



STRATA PLAN EPS 4111 BEVERLEY

BYLAWS

**STRATA PLAN EPS 4111
BEVERLEY BYLAWS**

Amendments:

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**BEVERLEY
Strata Plan EPS 4111**

SCHEDULE OF BYLAWS

Definitions

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**Act**”). For the purposes of these bylaws:

- (a) “**alteration**” includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
- (b) “**common property**” includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- (c) “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- (d) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Division 1 – Duties of Residents and Visitors

Compliance with bylaws and rules

- 1** (1) All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.
- (2) Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant’s Responsibilities in Form K.

Payment of strata fees

- 2** An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

- 3** (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

- (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) Despite bylaw 10(1)(c) and without limiting bylaw 3(2), an owner who has the use of a balcony, patio, terrace or roof deck that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, patio, terrace or roof deck (including the cleaning of the surface of the balcony, patio, terrace or roof deck and associated railings, as well as the removal of debris from any associated drains).

Use of property

- 4**
- (1) A resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal or otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial or municipal, 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) A strata lot must not be used for commercial or professional purposes involving the admittance of clients to the building, or for any purpose which may be injurious to the reputation of the Beverly complex.
 - (3) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot, which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
 - (4) A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate 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 the purposes of this bylaw, “**short term**” means periods of 60 days or less. Effective November 30, 2018, a breach of this bylaw 4(3) is subject to a fine of up to \$1,000 per day.

- (5) A resident must not change the window treatments that are visible from the exterior of the building without the prior approval from the council. For clarity, any alterations, changes or additions to the windows or window treatments that are visible from outside building (e.g. differing materials and colours from the original construction of the building) require prior written approval of the council. Without limiting the generality of the foregoing, external and internal window blinds and/or screens must be in a colour consistent with the current (as of the date of passage of this bylaw) overall building (e.g. grey is preferred) utilizing a design and materials as first approved in writing by the council.
- (6) A resident must not permit a condition to exist within his or her strata lot which will result in wasting, or excessive consumption of, the cold or hot water supply.
- (7) A resident must not do anything, or permit anything to be done, that will unreasonably increase the risk of fire or the rate of fire insurance on the building or any part thereof, or result in the cancellation or voiding of any insurance policy.

Pets and animals

[NOTE TO READER: The pet restrictions set out in bylaw 5(2) amend the pet restrictions set out in Standard Bylaw 3(4), as amended by the Form Y bylaws filed in the Land Title Office by the owner developer on July 24, 2017 under registration no. CA6166616. These pet restrictions have not been repealed or replaced since then and are amended only for the purposes of these bylaws.]

- 5**
 - (1) A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
 - (2) The keeping of pets in a strata lot is limited to 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) one dog or one cat, or one cat and one dog; or two cats; or two dogs.
 - (3) Despite bylaw 5(2)(d), the pit bulls are not permitted anywhere within the boundaries of Strata Plan EPS4111, including a strata lot.
 - (4) All pets (dogs, cats) permitted under this bylaw 5 must be registered by the pet owner with the concierge, including the name(s) and age(s) of such pet, as an assist to rescue teams in case of an emergency.
 - (5) A dog that is permitted under this bylaw 5 must have a valid municipal dog license.
 - (6) A resident must not feed nuisance birds (such as pigeons, seagulls, crows, starlings and other birds) from any strata lot or the common property.

- (7) A resident 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.
- (8) An owner must assume all liability for all actions by a pet that is kept in or visiting the owner's strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

Inform strata corporation

- 6**
- (1) An owner must notify the strata corporation of:
 - (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
 - (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
 - (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.
 - (2) On request by the strata corporation, a resident or visitor must inform the strata corporation of his or her name.
 - (3) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

Obtain approval before altering a strata lot

- 7**
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) a balcony, patio, terrace or roof deck,
 - (d) chimneys, stairs or other things attached to the exterior of a building;
 - (e) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (f) fences, railings or similar structures that enclose a balcony, patio, terrace or roof deck;
 - (g) common property located within the boundaries of a strata lot; and
 - (h) 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 bylaw 7(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.

Obtain approval before altering common property

- 8 (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.

Permit entry to strata lot

- 9 (1) A resident 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 bylaw 9 (1)(b)) must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 10 (1) The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;

- (C) balconies, patios, terraces and roof decks,
 - (D) chimneys, stairs and other things attached to the exterior of a building;
 - (E) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (F) fences, railings and similar structures that enclose a balcony, patio, terrace or roof deck;
- (d) a strata lot but the duty to repair and maintain it is restricted to the structure of a building.

Division 3 — Council

Council size

- 11** (1) The council must have at least 3 and not more than 7 members.

Council members' terms

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

Removing council member

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

Replacing council member

- 14** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) 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.
- (3) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 15** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a treasurer, a secretary and a privacy officer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 16** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in bylaw 16(1) 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.

