

**LMS 4456 One Wall Centre  
REVISED AND AMENDED BYLAWS**

|                                                                                        |    |
|----------------------------------------------------------------------------------------|----|
| <b><u>Division 1 - General Obligations of Owners, Residents and Visitors</u></b> ..... | 1  |
| Payment of Strata Fees and Other Amounts Due the Strata .....                          | 1  |
| Use of Property .....                                                                  | 2  |
| Repair and Maintenance of Property By An Owner And By The Strata Corporation .....     | 3  |
| Obtain Approval Before Altering a Strata Lot or Common Property.....                   | 4  |
| Inform Strata Corporation of Resident Contact Information.....                         | 5  |
| Entry To Strata Lot .....                                                              | 5  |
| Leasing of Strata Lots .....                                                           | 5  |
| Move In/Out Charge and Deposit .....                                                   | 6  |
| Fines for Contravention of Bylaws and Rules .....                                      | 6  |
| <b><u>Division 2 - The Strata Council</u></b> .....                                    | 7  |
| Council Membership and Terms.....                                                      | 5  |
| Removing and Replacing Council Members .....                                           | 7  |
| Officers of the Council.....                                                           | 8  |
| Calling Council Meetings .....                                                         | 8  |
| Conduct of Council Meetings .....                                                      | 8  |
| Delegation of the Council's Powers and Duties.....                                     | 9  |
| Limitation of Liability of Council Member .....                                        | 9  |
| <b><u>Division 3 - Annual and Special General Meetings</u></b> .....                   | 10 |
| Order of Business.....                                                                 | 10 |
| Quorum Requirements .....                                                              | 10 |
| Person to Chair Meeting .....                                                          | 10 |

|                                                            |    |
|------------------------------------------------------------|----|
| Participation By Other Than Eligible Voters.....           | 10 |
| Voting and Voting Eligibility .....                        | 11 |
| <b><u>Division 4 - Miscellaneous</u></b> .....             | 12 |
| Insurance .....                                            | 12 |
| Voluntary Dispute Resolution.....                          | 12 |
| Authorized Court<br>Proceedings.....                       | 13 |
| Definitions, Legal Effect of Bylaws and Severability ..... | 13 |
| Privacy Policy .....                                       | 13 |
| Unauthorized Expenditures.....                             | 14 |

# **LMS 4456 - One Wall Centre**

## **REVISED AND AMENDED BYLAWS**

### **Division 1 - General Obligations of Owners Residents and Visitors**

All residents and their visitors must comply with the bylaws and rules of the strata corporation as amended from time to time. Owners, whether or not they occupy a strata lot, are included in the term "residents" as used in these bylaws as are tenants and any other occupants who remain in a strata lot more than 30 days. The term "visitors" refers to invitees of any other type, including contractors.

#### **Payment of Strata Fees and Other Amounts Due the Strata**

1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Special assessments are due and payable on the date or dates noted in the authorizing resolution. All other monies due from an owner to the strata corporation are payable on the first day of the month following billing unless otherwise stated.

1.2 If an owner fails to pay an amount due to the strata within the foregoing deadlines, an interest charge of 10% per annum, compounded annually, shall be added to the unpaid balance until such time as full payment is collected by the strata.

1.3 If an owner fails to pay strata fees when due on more than one occasion within any 12 month period, the owner will be required either to provide the strata corporation or its agent immediately with monthly post-dated cheques for the entire balance of the current budget year and, thereafter, 12 such cheques at the beginning of each subsequent budget year, or in the alternative, to provide written authorization for fees to be paid on the first day of each month by automatic debit from the owner's bank account on a continuing basis.

1.4 Each occurrence of a dishonoured cheque or rejected automatic debit will be subject to a \$50.00 administrative charge.

1.5 Subject to bylaw 1.6, if an owner fails to pay an amount due to the strata, the strata may take any or all of the following actions:

- (a) 15 days after the due date, the strata will write to the owner giving notification of the delinquency and setting out the remaining steps which will be taken if the amount is not paid.
- (b) 30 days after the due date, the strata will commence charging interest on the amount and inform the owner of this via e-mail, a letter and a phone call.
- (c) 60 days after the due date, the strata will impose a fine and inform the owner.
- (d) 90 days after the due date, the strata will place a lien on the property and notify the owner.
- (e) 120 days after the due date, the strata will instruct a lawyer to pursue collection of the amount due.

1.6 If an owner fails to pay the special levy for windows when due, the time conditions set out in bylaw 1.5 do not apply, and the strata may take any or all of the actions at any time following notification to the owner via e-mail, a letter and a phone call.

