

FOB ACCESS SYSTEM POLICY
Mermaid Wharf

SUMMARY: The key fob access system (the "Access System") at Mermaid Wharf is a commonly used system that is intended to provide a measure of safety and security that is state of the art. To function effectively, the Access System does need to collect some information that could be considered to be "personal information" under the *Personal Information Protection Act* (the "Act"). To comply with the provisions of the Act, Section 44 (4) of the Strata Corporation's bylaws expressly authorizes the use of the Access System at Mermaid Wharf. This policy has been developed to demonstrate to residents that the collection of any personal information is only for purposes that a reasonable person would consider appropriate in the circumstances, pursuant to the provisions of the Act. This policy will be reviewed by and may be amended by the Strata Council on an "as required" basis.

THE SYSTEM: The key fob itself does not carry any personal information. It contains only a unique code that identifies it when read by one of the readers of the Access System. The Access System is programmed to allow the key fob access to certain parts of the building. To assist in managing the issue and recovery of key fobs, as well as deactivating stolen key fobs, the name of the person to whom that key fob was issued is stored in the Access System. ***There is no visual record of any entry.*** The Access System only records the building location where the key fob is used and the date and time that the key fob is used.

The Access System does not monitor entry into individual units. It only records entry into areas that have readers, which are the main entrance, rear entrances, elevators, stairwells and the parkade. The readers themselves do not store personal information. They merely transmit the unique code from the key fob to the central computer that controls the Access System.

The Access System provides an extremely high level of security to residents at Mermaid Wharf and can also avoid significant expenses for the Strata Corporation. In buildings without an access system of this sort, every time that a resident loses a common area key or a security incident occurs which suggests that a common area key has been compromised, all of the common area locks must be re-keyed at major expense. Instead, the Access System allows a compromised key fob to be de-activated so that it no longer provides access. It is like destroying the missing key.

HOW INFORMATION IS SAFEGUARDED: The computer that controls the Access System is kept in a locked room, and accessible only to the strata council. Separately, in another locked location, the property manager has a book in which is recorded the fob number, the unit to which it corresponds, and the identity of the owner of that unit. The system computer is password protected. The system computer is not connected to the internet.

DISCLOSURE OF INFORMATION: The information collected by the Access System will only be used or disclosed in the event of a security breach or significant damage to common property or limited common property. "Significant" damage will include any damage in excess of \$1,000.00. Information collected by the Access System will also be disclosed to a public body or law enforcement agency in Canada, concerning any offence under the laws of Canada or a province, to assist in an investigation, or in the making of a decision to undertake an investigation. In the event such disclosure is made, the Strata Corporation will require the public body or law enforcement official to present valid identification and a file number connected to the investigation. The Strata Corporation will record the name of the individual receiving the information and the applicable file number.

In most cases, the information collected by the Access System will be used to lead to identification of a key fob that was used by a thief or unauthorized individual, which can then be de-activated to prevent a recurrence of the security breach.

RETENTION OF INFORMATION: Information collected by the Access System will be retained for a period of three (3) months.

MERMAID WHARF - Strata Plan VIS4930

c/o PROLINE MANAGEMENT LTD.

201-20 Burnside Road West, Victoria, BC V9A 1B3

Tel: (250) 475-6440 Fax: (250) 475-6442

e-mail: proline@property-managers.net

July 15, 2003

NOTICE

ALL MERMAID WHARF RESIDENTS & VISITORS

ROOFTOP ACCESS IS LIMITED

- 1) The Public Patio/BBQ/Walkway is OPEN from 8:00 a.m. to 11:00 p.m.
- 2) Persons 15 YEARS and under MUST be accompanied by an Adult.

Building Rules exist for the security and quiet enjoyment of all.

Your Strata Council.
July 2003.

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MERMAID WHARF - Strata Plan VIS4930

c/o PROLINE MANAGEMENT LTD.

201-20 Burnside Road West, Victoria, BC V9A 1B3

Tel: (250) 475-6440 Fax: (250) 475-6442

e-mail: proline@property-managers.net

October 1, 2003

NOTICE

ALL MERMAID WHARF RESIDENTS & VISITORS

SWIFT STREET WALKWAY RAMP ACCESS

All residents and visitors are hereby informed that the

Swift Street Walkway Ramp GATE

is closed from 11:00 p.m. until 7:00 a.m.

Please DO NOT USE.

Please utilize the main front door during these times.

