

BYLAWS
for
ABBOTSFORD PLACE

STRATA CORPORATION
L.M.S. 375

Duly Registered in Land Titles Office

Amended: January 11, 2023

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STRATA CORPORATION L.M.S. 375
ABBOTSFORD PLACE
CONSOLIDATED BYLAWS

**These bylaws have been consolidated for your ease of use. Fully registered documents are filed at the Land Titles Office.*

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1 PAYMENT OF STRATA FEES

(Amended at the Annual General Meeting held on January 11, 2023)

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 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 calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.3 The Strata corporation may, in its sole discretion and without a $\frac{3}{4}$ vote, in accordance with section 116 of the Act, register a certificate of lien against any strata lot whose owner is over three months in arrears of payment on his or her monthly strata fees, and shall, in accordance with section 117 of the Act, apply for judgment against any owner who is over six months in arrears of his or her monthly strata fees.
- 1.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.5 Where an owner fails to pay a special levy in accordance with bylaw 2.4, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

2 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

(Amended at the Annual General Meeting held on November 16, 2021)

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

3 USE OF PROPERTY

- 3.1 An owner, tenant, occupant 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 or by the strata plan.
- 3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.3 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 3.4 An owner, tenant, or occupant must not keep any pets on a strata lot other than one or more of the following:
- a) a reasonable number of fish or other small aquarium animals;
 - b) a reasonable number of small caged mammals;
 - c) up to 2 caged birds;
 - d) no dogs and only one indoor spayed or neutered cat.
(Amended September 13, 2002 Document #BT336285)
- 3.5 An owner must comply with the following prior to the renting or leasing of a strata lot:
(Registered September 24, 2003 Document #BV386928)
- a) the owner must give the tenant a copy of the registered Bylaws, and have them complete and sign a form K, which will be submitted to the council within 30 days of the commencement of the tenancy. *(Amended at the Annual General Meeting held on November 16, 2021)*
- 3.6 Owners and tenants moving into the building must:
- a) give the strata corporation and the council a minimum of 24 hours' notice; and all moves must be between the hours of 8:00 am – 8:00 pm. *(Amended at the Annual General Meeting held on January 11, 2023)*
 - b) pay a move in fee of \$100 for each move of furniture and household items into the building;
 - c) pay a \$100 damage deposit to obtain the elevator lock off key prior to the move into or out of the building. The deposit will be retained if the elevator key is not returned
 - d) the elevator lock off key must be used at all times while loading and unloading the elevator, and the elevator door must not be blocked open;
 - e) obtain: elevator pads prior to the move and ensure that elevator pads are installed prior to a move in/out and removed following the move; and

- f) clean up any debris or litter left behind as a result of a move and vacuum the hallways and lobby. Owners will be charged for any additional clean up or repair costs resulting from the move. *(Amended September 26, 2018 Document HC41423-01426414;1)*
- 3.7 An owner, tenant occupant or visitor may not smoke tobacco, marijuana, other chemicals or e-cigarettes:
- a) in a strata lot;
 - b) on all interior common property;
 - c) on all exterior common property (except in 2 “designated smoking areas” designated by council in writing on the outside of the building.)
(Amended at the Annual General Meeting held on November 16, 2021)
 - d) on all limited common property including balconies and patios.
(Amended September 26, 2018 Document HC41423-01426414;1)
- 3.8 An owner, tenant or occupant may not grow or cultivate marijuana plants within a strata lot, common property, or limited common property. *(Amended September 26, 2018 Document HC41423-01426414;1)*
- 3.9 The maximum number of occupants in a strata lot is as follows:
- a) 2 persons in a 1 bedroom strata lot;
 - b) 4 persons in a 2 bedroom strata lot; and
 - c) 6 persons in a 3 bedroom strata lot;
(Amended September 25, 2019 Document HC51406 01515724;1)
- 3.10 An owner, tenant, occupant or visitor may park in the loading zone for a maximum of 15 minutes for the purpose of loading and unloading only. The vehicle's 4 way flashers must be on at all times while the vehicle is parked in the loading zone.
(Amended September 25, 2019 Document HC51406 01515724;1)