### **Use of Property**

2.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that (a) causes a nuisance or hazard to another person, (b) causes unreasonable noise, (c) unreasonably interferes with the right 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.

2.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

2.3 Resident must not keep any animal, bird or any other domestic or household pet on or about their strata lot, limited common property or the common property without the written consent of the council, provided that the council may at any time in writing revoke such consent and order the removal of such animal, bird or pet, which is, in the opinion of the strata council, a nuisance or causing an annoyance to other owners or causing damage to the property of other owners or the common property.

2.4 A resident or visitor must not feed birds, rodents or other animals (other than pets allowed pursuant to the rules adopted by the council) on or from any strata lot or the common property.

2.5 A resident must not: (a) engage in, or permit any of his/her visitors to engage in any activity on the strata lot, common property or on any property which the strata corporation or a resident has a right to use, including without limitation, the parking stall assigned for the use of an owner, that is contrary to any statute, ordinance, bylaw, rule or regulation of any government authority, whether federal, provincial, municipal, strata corporation or otherwise.

2.6 A resident or visitor must not display signs, billboards, advertising matter or other notices or displays of any kind, or hang or permit to be hung any flags, laundry and the like, in or about his/her strata lot or common property in any manner which would permit the same to be visible from ground level or from other strata lots and common property except that real estate signs may be displayed if of a size and type and in a location prescribed by the strata's rules. An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of exterior signage.

2.7 A resident must install or use interior blinds and may install internal drapes or shades but all of the foregoing must meet the specifications set forth in the strata's rules.

2.8 A resident or visitor must not bring onto or store in a strata lot or the common property or any other property which the strata corporation has the right to use, hazardous materials, including unsanitary or flammable items, which will in any way endanger the health or safety of other residents and visitors or increase or tend to increase the risk of fire or the rate of insurance on any insurance policy held by the strata corporation, or which will invalidate any such insurance policy.

2.9 All lots registered in this strata plan are zoned residential and as such a resident must not use the strata lot, or permit it to be used, except as a private dwelling. Residents are permitted to maintain a home office provided the business conducted therein does not require the operator to have a City of Vancouver business license and members of the general public are not allowed to visit the strata lot or the strata's common areas for the conduct of business.

2.9.1 No one bedroom apartment shall have more than three occupants and no two bedroom apartment shall have more than five occupants. This provision does not apply to residents, including tenants, living in the strata at the date of this bylaw's enactment nor to present or future visitors staying less than 30 days. In cases of hardship, any person affected by this bylaw may apply to the council for an exemption which shall not be unreasonably refused.

2.10 Every owner, tenant or occupant of a strata lot and every employee, contractor or agent of the Strata Corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:

- (a) verbal abuse or threats of any kind;
- (b) physical abuse which includes but it not limited to unwelcome touching or threats of unwelcome touching; or
- (c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

### **Repair and Maintenance of Property by an Owner and by the Strata Corporation**

3.1 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.

3.2 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.

3.3 Any work performed under 3.1 and 3.2 that has a purpose that goes beyond restoring property to its original condition will be considered an alteration and must comply with the bylaws and rules governing such activity.

3.4 The strata corporation must repair and maintain common assets of the strata corporation and common property, whether or not located within a strata lot, including (a) the structure of the building, (b) the exterior of the building and anything attached to the exterior of the building, and (c) doors, windows and skylights on the exterior of the building or that front on common property.

3.5 In making repairs or alterations that could, directly or indirectly affect other residents or any common property or common system in the building, an owner and the strata corporation must use licensed and bonded contractors who meet the standards specified in the strata's rules.

3.6 An owner shall indemnify and save the strata corporation and other strata residents harmless from the expense of any maintenance, repair or replacement to property of any type rendered necessary by the act, negligent act or omission of the owner and the residents of and visitors to the owner's strata lot but only to the extent that the strata corporation and other strata residents are not fully reimbursed for these expenses by another source, such as the proceeds of insurance. If such insurance is subject to a deductible, the deductible will be billed to and will be payable by the owner of the strata lot in question.