Building Rules exist for the security and quiet enjoyment of all.

Your Strata Council.

October 2003.

April 28, 2014

NOTICE

To: Owners/Residents of Mermaid Wharf
From: Strata Council
Re: New Rule

Please be advised of a new rule at Mermaid Wharf:

No lockboxes are permitted on the exterior of the building or grounds of Mermaid Wharf as of May 1, 2014.

Owners are advised to inform their realtors of this if they choose to sell their unit in the future and to remove any lockboxes that might be in place at rental or vacation units.

Thank you for your cooperation.

PROLINE MANAGEMENT LTD.
Alan Haddow
Property Manager

MERMAID WHARF STRATA COUNCIL
Colette Nagy, President

COOK BUILDING MAINTENANCE
Paul Cook, Owner

PROLINE MANAGEMENT LTD.

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- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Supplied
Ordered

Ordered By: Ron Neal of RE/MAX Alliance
Uploaded: Sep 07, 2017 Verified: Sep 07, 2017
Mar 26, 2018

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Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS4930 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on May 9, 2017.


Resolution:

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS4930 that Section 18(3) of the bylaws of the strata corporation be amended to include owner representatives and resident tenants (with owner permission) as observers. Section 18(3) will now read as follows:

"Owners, their representatives or resident tenants (with owner permission) may attend council meetings as observers."

A revised set of bylaws, incorporating these amendments, is attached.


Signature of Council Member


Signature of Second Council Member

Date: 31 July, 2017

STRATA PLAN VIS4930

MERMAID WHARF

BYLAWS

Revised May 9, 2017

Supplied to StrataDocs on 2017/11/09/07
Ordered by Ron Neal on 2018/03/26

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Division 1 -Duties of Owners, Tenants, Occupants and Visitors**Payment of strata fees**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Interest on Late Payment

- 2 (1) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late assessments.
- (2) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late special levies.
- (3) An owner delinquent in the payment of their assessments or special levies will not be permitted to have access to the common facilities, example: rooftop, common room, until all such amounts are paid in full.

Repair and maintenance of property by owner

- 3 (1) An owner must repair and maintain the owner's strata lot including any changes from its original condition, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner must maintain, repair and replace any additions or alterations made to his/her strata lot, the common property or limited common property including double glazed windows. The strata council may require proper drawings and engineering certification prior to giving approval, such to be prepared at the cost of the owner seeking approval.
- (4) An owner shall also be responsible for any damage occurring to common property, limited common property or their strata lot if such is caused by the act or neglect of the owner or his/her tenant, guest or invitee.

Use of property

- 4 (1) An owner, tenant or occupant must not use a strata lot, the common property or common assets contrary to any of the following bylaws:
- (a) in a way that causes a nuisance or hazard to another person,
- (b) in a way that causes unreasonable noise, and without restricting the generality of the foregoing, all noise must be kept to a reasonable level at all times and in particular between the hours of 11:00 p.m. and 7:00 a.m. The volumes of radios, stereos and televisions should be kept low and such appliances should be kept away from adjoining walls.
- (c) in a way that unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, and no owner, tenant or occupant shall annoy, harass or disturb any other owner, tenant, occupant or invitee.
- (d) in a way that is illegal or is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal.
- (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.

