 7 members.

7.14 Executive Meetings

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

7.15 Voting at Executive Meetings

- (1) At Residential Section executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

7.16 Executive to Inform Owners of Minutes

- (1) The Residential Section executive must inform owners of residential strata lots of the minutes of all executive meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

7.17 Delegation of Executive's Powers & Duties

- (1) Subject to subsections (2) to (4), the Residential Section executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The Residential Section executive may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection.
- (3) A delegation of a general authority to make expenditures must:
- (a) set d maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Residential Section executive 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 time, or
 - (c) whether a person should be denied access to a recreational facility.

7.18 Spending Restrictions

- (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (i), a Residential Section executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

7.19 Limitation on Liability of Executive Member

- (1) A Residential Section executive 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 executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

7.20 Small Claims Court

- (1) Notwithstanding any provision of the Strata Property Act, the Residential Section may proceed under the Small Claims Act (British Columbia) against an owner or

other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a % vote.

7.21 Private Amenity User Fee

- (1) Private bookings for usage of the rooftop patio and/or amenity room will be subject to a rental fee in the amount outlined in the amenities room rules.

DIVISION 8 – BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS

8.1 Garbage Disposal

- (1) An owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from its non-residential strata lot and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

8.2 Signs & Display

- (1) An owner of a non-residential strata lot will be permitted to install signs or notices including any electrical box or other ancillary equipment necessary for the operation of such sign or notice, within such non-residential strata lot so as to be visible from the exterior of such non-residential strata lot and on the exterior of such non-residential strata lot up to the base of the windows on the second level, in compliance with all necessary permits and approvals for such signage from all applicable governmental authorities provided that such signage has been approved by the Commercial Section (unless the Commercial Section has not yet been formed in which case the signage shall have been approved by the owner-developer) acting reasonably; and without limiting the generality of the forgoing, the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from installing, affixing, replacing, repairing or maintaining any such signage.

8.3 Awnings

- (1) An owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of such non-residential strata lot which face the city street, on the condition that the plans for such awnings (i) have received the written approval of the strata corporation, acting reasonably, and (ii) have received the written approval of the strata corporation, acting reasonably, and (ii) have received any approvals required from applicable governmental authorities. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis at the sole cost and risk of the owner of the non-residential strata lot and such owner will take out and maintain at such owners sole cost insurance for such awnings as a reasonable owner installs similar awnings will obtain.

8.4 Vents & Exhaust

- (1) No owner, tenant or other occupant of a non-residential strata lot shall cook or permit any cooking of any nature within the non-residential strata lot unless prior

kitchen venting and exhaust equipment has been installed and is functioning in its intended manner to eliminate cooking odour.

8.5 Alteration of Common Property

- (1) Notwithstanding subsection 2.6(1), an owner of a non-residential strata lot shall be permitted to install, repair, maintain or replace any device, pipes, wires, cables, chutes, ducts or other facilities on the Common Property, and specifically within the Common Property located on the basement level, ground level and roof of the building in compliance with all necessary permits and approvals for such work from all applicable governmental authorities, without obtaining the prior written approval of the strata corporation, for the passage or provision of water, sewage, drainage, gas, oil, mechanical, electrical, ventilation, telecommunications or other services to and from such non-residential strata lot, provided that such owner of a non-residential strata lot has (i) obtained the prior approval from the Commercial Section, acting reasonably and (ii) carries out the work in accordance with the design, plans and specifications as approved by a qualified engineer or other applicable qualified consultant with respect to such construction or installation; and (iii) has obtained all necessary permits and approvals for such construction or installation from all applicable governmental authorities and is in compliance therewith.

8.6 Alteration of a Strata Lot

- (1) Notwithstanding subsection 2.5(1), an owner of a non-residential strata lot shall be permitted to construct or install a mezzanine level within such owners non-residential strata lot without obtaining the prior written approval of the strata corporation provided that the owner of such non-residential strata lot (i) has obtained the prior approval from the Commercial Section, acting reasonably; (ii) carries out the work in compliance with the design, plans and specifications as approved by a qualified engineer or other applicable qualified consultant with respect to such construction or installation; and (iii) has obtained all necessary permits and approvals for such construction or installation from all applicable governmental authorities and is in compliance therewith.

