



**EPS 2358  
MACKIN PARK**

**BYLAWS**

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**STRATA PLAN EPS 2358  
MACKIN PARK BYLAWS**

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**Amendments:**

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**MACKIN PARK  
Strata Plan EPS 2358**

**SCHEDULE OF STANDARD BYLAWS**

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

**1. Payment of Strata Fees**

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

**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.
- (3) An owner must keep clear from snow, ice or slush any walkway areas adjacent to the owner's strata lot servicing his or her individual strata lot and any common property designated as limited common property at street level for the exclusive use of his or her strata lot.
- (4) An owner must provide access to contractors retained by the strata corporation to maintain all landscaping installed on any common property designated as limited common property for the exclusive use of his or her strata lot
- (5) An owner must keep clear from dirt, snow, ice or other debris all drains on any common property designated as limited common property for the exclusive use of his or her strata lot

**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.

(f) Causes the emanation of unusual or objectionable odors from the strata lot;

(g) May be injurious to the reputation of the building in which the strata lot is located, or the development; or

(h) Causes any damage to the common property landscaping.

(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.

(3) 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.

(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

(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 dogs OR two cats OR one dog and one cat, for a maximum of two such pets.

(5) No vicious dogs are permitted in any strata lot or on any portion of the limited common property or common property. For purposes of this bylaw, a vicious dog means the following

(a) Any dog that has killed or injured:

(i) Any person;

(ii) Another animal while running at large; or

(b) Any dog that aggressively harasses or pursues another person or animal while running at large; or

(c) Any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting.

(6) (a) An owner, tenant, occupant or visitor is responsible for the control of their own pet(s), including the behavior of their pet(s) and the responsibility for cleanup or repair required as a result of the activities of their pet(s);

(b) The strata council may compel an owner, tenant or occupant of a strata lot to remove the pet from their strata lot or any other strata lot in the development due to unreasonable noise or disturbance, on 30 days written notice;

(c) The strata council may designate on-leash and off-leash areas of the common property for pets.

(7)

(a) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or any strata lot, except in an area designated by the strata council for such signs, without prior written approval of the strata council, and except any signs permitted pursuant to bylaw 30. (3).

(b) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of any strata lot, without prior written consent of the strata council, except any awnings permitted pursuant to Bylaw 30. (3), as such attachment may void the building envelope warranty.

(c) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, decks, patios or other parts of any strata lot so that they are visible from the outside of the building. Deck or patio storage shall not be permitted, except for outdoor furnishings and plants.

(d) Drapes or blinds visible from the outside of the building shall be cream, beige, grey or white only in colour.

(e) No enclosures of limited common property including, without limitation, any balcony or patio, or other structural alterations either to the interior or the exterior of the building or any strata lot shall be made, nor the wiring, plumbing, piping or other service altered or supplemented on any strata lot or within any walls or on the common property, without prior written approval of the strata council.

(f) Cycling is prohibited on the common property except in those areas which are roadways or driveways.

(g) No loudspeakers may be installed on walls which are adjacent to another strata lot

(h) Owners must minimize hazards within their strata lot.

(i) No owner may change the civic address and/or unit number of a strata lot

(j) No object, including water, snow, ice, cigarettes/cigarette butts, gum, household litter and the like, may be thrown from any part of a strata lot or limited common property for that strata lot onto or into the common property and/or another stratalot or its limited common property

- (8)
- (a) No recreational vehicle (including, without limitation, any motorhome, house trailer, camper, tent trailer or fifth wheel), boat, trailer, all terrain vehicle, truck (with a designated capacity of greater than  $\frac{3}{4}$  tons), community licensed vehicle, tractor, or agricultural implement shall be parked on any portion of the common property, except within the confines of the owner's designated parking stall or in a limited common property parking stall.
  - (b) No repairs or maintenance of a motorized vehicle may be carried out on the common property.
  - (c) No owner, tenant, or occupant of a strata lot may park his/her own vehicle in the visitor parking stalls, without the permission of strata council.
  - (d) An owner, tenant, or occupant of a strata lot who causes any oil spills on the common property shall promptly clean up any such spills.
  - (e) Parking on the common property is limited to parking spaces designated for that purpose.
  - (f) No vehicles larger than 4,000 kg. GVW may enter the common property or park in the common property, except as required for delivery and/or pickup.
  - (g) The strata council may remove any vehicle on the common property in violation of any bylaws, without notice, at the expense of the owner of the vehicle.
  - (h) Owners, tenants and occupants may only park their vehicles in their own designated parking stall
  - (i) All vehicles parked on common property including parking stalls designated as limited common property, must be insured

- (9) An owner, tenant, occupant or visitor shall not:

(a) allow a strata lot to be used for short-term accommodation purposes for less than one calendar month, including, but not limited to, a bed and breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, vacation rental or extended vacation rental whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes. Effective November 30, 2018, any breach of this bylaw 3 (9) (a) is subject to a fine of up to \$1,000 per day.



(b) use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of marijuana.

#### **4. 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.

#### **5. 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.
  - (h) The interior of exterior of a strata lot
  - (i) Exterior door locks, except that an owner may replace the lock cylinder itself, for security reasons.
- (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.
- (4) An owner must obtain all necessary permits required by the City of Coquitlam prior to undertaking any alterations to a strata lot to ensure the work is performed in accordance with municipal standards

- (5) Any permitted alterations to a strata lot may only be undertaken during hours prescribed by the City of Coquitlam
- (6) An owner may not install hardwood, laminate, tile, cork, vinyl or other hard surface flooring over bedroom areas of residential strata lots below.

