



CONSOLIDATED BYLAWS
PACIFICA
STRATA LMS 597

†
NOTE: BYLAWS APPROVED BY THE STRATA CORPORATION AT THE SPECIAL GENERAL MEETING HELD OCTOBER 28, 2014. ALL PREVIOUSLY REGISTERED BYLAWS AND THE SCHEDULE OF STANDARD BYLAWS WERE CANCELLED AND REPEALED.

BYLAWS APPROVED AND REGISTERED AFTER OCTOBER 28, 2014 ARE NOTED WITH THE APPLICABLE DATE.

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For the purposes of these bylaws, “residents” means an owner, tenant or occupant and “a resident” means any one of them.

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

1. Payment of strata fees and other amounts

- 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 Any infraction or violation of these bylaws or any rules by an owner or his tenants, occupants or visitors may be corrected, remedied or cured by the strata corporation. Any expense so incurred by the strata corporation will be charged to the owner and will be added monthly to the owner’s assessment.
- 1.3 Where an owner fails to pay strata fees to the strata corporation in accordance with bylaw 1.1, outstanding strata fees will be subject to:
 - (a) an interest charge of 10% per annum, compounded annually; and
 - (b) a fine of \$50 per month.
- 1.4 Each dishonoured cheque or dishonoured automatic debit received from an owner will be subject to an administration charge of \$35.00, in addition to any fine that may be levied.

2. Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.2 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 A resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal or contrary to any government or municipal rules or ordinances, 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.

- 3.2 Without limiting bylaw 3.1:
- (a) a resident or visitor must not use a washing machine, dryer, garburator, vacuum or dishwasher between the hours of 11:00pm and 8:00am;
 - (b) repairs, renovations and alterations shall be limited to regular working hours of between 8 a.m. to 5 p.m. Monday to Saturday excluding all Statutory holidays;
 - (c) no restrictions or hindrances such as boxes, debris, other materials, and/or furniture are permitted to be left on or in sidewalks, entrances, exits, halls, passageways, stairways, vestibules, nor any other area of the common property.
- 3.3 All residential strata lots shall be used principally as a private dwelling and not for the purpose of directly operating a business or commercial enterprise. Business activities are not to interfere with the privacy of others.
- 3.4 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.5 Only staff members who have been authorized by the strata corporation are permitted to operate any machinery or equipment that forms part of the common property or common assets of the strata corporation.
- 3.6 An owner who rents his strata lot is responsible to ensure that any tenant receives a copy of the current bylaws and rules of the strata corporation.
- 3.7 All residents and visitors are restricted from service corridors, utility and maintenance rooms, including all roof areas not designated for public access.
- 3.8 No person(s) or any pets/animals of any kind are permitted in the fountain/pond or flower beds. Picking of flowers is not permitted.
- 3.9 Roller blades, skateboards, ball hockey, golf and racquet sports are not permitted on the grounds, parking lots or common areas.
- 3.10 Adults shall not use the children's playground equipment. Children under 12 must be supervised and are not to be left unattended at any time.
- 3.11 Residents must not litter or allow any visitor to litter on the grounds and common areas.
- 3.12 Smoking is not permitted anywhere on the common property, both interior and exterior. Cigarette butts are considered litter and may not be discarded on common property.
- 3.13 Consumption of alcohol is not permitted anywhere on the common property except within the amenity room when it has been duly booked for a special occasion by a resident. Such resident must comply with the rules of the BC Liquor Control Board regarding the conditions under which alcohol may be served.
- 3.14 Real Estate signs are not permitted to be displayed anywhere on the common property, limited common property, strata lots (visible from the outside), and the grounds with the exception of an area designated by the strata council. All posted signs or notices must be approved in writing by the strata council, and are to be located only on a specific sign tree.
- 3.15 Real Estate lock boxes are not permitted on the common property.

- 3.17 Door mats are not permitted in the common property hallways.
- 3.18 Residential interior window coverings must be kept in good repair at all times, including during renovations. Curtains, drapes, blinds, or shades must be white or off-white in appearance when viewed from the exterior.
(October 3, 2022 SGM)

4. Pets and Animals

- 4.1 No pets or any other animals (other than a reasonable number of aquarium kept fish or 2 caged birds) shall be kept in or brought into a strata lot.
- 4.2 No pets or other animals are permitted on the common property.
- 4.3 No birds or animals shall be fed from any strata lot balcony or the common property.
- 4.4 Visiting animals/pets are not permitted.
- 4.5 Residents must inform visitors of the bylaws regarding pets and animals.

5. Inform Strata Corporation

- 5.1 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.
- 5.2 An owner who rents their strata lot must provide the strata corporation the following tenant information prior to the tenant moving into the building:
- a) first and last name(s);
 - b) phone number; and
 - c) email address.
- (October 3, 2022 SGM)

6. Obtain approval before altering a strata lot

- 6.1 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 interior structure of a strata lot, including stairs and built-in cabinets;
 - b) walls;
 - c) any relocation of electrical and plumbing infrastructure;
 - d) natural gas appliances and fireplaces;
 - e) flooring;
 - f) the exterior of a building;
 - g) chimneys, stairs, balconies, or other things attached to the exterior of a building;
 - h) doors, windows, or skylights on the exterior of a building, or that front on the common property;
 - i) fences, railings, or similar structures that enclose a patio, balcony, or yard;
 - j) common property located within the boundaries of a strata lot; and/or
 - k) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 6.2 The strata corporation must not unreasonably withhold its approval under bylaw 6.1 but may require as a condition of its approval that the owner agrees, in writing, to take responsibility by completing and signing the Assumption of Liability Form.
(October 3, 2022 SGM)

- 6.3 Before an owner requests permission to alter their strata lot, the owner must register with the Facilities Manager as per bylaw 5.1.
- 6.4 An owner must submit their alteration related City of Vancouver permits and inspection reports to the strata corporation upon request by the strata corporation.
- 6.5 Any alterations or additions made to the interior or exterior of a strata lot, limited common property, or common property without the approvals and permits required by these bylaws, may be restored or removed by the strata corporation at the expense of the owner who made the alterations or additions.
(October 3, 2022 SGM)

7. Obtain approval before altering common property

- 7.1 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.
- 7.2 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.