- (f) in a way that will increase the risk of fire or the rate of fire insurance premiums.
- (g) no owners, tenants, occupants or invitees shall cause or produce any unacceptable smell or vibration in or about any strata lot or the common property.
- (h) owners, tenants and occupants and invitees shall not use a waterbed or water filled furniture in any strata lot unless they carry appropriate insurance coverage.
- (i) owners, tenants, occupants and invitees shall not shake any mops, rags, or rugs from any window, door, balcony or patio and no dirt, rubbish, litter or cigarette butts shall be swept from or thrown from any window, door, balcony or patio.
- (j) owners, tenants, occupants and invitees shall not store or permit to be stored in or about their strata lot or the common property any flammable, explosive or hazardous materials.
- (k) owners, tenants and occupants shall not install or permit to be installed any radio, telephone or television antennae or receiving dish or similar devices on the exterior of the building nor shall they display any sign, banner, poster or other material save and except as permitted under Federal or Provincial or Municipal Election laws.
- (l) owners, tenants, occupants and invitees shall not hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the strata corporation building.
- (m) owners, tenants, occupants and invitees shall not leave personal property, of any kind, in or about the common property areas and in no case shall skateboards, children's two wheeled scooters, roller blades or similar devices be used or operated in the interior of the strata corporation building. All items left on the common property are at the risk of the owner and may be removed by the strata council without notice.
- (n) owners, tenants, occupants and invitees shall not smoke anywhere in the Common areas of the interior of the strata corporation building.
- (o) owners, tenants and occupants must store their bicycles on racks provided for each parking stall and in the designated storage areas on levels P-1 and P2 or in their strata lot except on balconies. Bicycles, skate boards, shopping carts, electric scooters and other similar items must not be left in the common halls or stairways and entry is restricted to level P-1.
- (p) owners, tenants and occupants must ensure that to enhance the exterior appearance of the strata corporation building, all window coverings visible from the exterior of the building are white. Off-white window coverings may be installed only if the "Same are approved by the strata council in writing.
- (q) only Strata Council may post notices on elevator walls. All other notices shall be posted on bulletin boards provided.
- (r) No owner with a unit that has a "JULIET STYLED BALCONY" may affix to the railing nor is permitted to use a Barbeque, gas fired or coal, briquette or otherwise, or store any combustible materials on these balconies.
- (s) Owners, tenants, and occupants with rooftop and ground floor patios are responsible for the repair and maintenance of landscaping in these gardens or on failure to do so within thirty (30) days following notice, the strata corporation will have the patios cleaned up and the cost shall be assessed to the strata lot.

- (2) An owner, tenant, occupant or invitee must not cause damage 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, reasonable wear and tear excepted. Owners are responsible for the acts of their tenants and any other person they have admitted to the strata corporation.

Pets

- 5 (1) Owners, tenants and occupants shall not keep pets of any kind in or about a strata lot or the common property other than:
- (a) a reasonable number of aquarium fish (maximum size of aquarium to be 25 gallons);
 - (b) not more than 1 small caged mammal (no reptiles or snakes);
 - (c) not more than 1 small caged bird such as canaries or budgies;
 - (d) not more than 1 domestic house cat;
 - (e) not more than 1 dog;
- (2) An owner, tenant or occupant that keeps a Cat and/or Dog in a strata lot, either permanently or temporarily, shall register that Cat and/or Dog with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the Cat and/or Dog, the strata lot number of the strata lot in which the Cat and/or Dog is kept and the name and telephone number of the owner of the Cat and/or Dog. **Upon registration, there will be a one-time, non-refundable, CAT AND/OR DOG FEE of \$50.00 to register the Cat and/or Dog.**
- (3) Pets must be carried or on a short leash while their owner is in the common areas of the building and must be on a leash while on the exterior common property and are not allowed on the landscaped grounds. An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on common property, the owner shall immediately and completely remove all of the pet's waste from the common property, and dispose of it in an appropriate, sanitary manner.
- (4) Pet owners are responsible for any damage caused by their pet. Should the strata council receive a complaint about a permitted pet, then the council will investigate the complaint and if they find that the pet is a nuisance due to noise, odour, aggressive behaviour or otherwise they will notify the pet owner in writing. If the nuisance has not been rectified within 48 hours they will deliver a final warning in writing. If the nuisance has not been rectified within a further 48 hours, then they may, in their sole discretion, order that the pet be removed permanently from the strata corporation building on 14 days written notice at the owner's expense.
- (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.

Inform Strata Corporation

- 6 (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) Within 2 weeks of becoming an owner and within 2 weeks of changing an original key to the strata lot, an owner must provide the Strata Corporation with a key to the said strata lot. All such keys will be stored in the Strata Corporation's "key safety locker".

- (3) An owner shall ensure that a tenant or occupant is properly apprised of the strata corporation's bylaws and building rules and regulations and will deliver to the property manager a properly executed Form K at least seven days prior to the tenant or occupant taking up residence.
- (4) Upon request by the strata corporation, a tenant must inform the strata corporation of his or her name(s).
- (5) All owners, tenants and occupants must provide emergency contact information to the strata corporation office/caretakers.