## **6. 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.

## **7. 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.
  - (c) At a reasonable time, on 48 hours written notice, to enable the strata corporation's consultants to conduct their work
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the strata corporation is required to enter a strata lot pursuant to bylaw 7.(1) (b), the strata corporation must conduct any such inspection, repair or maintenance in a timely and workmanlike manner, and make good any damage to the strata lot caused in connection with any such inspection, repair or maintenance.

## **Division 2 — Powers and Duties of Strata Corporation**

### **8. 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.

### **Division 3 — Council**

#### **9. 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 the strata council.

#### **10. 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 reelection.

- (3) to (5) [Repealed 1999-21-51.]

### **11. 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.

### **12. 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 quorum.
- (4) If all the members of 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.

### **13. 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.

### **14. 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 situations, 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.

**15. Repealed** [Repealed 2009-17-35.]

**16. 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.

**17. 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.

## **18. 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.

## **19. 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.

## **20. Delegation of Council's Powers and Duties**

- (1) Subject to subsection (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.
- (5) The strata council shall appoint a maintenance committee composed of owners, whose duty it shall be to manage and report to the strata council on maintenance issues
- (6) The strata council shall appoint a landscaping committee composed of owners, whose duty it shall be to manage and report to the strata council on landscape maintenance issues

## **21. 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.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

## **22. 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 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**

## **23. Maximum Fine**

- (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
  - (b) \$50 for each contravention of a rule.

*(Passed at the AGM conducted on March 16, 2016)*

## **24. 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.

### **Division 5 — Annual and Special General Meetings**

## **25. 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.

## **26. 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.

## **27. Voting**

- (1) At an annual general 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.

(a) \$200 for each contravention of a bylaw, and

(b) \$50 for each contravention of a rule.

*(Passed at the AGM conducted on March 16, 2016)*

- (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.

## **28. Order of Business**



The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum; provided that, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum
- (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.

### **Division 6 — Voluntary Dispute Resolution**

#### **29. 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 rules.

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

### **Division 7 — Marketing Activities by Owner Developer**

#### **30. Display lot**

- (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including posting 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.
- (3) During the time the owner developer of the strata lots and strata corporation remains the registered owner of any strata lot, the owner developer, or an affiliated company shall have the right to maintain and use such strata lots as display units and sales offices and carry out such sales functions as the owner developer deems necessary to enable the sale and marketing of all strata lots in the development including, without limitation, the following:
  - (a) Erecting and placing directional, locational and advertising signage on the individual strata lots owned by the owner developer and the common property;
  - (b) Encouraging and allowing prospective purchasers to view the strata lots owned by the owner developer, the common property and all common facilities; and
  - (c) Erecting signage in the lobby, on the front of the display units and sales office, which signage will be removed by the owner developer at the conclusion of all sales and marketing activities for the development.
- (4) In order to allow the owner developer of the strata lots, or a company affiliated with the owner developer, to market and sell the strata lots, the owner developer may, until the sale by the owner developer of the last strata lot in the development has completed:
  - (a) Designate, for the owner developer's exclusive use, 6 visitor parking stalls, being a portion of the common property, for the owner developer's sales staff, agents and prospective purchasers; and
  - (b) Maintain a presentation centre on the common property or relocate the presentation centre to another area of the common property.

## **Division 8 — Miscellaneous Bylaws**

### **31. Delinquent Payments**

- (1) Strata fees not received by the strata corporation prior to the 10<sup>th</sup> day of any month will be subject to interest at the rate of 10% per annum until paid
- (2) The strata corporation may include all legal and other expenses incurred in connection with a certificate of lien registered under S. 116 of the *Strata Property Act*
- (3) The strata corporation may also, at its option, pursue a delinquent strata lot owner for any amounts owing to the strata corporation which remain unpaid for more than 30 days from the date payment is due, by commencing an action against any such owner in Small Claims Court, without further authorization.

### **32. Additional Powers of Strata Corporation**

- (1) The strata corporation may establish rules regarding move-ins and move-outs and may prescribe a maximum speed limit within the common property

### **33. Barbecues**

- (a) Propane, natural gas and electric barbecues are permitted, but no others;
- (b) No barbecue may be operated in a manner which disturbs neighbors;
- (c) All barbecues must be placed a minimum of 24 inches from exterior walls while they are being operated; and
- (d) Any strata lot owner who causes or whose tenant or invitee causes damage to the exterior of a strata lot or the building envelope by the operation of a barbecue will be responsible for the cost of repairs of any such damage.

*(Passed at the AGM conducted on March 16, 2016)*

### **34. Privacy of Owner Information**

- (1) An Owner, tenant or occupant must not give entrance codes or other means of access to common areas to any person other than an employee, or contractor of the Strata Corporation
- (2) Video surveillance cameras are installed on the interior of the building. The system operates 24 hours a day and the Strata Corporation collects data from the video surveillance system.
- (3) The Strata Corporation collects data with respect to the usage of video camera surveillance programmed for use at Strata Plan EPS 2358

- (4) The video files will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
- (5) The video files are stored for a period of up to 1 month from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- (6) The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
  - a) Law enforcement in accordance with subsection 4 herein;
  - b) The caretaker of the Strata Corporation and Council members in accordance with subsection 4 herein; or
  - c) In the event of an incident in which they are involved or affected, an Owner tenant or occupant may request a copy of the applicable video file.
- (7) In installing and/or maintain the system described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any Owner, tenant, occupant or visitor in any capacity (including failure to maintain, repair, replace, locate or monitor and of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.