

BYLAWS STRATA PLAN VIS 6797 “THE FALLS”

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DIVISION 1 – Separate Sections

1.1 Commercial Section:

The owners of all non-residential strata lots (being strata lot 1 and 2) will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name “Commercial Section of The Owners, Strata Plan VIS 6797” (the “Commercial Section”).

1.2 Residential Section:

The owners of all residential strata lots (being strata lot 3 to 157 inclusive) form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name “Residential Section of The Owners, Strata Plan VIS 6797” (the “Residential Section”).

1.3 Administration of sections:

- (1) The Residential Section must elect an executive in the manner described in the Act.
- (2) The Commercial Section must elect an executive in the manner described in the Act.
- (3) With respect to the matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to make and enforce bylaws and rules.
- (4) Each section may make rules governing the use, safety and condition of the limited common property designed for the exclusive use of such section.
- (5) Each of the Commercial Section and the Residential Section shall obtain insurance against perils for its own section’s Limited Common Property. Without limiting the generality of the foregoing, the property to be insured, repaired and maintained includes:
 - (a) the structure, the exterior, chimneys, stairs and balconies appurtenant to the exterior of a building;
 - (b) doors, windows and skylights on the exterior of a building or the front of the Limited Common Property (including the entrance doors to strata lots).
 - (c) Each of the Commercial Section and the Residential Section shall establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds not necessarily to be deposited to separate accounts.
 - (d) The executive of each section will prepare an annual budget of section expenses which is to be included as part of annual budget prepared by the strata corporation for approval at annual general meetings. Such budget will set out by categories its best estimate of the common expenses of the separate section for the next fiscal year. The budget will include a reasonable provision for contingencies and future replacements. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner’s separate section.
 - (e) Upon receipt each month of strata fees from the owners, the section will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.

- (f) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (g) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid or if a special levy approved by a separate section has not been paid by such owner.

1.4 Repair and maintenance of property by separate sections:

Each section must repair and maintain its own limited common property.

1.5 Patio / Balcony:

The executive of the Residential Section has the unfettered discretion to enter upon any patio or balcony which is the limited common property of any strata lot to repair, remove or relocate any landscaping, furnishings or equipment on it and charge the cost of doing so to the owner of such strata lot.

1.6 Show Suites:

The Developer is authorized to maintain show suites within the development and to place signage on any common property of the Strata Corporation, the Residential Section and the Commercial Section

1.7 Bicycle Storage Room:

The underground bicycle storage room may be added to the Parking and Storage Facility Agreement annexed as Exhibit B.

DIVISION 2 – Duties of Owners, Tenants, Occupants and Visitors

2.1 Payment of strata fees:

An Owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.

2.2 Repair and maintenance of property by owner:

- (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.

2.3 Use of property:

- (1) An Owner, tenant, occupant or visitor must not use a Strata Lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.

- (2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

An owner of a residential strata lot will not:

- (3) 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;
- (4) 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;
- (5) 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;
- (6) 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;
- (7) 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;
- (8) 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, natural gas 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;
- (9) 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;
- (10) 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;
- (11) 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;

- (12) allow his or her strata lot to become unsanitary or a source of odour;
- (13) 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;
- (14) 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;
- (15) 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;
- (16) 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;
- (17) 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;
- (18) 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 hanging plants or baskets or other hanging items within three feet of a balcony railing line; and
- (19) 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.
- (20) Smoking Prohibition Bylaw
 - (a) No smoking is allowed:
 - (i) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas, breezeway and balconies.
 - (ii) on limited common property;
 - (iii) within 7 meters (23 feet) of a door, window or air intake.
 - (b) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from

incense. The term “Smoking” includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.

- (c) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the building.
 - (d) The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.
 - (e) Failure to comply with the bylaw may result in a fine of \$200 per occurrence.
- (21) Prohibition Against Growing / Processing and Manufacturing of Cannabis and Cannabis Derivatives
- (a) For the purposes of these bylaws, “cannabis” means the Cannabis sativa, Cannabis indica, and Cannabis ruderalis plants or any similar member of the Cannabaceae family, and any products derived therefrom.
 - (b) Owners, occupants, tenants, and visitors may not:
 - (i) grow or cultivate cannabis in or on a strata lot, the limited common property, or the common property.
 - (ii) produce, process, or manufacture cannabis or any derivative thereof in or on a strata lot, the limited common property, or the common property.
 - (c) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of bylaw 2.3(21), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot or the limited common property on 24 hour’s written notice to carry out an inspection of that strata lot or the limited common property to determine if a contravention of bylaw 2.3(21) has occurred.
 - (d) If, after having complied with the procedural requirements of section 135 of the *Strata Property Act*, the Strata Corporation determines that an owner, occupant, tenant or visitor has violated bylaw 2.3(21), then it may:
 - (i) Fine the owner or tenant of the subject strata lot up to \$200 per contravention or such higher amount as then permitted under the *Strata Property Act* and *Strata Property Regulation*;
 - (ii) Remove and dispose of any cannabis plants, cannabis processing or cannabis manufacturing equipment discovered during the inspection;
 - (iii) Clean and make good any damage to the strata lot, limited common property or common property caused by or arising out of the growing, cultivating, production, processing or manufacturing of cannabis; and
 - (iv) Charge back the cost of the inspection, removal, cleaning and restoration of the property back to the offending owner or tenant of the subject strata lot.