Obtain approval before altering a strata lot

- 7 (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) stairs, balconies or other things attached to the exterior of a building;
 - (d) doors or windows on the exterior of a building, or that front on the common property;
 - (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) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) erecting any commercial signage to the exterior of the building.
- (2) The strata corporation may require that the owner provide detailed plans and specifications and may also require certification of a structural engineer if such is appropriate prior to giving or denying their consent. 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. The owner shall indemnify and save harmless the strata corporation from all costs relating to the alteration now and in the future.
- (3) **Renovation Bylaw**
 Owners must make an application in writing to the council and obtain written approval from the council before installing a hard floor surface such as ceramic tile and hard wood-type flooring or making alterations to the strata lot.
 - (a) Alterations to floor surfaces must be in accordance with the following specifications and requirements:
 - (b) Only a floating floor system is permitted for hard wood-type floors.
 - (c) Owners are responsible for removing all debris, old carpet, boards, drywall, etc. from the complex. No debris of any kind is to be placed in the dumpster or the recycling bins. Construction waste from approved renovations must be removed from the building and disposed in a manner consistent with Municipal Laws.
 - (d) Owners are responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Owners are responsible for the security of the building at all times.

- (f) The elevator key must be booked to transport any material to and from the unit. Elevator pads must be in place.
- (g) The owner must satisfy the council that the underlay matting (sound deadening material) used under the flooring material is at least 6 points above industry standard for condominium use and possess a STC (sound transmission class) rating of >61 and the IIC (impact insulation class) must be >50.
- (h) Owners must submit proof of purchase and the STC and IIC ratings for the above underlay materials upon request by the Strata Council.
- (i) Any damage to decks or patios that is a result of the owner's negligence will be repaired at the cost of the unit owner. Care must be taken not to spill debris on to any unit's deck/patio at time of installing flooring.
- (j) The owner shall indemnify and save harmless the Strata Corporation from all costs relating to the alteration now and in the future. This indemnity is binding on future owners of the unit.
- (k) Alterations that do not conform to the material submitted in the application for Council approval may be subject to removal by the owner at his/her sole expense at the council's discretion.
- (l) Owners are responsible to provide their own insurance coverage for any unit betterment.

Obtain approval before altering common property

- 8
- (1) An owner and the strata council must obtain approval of the strata corporation by 3/4 vote before making any significant 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.

Permit entry to strata lot

- 9
- (1) An owner, tenant, occupant or invitee must allow a person authorized by the strata corporation to enter the strata lot with or without their presence and with the use of a master key or a duplicate key if necessary
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 24 hours written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
 - (c) at a reasonable time, on 24 hours written notice, to ensure compliance with the Act, the Regulations, the bylaws and the rules.
 - (d) this bylaw shall not prevent or restrict entry by any law enforcement officer at any time, without notice if necessary.
 - (e) and should entry be required due to an emergency situation into a unit, entry must be accompanied by two persons at all times and a log book record entered.
 - (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 -Powers and Duties of Strata Corporation .**Repair and maintenance of property by strata corporation**

- 10 (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:
 - the structure of the building;
 - the exterior of a building;
 - stairs, balconies and other things attached to the exterior of a building;
 - doors and windows on the exterior of a building or that front on the common property only if they leak and are causing damage to the building or are have broken glass or are non-functional;
 - (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors and windows on the exterior of a building or that front on the common property only if they leak and are causing damage to the building; and,
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

PROVIDED ALWAYS that the strata corporation is not obligated to maintain, repair or replace any improvements made by an owner pursuant to bylaw 3 (3) and/or 7, or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such improvement.

Division 3 -Council**Council size**

- 11 (1) The strata council shall consist of not less than FIVE (5), or more than SEVEN (7) members. In the event that Council falls below the minimum of FIVE (5) the remaining members shall instruct the management company to call a Special General Meeting to elect a new Council.

Council members' terms

- 12 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term, as council member is ending is eligible for re-election.
- (3) An owner may not stand for election to the strata council or continue to sit on the strata council if he or she is more than NINETY (90) DAYS in arrears in the payment of any

assessment or special levy and the strata corporation is in a position to file a lien on his/her strata lot under Section 116 of the Strata Property Act.

- (4) Any resignation of a Council Member must be in writing.
- (5) Any Council Member who resigns may not be re-elected to serve on Council again during the same Fiscal Year in which the Council Member has resigned.

Removing council member

- 13 (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 14 (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 elect 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) 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

- 15 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice-president, a secretary and 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 ceased 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

- 16 (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.
- (4) The council must inform owners about a council meeting as soon as possible after the meeting has been called.
- (5) Notice of the time, date and place of all council meetings must be posted in the elevators and on the notice board.