8.7 Commercial Section Executive Size

- (1) The executive of the Commercial Section must consist of the owner of, or a representative of the owner of, each of the non-residential strata lots.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

8.8 Executive Members' Terms

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

8.9 Removing Executive Members

- (1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the Commercial Section executive or continue to be on the executive with respect to a non-residential strata lot if the strata corporation is entitled to register a lien against that non-residential strata lot.

8.10 Replacing Executive Members

- (1) If a member of the Commercial Section executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the Strata Property Act, the regulations and the bylaws responding the calls and holdings of the meetings.

8.11 Executive Officers

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

8.12 Calling Executive Meetings

- (1) Any member of the Commercial Section executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) An executive meeting may be held in less than one week's notice if:
 - (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

8.13 Requisition of Executive Hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Commercial Section executive meeting.
- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

8.14 Quorum of Executive

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

8.15 Executive Meetings

- (1) At the option of the Commercial Section executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.

- (2) If an executive meeting is held by electronic means, executive members are deemed to present in person.
- (3) Owners of non-residential strata lots may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

8.16 Voting at Executive Meetings

- (1) At Commercial Section executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

8.17 Executive to Inform Owners of Minutes

- (1) The Commercial Section executive must inform owners of the non-residential strata lots of the minutes of all executive meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

8.18 Delegation of Executive's Powers & Duties

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

- (d) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

8.19 Spending Restrictions

- (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member of the Commercial Section may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

8.20 Limitation on Liability of Executive Member

- (1) A Commercial Section executive 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 executive.
- (2) Subsection (1) does not affect an executive members liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

8.21 Small Claims Court

- (1) Notwithstanding any provision of the Strata Property Act, the Commercial Section may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a % vote.

DIVISION 9 – VOLUNTARY DISPUTE RESOLUTION

9.1 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:
 - (a) all the parties to the dispute consent, and

- (b) the dispute involves the Strata Property Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented- to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 10 – MARKETING ACTIVITIES BY OWNER DEVELOPER DISPLAY LOT MARKETING ACTIVITIES

10.1 Owner Developer Display Lot Marketing Activities

- (1) During the time that the owner developer of the strata corporation is a first owner of any units, it will have the right to maintain any unit or units, whether owned or leased by it, as a display unit or units, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell the units.
- (2) An owner developer may use any strata lots that the owner developer owns or rents as display lots for the sale of other strata lots in the strata plan.

DIVISION 11 – LOADING DOCKS

11.1 Loading Docks

- (3) The use of the loading docks (the "Loading Docks") located on the ground floor of the building shall be shared between the owners and tenants of the non-residential strata lots and the owners and occupants of the residential strata lots as follows:
 - (a) the shared use of the Loading Docks shall be managed by the manager of the building;
 - (b) an owner or tenant of a non-residential strata lot shall have priority over an owner or occupant of a residential strata lot for the use of both of the Loading Docks, except for on weekends between 9 a.m. to 5 p.m. where an owner or occupant of a residential strata lot shall have priority over an owner or tenant of a non-residential strata lot for the use of one of the Loading Docks, as designated by the Commercial Section from time to time; and

- (c) an owner or occupant of a residential strata lot shall not use a Loading Dock unless such owner or occupant has coordinated with the manager of the building at least 3 days in advance of such use.

DIVISION 12 – COMMUNITY INVOLVEMENT

12.1 Community Involvement

- (1) The strata corporation and the owners, occupants and tenants of the strata lots acknowledge and agree that the strata corporation is intended to be a community of actively involved owners, occupants and tenants living and operating in collaboration with one another. To further such goal, the owners, occupants and tenants of the strata lots acknowledge that the strata corporation may from time to time ask such owners and occupants to volunteer to provide services in or about the building would otherwise be performed by third party service providers contracted by and at the cost of the strata corporation.
- (2) To the extent that any such voluntary performance of services reduces the common expenses of the strata corporation, not attributable to either separate section, such reduction will be for the benefit of the Strata Corporation and allocated to all of the strata lots in proportion to the respective unit entitlements or as otherwise set out in the current budget of the strata corporation, or if such voluntary contribution reduces the common expenses attributable to either separate section, such reduction will be for the benefit of that separate section and allocated to the strata lots in proportion to the respective unit entitlement of a strata lot divided by the aggregate unit entitlement of all strata lots within that separate section.

