

BRAVA

Strata Plan – BCS 1172

BYLAWS

Registered: March 31, 2015

Registration #: CA4312242

Amended: September 2nd, 2015

Registration #: CA4652532

BRAVA - STRATA PLAN BCS 1172

(7) RESOLUTION "A" – CANCELLATION OF SECTIONS

**¾ VOTE RESOLUTION OF THE OWNERS, STRATA PLAN BCS 1172
TO CANCEL SECTIONS AND AMEND BYLAWS
(Section 193 of the *Strata Property Act*)**

(Note: This resolution will only be effective if the ¾ vote resolutions of each of the Commercial Section, the Residential Section and the Strata Corporation are all approved)

WHEREAS:

- A. Bylaws 1.1 and 1.2 filed on February 18, 2005 at the Land Title Office provide, respectively, for the creation of each of the Commercial Section and the Residential Section;

The owners of the strata lot(s) comprising each of the Residential Section and the Commercial Section have at this meeting voted, by way of 3/4 vote resolutions, to cancel, as applicable, the Residential Section and the Commercial Section;

Section 193 of the *Strata Property Act* (the "**Act**") requires that the cancellation of a section in part be approved by way of a ¾ vote resolution of the Strata Corporation;

BE IT RESOLVED by a ¾ vote of The Owners, Strata Plan BCS 1172 (the "**Strata Corporation**") that, pursuant to sections 128 and 193 of the Act:

- (a) the Residential Section and the Commercial Section each be cancelled; and
- the bylaws of the Strata Corporation be amended by repealing all of the bylaws of the Strata Corporation and adopting the attached "Schedule A" as the bylaws of the Strata Corporation.

END OF RESOLUTION

It was moved and seconded to adopt Resolution "A" as presented.

Voting Results: 26 in Favour, 0 Opposed, 0 Abstained

CARRIED

SCHEDULE A

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BYLAWS

PART 1 - Types

Commercial Type

- 1.1 The non residential strata lots, being strata lots 421 to 424, shall be one type of strata lot and are referred to in these bylaws collectively, as the "Commercial Strata Lots".

Residential Type

- 1.2 The residential strata lots, being strata lots 1 to 420, shall be one type of strata lot and are referred to in these bylaws collectively, as the "Residential Strata Lots".

PART 2 - Duties of all Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 2.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

Repair and maintenance of property by owner

- 2.2 (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) 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.

Use of property

- 2.3 (1) An owner, tenant, occupant, employee or visitor must not:
- (a) causes a nuisance, disturbance or hazard to another person,
 - (b) causes unreasonable or repetitive noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

- (2) An owner, tenant, occupant, employee or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under the Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
- (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Inform strata corporation

- 2.4 (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.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 2.5 (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e., including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under the *Strata Property Act* including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).
- (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.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.

- (4) (a) A residential owner shall not install hard floor surfaces such as hardwood floors, laminate floors, or tile, in a strata lot, without written permission from Council.
- (b) All approved installations shall require a signed assumption of liability to be provided to the strata corporation prior to installation.
- (c) Laminate or hardwood flooring must be installed over insulation with a minimum FIIC or IIC rating of 65. Owners are encouraged to use higher quality sound insulation materials if available. **(Amended March 21, 2013)**
- (d) The strata corporation shall be permitted during the installation to verify that the agreed materials are being used.
- (e) Owners failing to comply with this bylaw will be fined at Council's discretion until proper underlay has been installed.
- (f) Subsections (c), (d), and (e) of this bylaw do not apply to the townhouse units. **(Adopted March 21, 2012)**

Obtain approval before altering common property

- 2.6 (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.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

Permit entry to strata lot

- 2.7 (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,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act, and
 - (ii) to ensure compliance with the *Strata Property Act* and these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.
- (4) An owner must ensure that access is provided to his or her strata lot for the annual fire inspection at the date and time designated by the Strata Corporation each April. The strata corporation must provide at least 30 days notice to owners in advance of the inspection. If access is not provided, the strata corporation may assess fines of up to \$200 until the in-suite testing has been completed. Furthermore, the owner will be responsible for paying for the return

visit(s) by the fire inspection contractor.

(Adopted March 21, 2012)

Compliance with bylaws

- 2.8 An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation from time to time.