Quorum of council

- 17 (1) A quorum of the council is:
- 3, where the council consists of 5 or 6 members; and
 - 4, where the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

Council meetings

- 18 (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, their representatives or resident tenants (with owner permission) may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (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.

Voting at council meetings

- 19 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes, along with the names of the council members moving and seconding any resolutions, and the names of any dissenting or abstaining council members.

Council to inform owners of minutes

- 20 (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.

Delegation of council's powers and duties

- 21 (1) Subject to subsections (2) to (4), the council may by resolution 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 I 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.
- (5) No member of the strata council shall act unilaterally except in the case of an emergency.

Requisition of council hearing

- 22 (1) By application in writing, stating the reason for the request, an owner 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.

Spending restrictions

- 23 (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) Pursuant to Section 98 of the *Strata Property Act SBC 1998, Chapter 43*, the strata council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the annual amount of such expenditures is less than TEN THOUSAND (\$10,000.00) DOLLARS and such has been approved by a majority resolution of the strata council.
- (3) Notwithstanding subsections (1) and (2) the strata council may spend the strata corporation's money to repair or replace or secure common property or common assets if repair or replacement is required immediately to ensure safety or prevent significant loss or damage.

Fiscal Year of Strata Corporation

- 24 (1) The fiscal year of the strata corporation shall be March 1st to the following February 28 unless this bylaw is amended.

Limitation on liability of council member

- 25 (1) A council member who acts honestly and in good faith and within the limits of his or her authority 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.

- (3) Provided the council member has acted honestly and in good faith and within the limits of his or her authority, the strata corporation shall indemnify the council member for their reasonable legal costs in responding to a claim of wrongdoing on a solicitor and own client basis, provided that the strata corporation may, at its option have such account taxed.

Eligibility

- 26 Strata owners and their spouses are eligible to be a council member.

Division 4 -Enforcement of Bylaws and Rules

Maximum Fine

- 27 (1) The strata corporation may fine an owner or tenant a maximum of
- (a) up to \$200.00, in the discretion of the strata council, for each contravention of a bylaw, and
 - (b) up to \$50.00, in the discretion of the strata council, for each contravention of a rule

Continuing contravention

- 28 (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.

Owner Liable for Legal Costs

- 29 (1) Should the strata corporation be required to undertake any legal action or arbitration, and be successful then the owner of the strata lot shall be responsible for and shall pay all of the strata corporation's legal costs incurred on a solicitor and own client basis.

Small Claims Actions

- 30 (1) Notwithstanding the terms and conditions of the *Strata Property Act* the strata council may commence and proceed with a small claims action against an owner without the necessity of first obtaining the consent of the owners by a 3/4 vote.

Division 5 -Annual and Special General Meetings

Person to chair meeting

- 31 (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.

Voting

- 32 (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) 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.
- (7) No owner may vote at an annual or special general meeting, except in cases of a unanimous vote, where the strata corporation is entitled to file a lien on his/her strata lot under Section 116 for non-payment of assessments or a special levy.
- (8) The outcome of all elections to the strata council shall be announced by the Chair including the number of votes cast for each candidate.

Order of business

- 33 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 minutes from the last annual or special general meeting;
 - (6) deal with unfinished business;
 - (7) 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;
 - (8) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (9) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (10) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (11) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (12) elect a council, if the meeting is an annual general meeting;
 - (13) terminate the meeting.

Division 6 Voluntary Dispute Resolution

- 34 (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 parties of the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.

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

Division 7 -Rental Restriction bylaw

Rental Restrictions

- 35 None recommended

Division 8 -Insurance

Insurance

- 36 (1) The strata corporation must maintain errors and omissions -"Officers & Directors"-liability insurance in an amount of not less than \$2,000,000.00.
- (2) Owners acknowledge that they are solely responsible for and must carry third party liability insurance for their strata lot and excess Insurance coverage for replacement value of all improvements made to the fixtures, fittings and finish of their strata lot from those installed by the Developer and specifically acknowledge that such improvement may not be insured under the general strata corporation insurance. Owners shall also be solely responsible for any deductible on their own insurance policy.

Division 9 -Miscellaneous

Ingress & Egress

- 37 (1) Owners, tenants, occupants and invitees shall only use walkways, driveways and designated entrances and exits for access to the strata corporation building and parking areas and shall ensure that such areas are kept free of obstruction at all times.
- (2) All motor vehicles shall be parked in designated parking stalls only. A violation of this bylaw may result in the council having the motor vehicle towed at the owner's expense.