4 INFORM STRATA CORPORATION

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

5 OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 5.1 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 on the exterior of a building, or that front on the common property; (*Amended - Strata Property Amendment Act 1999*)
 - e) window or exterior door coverings that are visible from the exterior of a strata lot must be "white" or "off-white" in colour. (*Registered November 1, 2011 Document #BB1997701*)
 - f) fences, railings or similar structures that enclose a patio, balcony or yard;
 - g) common property located within the boundaries of a strata lot;
 - h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 5.2 The strata corporation must not unreasonably withhold its approval under subsection (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.
- 5.3 This section does not apply to a strata lot in a bare land strata plan.

6 OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- 6.1 An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 6.2 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.

7 PERMIT ENTRY TO STRATA LOT

- 7.1 An owner, tenant, occupant, or visitor must allow a person authorized by the strata corporation to enter the strata lot
- a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act. (*Amended - Strata Property Amendment Act 1999*)
- 7.2 The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

8 REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- 8.1 The strata corporation must repair and maintain all of the following:
- a) common assets of the strata corporation;

- b) common property that has not been designated as limited common property;
- c) limited common property, but the duty to repair and maintain it is restricted to
 - i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A) the structure of a building;
 - B) the exterior of a building;
 - C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D) doors; windows and skylights on the exterior of a building or that front on the common property; (*Amended - Strata Property Amendment Act 1999*)
 - E) fences, railings and similar structures that enclose patios, balconies and yards;
- d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - i) the structure of a building,
 - ii) the exterior of a building,
 - iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv) doors, windows and skylights on the exterior of a building or that front on the common property, and (*Amended - Strata Property Amendment Act 1999*)
 - v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 - COUNCIL

9 COUNCIL SIZE

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

10 COUNCIL MEMBERS' TERMS

- 10.1 The term of office of a councilmember ends at the end of the annual general meeting at which the new council is elected. (*Amended - Strata Property Amendment Act 1999*)
- 10.2 A person whose term as council member is ending is eligible for re-election.

11 REMOVING COUNCIL MEMBER

- 11.1 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 councilmembers.
- 11.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12 REPLACING COUNCIL MEMBER

- 12.1 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.
- 12.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 12.3 The council may appoint a councilmember under this section even if the absence of the member being replaced leaves the council without a quorum.
- 12.4 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.

13 OFFICERS

- 13.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.3 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.
- 13.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the councilmembers may appoint a replacement officer from among themselves for the remainder of the term.

14 CALLING COUNCIL MEETINGS

- 14.1 Any councilmember 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.
- 14.2 The notices does not have to be in writing.
- 14.3 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.
- 14.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called. (*Amended - Strata Property Amendment Act 1999*)

15 QUORUM OF COUNCIL

- 15.1 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.
- 15.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

16 COUNCIL MEETINGS

- 16.1 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.
- 16.2 If a council meeting is held by electronic means, councilmembers are deemed to be present in person.
- 16.8 Owners may attend council meetings as observers.
- 16.4 Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- a) bylaw contravention hearings under section 135 of the Act;

- b) rental restriction bylaw exemption hearings under section 144 of the Act;
- c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

17 VOTING AT COUNCIL MEETINGS

- 17.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 17.2 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.
- 17.3 The results of all votes at a council meeting must be recorded in the council meeting minutes. (*Amended - Strata Property Amendment Act 1999*)

18 COUNCIL TO INFORM OWNERS OF MINUTES

- 18.1 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.

19 DELEGATION OF COUNCIL'S POWERS AND DUTIES

- 19.1 Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 19.2 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).
- 19.3 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.
- 19.4 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 recreation facility.
- 19.5 The Strata Council of the Strata Corporation (the "Strata Council") take all such further

actions to register the bylaw amendments with the Land Title Office, including but not limited to filing a form I, Amendment to Bylaws. *(Added at the Annual General Meeting held on September 25, 2019)*

- 19.6 Any two members of the Strata Council execute such documents as are required to register the bylaw amendments in the Land Title Office on behalf of the Strata Corporation. *(Added at the Annual General Meeting held on September 25, 2019)*