Pets

- 2.9 (1) An owner, tenant or occupant shall be entitled to keep two, but not more than two, domestic pets in a strata lot unless another pet is otherwise approved in writing by the strata council. Pets are defined as domesticated animals kept for pleasure rather than utility. Seeing eye dogs are exempted from this bylaw. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation with respect to the keeping of pets.

(a) Aquariums containing fish, to a maximum of 30 gallons, may be kept within a strata lot. Any resulting water damaged caused by an aquarium will be the responsibility of the strata lot owner;

(b) Reptiles are prohibited from being kept within a strata lot.

(2) Pet owners are responsible for flea maintenance within their own unit.

(3) All pets that are permanently or temporarily residing in a strata lot must be registered with the Strata Corporation within one week of the pet's arrival and all pets must be licensed with the City in accordance with City of Vancouver bylaw requirements.

(4) An owner of a pet shall not permit the pet to urinate or defecate on any part of the common property, and if any pet does accidentally urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. Cat litter must be disposed of within a waste container, and must not be flushed down toilets.

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

(6) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling. Pets are not permitted on interior or exterior common property unless controlled on a leash. Any damage by pets to strata corporation property shall be the responsibility of the pet's owner and in the case of visiting pets, the responsibility of the host owner.

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

(8) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet permanently removed from the strata lot within thirty days of receiving such notice.

(Adopted March 30, 2006)

Claims on Insurance Policies

2.10 (1) an owner, tenant, occupier or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the Strata Corporation.

(2) In the event that loss or damage occurs that gives rise to a valid claim under the Strata Corporation's insurance policies, where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupier or visitor, then such owner or tenant, or the owner of a tenant who is responsible for the occupier or visitor shall, as permitted by Section 133 of the Act, be responsible for paying to the Strata Corporation, the reasonable costs of damages up to the amount of the insurance deductible payable by the Strata Corporation. The chargeback applies even if there is no claim on the insurance policies.

(Adopted March 13, 2008)

Damage to Property

2.11 (1) In the event of an emergency emanating from a strata lot whose occupant can not be contacted, access for protection of common property and safety, may be gained by force at the owner's expense.

(2) In the event that an owner or any member of their family, guests, servants, agents or tenants cause damage to common property, limited common property or common facilities, the owner or tenant shall be held responsible for such loss and promptly reimburse the Strata Corporation for full costs of repair or replacement of the damage done.

(a) exceptions to the foregoing are where loss originates from the rupture or malfunction of a permanent public supply line or sewer system, or where the damage originates from common property. These are not the responsibility of the strata lot owner as previously defined, and all these damages shall be the responsibility of the Strata Corporation.

(b) Damages to the personal property of an owner or occupant of any unit, together with any upgrading, subst

PART 3 - Powers and Duties of Strata Corporation and Council

Repair and maintenance of property by strata corporation

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

(1) common assets of the strata corporation;

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

(3) limited common property but the duty to repair and maintain it is restricted to:

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

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

(i) the structure of a building;

(ii) the exterior of a building;

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

- (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);
 - (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (4) 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:
 - (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.
- (5) Notwithstanding any other provision in these bylaws, the strata corporation is not responsible for the following aspects of the repair and maintenance of limited common property balconies, patios, and rooftop terraces: Cleaning the floor surface, keeping the floor drain clear, and removing plant growth on or between pavers. The foregoing repair and maintenance shall be the sole responsibility of the owner who has the use of the balcony, patio, or rooftop terrace.

(Adopted March 21, 2012)

Council size

- 3.2 The council must have at least 3 and not more than 7 members, and at least one of its members will be a representative of the commercial strata lots and at least one of its members will be a representative of the residential strata lots.

Council members' terms

- 3.3 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 3.4 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

- 3.5
- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
 - (2) A replacement council member may be appointed from any person eligible to sit on the council.
 - (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
 - (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 3.6
- (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 and a vice president, and may elect a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 3.7
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of council hearing

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

Quorum of council

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

Council meetings

- 3.10 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 3.11 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

Council to inform owners of minutes

- 3.12 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.

Delegation of council's powers and duties

- 3.13 (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.
- (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).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 3.14 (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.
- (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.