8. Conduct of Alterations

- 8.1 Any alterations to a strata lot must comply with all provisions, rules, regulations, or ordinances of any federal or provincial statute or any municipal bylaw, including obtaining any and all necessary permits and inspections.
- 8.2 The strata corporation, or its designate may require, as a condition of its approval under bylaw 6.1 and 8.1, that the owner agree, in writing, to one or more terms and conditions including, not exhaustively, the following:
- a) grant an owner's approval for alterations with or without conditions, changes, and/or restrictions;
 - b) require that the work be conducted in phases, with interim inspections prior to proceeding to the next phase;
 - c) require an owner to produce additional information about the renovation;
 - d) require an owner's attendance (in person or remotely via Zoom or similar mode) at a strata council meeting to review and discuss the renovation;
 - e) require the attendance (in person or remotely via Zoom or similar mode) at a strata council meeting, at the owner's cost, of the designer, engineer, contractor, or agent of any company engaged in the renovation to respond to questions;
 - f) require an owner to pay staff time if the renovation requires extensive involvement of onsite staff;
 - g) require an owner to pay for security, fire monitoring, or other third-party services during the renovation; and/or
 - h) require an owner and their contractor(s) to meet with the property manager and/or facilities manager to review renovation procedures.
- 8.3 Before starting any alteration work, the owner must complete and submit to strata council the Renovation Request Form along with drawings and specifications that describe the alterations to be made to their strata lot as defined in bylaw 6.1.

- 8.4 Owners conducting alterations to their strata lot must post Notice of Alteration signs on the bulletin board of the building where the strata lot is located. Owners of Promenade Mews townhomes must also distribute Notice of Alteration information sheets (signs) to their immediate neighbors.

The Notice of Alteration must be clearly printed and include:

- i. the dates the work will be starting and ending,
 - ii. the suite number,
 - iii. the owner's name and contact information,
 - iv. the contractor's name and contact information,
 - v. the date the notice was posted, and
 - vi. an acknowledgement that the owner and the contractor have each read the bylaws and rules pertaining to renovations and noise.
- 8.5 With respect to disposing construction material, debris, and garbage:
- a) an owner must arrange for private disposal of all construction material, debris, and garbage;
 - b) garbage bins provided by the strata corporation are for household garbage only;
 - c) construction materials and debris must not be carried in or out through the front entrance of any main floor building lobby, but may be carried out through the parkade; and
 - d) the owner whose tradespeople or contractors do not respect this bylaw may be charged for the costs of the clean-up of common property if necessary.
- 8.6 With respect to contractors and tradespersons:
- a) an owner may have up to two (2) vehicles retained in respect of their alteration park in visitor's parking during such alteration;
 - b) a contractor or tradesperson is permitted to park in the owner's designated parking spot; the owner must notify the Facilities Manager in advance;
 - c) an owner may rent additional parking stalls for their contractors and tradespersons;
 - d) contractors and tradespersons are permitted to use the loading zones in the parkade, so long as they abide by the time limits; and
 - e) contractors and tradespeople are not permitted to use the washroom facilities in the pool area or amenity room. The owner whose tradespeople or contractors do not respect this bylaw may be charged for the costs of the clean-up of common property if necessary.
- 8.7 The elevator must be booked for moving large renovation material, such as carpeting, cabinets, drywall, etc. Elevators must be booked three (3) business days in advance through the Facilities Manager.
- 8.8 In addition to the other requirements of this bylaw (8), specific types of alterations require the following:
- a) supporting or structural walls: a structural engineer's report with drawings that describe how any changes will maintain the integrity of the building;
 - b) fire safety devices, including fire alarm wiring and fire suppression systems: alterations must be conducted by the strata corporation's currently approved contractor and require coordination with the Facilities Manager;
 - c) water and sewer: pipes contained within walls and floors are considered common property and require a report from a qualified contractor describing how the changes may affect other units that share those pipes. Alterations require coordination with the Facilities Manager; and

- d) Gas Fireplaces or Gas Stoves: the work must be performed in accordance with the Safety Standards Act and Safety Standards Gas Regulation by a gas contractor licensed by the City of Vancouver. The fireplace or stove must be certified by the Canadian Standards Association or Underwriters Laboratory Canada.

8.9 Under no circumstances may the gas supply for fireplaces or gas stoves be diverted for any other use.

8.10 An owner must actively supervise their renovation by:

- a) providing their contractor(s) with the bylaws and rules related to renovations and security, including the times and days a contractor is permitted to work as per bylaw 3.2;
- b) providing their contractor(s) with the name and contact information of the Facilities Manager;
- c) providing the Facilities Manager with the name and contact information of the contractor(s);
- d) advising the contractor(s) that they are responsible for informing all of their employees and sub-trades of all the bylaws and rules;
- e) communicating regularly with their contractors and making site visits; and
- f) ensuring the return of any fobs, keys, and/or parking passes that have been loaned to contractors.

(October 3, 2022 SGM)

8.12 Hardwood, laminate, or similar flooring installed in a strata lot shall have a sound barrier installed between the new floor material and the original sub-floor. An owner requesting approval to install a new floor pursuant to this bylaw must submit details of the proposed sound barrier to the Strata Council for prior approval.

9. Commercial Signage

9.1 The portions of the southern, eastern and northern exterior walls of the buildings which are outlined in red of the drawing annexed to the bylaws filed under BF414587 on October 28, 1992 may be used only by commercial strata lot owners for the mounting of a sign or logo on each portion, which shall comply with the following:

- (a) The sign on the eastern exterior wall shall be located in the sign band;
- (b) Lettering on the sign band on the eastern wall shall be painted or superimposed on the sign band.

9.2 No signs may be placed anywhere on the common property save as permitted by this bylaw 9.

9.3 The signs permitted by this bylaw 9 must be maintained in first-class condition at the cost and expenses of the applicable commercial strata lot owner.

9.4 The signs permitted by this bylaw 9 must comply with the sign policy adopted by the strata corporation from time to time.

10. Permit entry to strata lot

10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot

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

- (b) at a reasonable time, with 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.
- 10.2 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.
- 10.3 In the event of an emergency, which appears to be emanating from a strata lot whose owner/tenant or occupant cannot be contacted, access may be gained by the strata corporation (with force if necessary) at the strata lot owner's expense.
- 10.4 If the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and/or ducts, the strata corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage(s) to the strata lot occasioned by such works.