20 SPENDING RESTRICTIONS

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

21 LIMITATION ON LIABILITY OF COUNCIL MEMBER

- 21.1 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.
- 21.2 Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

22 MAXIMUM FINE *(REGISTERED AS BYLAW 5.1 at the January 11, 2023 Annual General Meeting)*

- 22.1 Except as otherwise provided in these bylaws, the Strata Corporation may fine an owner a maximum of;
- a) \$200.00 for the first contravention of a Bylaw
 - b) \$200.00 for each additional contravention of a bylaw
 - c) \$50.00 for each contravention of a rule.
 - d) \$1000 for each contravention of bylaw 34 "Short Term Rentals"
- 22.2 The strata corporation may impose a fine on an owner for a continuing contravention of a bylaw or rule every 7 days
- 22.3 Each owner is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws. If the owner or fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and having been provided with a reasonable opportunity to answer the complaint (including a hearing, if requested), be assessed and pay a fine of \$10. If such default continues for a further 15 days, an additional fine of \$25 will be

levied against and paid by the owner, as the case may be, and for each additional month default continues, an additional fine of \$25 will be levied against and paid by the owner.

23 CONTINUING CONTRAVENTION

- 23.1 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

24 PERSON TO CHAIR MEETING

- 24.1 Annual and special general meetings must be chaired by the president of the council.
- 24.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 24.3 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.

25 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

- 25.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 25.2 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.
- 25.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

26 VOTING

- 26.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 26.2 At an annual or special general meeting a vote is decided on a show of voting cards or by roll call, secret ballot or some other method.
- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

- 26.7 Despite anything in this section, an election of councillor any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

27 ORDER OF BUSINESS

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

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

28 ELECTRONIC MEETINGS

(Added at the Annual General Meeting held on November 16, 2021)

- 28.1 An Annual or Special General Meeting may be by Zoom, by telephone or any other electronic method if such method permits all persons hosting and or participating in the meeting to communicate with each other during the meeting.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

29 VOLUNTARY DISPUTE RESOLUTION

- 29.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- a) all the parties to the dispute consent, and
 - b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 29.2 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.
- 29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 - MARKETING ACTIVITIES BY OWNER DEVELOPER

30 DISPLAY LOT

- 30.1 An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- 30.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

DIVISION 8 - PRIVACY

31 PRIVACY

- 31.1 The strata corporation is authorized to install up to 30 video surveillance cameras which will operate 24 hours per day, seven days per week in the lobbies of the north, west and east buildings, the entrance to underground parking, the garbage area and the storage areas for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities. *(Amended September 26, 2018 Document HC-41423-01426414;1)*
- 31.2 Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance. *(Amended September 26, 2018 Document HC-41423-01426414;1)*
- 31.3 Additionally the strata corporation collects data with respect to the usage of each security FOB including where the FOBs are used and the date and time of use. *(Amended September 26, 2018 Document HC-41423-01426414;1)*

- 31.4 The video surveillance recordings and security FOB usage records will be maintained on a computer located in the office which will be password protected and locked at all times. Council and management will have access to the recordings. *(Amended September 26, 2018 Document HC-41423-01426414;1)*
- 31.5 The video surveillance recordings will be retained for 30 days after which they will be overwritten except where the council decides to preserve recordings from a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired. *(Amended September 26, 2018 Document HC-41423-01426414;1)*
- 31.6 The security FOB usage records will be retained for 30 days after which they will be overwritten except where the council decides to preserve the information related to a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired. *(Amended September 26, 2018 Document HC-41423-01426414;1)*
- 31.7 The video recordings/security FOB usage records may be accessed or disclosed only under the following circumstances:
- a) access by the council members, caretaker and strata manager;
 - b) pursuant to a Court order, warrant or equivalent authorization in accordance with the terms of the authorizing document;
 - c) to any person, as determined by majority vote of the council, if, the disclosure is consistent with the purpose as set out in subsection (1);
 - d) to a resident or visitor who may only request access to view a video recording which contains images of the person making the request provided that permission of any other person(s) present in the recording is obtained and provided that the request is presented within one week of the image being recorded, in which case, the recording will be retained for 7 days in order to permit viewing, unless a longer time period has been agreed between the person requesting the viewing and the council; and
 - e) to any person, as determined by majority vote of the council, if, the disclosure is in the best interest of the strata corporation or any resident or visitor or is permitted by law. *(Amended September 26, 2018 Document HC-41423-01426414;1)*
- 31.8 In installing and/or maintaining the systems described herein, the strata corporation makes no representation or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems. *(Amended September 26, 2018 Document HC-41423-01426414;1)*