The prohibitions and restrictions of this bylaw applies to both recreational marijuana use and those owners, tenants, or occupants who have a valid authorization to possess / grow marijuana issued pursuant to the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act* or any similar or successor legislation.

- (22) Prohibition Against the Sale of Cannabis and Cannabis Derivatives
- (a) For the purposes of these bylaws, “cannabis” means the Cannabis sativa, Cannabis indica, and Cannabis ruderalis plants or any similar member of the Cannabaceae family, and any products derived therefrom.
 - (b) Owners, occupants, tenants, and visitors may not sell cannabis or any derivative thereof, in or from a strata lot, the limited common property, or the common property.
 - (c) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of bylaw 2.3(22), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot or the limited common property on 24 hour’s written notice to carry out an inspection of that strata lot or the limited common property to determine if a contravention of bylaw 2.3(22) has occurred.
 - (d) If, after having complied with the procedural requirements of section 135 of the *Strata Property Act*, the Strata Corporation determines that an owner, occupant, tenant or visitor has violated bylaw 2.3 (22), then it may:
 - (i) Fine the owner or tenant of the subject strata lot up to \$200 per contravention or such higher amount as then permitted under the *Strata Property Act* and *Strata Property Regulation*;
 - (ii) Remove and dispose of any cannabis or cannabis based derivatives discovered during the inspection; and
 - (iii) Charge back the cost of the inspection, removal, and disposal of the cannabis back to the offending owner or tenant of the subject strata lot.
 - (f) The prohibitions and restrictions of this bylaw applies to strata lot owners, occupants and tenants who have obtained a valid:
 - (i) non-medical cannabis retail licence from the Liquor and Cannabis Regulation Branch; or
 - (ii) license to dispense medicinal cannabis.

2.4 Pets and Animals:

An owner of a residential strata lot will not:

- (1) 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;
- (2) 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.
- (3) Pet owners are responsible for flea maintenance within their own unit.

- (4) 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 Victoria bylaw requirements.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (11) The number of pets kept on a strata lot by an owner, tenant or occupant is restricted as follows:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two small (under 25lbs) dogs or two cats, or one small (under 25lbs) dog and one cat.

2.5 Inform Strata Corporation:

- (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.

2.6 Obtain approval before altering a Strata Lot:

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building.
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (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.
- (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) This section does not apply to a Strata Lot in a bare land Strata Plan.

2.7 Obtain approval before altering common property:

- (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.

2.8 Permit entry to Strata Lot:

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

2.9 Use of limited common property:

- (1) 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.

2.10 Garbage disposal, recycling and materials other than ordinary household refuse:

- (1) An owner, tenant or occupant of a residential strata lot will remove ordinary household refuse and garbage as well as recycling items as outlined either on the collection bins or signage above designated bins 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.

2.11 Bicycles, storage and parking:

- (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; 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;
 - (b) 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;
 - (c) 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
 - (d) 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, occupant or their guests shall only park motor vehicles in areas designated or assigned to them for such purpose.