11. Move in / Move Out

- 11.1 A non-refundable fee of \$200 for each move-in and move-out will be levied to defray the wear and tear costs of moves on common property, and to provide funding for the mandatory placement of security guard coverage on exterior doors utilized during moves. The eight townhomes (strata lots 1-8) and the eighteen commercial units (strata lots 9, 10, 11, 12, 13, 19, 20, 21, 22, 23, 63, 64, 65, 66, 67, 138, 139 and 140) are exempt from this Bylaw. (February 27, 2023 AGM)
- 11.2 A three (3) day written notice must be given to the facilities manager or managing agent before any move-in or move-out of a strata lot.
- 11.3 A resident must arrange for a person to be present in the building lobby at all times during move- in/move-out.
- 11.4 Move-in/move-out times are restricted to the hours of 9:00 a.m. to 9:00 p.m.
- 11.5 Moving company vehicles are not to block any fire lane. Moving company vehicles are prohibited from parking outside Maingate on common property between the Maingate Building and Cambie Street. Moving company vehicles must not drive or park on sidewalks, courtyards, tiled or grass areas, or cause damage to common property.
- 11.6 Any damage to common property arising during a move-in or move-out of a strata lot will be charged to the moving resident.

12. Parking and Roadways

- 12.1 Parking is allowed only in designated stalls assigned by the Strata Corporation to the owners. Residents are not permitted to park in visitors' parking except during the annual parkade cleaning, when disposing or recycling or refuse in the appropriate bins or with the written permission of the strata corporation.
- 12.2 A resident must not lease/rent their parking stall to a non-resident. Rental to another resident is permitted, provided notification is given to the strata corporation prior to said rental taking effect.
- 12.3 An owner may exchange parking stalls with another owner, provided that written notice is given to the strata corporation prior to said exchange taking place. An owner may exchange

parking stall(s) for another available stall with prior written consent of the strata corporation. This will be dictated by the availability of unassigned stalls.

- 12.4 No repairs, maintenance, adjustments, or oil changes to motor vehicles, motor cycles, mopeds, and bicycles are permitted in the parking lot or other common property.
- 12.5 Washing of a motor vehicle is permitted in parking stalls 268 and 269 only. The washing of motor vehicles must not cause annoyance, and the resident must ensure that the wash area is washed clean and restored to its original condition.
- 12.6 A resident must not use parking stalls for any purpose other than storage of a motor vehicle and motorcycles. Trailers, derelict vehicles, boats, recreational vehicles or other mobile property are not permitted without the prior written consent of the strata council. No storage of containers, tires, debris, or other materials will be permitted in the parking area or on common property.
- 12.7 Only currently insured motor vehicles will be allowed to park in the parking area. Unlicensed vehicles must provide a copy of a current "unlicensed vehicle policy", with a minimum of "basic third party legal liability" coverage to the strata corporation.
- 12.8 The user of each parking stall is responsible for the cleanup of oil spills or other fluid(s) in the stall. Continuous oil spills/leakage will result in prohibition from parking on limited or common property until the vehicle is repaired. The strata corporation reserves the right to clean parking stalls at the expense of the applicable resident upon non-compliance of notice to clean, and without further written notice.
- 12.9 In the event of a waiting list for parking stalls, no successive rights for additional rental of parking stalls will be given in the event of a sale of a strata lot or change in tenancy.
- 12.10 All cars improperly parked, abandoned, uninsured or without a valid parking sticker will be towed.
- 12.11 Speed limit 8 km per hour throughout the residential and visitors' parkades.
- 12.12 All residents must prevent any cars from following them into the parkade. When any car is behind a resident's vehicle, the resident must cross the gate and stop to allow the gate to close behind them. Only one vehicle may enter per entry card and tailgating is prohibited.
- 12.13 All residents must wait and observe that the garage doors have closed before proceeding to park, or to leave the premises.

13. Garbage or Refuse

- 13.1 To avoid leakage/smells, all garbage/refuse placed in any refuse chute must be appropriately bagged and tied.
- 13.2 No propane cylinders, combustible or hazardous materials may be placed in the refuse chute. Residents must dispose of these, or other like materials, outside of the strata plan at their own expense.
- 13.3 No liquid garbage, cardboard boxes, glass, or oversized items are to be placed in the refuse chute.
- 13.4 All large items not disposable through the garbage compactor, located in the visitors' parkade, must be disposed of off-site by a resident.

- 13.5 Refuse chutes shall not be used between the hours of 11 p.m. and 7 a.m.
- 13.6 The strata corporation will arrange disposal of Christmas trees on prearranged dates. Live Christmas trees are allowed in strata lots only if bagged during transport through common areas. The strata lot owner may be charged for the costs of common property cleanup resulting from the improper transport of Christmas trees in or out of the building.
- 13.7 Promenade Mews Garbage/refuse: The units in the Promenade Mews must have garbage cans secured with a lid to put their garbage /refuse into and that garbage/refuse may only be put out on garbage days. Garbage cans must be kept inside the strata lot units on other days.

14. Balconies and Decks

- 14.1 Barbecuing on common property and limited common property is permitted only insofar as the residents are using propane or electric barbecues. Alterations or extensions to the common property gas lines are not permitted. Smokers or charcoal burning cookers are not permitted.
- 14.2 Barbecuing is permitted only between the hours of 11:00 a.m. and 11:00 p.m.
- 14.3 Barbecues shall not be located under heat activated fire sprinklers when barbecue is in operation. Residents are required to have a fire extinguisher within their strata lot when barbecuing.
- 14.4 Without prior written approval by the strata corporation, residents must not install on the building exterior of any strata lot, limited common property or surface, television antenna, satellite receiving dish or any similar installation.
- 14.5 A resident must not install any awnings, window or balcony guard, planters or air conditioning device outside the strata lot other than those installations approved in writing by the strata corporation.
- 14.6 A resident must not shake rugs/mops/dusters, refuse, or any other material(s) out of the windows, doors, or from any balcony and deck.
- 14.7 Unless approved by the Strata Corporation in writing, a resident must not hang or display from limited common property balcony or deck, anything other than free-standing and self-contained planter boxes, summer furniture and accessories, barbecues, and indoor/outdoor carpeting. Laundry, flags, mops, brooms, signage (including real estate), any size boxes, freezers and open- flame devices such as fire pits, outdoor fireplaces and torches are not permitted.
- 14.8 Festive lights or decorations are permitted between December to February inclusive and must be removed by the end of February.
- 14.9 A resident shall exercise care to ensure that soil and other debris do not obstruct in any manner the building drainage systems located on common property or limited common property decks or patios.