DIVISION 13 – INSURANCE AND CHARGEBACKS

13.1 Insurance and Chargeback

- (1) The strata corporation shall not be financially responsible to an owner for any loss, damage or expense to an owner for overflows or leakage of water arising from a strata lot or any adjoining strata lots where such overflow or leakage arises from that part or parts of a strata lot that an owner is required to repair and maintain under these bylaws.
- (2) An owner is responsible for any loss or damage to a strata lot, common property, limited common property, common facilities or common assets, including but not limited to when the cause of the loss or damage originated within the owner's strata lot, and shall 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, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. Without limiting the generality of the word "responsible", an owner is responsible for loss or damage caused by the owner or by any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner or the owner's family.

- (3) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation where a claim is made under the strata corporation's insurance policy will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (4) For the purposes of these bylaws, any uninsured repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (5) Where an owner or occupant has upgraded an original fixture and the upgraded fixture suffers damage, the cost to repair or replace the upgraded fixture must be paid by the owner or occupant responsible for the damage and not by the strata corporation.
- (6) For the purposes of these bylaws an owner shall be liable to and indemnify the Strata Corporation for the following costs and expenses incurred or expended by the Strata Corporation as a result of a violation of these bylaws or of it having to enforce these bylaws, including pursuing legal action to collect an insurance deductible or uninsured costs for which the owner is responsible:
 - a) Administrative and investigation costs;
 - b) Legal and administrative expenses, on a solicitor and own client basis;
 - c) Professional/consulting services; and
 - d) Emergency restoration and remediation costs.
- (7) In addition to the obligations and liabilities imposed by the bylaws herein, an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:
 - (a) any of the following items located in the owner's strata lot:
 - (i) dishwasher;
 - (ii) refrigerator with or without ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) radiant heating system, including boiler;
 - (vi) toilets, sinks, bathtubs and showers;
 - (vii) plumbing pipes, fixtures and hoses that are not common property;
 - (viii) anything introduced into the strata lot by the owner.

- (b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner, the owner's tenants, or by prior owner(s) of the strata lot;
 - (c) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (d) any pets residing in or visiting at the owner's strata lot; and
 - (e) any children residing in or visiting at the owner's strata lot.
- (8) An owner is strictly liable to the Strata Corporation for any damage caused by the owner or the owner's tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner, including the cost of repair or replacement if required, to fences, gates, doors, windows, carpeting, elevators, sprinkler systems, common property hallways, storage lockers, parking stalls or to any common property, limited common property, common assets not specifically referenced herein.
- (9) An owner is strictly liable to the Strata Corporation for trade call outs for investigations, repairs, maintenance, services or costs that are the responsibility of the owner related but not limited to:
- (a) unauthorized affixing of planters, canopies or awnings to common property;
 - (b) the cost of re-keying due to lost keys;
 - (c) the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property repairs required due to such emergency access/entry or forced entry;
 - (d) the costs to clean up garbage or recycling not properly disposed of in the garbage/recycling room;
 - (e) damages to landscaping;
 - (f) the costs to clean up pet waste;
 - (g) damage caused to common property by vehicles, bicycles, scooters, wheelchairs, and skateboards; and

for any other repairs or maintenance costs incurred which the strata council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors or employees and for which an owner is responsible.

DIVISION 14 – SECURITY

14.1 Security

- (1) For the purposes of the Strata Property Act and other enactments, the security of the owners, tenants and visitors of the Strata Corporation and for the protection of common property and common assets, the Strata Corporation is authorized to purchase, install, monitor, repair, replace, remove/move, alter and operate the following security/monitoring systems within the Strata Corporation:
 - (a) Closed circuit television/video surveillance equipment (“CCTV”) installed in the following areas, operating twenty-four (24) hours a day, seven (7) days a week. Main camera system:
 - (i) entrance door;
 - (ii) lobby;
 - (iii) main floor elevators;
 - (iv) loading bay;
 - (v) main gate;
 - (vi) basement elevators;
 - (vii) parkade bike area;
 - (viii) parkade east corridor; and
 - (ix) parkade alley door.
 - (b) Closed circuit television/video surveillance equipment (“CCTV”) installed in the following areas, operating twenty-four (24) hours a day, seven (7) days a week. Secondary camera system:
 - (i) level 12 corridor; and
 - (ii) amenity room
 - (c) Electronic security access systems (“FOB”) in various entryways within the Strata Corporation, which will record within the FOB activity such as time and dates of the opening of doors and store that information, so it may be reviewed.
- (2) The Strata Corporation is authorized to add and/or subtract the number of CCTV cameras or FOB locations in use within the Strata Corporation as the Strata Council, in its discretion, considers necessary to meet the objectives of safety, security and management of the Strata Corporation and its occupants.
- (3) The Strata Corporation has installed signs in various locations within the Strata Corporation warning that the area is monitored by CCTV cameras.