3.7 In accordance with section 72(3) of the Strata Property Act, the strata corporation will take the responsibility for the annual inspection, normal maintenance and one filter replacement of each strata lot's heat pump(s). The strata corporation will pay for the inspection and normal maintenance of the heat pump(s) only. All additional expenses related to the repair or replacement of each individual strata lot's heat pump(s) are the sole responsibility of each strata lot owner and are to be paid directly by the owner to the heat pump service provider. (Added 1/16/10)

### **Obtain Approval Before Altering a Strata Lot or Common Property**

4.1 An owner must obtain the written approval of the strata corporation before making or permitting to be made any alteration to common property. Such written permission is also required for any alteration to a strata lot that involves or affects any common property, structural or otherwise, including bearing or party walls, floors, ceilings or the common elements of systems such as electrical wiring, plumbing, heating, air conditioning, piping or other services on or to the strata lot, or alterations that attach to common property such as chimneys, stairs windows, the application of film to windows, window guards, skylights, awnings, satellite dishes or other antenna, or alterations to any other property which is visible from common property, from other strata lots or from ground level

4.2 If an owner chooses to install hard surface flooring (such as hardwood, ceramic, tile, slate, etc.) in a strata lot, an impact isolation barrier must be installed under such flooring, which has at least equivalent isolation characteristics to the standard specified in the strata's rules. Film to be applied to windows must also meet specifications set forth in the rules. Before undertaking such work, the owner shall provide notice to the council of the details of such work to be performed and obtain the council's written approval.

4.3 An owner intending to apply to the strata corporation for permission to alter a strata lot in a manner that will affect the types of property listed in the foregoing sections must submit, in writing, plans and a written description of the intended alteration, including such other details as may be specified in the strata's rules.

4.4 Permission to alter a strata lot will be granted for a period of no more than 60 days, beginning on the day work is to start as specified by the owner. After permission is granted and before work can begin, owner must pay a nonrefundable fee of \$100.00 and post a \$200.00 refundable security deposit. If alterations are not completed within the initial 60 day period, owner must submit an extension application to extend the period for another 30 day period. This extension application must detail the reasons for the delay and any planned alterations not included in the original application. When granted, each successive 30 day extension will require the payment of a nonrefundable fee of \$100.00.

4.5 Any costs incurred by the strata corporation by reason of alterations made at any time for the purposes of benefiting a strata lot (whether or not made by the developer and whether or not approved by the strata corporation) shall be charged to the strata lot that was associated with the alteration and shall be treated as an addition, or additions, to its strata fees.

### **Inform Strata Corporation of Resident Contact Information**

5.1 Within two 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, and the name and contact information of mortgage holders with a financial claim on the property.

5.2 Within two weeks of a tenant or any other person taking occupancy, the owner or such other person or tenant must inform the strata corporation of their name and telephone number.

5.3 The owner must cause such information to be promptly updated with the strata corporation as changes occur.

### **Entry to Strata Lot**

6.1 A resident must allow a person authorized by the strata corporation to enter the strata lot (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and (b) at a reasonable time, on 48 hours' written notice, to inspect health and safety hazards that violate the strata's bylaws or rules or to 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.

6.2 The notice referred to in section 6.1(b) must include the date and approximate time of entry, and the reason for entry.

6.3 If any resident installs any lock or locking device on any door or entry into a strata lot, or changes the keying on such locks, without providing the strata corporation with a duplicate means of entry, the strata lot may be subject to forced entry by the strata corporation and its agents in an emergency and any costs thereof shall be charged to the strata lot owner.

### **Leasing of Strata Lots**

7.1 The number of strata lots that may be leased within the strata plan by the owners shall be all the strata lots, that is, the number of strata lots that may be leased shall not be limited in any way whatsoever. If necessary, this bylaw shall be deemed to be a bylaw under Section 141 of the Strata Property Act. An owner who wishes to lease his strata lot may enforce this provision of the bylaws if for any reason it is found necessary by court proceeding.

7.2 No owner who wishes to lease his strata lot need seek approval from the council; however, the owner shall forthwith comply with section 146(2) of the Strata Property Act or any successor provision and shall be bound by the provisions of section 146 and 138 of the said Act with respect to that lease., including the obligation to provide their tenants with copies of the strata's rules and bylaws.

7.3 No owner shall lease their strata lot for less than 30 days.

### **Move In/Out Charge and Deposit**

8.1 A resident or prospective resident (including a tenant) must notify the concierge of any moving plans involving household furnishings at least 48 hours before the moving date. At the time of notification or no later 48 hours before the move, the resident concerned must pay a nonrefundable fee of \$100.00 and post a \$200.00 refundable security deposit. All expenses for damages incurred by the strata corporation attributable to the move and any fines levied as a result thereof shall be deducted from the refundable amount. Monies owing to the strata under this section in excess of \$200 will be billed to the incoming or outgoing resident concerned. In the case of tenants, the strata corporation will attempt to collect from the tenant involved in the move but failure to collect will result in the owner of the strata lot being billed for the outstanding amount.