15. Storage Locker Rooms

- 15.1 Residents may use only those lockers assigned to them by the Strata Corporation.
- 15.2 Storage lockers shall not be used to store combustibles, flammable, noxious, offensive materials or any other material that may damage the locker.

16. Bicycles and Bicycle Storage Rooms

- 16.1 Bicycles must not be stored in such a way as to block exits, or impede the removal of other bicycles. Bikes must not be locked to pipes, conduits, fences, stair rails, or hydrants on common property, except those designated for bicycle storage.
- 16.2 Bicycles stored on balconies or decks must be stored to minimize the visual impact to neighbours and pedestrians.
- 16.3 Riding bicycles inside the buildings is not permitted, with the exception of the parkade.

Division 2 — Powers and Duties of Strata Corporation

17. Repair and maintenance of property by Strata Corporation

- 17.1 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;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot but the duty to repair and maintain is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 —
Council

18. Council size

18.1 The council must have at least 3 and not more than 7 members.

19. Council members' eligibility and terms

19.1 The spouse of an owner may stand for council.

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

19.3 A person whose term as council member is ending is eligible for reelection.

20. Removing council member

20.1 The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

20.2 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.

21. Replacing council member

21.1 If a council member resigns or misses three (3) consecutive council meetings during the member's term of office will be deemed to have resigned therefrom and the office shall be deemed to have been vacated, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

21.3 The council may appoint a council member under this bylaw 21 even if the absence of the member being replaced leaves the council without a quorum.

21.4 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 20% 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.

22. Officers

22.1 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 and a treasurer.

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

22.3 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.

22.4 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.

23. Calling council meetings

23.1 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.

23.2 The notice in bylaw 23.1 does not have to be in writing.

23.3 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.

23.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

24. Quorum of council

24.1 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.

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

25. Council meetings

25.1 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.

25.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

25.3 Owners may attend council meetings as observers.

25.4 Despite bylaw 25.3, 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.

26. Voting at council meetings

- 26.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 26.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 26.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

27. Council to inform owners of minutes

- 27.1 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.

28. Delegation of council's powers and duties

- 28.1 Subject to bylaw 28.2 to 28.4, 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.
- 28.2 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 28.3.
- 28.3 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.
- 28.4 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.

29. Spending restrictions

- 29.1 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.
- 29.2 Despite bylaw 29.1, 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.

- 29.3 The strata council shall not, except in emergencies, authorize, an expenditure exceeding \$10,000 which is not set out in the approved annual budget of the strata corporation or otherwise approved by the owners at a general meeting.

30. Limitation on liability of council member

- 30.1 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.
- 30.2 Bylaw 30.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 30.3 All acts done in good faith by council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office

Division 4 — Enforcement of Bylaws and Rules

31. Maximum fine

- 31.1 Except where expressly provided otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of
- (a) \$200.00 for each contravention of a bylaw,
 - (b) \$50.00 for each contravention of a rule,
 - (c) in the case of a bylaw that prohibits or limits rental of a residential strata lot, \$500.00 for each contravention of the bylaw, and
 - (d) in the case of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation, \$1,000.00 for each contravention of the bylaw. (February 16, 2021 – AGM)

32. Continuing contravention

- 32.1 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, and in the case of a bylaw described in bylaw 31.1, subsection (1)(d), daily.
(February 16, 2021 – AGM)

33. Collection of Amounts Owning

- 33.1 The strata corporation may take whatever action necessary to ensure collection of all arrears, including the use of collection agencies, commencing court action, and/or any other means provided under the Strata Property Act. The cost(s) of such action shall be borne by the strata lot owner and shall be added to the strata lot owner's assessment.
- 33.2 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is

required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

Division 5 — Annual and Special General Meetings

34. Quorum of meeting

- 34.1 If within 1/2 hour 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 34.1 is an alternative to section 48(3) of the Act. This bylaw 34.1 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.

35. Person to chair meeting

- 35.1 Annual and special general meetings must be chaired by the president of the council.
- 35.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 35.3 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.

36. Participation by other than eligible voters

- 36.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 36.2 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.
- 36.3 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.

37. Voting

- 37.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 37.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 37.3 At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 37.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 37.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- 37.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 37.7 Despite anything in this bylaw 37, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested at the meeting by an eligible voter.

38. Order of business

- 38.1 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.

39. Scheduling of General Meetings

- 39.1 The strata council shall not schedule nor hold general meetings on recognized religious holidays.

Division 6 — Voluntary Dispute Resolution

40. Voluntary dispute resolution

40.1 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.

40.2 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.

40.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Security

41. Access Devices and Keys

41.1 Each strata lot is entitled to two (2) access devices (fobs or electronic remotes) at no cost. Each additional access device registered to a strata lot will be charged at twenty-five dollars (\$25) per fob and fifty-five dollars (\$55) per remote.

41.2 A lost or stolen access device must be reported immediately. A \$25 charge will be levied for replacement of a fob and \$55 for replacement of a remote. This charge is refundable if the device is found by the resident and returned to the strata corporation.

41.3 The duplication and/or distribution of keys to the common property (such as to storage rooms) for the use of a non-owner or non-resident is not permitted without prior written approval by the strata corporation.

41.4 Access fobs or electronic remotes must not be left inside vehicles at any time.

42. Alarm Systems

42.1 A resident must comply with City of Vancouver Bylaw No. 7111 and must obtain and maintain a valid permit for their alarm system. A fine of \$100 will be levied against a resident who fails to comply with this bylaw. The offending suite will be reported to the City of Vancouver Bylaw Enforcement Department.

42.2 There is a limitation of three (3) no-fee, false-alarm responses by the strata corporation staff, per strata lot, per operating year. Beyond this limitation, a one hundred dollar (\$100) fee per false- alarm response by strata corporation staff will be charged to the offending resident.