Limitation on liability of council member

- 3.15 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Consents

- 3.16 (1) Any consent, approval or permission given under these bylaws by the strata council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the *Strata Property Act*, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 4 - Enforcement of Bylaws and Rules

Maximum fine

- 4.1 (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the *Strata Property Act* or these bylaws and if the owner 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 been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council pursuant to the *Strata Property Act* or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

- 4.2 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.

PART 5 - Annual and Special General Meetings

Person to chair meeting

- 5.1 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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

Participation by other than eligible voters

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

Voting

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

Order of business

- 5.4 The order of business at annual and special general meetings is as follows:
 - (1) certify proxies and corporate representatives and issue voting cards;
 - (2) determine that there is a quorum;
 - (3) elect a person to chair the meeting, if necessary;
 - (4) present to the meeting proof of notice of meeting or waiver of notice;
 - (5) approve the agenda;

- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

Electronic Attendance at Meetings

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

PART 6 - Common Expenses

Apportionment of common expenses

6.1 Common expenses that relate to and benefit only one type of strata lot will be apportioned in the following manner:

- (1) A contribution to the operating fund which relates to and benefits only the Commercial Strata Lots is shared only by the owners of the Commercial Strata Lots. Each Commercial Strata Lot's share of that operating fund contribution must be calculated as follows::

$$\frac{\text{unit entitlement of commercial strata lot}}{\text{total unit entitlement of all commercial strata lots}} \times \text{contribution to operating fund of the strata corporation}$$

- (2) A contribution to the operating fund which relates to and benefits only the Residential Strata Lots is shared only by the owners of the Residential Strata Lots. Each Residential Strata Lot's share of that operating fund contribution must be calculated as follows:

$$\frac{\text{unit entitlement of residential strata lot}}{\text{total unit entitlement of all residential strata lots}} \times \text{contribution to operating fund of the strata corporation}$$

Allocation of Expenses

- 6.2 Without limiting the generality of bylaw 6.1 and unless otherwise determined by the strata council, acting reasonably operating fund expenses will be allocated as follows:
- (1) operating fund expenses relating to areas designated as limited common property for each of the Residential Strata Lots and the Commercial Strata Lots (such as the recreation room, bicycle storage areas, lobbies, elevators and utility rooms) will be allocated to the owners of all the strata lots of the applicable type.
 - (2) operating fund expenses relating to maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be allocated to all of the strata lots in accordance with section 99 of the *Strata Property Act*,
 - (3) operating fund expenses relating to maintaining the landscaped and other outdoor areas within the common property will be allocated to all of the strata lots in accordance with section 99 of the *Strata Property Act*; and
 - (4) operating fund expenses relating to maintaining the underground parking facility will be allocated to all of the strata lots in accordance with section 99 of the *Strata Property Act* unless expenses for each portion of the parking garage that each strata lot type benefits are separately incurred and if so incurred will be allocated as set out in section 6.1.

Expenses attributable to limited common property

- 6.3 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.

PART 7 - Bylaws Applicable to Residential Strata Lots

Use of property

- 7.1 An owner of a residential strata lot will not:
- (1) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (2) make, cause or produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
 - (3) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
 - (4) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and

driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

- (5) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (6) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (7) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (8) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (9) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (10) allow his or her strata lot to become unsanitary or a source of odour;
- (11) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- (12) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (13) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (14) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (15) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;

- (16) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (17) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line . For the purpose of this bylaw hot tubs of any kind are strictly prohibited on any deck, patio or balcony.

and
- (18) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

Use of limited common property

- 7.2 An owner, tenant or occupant of a residential strata lot which does not have an enclosed balcony will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant of the strata lot entitled to the use of the limited common property on which they are placed. For the purpose of this bylaw hot tubs of any kind are strictly prohibited on limited common property.

Garbage disposal

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

Bicycles, storage and parking

- 7.4 (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the owner's designated storage locker or such other area as may be prescribed by the strata council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the

parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.

- (4) An owner of a residential strata lot will not:
- (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by bylaw 7.4(4)(b).