- (4) The CCTV recordings will be stored electronically for a period of up to three (3) weeks in the main camera system and up to one (1) week in the secondary camera system from the date of recording before being overwritten, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (5) The FOB records will be stored electronically for a period of up to thirty (30) days from the date of recording before being overwritten, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (6) The CCTV and FOB systems' (collectively, the "Security System") records and/or usage records (collectively, the "Records") will be used only for the purposes of law enforcement, the enforcement of the Strata Corporation's bylaws and rules which relate to the management, safety and security of the building and its occupants, as set out in this bylaw. Personal information of owners, tenants, occupants or visitors will only be disclosed or reviewed by the Strata Council, the Strata Corporation's property manager, or the Strata Corporation's building manager:
 - (a) to identify and communicate with each strata unit owner and/or tenant;
 - (b) to process strata fee payments;
 - (c) to respond to emergencies;
 - (d) to ensure the protection of common property or common assets of the Strata Corporation;
 - (e) to ensure compliance with the Strata Corporation's legal obligations;
 - (f) pursuant to a Court Order, warrant or equivalent authorization in accordance with the terms of the authorizing document;
 - (g) as required to govern or manage the Strata Corporation;
 - (h) as requested by an owner, tenant, or occupant who may request access to the Records which contain images/information of the person making the request, provided written permission of any other person(s) present in any recording is obtained and provided within fourteen (14) days of the image/information being recorded, in which case the recording will be retained for an additional thirty (30) days in order to permit viewing, unless a longer time period has been agreed to between the persons requesting the viewing and the Strata Council; and
 - (i) as requested by any person or agency, without a court order and as permitted by law, as determined by a majority vote of the Strata Council, if the disclosure is in the best interest of the Strata Corporation, including but not limited to:
 - (i) An insurance company adjusting a claim;
 - (ii) A law enforcement agency; or

- (iii) A Government agency.
- (7) No owners, tenants, occupants, visitors, or members of the public will be entitled to view or receive a copy of the Records, unless a written request is made for that person's own personal information as recorded by the Security System. The Strata Corporation reserves the right to charge \$50.00 per hour payable in advance, if charged by the Strata Corporation's management firm, to any person making a request for a review of the Records regardless of if the review provides the information requested or not. The Strata Corporation is not required to review or copy the Records if the person making the request refuses to pay the costs as outlined above or does not have the written consent of others as set out in bylaw (f)(viii).
 - (8) The Security System's hardware and recording system will be secured and located in a locked room, and the system will be password protected with the Strata Corporation's management firm; security service contractor and the Strata Corporation's building manager.
 - (9) Access to or review of the Records shall be restricted to two (2) persons: two (2) council members, one (1) council member and the strata manager, both of which must be present during access/review of the Records, of the Strata Corporation's building manager.
 - (10) A Security System log will be created and kept in proximity to the Security system's recording systems. Any persons copying the Records will indicate in the log the reason/purpose for the copying of the Records, the date and time of the review, the names and positions of the persons conducting the copying of the records. The log should contain an explanation of why the copy was made, to whom it was given, and provide particulars of the contents of the copy, including dates, times and locations of the Records which were copied and a brief synopsis of the information which is contained in the copy.
 - (11) A Strata Council member will be appointed as a privacy officer and this person shall be responsible to address all requests for the Records, ensure that the Strata Corporation is in compliance with the Personal Information Protection Act ("PIPA") and/or other privacy legislation and prevent unauthorized access to the Security System and the Records.
 - (12) Any information obtained via the Security System is for the Strata Corporation purposes only in accordance with the provisions of PIPA. It is not to be used by the Strata Corporation or any individuals, including Council members, former Council members, agents, employees, or contractors of the Strata Corporation for any purposes whatsoever other than for the benefit or betterment of the Strata Corporation or its owners, as set out in this bylaw.
 - (13) In installing and/or maintaining the Security System described herein, the Strata Corporation makes no representation or guarantee 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 out

of negligence or otherwise) for personal security or personal property in area monitored by any of the systems.