- 42.3 The strata corporation and its staff do not guarantee responses to a security alarm and accept no liability for the loss of property. The resident caretakers are instructed not to enter for obvious safety and security reasons. When an alarm rings, the staff are instructed to call 911 and wait for police so they can enter together.
- 42.4 Alarm de-activating codes and/or keys may be provided to the resident caretakers or managing agent in the event of emergency access, such as broken pipes, etc. The resident caretakers and/or managing agent will hold the codes and/or keys in confidence. Codes and/or keys will be held in reasonable safekeeping by resident caretakers and/or managing agent.
- 43. Safety and Security**
- 43.1 A resident must not leave a common area door unlocked unless they are in attendance to supervise security of the entry directly. This includes the glass pool doors, lobby doors, visitor parkade doors, and the locked doors from the parkade leading into the courtyard.
- 43.2 Door-to-door soliciting is not permitted.
- 43.3 A resident must not permit people into the building or parkade who are unknown to them. All residents shall check to be sure the outside door locks shut behind them before proceeding on. A resident must not allow pizza or other delivery persons into the building unsupervised.
- 43.4 A resident must not play or tamper with the fire, pool safety, hydro, and/or telephone equipment.
This also includes, but is not limited to, any and all devices, apparatus and mechanical equipment located on common property.
- 43.5 All residents are reminded to familiarize themselves with the emergency fire procedures and plan, which are posted beside the elevators.
- 43.6 The bi-annual (every two years) inspection of all gas fireplaces is mandatory, and must be performed by the strata corporation, as organized and scheduled by the managing agent or facilities manager on behalf of the strata council.

Division 8 — Insurance and Responsibility

44. Resident insurance

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

45. Responsibility of Owners and others

- 45.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance. Without limiting the generality of the word “**responsible**”, an owner is responsible for the owner’s own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.

- 45.2 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the proceeds of strata insurance received by the strata corporation and will be charged to the owner.
- 45.3 Residents must make every effort to reduce fire hazards and no material shall be brought into or stored in a strata lot or common property which may in any way increase the risk of fire. Such hazard(s) will be removed at the resident's expense by the strata corporation.
- 45.4 Residents are responsible for the conduct of their visitors and/or any loss or damages. A resident must inform their visitors of the bylaws and rules of the strata corporation.
- 45.5 A resident or visitor leaves any property on the common property at their sole risk. In no event shall the strata corporation be responsible to a resident or visitor for any loss of or damage to any property left on common property.

Division 9 — Rental of Residential Strata Lots

46. Residential Strata Lot Rentals

- 46.1 The number of residential strata lots which may be rented shall be limited to twenty five (25) strata lots, excluding any strata lot rented to a caretaker or manager of the strata corporation.
- 46.2 An owner who wishes to rent his residential strata lot must deliver to the strata corporation a written request for permission to rent. Once approval is given, it is valid for a ninety (90) day period only. If the strata lot is not rented within the ninety (90) day period, said approval will be automatically revoked.
- 46.3 An owner who rents their residential strata lot must provide to the strata corporation, within two weeks of the tenant's occupancy, a **Form K**, Tenant's Undertaking, in accordance with Section 146 of the Strata Property Act. If an Owner fails to provide a **Form K** in accordance with Section 146, a fine of \$200 per month will be levied against the owner until such time as the **Form K** is received.
(February 27, 2023 AGM)
- 46.4 A strata lot must not be used for vacation, travel, temporary, or short-term accommodation purposes (less than 12 months), including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, including but not limited to arrangements through Airbnb, VRBO, Premiere Executive Suites, or any other service advertising this type of accommodation. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes. *(February 16, 2021 – AGM)*
- 46.5 If the number of strata lots rented at the time an owner applies for permission to rent has reached the limit stated in bylaw 46.1, excluding exempt strata lots pursuant to sections 142, 143, and 144 of the Act, the strata council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner and the strata lot on a waiting list to be administered by the strata council based upon the date of the request for permission to rent.
- 46.6 An owner who owns multiple strata lots must apply separately for permission to rent each strata lot.

- 46.7 The owner and the strata lot will be removed from the waiting list if the owner is no longer the registered owner on title. A new owner wishing to rent a strata lot must apply in writing to the strata council for permission to rent pursuant to these bylaws and may be placed on the waiting list based on the date of the new owner's application.
- 46.8 Permission to rent a strata lot granted pursuant to this bylaw 46 ceases on the earlier of:
- (a) the date on which the owner ceases to be on title; and
 - (b) the date on which the owner who received permission to rent commences residing in the strata lot.
- (October 3, 2022 SGM)

Division 10 – Common Facilities

47. Amenity Areas and Guest Suite Rentals

- 47.1 Guest suite and amenity room rentals are available on a 'first come' basis. Reservations and deposits are to be made through the facilities manager. Reservations must be booked a minimum of twenty-(24) hours in advance. Payment in full when keys are picked up is required.
- 47.2 A guest suite reservation is for a maximum period of ten (10) consecutive days per guest. If a longer period is required, the guest suite rental will be offered on a daily rental basis subject to availability.
- 47.3 Smoking is prohibited in the guest suite and amenity areas.
- 47.4 Rental fee schedule(s) shall be determined by the strata corporation from time to time.
- 47.5 A resident must pay a damage/cleanup deposit of two hundred dollars (\$200.00) in advance, when booking a rental of the guest suite or amenity room. Such deposit shall be refunded in full upon the room being vacated in a clean and undamaged condition. A resident shall be responsible for the costs of any required cleaning or damage repair, in addition to forfeiting the \$200.00 deposit in full.

48. Recreation Facilities (Pool, saunas, steam room, hot tub)

- 48.1 Hours of operation are set by the strata council and posted on the external side of the locker room entry doors. The strata corporation may, without notice, close the recreation facilities for repairs, maintenance, inspections, and health and safety reasons.

48.2 Dress Code

- (a) Regular bathing suits are required in the swimming pool and hot tub. Cut-offs and/or t-shirts are not allowed. No outdoor shoes are to be worn on pool deck.
- (b) Shirts, dry clothes and rubber soled/running shoes must be worn in the exercise room.

48.3 Conduct

- (a) Alcohol and food are not allowed in the facilities. Water and juice in plastic containers are permitted.
- (b) No diving, running, or rough play.
- (c) No shaving or personal grooming in sauna, hot tub, steam room, or shower stalls.

- (d) No scuba diving equipment, other than masks, snorkels, and fins is permitted.
- (e) No electrical devices are allowed on the pool deck.
- (f) Courtesy is to be shown to others with respect to playing music in the recreation facilities.

48.4 **Health, Hygiene, and Safety**

- (a) A shower is necessary before entering the swimming pool or Jacuzzi.
- (b) Anyone with an open wound is not to use the swimming pool or Jacuzzi.
- (c) Anyone with respiratory or heart problems is advised to seek medical advice before using any of these facilities.
- (d) Children who have not been toilet trained, or who are diapered, are not permitted in the pool or hot tub.
- (e) Patrons must use a towel and ensure that all fitness equipment is wiped after use.