- (6) An owner, tenant or occupant shall only permit his or her visitor or visitors to park in designated visitors' parking areas and must ensure that a Falls Visitor Parking Pass has been completed in full and placed in clear view on the vehicle's dash board. Visitor parking stalls are not assigned and are available to visitors on a first come, first serve basis.
- (7) An owner, tenant, occupant may not use the visitor parking to park their motor vehicles.
- (8) An owner, tenant, occupant and their visitors shall not park any of the following on the common property or limited common property:
 - (a) an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Strata Council, which said approval may be granted subject to conditions including storage insurance and the provision of proof of storage insurance;
 - (b) a trailer, camper, boat or a similar type of vehicle without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions;
 - (c) a vehicle with a length that exceeds the length of the parking stall thereby interfering with safe movement of vehicles and people.
- (9) An owner, tenant, occupant and their visitors shall not:
 - (a) conduct significant repairs, modifications, maintenance or servicing to a motor vehicle on common or limited common property;
 - (b) park a vehicle or vehicles on the common property in a manner which:
 - (i) may compromise the safety or security of the residents of the Falls;
 - (ii) impedes, blocks or limits access to any ramps, driveways, roadways, entrances, or walkways on the premises;
 - (iii) significantly impedes other owners, occupants, tenants, or invitees from getting into or out of their vehicles or parking stalls;
 - (c) exceed the speed limit of five (5) kilometers per hour on the common property;
 - (d) shall not park a visitor's vehicle in the visitors' parking space for more than forty eight (48) consecutive hours and no more than fourteen (14) days in a calendar month without the express written consent of the strata council;
 - (e) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space; and
 - (f) store personal belongings in their assigned parking space.
- (10) The Strata Council shall provide written notice of any violation of this bylaw to the owner or tenant and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Strata Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (11) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (12) In addition to the rights conferred by subsections 10 and 11 the Strata Council has the right to immediately tow any vehicle which is parked in violation of 9(b) and (d).
- (13) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata

Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

2.12 Move in / out:

- (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 coordinated 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 \$200.00, 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 of a residential strata lot is responsible for the move fee for each change of occupancy. The move fee is \$200 and represents both the move in and move out collected once in advance or no later than the time of move in. A reduced move fee of \$50 will be assessed to the owner of a rental unit that is furnished and where the occupants will be staying (1) one month or less. If the fee is not collected before or no later than the time of the move in the discount will not be allowed and the \$200 move fee will apply.
- (4) Moves may not start before 0900 and must be concluded by 2000 on any day with the advance booking as per bylaw 2.3 (3)(4).

2.13 Rentals:

- (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(s) and the Owner or Owner's Agent.
- (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) seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 2.3 (34) and (36).

2.14 Selling of strata lots:

- (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 and only on the perimeter of the property on "sandwich" style board located adjacent to the entrance to the building for such purpose. No paper notices will be allowed on any glass or door surface or the entry system.
- (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. Maintaining the security of the property is the responsibility of the agent who must be represented in the lobby or have posted on their display board the entry code for access to the suite.

2.15 Claims on Insurance Policies:

- (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.

2.16 Damage to Property:

- (1) In the event of an emergency emanating from a strata lot whose occupant cannot 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, substituting, improvements or betterments to any unit that have been made or acquired by the owner from those originally installed by the developer, shall be the responsibility of the owner.

DIVISION 3 – Powers and Duties of Strata Corporation

3.1 Repair and maintenance of property by Strata Corporation:

The Strata Corporation must repair and maintain all of the following:

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

- (d) a Strata Lot in a Strata Plan that is not a bare land Strata Plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

3.2 Council size:

- (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) If the Strata Plan has fewer than 4 Strata Lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.

3.3 Council members' terms:

- (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.

3.4 Removing Council member:

- (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.

3.5 Replacing Council member:

- (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.

3.6 Officers:

- (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.

- (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.

3.7 Calling Council meetings:

- (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 feasible after the meeting has been called.

3.8 Requisition of Council hearing:

- (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.

3.9 Quorum of Council:

- (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.

3.10 Council meetings:

- (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 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.

3.11 Voting at Council meetings:

- (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.

3.12 Council to inform Owners of minutes:

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.

3.13 Delegation of Council's powers and duties:

- (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.

3.14 Spending restrictions:

- (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.
- (3) 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.

3.15 Limitation on liability of council member:

- (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.

DIVISION 4 – Enforcement of Bylaws and Rules

4.1 Maximum fine:

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.

4.2 Continuing contravention:

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.

4.3 Small Claims:

Pursuant to s.171 of the Strata Property Act, the Council may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The Council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an Owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim.

DIVISION 5 – Annual and Special General Meetings

5.1 Person to chair meeting:

- (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.

5.2 Participation by other than eligible voters:

- (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.

5.3 Voting:

- (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.

5.4 Order of business:

- (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. 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, then the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum. Special general meetings convened by written demand of 25% of the Owners must meet the quorum requirements as noted in the first paragraph of this bylaw amendment at the appointed hour or terminate.

DIVISION 6 – Voluntary Dispute Resolution

6.1 Voluntary dispute resolution:

- (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 rule.

- (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 – Marketing Activities by Owner Developer

7.1 Display lot:

- (1) An Owner developer who has an unsold Strata Lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An Owner developer may use a Strata Lot, that the Owner developer owns or rents, as a display lot for the sale of other Strata Lots in the Strata Plan.