8.2 Provisions governing the permitted hours for the movement of household furnishings and the use, in connection therewith, of common property such as entryways, elevators, hallways, the main lobby and other facilities of the strata, are set forth in the rules.

### **Fines for Contraventions of Bylaw and Rules**

9.1 If an owner fails to pay strata fees, special assessments, or other monies due the strata corporation in accordance with the bylaws, a fine of \$200 will be levied for each due date missed for each category of payments owing until such time as the monies owing are paid in full..

9.2 For violations of the bylaws other than those involving the payment of monies to the strata corporation, the strata corporation may levy a fine up to \$200.00 for each such violation whether or not such violation is a first occurrence. The amount of such fine shall be determined by the council in their discretion and based upon the circumstances, such as the nature and severity of the infraction, whether the infraction was promptly remedied and whether it is a repeat offence. If an activity or lack of activity that constitutes an infraction continues uninterrupted for longer than 7 days, a fine may be imposed every seven days.

9.3 Procedures for the investigation of infractions, the issuance of warnings of noncompliance and the imposition of fines, including the manner of advising persons subject to fines of their rights under the Property Act shall be set forth in the strata's rules.

9.4 Except where specifically stated otherwise in these bylaws, the strata corporation may fine an owner or tenant.

a) \$50.00 for each contravention of a rule

## **Division 2 - The Strata Council**

### **Council Membership and Terms**

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

10.2 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected but a person whose term as council member is ending is eligible for reelection.

10.3 If a strata lot is owned by more than one person, only one owner of the strata lot may be a member of the strata council at any one time. For the purpose of this bylaw an owner shall be defined as that person or persons registered in the Land Titles Office, or an authorized agent assigned a registered owners right to stand for council. *(Amended January 22, 2005.)*

10.4 No person may stand for council or continue to be on council with respect to a strata lot if the corporation is entitled to register a lien against that lot under the Property Act by reason of overdue unpaid amounts of any type owing to the strata corporation with respect to such lot.

### **Removing And Replacing Council Members**

11.1 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 but a separate resolution must be passed for each council member to be removed.

11.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or, if the owners fail to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

11.3 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.

11.4 A replacement council member may be appointed under 12.2 and 12.3 from any person eligible to sit on council.

11.5 The council may appoint a council member under 11.2 and 11.3 even if the absence of the member being replaced leaves the council without a quorum.

11.6 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 of the Council**

12.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

12.3 The vice president has the powers and duties of the president while the president is absent or is unwilling or unable to act, or for the remainder of the president's term if the president ceases to hold office.

12.4 The council may, by a 2/3s vote, remove an officer.

12.5 If an officer other than the president is removed or is unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling Council Meetings**

13.1 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. The notice does not have to be in writing.

13.2 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.

13.3 The council shall endeavor to inform owners via the minutes of its first meeting each year of the schedule established for council meetings for the remainder of the year.

13.4 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting and the council must hold a meeting to hear the applicant within one month of the request. 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.

## **Conduct of Council Meetings**

14.1 A quorum of the council is (a) 2, if the council consists of 3 or 4 members, (b) 3, if the council consists of 5 or 6 members, and (c) 4, if the council consists of 7 members.

14.2 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. If a council meeting is held by electronic means, council members are deemed to be present in person for all purposes, including a

quorum so long as all meeting participant can communicate with each other.

14.3 Owners or a representative of an owner may attend council meetings as observers but no observers may attend those portions of council meetings that deal with bylaw or rule contravention hearings or any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

14.4 Council decisions must be made by a majority of council members present at the meeting. If there is a tie vote, the president may break the tie by casting a second, deciding vote. The results of all votes at a council meeting must be recorded in the minutes.

14.5 The council must inform owners of council meeting minutes within two weeks by mail or by posting whether or not the minutes have been approved.

### **Delegation of the Council's Powers and Duties**

15.1 The council may delegate some or all of its powers to any person subject to the reservations in 15.2 and 15.3.

15.2 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 subject to a maximum amount that may be spent, and which indicates the purposes for which, or the conditions under which, the money may be spent. No person may spend the strata corporation's money unless that person has been delegated the power to do so in accordance with these bylaws

15.3 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, or (b) whether a person should be fined, and the amount of the fine.

15.4 The council may revoke a delegation of authority at any time.

### **Limitation of Liability of Council Member**

16.1 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.

16.2 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the council member had been duly appointed or duly continued in office.

16.3 Section 16.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

## **Division 3 - Annual and Special General Meetings**

### **Order of Business**

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

### **Quorum Requirements**

18.1 A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

18.2 At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 30 minutes thereafter, the meeting shall stand adjourned for an additional 30 minutes. Thereafter, if a quorum as defined by Section 18.1 is still not present, the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.