48.5 **Use Restrictions**

- (a) Children under 12 must be accompanied by an adult and may not use the facilities after 8 pm.
- (b) Visitors must be accompanied by a resident who will be responsible for the conduct of their guests while using the facilities.
- (c) No lifeguard is on duty. Use the facilities at your own risk.
- (d) The strata corporation is not responsible for injury or loss while using these facilities.
- (e) No overnight use of lockers is permitted. Locks will be removed from lockers if left overnight.
- (f) Use of the recreation facility showers is permitted only in conjunction with the use of recreation facilities.

49. Privacy Policy

1. The Strata Corporation is committed to protecting the personal information of its owners, tenants and occupants.
2. This Privacy Policy outlines the principles and practices the Strata Corporation will follow in protecting the personal information of owners, occupants, and tenants.
3. The Strata Corporation will ensure the accuracy, confidentiality, and security of the personal information of its owners, occupants and tenants and allow its owners, occupants, and tenants to request access to, and correction of their personal information.
4. This Privacy Policy applies to the Strata Corporation and its property manager in their capacity as agent for the Strata Corporation.

5. Definitions:

- a) "Personal Information" means information about an identifiable individual, and includes things such as name, age, weight, height, home address, home phone number, race, ethnic origin, sexual orientation, medical information, marital status, religion, finances, education, and employment, as well as factual accounts or opinions about that individual. Personal information does not include contact information. Some of the common types of personal information that strata corporations manage include:
- i. the name, home address, home phone number, and/or cell phone number of owners, occupants, and tenants;
 - ii. e-mail addresses;
 - iii. owners' banking information or credit card information for payment of strata fees;
 - iv. emergency contact information;
 - v. owners or tenants' insurance particulars
 - vi. names of family members living with an owner or occupying the strata lot;
 - vii. debts owed to the strata corporation by an owner;
 - viii. vehicle license numbers of owners or occupants;
 - ix. video images and recordings obtained during the use and operation of the video camera surveillance system installed in the complex by the Strata Corporation in the following locations with signage noting the operation and monitoring and recording operational 24 hours a day, seven days a week:
 - a. directed at different directions on all levels of the parkade;
 - b. parkade gate and ramp;
 - c. lobby entrances;
 - x. Information and data recorded and collected during the use and operation of the key FOB access system installed that monitors access to and from the common areas 24 hours a day, seven days a week.
- b) "Contact Information" means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number. Contact information is not covered by this policy or PIPA.
- c) "Privacy Officer" means the person or persons (may be more than one) designated, who are responsible for ensuring that Strata Corporation complies with this Privacy Policy and PIPA.

6. Collecting Personal Information

- a) Unless the purposes for collecting personal information are obvious and the owner, occupant, and/or tenant voluntarily provides his or her personal information for those purposes, subject to the exceptions set out in subsection (b) below, the Strata Corporation will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.
- b) The Strata Corporation will collect the information of owners, occupants, and tenants that is necessary to fulfill the following purposes:
- i. To verify identity and communicate with the owners, tenants and occupants;
 - ii. To process payments;
 - iii. To respond to emergencies;
 - iv. To ensure the orderly management of the Strata Corporation;
 - v. To understand the financial, banking, insurance needs of the owners, occupants, and tenants;
 - vi. To verify an occupant's vehicle license numbers;
 - vii. To register owner's/occupant's/tenant's pets;

- viii. To register tenant's information;
- ix. To open and manage an account;
- x. To deliver requested products and services;
- xi. To enroll an owner, tenant or occupant in a program;
- xii. To process an owner, tenant, or occupant's application or hearing request;
- xiii. To send out Strata Corporation information;
- xiv. To comply with requirements imposed by the Strata Property Act and Regulations and other applicable laws;
- xv. To protect the security of the facility, including the security of individuals and assets in the facility;
- xvi. To investigate bylaw and rule infractions upon receiving a complaint of such.

7. Consent

- a) The Strata Corporation will obtain the consent of owners, occupants, and tenants to collect, use or disclose personal information (except where, as noted below, the Strata Corporation is authorized to do so without consent).
- b) Consent can be provided either orally, in writing, electronically or through an authorized representative or it can be implied where the purpose for collecting, using, or disclosing the personal information would be considered obvious and the owners, occupants and tenants voluntarily provide personal information for that purpose
- c) Consent may also be implied where an owner, occupant and/or tenant is given notice and a reasonable opportunity to opt-out of consenting to the collection, use or disclosure his/her personal information and the owner, occupant and/or tenant does not opt-out.
- d) Subject to certain exceptions (e.g., the personal information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), owners, occupants, and tenants can withhold or withdraw their consent for the Strata Corporation to use their personal information in certain ways. A decision of an owner, occupant, or tenant to withhold or withdraw their consent to certain uses of personal information may restrict the Strata Corporation's ability to provide a particular service or product. If so, the Strata Corporation will explain the situation to assist the owner, occupant, and tenant in making the decision.
- e) The Strata Corporation may collect, use, or disclose personal information without the knowledge or consent of the owner, occupant and/or tenant in the following limited circumstances:
 - i. With respect to an owner, the owner's name, the unit address, the mailing address if different from the unit address, the unit number, any parking stall number, and the unit entitlement of the owner's unit;
 - ii. Information authorized by a bylaw;
 - iii. The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
 - iv. The names of tenants of a unit, if any;
 - v. With respect to a council member, the telephone number or some other method by which the council member can be contacted at short notice;
 - vi. Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
 - vii. Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
 - viii. Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;

- ix. If the Strata Corporation is collecting money owed by an owner, tenant or occupant;
- x. If the information is required for the Strata Corporation to seek legal advice from a lawyer;
- xi. To update banking or financial records;
- xii. To protect the Strata Corporation from fraud;
- xiii. To investigate an anticipated breach of an agreement or a contravention of law;
- xiv. To substantiate a complaint of a bylaw or rule infraction; or
- xv. If the personal information is required to be collected, used, or disclosed by law.

8. Using and Disclosing Personal Information

- a) Personal information recorded and collected will not be disclosed to any person, other than:
 - i. the Strata Corporation's Property Manager, if any;
 - ii. the council members while exercising their powers and performing the duties of the Strata Corporation;
 - iii. the Strata Corporation's Privacy Officer;
 - iv. the Strata Corporation's legal counsel;
 - v. law enforcement personnel and emergency workers.