Move in / move out

- 7.5 (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the strata council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
- (3) An owner must pay \$200 move-in fee upon each change in occupancy of his or her strata lot. There is no move-out fee. A refundable damage deposit of \$200 is also required for each move.
- (Adopted March 22, 2010)**

Rentals

- 7.6 (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the *Strata Property Act*, signed by the tenant.
- (2) An owner will advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.
- (3) Rental periods of less than one month are not permitted. **(Adopted March 22, 2010)**

Selling of strata lots

- 7.7 (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

PART 8 - Bylaws Applicable to Commercial Strata Lots

Garbage disposal

- 8.1 An owner of a non-residential strata lot must remove or cause to be removed all refuse and garbage from their strata lot and deposit it or cause it to be deposited in the containers provided for the non-residential strata lots for that purpose.

Signs and displays

- 8.2 The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices (i) have received the approval of the strata corporation, acting reasonably, (ii) have received any approvals required from applicable governmental authorities, and (iii) are in keeping with the overall presentation of the development in terms of quality, design and colour. All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

Awnings

- 8.3 The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which face the city street, on the condition that the plans for such awnings (i) have received the written approval of the strata corporation, acting reasonably (ii) have received any approvals required from applicable governmental authorities, and (iii) depict awnings which are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance

(including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a non-residential strata lot.

Bylaw restrictions

- 8.4 (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of these bylaws.
- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.

PART 9 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 9.1 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the *Strata Property Act*, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART 10 - Marketing Activities by Owner Developer Display Lot

Marketing activities

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

PART 11 - Parking/Storage Area Lease

Parking/Storage Area Lease

- 11.1 Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility pursuant to a partial assignment of the parking/ storage area lease (the "Parking/Storage Area Lease") between The Brava Development Partnership, as landlord, and Amacon-Onni Management Inc., as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of The Brava Development Partnership under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease).

PART 12 – QUORUM FOR GENERAL MEETINGS

Quorum

- 12.1 Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within ½ hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum. **(Adopted December 2010)**
- 12.2 A quorum for an Annual General Meeting or Special General Meeting is eligible voters holding 15% of the strata corporation's votes, present in person or by proxy. **(Adopted March 22, 2010)**

PART 13 – SMALL CLAIMS COURT PROCEEDINGS

11.2 Authorization to proceed

- 11.3 13.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, 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.

PART 13 – SECURITY

Prevent Unauthorized Entry

- 14.1 An owner, tenant, or occupant must not use a fob to provide access to common property, including but not limited to the elevator, pool deck, or gym, to any other persons except their visitors or other residents of their strata lot.

Security Measures

- 14.2 For the protection and security of the residents', their assets and the common property, the Strata Corporation has installed both of the following systems:
- (1) Video camera surveillance system, which monitors and records the areas where the cameras are located. The video camera system records exterior access points to the building as well as several common areas inside the building as set out in the strata corporation's privacy policy (the "Privacy Policy"). For more information on video camera surveillance system, please refer to the Privacy Policy.
 - (2) Key FOB access system, which gives secure access to the building as well as individual access to the resident's floor through elevators and the floors where the amenities are located and to the amenities themselves. As a function of this system, the system monitors and records where the key FOBS are used and the date and time of such use. Reports can be printed of the activity of any particular FOB, if this information is required. For more detailed information on the capture and recording of the key FOB access system, please refer to the Privacy Policy.
- 14.3 The Strata Corporation is authorized to use both the key FOB access system and the video camera surveillance system to record and monitor the movement of the key FOBS and the movement of all individuals entering the premises for surveillance and monitoring purposes, including the following purposes;
- (1) being alerted to the presence of trespassers on the strata plan;
 - (2) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person on the strata plan; and
 - (3) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its owners, tenants, occupants and visitors.
- 14.4 For purposes pursuant to bylaw 14.3, the information collected may be shared with appropriate law enforcement agencies and emergency workers upon their written request.
- 14.5 Where video information reveals evidence of illegal activity, employee misconducts or accidents, or serious bylaw or rule contraventions, the recordings may be disclosed to the Strata Corporation, enforcement or investigative bodies for further investigations, charges or disciplinary actions.
- 14.6 The information captured on both the key FOB access system and the video camera system may also be used and disclosed in accordance with the *Personal Information Protection Act* (PIPA). For further detailed information, please refer to the Privacy Policy.
- 14.7 In installing and/or maintaining the key FOB access system or the video camera surveillance system, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