Sale of Strata Lots

- 38 (1) Owners shall notify the strata council prior to sale or listing of their strata lot for sale and shall provide it with the name, address and telephone numbers of the Realtor.
- (2) The strata council shall provide a common sign at the front of the building to list suites for sale and Realtors or owners may list any strata lot on the sign using the approved format of signage.
- (3) An owner or their real estate agent may hold an "OPEN HOUSE" when offering their strata lot for sale between the hours of 1:00 p.m. and 4:00 p.m. Congestion in the main lobby is to be kept to a minimum during open houses.

- (4) Prospective purchasers must be escorted into and out of the building and at all times while in the building and in no case shall entrance doors be left open or unsecured.

Fees Payable for Records

- 39 (1) The strata corporation may charge a fee for a Certificate of Payment, Form F, Certificate of the Strata Corporation, Form B, that are requested by an owner, at the rate set by the Strata Council.

Storage Lockers

- 40 (1) One storage locker shall be allotted for the use of each strata lot. Lockers must be kept padlocked at all times. Any items left in the common area of the locker room shall be considered abandoned and disposed of by management. All items left in a locker are left at the risk of the owner, tenant or occupant and the strata corporation shall not in any circumstances be responsible for any loss or damage occurring to such goods and chattels.

Garbage

- 41 (1) All garbage must be wrapped in plastic bags and properly secured and deposited in the designated garbage bin. Separate recycling containers are provided for recyclable items on Parking Level 1. All cardboard boxes must be flattened and placed in the designated recycling bin. In no case shall anyone place building materials, household items or construction debris of any kind in the garbage containers, all such items must removed from the strata corporation at the owner or contractor's expense.
- (2) Non resident owners may only dispose of garbage or recyclable items generated through use and enjoyment of their strata lot.

Parking

- 42 (1) All parking stalls are bound to the accompanying strata lot as per the registered strata plan. Parking stalls may not be severed from said strata lot and sold separately.
- (2) The two parking stalls owned by the Strata Corporation shall be available for rent by owners at a monthly rate set by the Strata Council. Interested owners may submit their name to a 'pool' and two names shall be drawn. These owners shall have the right to rent a stall for one year. The Strata Corporation will maintain a waiting list. At the end of each year or in the event that a renter elects not to continue renting, the name(s) at the top of the waiting list shall have first right of refusal. Priority shall be given to owners who do not own a parking stall. Parking stall income shall be solely for the benefit of the Strata Corporation.
- (3) No recreational vehicle of any type, utility trailers, boats, or commercial vehicles shall be parked or stored on the common property without adequate storage insurance and written consent of the strata council.
- (4) No repair work of any kind shall be done on any vehicle and in no case shall an owner store or keep a derelict or unlicensed vehicle on the common property unless the unlicensed vehicle has storage insurance.
- (5) Vehicles shall only be vacuumed, not washed, in the area designated for washing kayaks on level P-1 by owners, tenants and occupants only. The drain is not legal for car washing.
- (6) Owners, tenants and occupants shall not rent their parking stall to anyone who is not a resident of the strata corporation building.
- (7) Oil or other vehicle fluid leaks and stains are the responsibility of the Owner and must be cleaned up by the owner(s). Owners of vehicles causing oil or fluid staining shall, upon notice, clean up all drippings, or on failure to do so within seven (7) days following notice,

the corporation will have the fluid stain cleaned up and a minimum clean-up charge of \$75.00 will be assessed to the strata lot.

- (8) Storage in parking stalls shall conform to the following:

**VICTORIA FIRE DEPARTMENT REQUIREMENTS
FOR STORAGE IN PARKING GARAGES**

Conditions and Requirements:

Prohibited Storage - includes flammable/combustible liquids, compressed gases, oxidizers, corrosives or other materials deemed to be a dangerous good (unless approved by the Authority Having Jurisdiction and only in small amounts).