DIVISION 9 – MISCELLANEOUS

32 INSURANCE AND RESPONSIBILITY

- 32.1 An owner, tenant, occupant or visitor must not do, or omit to do, whether deliberately, accidentally or inadvertently, anything which may adversely affect the strata corporation's insurance, including, not exhaustively, anything which may:
- (a) increase the rate of any premium applicable to or any deductible under the strata corporation's insurance;
 - (b) result in the cancellation or voiding of any policy of the strata corporation's insurance; or
 - (c) result in the loss of any insurance coverage that the strata corporation would ordinarily obtain.
- 32.2 An owner, tenant or occupant is responsible for obtaining insurance coverage to cover risks that are not covered by the insurance policies taken out by the strata corporation. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible
- 32.3 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- 32.4 For clarity and without limiting the meaning of the word "responsible", an owner is deemed to be responsible, for any of the following:
- a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "responsible" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
 - b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
 - c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
 - i) dishwasher;
 - ii) refrigerator with ice/water dispensing capabilities;

- iii) garburator;
- iv) washing machine;
- v) toilets, sinks, bathtubs;
- vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
- vii) fireplaces;
- viii) exhaust fans and humidifiers/dehumidifiers;
- ix) anything introduced into the strata lot by a resident or visitor;
- x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
- xi) any pets residing in or visiting at the owner's strata lot;
- xii) any person residing in or visiting at the owner's strata lot; and
- xiii) barbecues or smokers.

32.5 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

- a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
- b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
- c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
- d) any insurance deductible paid or payable by the strata corporation; and
- e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 32.5(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

33 SMALL CLAIMS ACTIONS

(Added at the Annual General Meeting held on November 16, 2021)

- 33.1 Notwithstanding any provisions of the Act, the strata corporation may proceed under the Small Claims Act (B.C.) against an owner or other person to collect money owing to the strata corporation including, but not limited to, money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

34 SHORT TERM RENTALS

(Amended at the Annual General Meeting held on November 16, 2021)

- 34.1 The Short-Term Rental of a strata lot is strictly prohibited. An owner, tenant or occupant must not:
- (a) use or allow their strata lot (or any part of it) to be used for the purposes of providing temporary accommodation for the general public including, but not limited to:
 - (i) as vacation or travel accommodation;
 - (ii) any sort of paid short term accommodation arrangement or license to occupy.
 - (iii) as a room rental, home exchange or other similar arrangement (excluding the hosting of a single exchange student).
 - (b) allow, permit, agree or otherwise grant, in exchange for money, a short-term license to a person who ordinarily resides outside the strata corporation to occupy their strata lot while that owner, tenant or occupant is absent from the strata lot
 - (c) the strata corporation is entitled to impose a fine of up to \$1000 for a contravention of this bylaw.
- 34.2 Where an owner uses their Strata lot as a short-term rental in contravention of the bylaw set out in subsection 34.1, the strata corporation, in addition to any fines that may be levied pursuant to these bylaws, may take all necessary steps to terminate the Short term Rental, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. The strata corporation may recover from a contravening owner the reasonable legal and other costs incurred by the strata corporation to enforce the Short-Term Rental Restriction bylaw 34.1 against the contravening owner, in addition to any fines that may be levied against the contravening owner in accordance with these bylaws.

35 ELECTRIC VEHICLE CHARGING

(Amended at the Annual General Meeting held on January 11, 2023)

- 35.1 Because the electrical system is in need of updating, and does not have enough capacity, the charging of Full EV and Hybrid Vehicles is prohibited.

END OF BYLAWS