DIVISION 8 – Insurance Bylaw

8.1 Insurance:

- (1) If the strata corporation is liable to pay the deductible on a claim made under insurance maintained by the strata corporation, and an Owner is responsible for the loss or damage giving rise to the claim, the Owner shall pay to the strata corporation the amount of the deductible paid by the strata corporation.
- (2) Without limiting the generality of (1), an owner is deemed responsible for loss or damage when it arises from any sort of breakdown or malfunction of something that is the responsibility of the owner to maintain and repair or is caused or contributed to by any person or animal resident at or visiting the Owner at the strata corporation.
- (3) An Owner is responsible for, and shall indemnify and save harmless the Strata Corporation from, any expense, including maintenance, repair or replacement, resulting from any illegal activity occurring in the Owner's strata unit or on limited common property of which the Owner has exclusive use.
- (4) Any insurance deductibles or other costs that are the responsibility of an Owner shall be added to and become part of the monthly assessment of that Owner for the month next following the date on which the expense was incurred by the strata corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (5) Nothing herein shall in any way limit the Strata Corporation's ability to sue and Owner in order to recover any of the amounts charged to the Owner, including the deductible portion of an insurance claim.

- (6) Each owner must maintain insurance:
 - (a) for loss or damage to the owner's strata lot and the fixtures in the owner's strata lot that are not covered by the insurance of the strata corporation, and
 - (b) for liability for property damage and bodily injury whether occurring on the owner's strata lot or on the common property.

DIVISION 9 - Security Cameras, Video Surveillance & Fob Access

9.1 Security Cameras, Video Surveillance & Fob Access:

- (1) The strata corporation shall install or maintain and operate a video surveillance system on the common property of the strata corporation, such system including but not limited to video cameras in common areas of the strata corporation which transmit and record images of activities on the common property.
- (2) The strata corporation shall collect information through the use of the strata corporation's video surveillance system, including but not limited to personal information of persons who pass over the common property of the strata corporation. Such personal information may include but is not limited to video and still photographic images.
- (3) The strata corporation shall collect information through the use of the strata corporation's computerized access fob system, including but not limited to personal information of owners and occupants. Such personal information included but is not limited to the name of the individual to whom the fob is issued and dates and times of access by the associated fob to those parts of the building accessed via fob.
- (4) The strata corporation shall use the personal information collected by the video surveillance system and access fob system for the purposes set out in the strata corporation's Privacy Policy, as may be amended or replaced, from time to time.

DIVISION 10 – Privacy Policy

10.1 Scope:

The Strata Corporation's policy applies to the Strata Corporation and its strata manager when acting on the Strata Corporation's behalf.

10.2 Purposes of Collection, Use and Disclosure of Personal Information:

The Strata Corporation collects uses or discloses personal information for the following purposes:

- (a) to ensure the orderly management of the Strata Corporation;
- (b) to identify and communicate with owners, tenants and occupants;
- (c) to process payments;
- (d) to respond to emergencies;
- (e) to comply with legal and regulatory requirements;
- (f) to prevent unauthorized access to the common property of Strata Corporation and strata lots;
- (g) to protect the personal safety of residents and the security of property ((f) and (g) collectively, the "Security Purposes"); and
- (h) the enforcement of Strata Corporation bylaws that are directly related to the Security Purposes.

10.3 Personal Information Collected:

Typical personal information that the Strata Corporation collects or may collect include:

- (a) Names, address, telephone numbers and e-mail addresses of owners, occupants and tenants of strata lots;
- (b) Banking/payment information;
- (c) Emergency contact names, addresses and telephone numbers;
- (d) Vehicle descriptions and license plate numbers;
- (e) Pet information;
- (f) Owner/tenant insurance particulars;
- (g) Debts owed to the Strata Corporation by an owner/tenant/occupant;
- (h) Information regarding mortgagees who have requested notifications;
- (i) Data collected from access fob usage; and
- (j) Information collected by 24 hour video surveillance at building entrances, in elevators, in the parkade, and in other common areas including amenity areas, garbage areas and loading docks.

Notices will be posted on the common property of the Strata Corporation advising occupants and visitors that the premises are monitored by video surveillance. This Privacy Policy, which is available to owners, occupants and tenants, provides notice that movements may be monitored by the key fob system.

10.4 Collection, Use and Disclosure of Personal Information:

The Strata Corporation will only collect and use personal information that is necessary to fulfill the purposes set out in this Policy, its obligations under the Strata Property Act, and in accordance with PIPA. The Strata Corporation will not collect, use or disclose personal information for other purposes other than those set out in this Policy except with the consent of the individual, or as required or allowed by law.