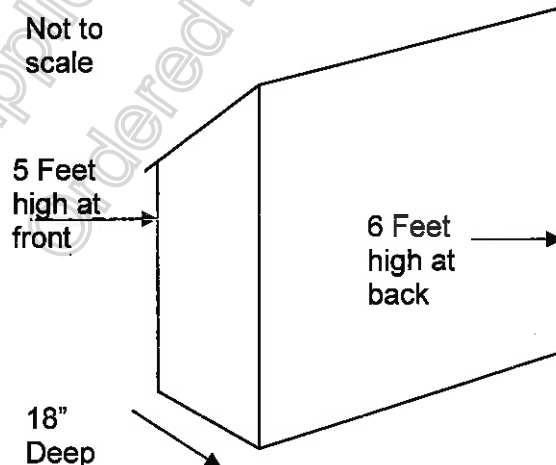
Acceptable Storage - will be limited to ordinary combustible materials (e.g. wood, paper, cloth, materials with less than 15% plastic content or non-combustible materials). Materials shall be stored **ONLY WITHIN** an acceptable storage box/container conforming to the following requirements. No storage is allowed on the top or exterior of the storage box/container

Acceptable Storage Box/Container -

1. Shall be a maximum volume of 48 cubic feet.
2. Constructed of 1" x 4" wood boards spaced in a manner to allow for a visual inspection of the contents or properly supported chain link material.
3. The storage box/container shall be securely fastened to the wall.
4. The storage box/container shall be located at the center end of the stall and may not be continuous from parking space to parking space. In other words, **1 per stall only**.

Dimensions -

1. 6 feet high on the back face (against the wall).
2. 5 feet high on the front face.
3. 18 inches deep (front to back).
4. 6 feet long.
5. Top is to slope from back (6 ft.) to front (5 ft.) to prevent any storage on the top.



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Common Barbecue

- 43 (1) Any owner, tenant or occupant using the common area barbecue must follow posted house rules for its use. The owner, tenant or occupant using the barbecue must light the barbecue with the lid open, attend the barbecue while it is lit, turn off both the gas shut-off valve and grill controls when finished, and clean it after use.

Security and keys

- 44 (1) Additional keys, security radio keys, and garage door openers may be requested through the Strata Council at a rate set by the Strata Council.
- (2) An owner, tenant, or occupant, must not duplicate or give any keys, security codes, garage door openers, or radio keys or other means of access to the building, parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot.
- (3) Owners, tenants and occupants shall ensure that all doors are securely locked behind them, shall not admit by telephone or at the door persons to the building who are not known to them and shall ensure that the garage door on Level P1 is closed after entering or leaving the building. Fines may be levied by the strata council if these bylaws are not complied with.
- (4) The Strata Corporation utilizes a fob access system to regulate access to the buildings, which is intended to provide a greater measure of safety and security for the buildings and its residents than traditional key access. For the system to function in the manner it was intended, information that may be considered to be "personal information" of Owners, tenants, occupants and/or residents under the Personal Information Protection Act ("PIPA") is contained in, collected, used and disclosed by the Strata Corporation in the course of using the fob access system. The information collected by the fob access system is collected, used and disclosed only in accordance with the Fob Access System Policy adopted by the strata council; as such policy may be amended and updated from time to time or as otherwise authorized by PIPA. Any Owner, tenant, resident or occupant with concerns about the fob access system or the Fob Access System Policy is asked to contact the Strata Corporation's Privacy Officer.

The collection, use, and disclosure of what may be considered "personal information" pursuant to these bylaws is authorized by Sections 12(1)(h), 15(1)(h) and 18(1)(o) of PIPA.

Move In and Out

- 45 (1) An owner or tenant who plans to move in or out of the building must notify the property manager at least 7 days in advance of the date and time of the planned move.
- (2) A move-in fee of \$75.00 is payable to the Strata Corporation at least seven (7) days in advance of a change in owner/tenant. The sum of seventy-five dollars (\$75.00) must be submitted to the property manger along with the Form K and payment is the responsibility of the owner. The sum is to cover the cost of administration, cleanup and damage that may arise from a change in residence.
- (3) In the case of a unit owner renting their suite fully furnished, and in the case of a vacation rental unit, the move-in fee of \$75.00 will be waived. A Form K will be required on each change of tenancy. No Form K is required for Vacation Rentals.
- (4) Anyone moving in or out must arrange for use of the elevator protective pads and service key in writing at least 48 hours prior to any move date.

- (5) The owner or tenant who is moving shall be responsible for the costs of repairing any damage to the elevator or other common property resulting from the move.
- (6) Anyone moving in or out must do so between 8:00 am and 6:00pm.
- (7) For security reasons, someone must stay at the entrance being used while it is open during the move.
- (8) Only the parking entry may be used for the purposes of moving in and out.

Severability

- 46 (1) For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.

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