18.3 General meetings convened at the instance of 25% of the owners must meet the quorum requirements of 18.1 at the appointed hour or terminate.

### **Person to Chair Meeting**

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

19.2 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 representative or by proxy from among those persons who are present at the meeting.

### **Participation by Persons Other Than Eligible Voters**

20.1 Any resident may attend annual and special general meetings, whether or not they are eligible to vote.

20.2 Persons who are not eligible to vote may participate in the discussion at the meeting, but only if

permitted to do so by the chair of the meeting.

20.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **Voting and Voting Eligibility**

21.1 At an annual or special general meeting, voting cards must be issued to eligible voters and votes shall be decided on a show of voting cards, unless an eligible voter requests a precise count. 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.

21.2 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.

21.3 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.

21.4 Despite anything in Section 21.1, an election of council or any other vote must be held by secret ballot if requested by an eligible voter.

21.5 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that lot or if there are overdue amounts of any nature charged to that lot owing to the strata corporation.

## **Division 4 - Miscellaneous**

### **Insurance**

22.1 The strata corporation must maintain property insurance on common property and fixtures installed by the developer on strata lots that covers full replacement value and insures against major perils.

22.2 The strata corporation must maintain liability insurance against liability for property damage or bodily injury at least equal to the minimum that may be specified from time to time in the Regulations.

22.3 The strata corporation may obtain and maintain errors and omissions insurance for council members against their liability for errors and omissions made in the exercise of their powers and the performance of their duties as council members.

22.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by 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, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of the bylaws, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

22.5 Owners are required to obtain insurance for the contents of the their strata lot, including any improvements made to their strata lot as well as coverage for any insurance deductible paid or payable by the Strata Corporation. Owners must provide proof of insurance to the Strata Corporation upon request.

### **Voluntary Dispute Resolution**

23.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if (a) all the parties to the dispute consent, and (b) the dispute involves the Act, the regulations, the bylaws or the rules.

23.2 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.

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

## **Authorized Court Proceedings**

24.1 The strata corporation is granted continuing authorization to proceed under the Small Claims Act to recover from an owner or any other person any money owing to the strata corporation, and to proceed in any court of competent jurisdiction to remedy bylaw and rule violations through injunctive relief as well as money damages or to recover monies, including legal costs, that the strata has expended as a result of such violations or of the wrongful or negligent acts of other *provided, however*, before suing an owner for debts or money damages or registering a lien against an owner's strata lot, the owner must be given at least two weeks written notice of the planned legal action.

## **Definitions, Legal Effect of Bylaws and Severability**

25.1 The term "the Act" refers to the Strata Property Act, S.B.C. 1998, c. 43. Unless otherwise stated, terms used herein have the meanings prescribed in the Act.

25.2 The term "common property" as used herein includes common assets and property of all types, including limited common property as well as any property within a strata lot which the strata corporation must repair or insure.

25.3 The term "hearing" as used herein meaning an opportunity to be heard in person but it does not refer to a trial-type procedure.

25.4 These bylaws completely supersede any and all prior bylaws, including the Schedule of Standard Bylaws to the Act which does not apply to the strata corporation.

25.5 These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other such person and the strata corporation to observe and perform these bylaws' provisions.

25.6 The provisions of these bylaws shall be deemed independent and severable and the invalidity of any bylaw or part of a bylaw shall not effect the validity of the remainder of the bylaws.

## **Privacy Policy**

26.1 In addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Strata Property Act. The personal information collected and used includes the following:

- (a) banking or credit card information to allow pre-authorized payments ("PAP") to pay strata fees;
- (b) information regarding pets in a suite;
- (c) names and contact information of all persons living in a suite;

- (d) emergency contact information;
- (e) vehicle information and license plate numbers;
- (f) insurance information;
- (g) personal information collected through the use of video surveillance equipment; and
- (h) information created by a computerized access key fob system..

26.2 The strata council shall develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy shall be provided to each owner or registered tenant upon request.

### **Unauthorized Expenditures**

27.1 If, during any fiscal year, the strata council determines that an unbudgeted expenditure must be made to properly protect any or all of the strata corporation, the common assets, or the common property, then the strata council may incur and pay the expense from the operating fund or the contingency reserve fund to a maximum of \$5,000.00 per occurrence and must inform owners as soon as reasonably feasible about any such expenditure. This bylaw is intended to be in accordance with subsection 98(2) of the Strata Property Act.

**Bylaws As Approved January 26, 2004**