Without limiting the generality of the previous sentence, and in keeping with the Security Purposes, footage from the video surveillance cameras in areas prone to frequent problems related to the Security Purposes will be reviewed on a regular basis by concierge, the strata management company's staff and/or the strata council in respect of enforcement of bylaws as set out in section 3(h).

If the Strata Corporation retains another organization, such as a strata management company, to do work for it that involves personal information, the Strata Corporation will ensure that there is an agreement in place that commits the organization providing services to adhere to this Policy.

10.5 Consent:

The Strata Corporation will obtain individuals' consent to collect, use or disclose their personal information, except where the Strata Corporation is legally authorized or required by law to do so without consent. Most of the personal information that the Strata Corporation collects will be pursuant to exemptions in PIPA, and therefore without the express consent of owners, tenants and occupants.

As permitted under PIPA, the Strata Corporation will collect, use and disclose of personal information without consent where the collection, use or disclosure is required by law, including the bylaws of the Strata Corporation, and, without limitation, section 35 and 36 of the Strata Property Act. The Strata Corporation may also disclose information without consent where necessary to collect a debt or payment owed, or for an investigation or legal proceeding where obtaining consent might reasonably interfere with the investigation or proceeding.

In instances where express consent is required, individuals may withdraw that express consent to the collection, use or disclosure of their personal information by giving the Strata Corporation reasonable notice, but not where doing so would frustrate performance of a legal obligation of the Strata Corporation. I.E, consent cannot be withdrawn with respect to information which by law or contract the Strata Corporation is permitted or required to disclose. When individuals advise the Strata Corporation that they are withdrawing consent, PIPA required the Strata Corporation to tell them of the likely consequences of such withdrawal.

10.6 Security of Personal Information:

The Strata Corporation has implemented measures to protect against risks such as unauthorized access, collection, use, disclosure, copying, modification or disposal of the personal information of owners, tenants and occupants, including:

- (a) banking information is stored only by the Strata Corporation's management company and accessible only by authorized management company employees;
- (b) contact and emergency information regarding owners, tenants and occupants, video surveillance and fob data is stored in computer with password protected, in locked cabinet and accessible only by the strata council members and authorized management company employees. The information on the computer/office is locked and password protected.
- (c) except in the case of surveillance video recordings or access control records that relate to an incident, such recordings and records are retained for a period of six (6) weeks.
- (d) use of reasonably secure methods, such as shredding and deleting electronically stored information whenever documents or storage devices containing personal information are destroyed.

10.7 Accuracy of Personal Information:

The Strata Corporation endeavors to keep personal information as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

Individuals may request correction to their personal information that is under the control of the Strata Corporation in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing. If the Strata Corporation is satisfied that the individual's request for correction is reasonable, the personal information will be corrected as soon as possible. If personal information is corrected following a request under this section, the Strata Corporation will send the corrected information to any organization to which the personal information was disclosed in the previous year. If the correction is not made, the Strata Corporation will note the individual's correction request on copies of the personal information in its possession.

10.8 Access to Personal Information:

Subject to limited exceptions, individuals have the right to access their personal information that is under the Strata Corporation's custody or control and are also entitled to know the ways in which, and to whom, that information is or has been used or disclosed.

Requests for access must be in writing to the Strata Corporation's strata property manager, and provide sufficient detail to identify the personal information being sought. Individuals may be required to prove their identity to the satisfaction of the strata property manager before they are able to access their personal information.

Where permitted by PIPA, and not prevented by the Strata Property Act, the Strata Corporation and/or the strata property manager is entitled to charge a minimal fee for the provision of access to the

personal information. Where a fee will apply, the individual will be provided with a written quote of the applicable fee, and the Strata Corporation or the manager, as the case may be, will confirm that the individual wished to proceed. The fee may be required in full, before the personal information is released.

10.9 Questions or Complaints:

Individuals may direct any questions or concerns regarding the Strata Corporation's compliance, in writing to the strata property manager. If the strata council is unable to resolve the concern, the individual may also write to the Information and Privacy Commissioner of British Columbia.

DIVISION 11 – Inspection Services

11.1 Inspection Services:

Any person requiring the services of the Site Manager, or such other person as may be designated by the Strata Council from time to time, to provide access to common areas of the Strata Corporation for the purposes of an inspection related to the sale of a strata unit in the Strata Corporation, must pay to the Strata Corporation a fee of \$50. The fee shall be payable in advance of the services being provided. A request must be made at least 72 hours in advance of the scheduled inspection time, although a shorter notice period may be accepted at the discretion of the Site Manager. The fee of \$50 entitles a person to up to 2 hours of the Site Manager's time. An additional fee at the rate of \$100 per hour may apply for additional time required.