- b) The Strata Corporation will only use or disclose the personal information of owners, occupants and tenants where necessary to fulfill the purposes identified at the time of collection or for a purpose reasonably related to those purposes such as:
 - i. To conduct surveys in order to enhance the provision of services;
 - ii. To contact owners, occupants and tenants directly about products and services that may be of interest;
 - iii. When required or authorized by law to do so;
 - iv. When disclosure is consented to in writing by an owner, occupant or tenant;
 - v. To update banking or financial records;
 - vi. To assist in conducting a criminal investigation involving vandalism to or theft of common property or common assets of the Strata Corporation, vandalism to or theft of personal belongings of owners, occupants, tenants, and visitors, or the physical assault of an owner, occupant, tenant, or visitor;
 - vii. To investigate security breaches of the Strata Corporation;
 - viii. To investigate possible employee misconduct;
 - ix. To investigate possible illegal activity;
 - x. To investigate accidents at the Strata Corporation;
 - xi. To verify or substantiate complaints of bylaw and rule infractions;
 - xii. To respond during an emergency situation to a request in writing by the appropriate authority;

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

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

9. Retaining Personal Information

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

- b) Subject to subsection (a), the Strata Corporation will retain the personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.
- c) Personal information collected from the use and operation of the video surveillance camera system is recorded for a period of approximately 30 days, depending on the hard-drive capacity of the system, at which time the system records over previous video and the previous video is lost. Copies of recordings can be captured by external media and used according to this privacy policy.
- d) Personal information collected from the use and operation of the key FOB access control system will be retained by way of electronic data storage for approximately 12 months on the Strata Corporation's computer data storage system at which time the personal information recorded and collected will be recorded over. Reports can be printed of the activity of any particular key FOB and used according to this privacy policy.
- e) The Strata Corporation's Property Manager, the council members while exercising their powers and performing the duties of the Strata Corporation, the Strata Corporation's Privacy Officer, the Strata Corporation's legal counsel and law enforcement personnel upon a written request are authorized to view the personal information recorded and collected in this manner.

10. Ensuring Accuracy of Personal Information

- a) The Strata Corporation will make reasonable efforts to ensure that the personal information of owners, occupants, and tenants is accurate and complete where it may be used to make a decision about the owner, resident, and tenant or disclosed to another organization.
- b) Owners, occupants, and tenants may request correction to their personal information to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.
- c) A request to correct personal information should be forwarded to the Privacy Officer or to the Property Manager.
- d) If the personal information is shown to be inaccurate or incomplete, the Strata Corporation will correct the information as required and send the corrected information to any organization to which the Strata Corporation disclosed the personal information in the previous year. If the correction is not made, the Strata Corporation will note the correction request in the file

11. Securing Personal Information

- a) The Strata Corporation is committed to ensuring the security of the personal information of owners, occupants, and tenants in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
- b) The following security measures will be followed to ensure that the personal information of owners, occupants, and tenants is appropriately protected:
 - i. The use of locked filing cabinets where deemed appropriate by the Privacy Officer;

- ii. Restricting access to places where personal information of owners, occupants and tenants is kept;
 - iii. Using password protection to computers where personal information of owners, occupants, and tenants is kept;
 - iv. Using sign-in measures and password protection where the Privacy Officer may sign in remotely to view the images on the video camera surveillance system;
 - v. Using encryption and firewalls on the computers owned by the Strata Corporation and the Property Manager;
 - vi. Restricting access to keys to the locked rooms, filing cabinets, and safes where the personal information of owners, occupants, and tenants may be kept as deemed necessary by the Privacy Officer;
 - vii. Requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the Strata Corporation or its agent; and
 - viii. Changing keys, access codes, sign-in measures, and other security measures as deemed necessary by the Strata Council.
- c) The Strata Corporation will use appropriate security measures when destroying the personal information of owners, occupants and tenants such as:
- i. Using a document shredder;
 - ii. Deleting electronically stored information;
 - iii. Destroying or deleting information captured on external media of the video camera system.
- d) The Strata Corporation will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

12. Providing Owners, Occupants and Tenants Access to Personal Information

- a) Owners, occupants, and tenants have a right to access their personal information, subject to limited exceptions:
- i. Solicitor-client privilege;
 - ii. Health and safety concerns;
 - iii. Where disclosure would reveal personal information about another individual;
 - iv. Where the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his or her identity;
 - v. the disclosure of the information would reveal confidential commercial information that if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the Strata Corporation;
 - vi. the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act (i) under an enactment, or (ii) by a court;
 - vii. the information is in a document that is subject to a solicitor's lien.
- b) A request to access personal information must be made in writing and the Strata Corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Requests for access to view a specific individual's personal information, including access to view those portions of the video camera surveillance system or key FOB access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's property manager and the Privacy Officer.

- c) Upon request, the Strata Corporation will also tell owners, occupants, and tenants how the Strata Corporation uses their personal information and to whom it has been disclosed if applicable.
- d) The Strata Corporation will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request.
- e) A reasonable fee may be charged for providing access to personal information. Where a fee may apply, the Strata Corporation will inform the owner, occupant or tenant of the cost and request further direction from the owner, occupant, or tenant on whether or not the Strata Corporation should proceed with the request.
- f) If a request is refused in full or in part, the Strata Corporation will notify the owner, occupant, or tenant in writing, providing the reasons for refusal and the recourse available to the owner, occupant, or tenant.
(October 3, 2022 SGM)

50. An Annual General Meeting, Special General Meeting, or Strata Council Meeting may not be audio- or video-recorded without the majority vote approval of those owners in attendance at the meeting, both in person and by proxy.
(October 3, 2022 SGM)

BYLAW 51 Heat Pumps, Ventilation systems and Air Conditioners

- (1) This bylaw applies in addition to the requirements of the bylaw 8.

- (2) Definitions:

(a) "HVAC System" includes but is not limited to air conditioners, heat recovery systems, heat pumps, fans or any other device that heats, cools, or provides supplemental ventilation to a strata lot.

(b) "Portable HVAC System" means an HVAC System that is wholly located totally inside the building envelope, which vents outside through an existing window or door and does not require the penetration of the building envelope.

(c) "Interior HVAC System" means an HVAC System that is wholly located totally inside the building envelope, which vents and/or drains outside through a penetration of the building envelope.

(d) "Exterior HVAC System" means an HVAC System other than an Interior HVAC System that is located wholly or partially on the exterior of the building.