Part 15 - Privacy Policy

- 15.1 The Strata Corporation is committed to protecting the personal information of its strata lot owners, tenants and occupants.
- 15.2 This Privacy Policy outlines the principles and practices the Strata Corporation will follow in protecting the personal information of owners, occupants and tenants.
- 15.3 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.
- 15.4 This Privacy Policy applies to the Strata Corporation and its property manager in their capacity as agent for the Strata Corporation.
- 15.5 Definitions:
- (1) Personal Information means information about an identifiable individual, but does not include contact information.
- For example:*
- (i) *the name, home address, home phone number and/or cell phone number of owners, occupants and tenants;*
- (ii) *email addresses;*
- (iii) *owners' banking information for payment of strata fees;*
- (iv) *video images and recordings obtained during the use and operation of the video camera surveillance system installed in the building by the strata corporation in the following locations with signage noting the operation and monitoring and recording operational 24 hours a day, 7 days a week*
- (a) *Exterior entrance/exit locations for pedestrian and vehicle traffic and common property parking facilities;*
- (b) *Interior entrance/exit locations in common areas*
- (c) *Elevators and elevator lobby areas on all parking levels*
- (d) *Main lobby area;*
- (e) *Any other areas where the strata council may wish to add surveillance systems in the future.*
- (v) *Information and data recorded and collected during the use and operation of the key FOB access system installed in the building that monitors access to and from the common areas of the building 24 hours a day 7 days a week.*
- (2) 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.

- (3) 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.

15.6 Collecting Personal Information

- (1) 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 (2) of this bylaw, the Strata Corporation will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.
- (2) The Strata Corporation will collect the information of owners, occupants and tenants that is necessary to fulfill the following purposes:
- To verify identity and communicate with the owners, tenants and occupants;
 - To process payments;
 - To respond to emergencies;
 - To ensure the orderly management of the Strata Corporation;
 - To understand the financial, banking, insurance needs of the owners, occupants, and tenants;
 - To verify an occupant's vehicle license numbers;
 - To register owner's/occupant's/tenant's pets;
 - To open and manage an account;
 - To deliver requested products and services;
 - To enrol an owner, tenant or occupant in a program;
 - To send out strata corporation information;
 - To comply with requirements imposed by the Strata Property Act and other applicable laws;
 - To assess suitability for tenancy;
 - To collect and process rent payments;
 - To protect the security of the facility, including the security of individuals and assets in the facility;
 - To investigate bylaw and rule infractions upon receiving a complaint of such.

15.7

Consent

- (1) 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).
- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Strata Corporation may collect, use or disclose personal information without the knowledge or consent of the owner, occupant and/or tenant in the following limited circumstances:
 - With respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, any parking stall number, and the unit entitlement of the owner's strata lot;
 - Information authorized by a bylaw;
 - The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
 - The names of tenants of a strata lot, if any;
 - With respect to a council member, the telephone number or some other method by which the council member can be contacted at short notice;
 - Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
 - Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
 - Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
 - If the Strata Corporation is collecting money owed by an owner, tenant or occupant;

- If the information is required for the Strata Corporation to seek legal advice from a lawyer;
- To update banking or financial records;
- To protect the Strata Corporation from fraud;
- To investigate an anticipated breach of an agreement or a contravention of law;
- To substantiate a complaint of a bylaw or rule infraction; or
- If the personal information is required to be collected, used or disclosed by law.

15.8 Using and Disclosing Personal Information

- (1) Personal information recorded and collected will not be disclosed to any person, other than:
 - A. the Strata Corporation's Property Manager;
 - B. the strata council while exercising their powers and performing the duties of the Strata Corporation,
 - C. the Strata Corporation's Privacy Officer,
 - D. the Strata Corporation's legal counsel,
 - E. law enforcement personnel and emergency workers.
- (2) The Strata Corporation will only use or disclose the personal information of owners, occupants and tenants where necessary to fulfill the purposes identified at the time of collection *or for a purpose reasonably related to those purposes such as:*
 - To conduct surveys in order to enhance the provision of services;
 - To contact owners, occupants and tenants directly about products and services that may be of interest;
 - When required or authorized by law to do so;
 - When disclosure is consented to in writing by an owner, occupant or tenant;
 - To update banking or financial records;
 - To assist in conducting a criminal investigation involving vandalism to or theft of common property or common assets of the Strata Corporation, vandalism to or theft of personal belongings of owners, occupants, tenants, and visitors, or the physical assault of an owner, occupant, tenant, or visitor;
 - To investigate security breaches of the Strata Corporation;
 - To investigate possible employee misconduct;

- To investigate possible illegal activity;
- To investigate accidents at the Strata Corporation;
- To verify or substantiate complaints of bylaw and rule infractions;
- To respond during an emergency situation to a request in writing by the appropriate authority;

(3) 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.