(e) "Window-mounted HVAC System" means an HVAC System that is mounted in a window with part of the HVAC System hanging outside of the window and connected into a standard wall plug.

- (3) Owners, occupants, and tenants must not install or use a Window-mounted HVAC System.

- (4) Owners, occupants, and tenants:

(a) may only use Portable HVAC Systems that are fully self-evaporative or, if they contain a condensate tank or reservoir then they must have a sensor which shuts down the appliance if the tank or reservoir is full;

(b) must drain the Portable HVAC System's reservoir or tank regularly;

(c) must not leave a Portable HVAC System running if they are away from their strata lot for more than two hours; and

(d) must not operate a Portable HVAC System that exceeds the noise limits set out in subsection (10) when in use; and

(e) do not need to enter into an alteration agreement to install or use a Portable HVAC System that complies with the above requirements.

(5) Owner, occupants and tenants may only install Exterior HVAC Systems that are ductless or of a mini split type and may only do so in a location that has been expressly approved by the Council in writing.

(6) Owners, occupants, and tenants who wish to install or use an Exterior HVAC System must apply in writing to the strata corporation and provide the information as outlined in the Pacifica Heat Pump Manual.

(7) The Strata Council must not unreasonably refuse to allow owners, occupants, and tenants to install or use a HVAC System but may attach one or more of the following conditions on the grant of approval:

(a) Owners, occupants, and tenants must:

(i) install their Interior HVAC System or Exterior HVAC System on vibration absorbing pads;

(ii) not install piping in common walls, floors or ceiling between strata lots;

(iii) ensure that external wiring, connections, tubing, screening, etc. are made of UV-resistant material and covered with a trim material compatible with that of the exterior of the building and painted to blend with or complement the color of the buildings; and

(iv) ensure that holes through exterior walls do not compromise the building envelope and do not permit water to enter the envelope, and which are also rodent-proofed using wire mesh and rodent-proof caulking;

(v) wrap condensation drains and insulate them to reduce condensation build up and locate the same as close to ground level as possible or practical;

(vi) prepare the area around the condensation drain to ensure that any water runs away from the building and not back into it;

(vii) assume responsibility for any expenses related to the installation, repair, maintenance, removal, or replacement of the HVAC System, including but not limited to the installation of any upgrade to the electrical panel necessitated by the installation of the HVAC System;(viii) carry out annual maintenance of their HVAC System;

(ix) ensure that the installation and the annual maintenance is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;

(x) produce a copy of a valid building permit to the Council prior to the commencement of the installation, if required by the municipality;

(xi) employ qualified contractors or subcontractors to perform the installation;

(xii) execute a written alteration agreement in accordance with the alteration bylaws in a form satisfactory to the Strata Corporation;

(xiii) obtain homeowner insurance for the HVAC System including but not limited to damage to Common Property and liability, such as fire, water, deck membrane damage, and patio paver damage. Such insurance to match or exceed the Strata Corporation's deductible;

(xiv) re-insulate the Common Property above the ceiling if any portion of an HVAC System is installed in a ceiling; and

(xv) ensure the building envelope is resealed and weatherproof at the point of piping penetration, and that any such penetration is regularly checked.

(9) Owners, occupants, and tenants must provide a revised written application to the Council should any aspect of the HVAC System installation be amended in any way from their original application after the Council has approved it.

(10) HVAC Systems must not produce sustained noise when in normal operation that exceed what is documented in the Pacifica Heat Pump Manual when measured:

(a) inside another strata lot with that strata lot's windows open; or

(b) at the property line for any neighboring properties.

(11) The installation of a HVAC System in accordance with the requirements of this Bylaw will not be considered a significant change in the use or appearance of the Common Property and will not trigger the requirement for a $\frac{3}{4}$ vote of the owners to authorize the same pursuant to section 71 of the Strata Property Act.

(12) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) near a Strata Lot that has installed an HVAC System, or from a neighboring property, the Council may require the Owners of the Strata Lot with the HVAC System and the complainant to permit the Strata Corporation, its Council members, agents and contractors, entry to their strata lot and limited common property for the purpose of carrying out sound testing to determine the amount of noise being produced by the HVAC System.

(13) In the event that the HVAC System produces unreasonable vibration, or sustained noise louder than the levels set out in this bylaw the Council may require the owner of the strata lot with the HVAC System to pay for the cost of the sound testing and take all reasonable steps to reduce noise and vibration transmission including but not limited to:

(a) installing additional noise baffling around the HVAC System; and

(b) installing noise baffling or upgrade existing noise baffling around the HVAC System; and

(c) requiring the owner, occupant, or tenant to keep the fan speed at low to medium speeds; and/or

(d) prohibiting the owner, occupant, or tenant from using the System at night; and/or

(e) restricting the hours that the HVAC System can be used.

For clarity, the noise limit set by subsection (10) may be considered a cumulative total for all HVAC Systems installed on any given side of the Strata Corporation, such that the Strata Corporation may require the owners on a side of the Strata Corporation to undertake the remedial actions set out in subsection (13), if a complaint is received from a neighbouring property owner and the complaint is found to be justified.

(14) In the event that the remedies set out in subsection (13) do not eliminate the complaints or reduce the vibration to acceptable levels or fails to reduce the operating noise to the levels set out in this bylaw the Council may require the owner, occupant, or tenant to deactivate and remove or replace the HVAC System on 60 days written notice.

(15) If a licensed technician provides a written report to an owner, occupant, or tenant with a HVAC System that it is no longer functional or has deviated substantially from its original operating specifications, then such owners, occupants, and tenants must deactivate and remove or replace the HVAC System within 60 days of the provision of such notice. (16) If an owner, occupant, or tenant fails or refuses to deactivate and remove or replace the HVAC System contrary to subsections (14) and (15), the Strata Corporation may remove the exterior portion of an Exterior HVAC System, restore any penetrations to the building envelope and charge the strata lot's owner back for the cost of such remedial work.

(17) The owner of the strata lot who has entered into an alteration and indemnity agreement for an HVAC System under this bylaw must inform any purchaser or tenant of their strata lot, of this agreement and cause such purchaser or tenant to execute a copy of this agreement and provide a copy of the same to the Strata Corporation.

(18) Purchasers, or subsequent tenants of strata lots with HVAC System approved under this bylaw are deemed to have accepted the terms and conditions of this bylaw and the alteration agreement signed by the previous owner or landlord of the strata lot, even if they have not signed on to such agreements.
(February 27, 2023 AGM)