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

15.9 Retaining Personal Information

- (1) 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.
- (2) Subject to subsection (1), the Strata Corporation will retain the personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.
- (3) Personal information collected from the use and operation of the video surveillance camera system is recorded for a period of approximately 30 days, depending on the hard-drive capacity of the system, at which time the system records over previous video and the previous video is lost. Copies of recordings can be captured by DVD or CD and used according to this privacy policy.
- (4) 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.
- (5) The Strata Corporation's Property Manager, the strata council while exercising their powers and performing the duties of the Strata Corporation, the Strata Corporation's Privacy Officer, the Strata Corporation's legal counsel and law enforcement personnel upon a written request are authorized to view the personal information recorded and collected in this manner.

15.10

Ensuring Accuracy of Personal Information

- (1) 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.
- (2) Owners, occupants and tenants may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.
- (3) A request to correct personal information should be forwarded to the Privacy Officer or to the Property Manager.
- (4) 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.

15.11

Securing Personal Information

- (1) 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.
- (2) The following security measures will be followed to ensure that the personal information of owners, occupants and tenants is appropriately protected:
 - The use of locked filing cabinets where deemed appropriate by the Privacy Officer
 - Restricting access to places where personal information of owners, occupants and tenants is kept
 - Using password protection to computers where personal information of owners, occupants and tenants is kept
 - Using sign-in measures and password protection where the Privacy Officer may sign in remotely to view the images on the video camera surveillance system
 - Using encryption and firewalls on the computers owned by the Strata Corporation and the Property Manager
 - Using encryption and firewalls on the website operated by the Strata Corporation

- Restricting access to keys to the locked rooms, filing cabinets and safes where the personal information of owners, occupants and tenants may be kept as deemed necessary by the Privacy Officer
 - Requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the Strata Corporation or its agent.
 - Changing keys, access codes, sign-in measures and other security measures when there is a change of the Strata Corporation's property manager
- (3) The Strata Corporation will use appropriate security measures when destroying the personal information of owners, occupants and tenants such as:
- Using a Document Shredder
 - Deleting electronically stored information
 - Destroying or deleting information captured on a CD or DVD recording made of the video camera system
- (3) The Strata Corporation will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

15.12

Providing Owners, Occupants and Tenants Access to Personal Information

- (1) Owners, occupants and tenants have a right to access their personal information, subject to limited exceptions:
- Solicitor-client privilege
 - Health and safety concerns
 - Where disclosure would reveal personal information about another individual
 - Where the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his or her identity
 - the disclosure of the information would reveal confidential commercial information that if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the organization
 - the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act (i) under an enactment, or (ii) by a court;
 - the information is in a document that is subject to a solicitor's lien.
- (2) 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.

- (3) 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.
- (4) The Strata Corporation will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request. Information requested under section 35 of the Strata Property Act will be made available within 2 weeks with the exception of bylaws and rules, which will be made available within 1 week.
- (5) 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.
- (6) 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.

15.13

Questions and Complaints: The Role of the Privacy Officer

- (1) The Privacy Officer and the Strata Corporation's property manager are responsible for ensuring the Strata Corporation's compliance with this Privacy Policy and PIPA.
- (2) Owners, occupants and tenants should direct any complaints, concerns or questions regarding the Strata Corporation's compliance in writing to the Privacy Officer and to the Property Manager. If the Privacy Officer is unable to resolve the concern, the owner, occupant or tenant may also write to the Information and Privacy Commissioner of British Columbia.
- (3) Contact information for the Strata Corporation's Privacy Officer and the strata corporation's property manager is set out in the Minutes of the first Council Meeting following the Annual General Meeting.