Quorum of council

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

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 18** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers, subject to a maximum of three (3) owners as observers per meeting. Owners who wish to attend a council meeting as an observer must inform the strata manager in writing two (2) weeks prior to the meeting date as there is limited seating capacity in the Amenity Room, and permission to attend the council meeting will be granted based on the order in which requests to attend are received.
- (4) Despite bylaw 18(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) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 19** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 20** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 21** (1) Subject to bylaws 21(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 bylaw 21(3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 22** (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 bylaw 22(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 23** (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) Bylaw 23(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

Maximum fines and continuing contraventions

- 24** (1) Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of:
- (a) \$200.00 for each contravention of a bylaw; and
 - (b) \$50.00 for each contravention of a rule.

- (2) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Exemptions from bylaw or rule

- 25** The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC ***Human Rights Code***.

Division 5 — Annual and Special General Meetings

Person to chair meeting

- 26** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

Voting

- 28** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this bylaw 28, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

29 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;
- (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

Voluntary dispute resolution

- 30** (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 — Resale of Strata Lot and Associated Marketing Activities

- 31**
- (1) No real estate signs or notices are permitted to be placed in a strata lot, on common area windows or on the common property.
 - (2) A resident or agent of an owner may hold an "open house". At no time shall such persons leave open any entrance door to the Strata building for the purpose of "open house" selling. Potential buyers must be escorted to and from the strata lot by the resident or the selling agent.
 - (3) Certain of the parking stalls and lockers are subject to a lease in favour of Cressey Development and accordingly assignments of the parking stalls and lockers are outside of the control of the strata corporation. It is incumbent on the selling owner and the purchasing owner to complete the locker/parking stall assignment form (a copy of which is included in the lease, which lease is available in the Land Title Office), with a copy of the executed document to be provided to the strata corporation for record keeping purposes only.
 - (4) Upon conveyance of a strata lot, the purchasing owner must provide the strata corporation with a copy of the completed assignment form(s) for parking stall(s) and locker(s) for the conveyed strata lot.
 - (5) An owner who assigns the parking stall(s) or storage(s) assigned to a strata lot pursuant to the arrangements described in bylaw 31(3) other than at time of purchase must provide a copy of the assignment form(s) to the strata corporation with 2 weeks of any such assignment.
 - (6) All information detailing the exclusive use of specific parking stalls or lockers located at EPS 4111 is the sole responsibility of the selling owner to provide to prospective purchasers.

Division 8 — Smoking and Marijuana

No Smoking

- 32** (1) For the purposes of this bylaw 32, the following definitions apply:
- (a) “**smoke**” or “**smoking**” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including for clarity marijuana);
 - (b) “**vape**” or “**vaping**” includes inhaling, exhaling, vaporizing or carrying or using an activated e cigarette.
- (2) A resident or visitor must not smoke in or on any of the following areas:
- (a) a strata lot;
 - (b) the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
 - (c) patios, terraces, roof decks and balconies; and
 - (d) within 8 metres (26 feet) of a door, window or air intake.
- (3) A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

Division 9 – Insurance and Responsibility

Responsibility of Owners

- 33** (1) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word “**responsible**”, an owner is responsible for the owner’s own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors, employees or pets of the strata lot or the owner.
- (2) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata

insurance proceeds received by the strata corporation and will be charged to the owner

Division 10 – Electric Vehicles (EV)

Electric Vehicles

- 34** (1) The strata corporation will provide a suitable electrical distribution, plus conduit etc., at a designated point on Level P2. Such installation will support the use of two (2) specific EV charging stations with a total capacity for up to thirty (30) such stations. Such an installation shall be the starting point for connectivity for any EV Owner installations in their existing and designated parking stall(s).
- (2) The installation of a charging station by an owner (the “**EV Owner**”) has the exclusive use of an existing or designated parking stall(s) (the “**EV Parking Stall**”) is subject to the following:
- (a) The owner must request written consent from the council to install electrical supply, distribution and an associated electrical outlet accessible to the EV Parking Stall for the purpose of charging an electric vehicle in the EV Parking Stall.
 - (b) In making such a request, the EV Owner will provide to the council a written description of the proposed charging equipment (the “**Charging Equipment**”), the proposed design and installation prepared by a licensed electrician, and any other documents or plans requested by the council;
 - (c) the council will grant consent pursuant to the EV Owner signing an alteration and indemnity agreement (on terms to be determined by the council), including the following:
 - (i) The EV Owner must pay for all costs related to the installation of the Charging Equipment as interfaced to the Strata-provided EV distribution point above and will pay for the costs of all future repairs, maintenance, and upgrades to the Charging Equipment and any electrical lines from the strata corporation junction box;
 - (ii) the EV Owner must obtain all necessary permits for the installation and use of the Charging Equipment;
 - (iii) The EV Owner will comply with all applicable laws;
 - (iv) The EV Owner will retain qualified contractors for the purpose of installing the Charging Equipment;
 - (v) The EV Owner will indemnify and save harmless the Strata Corporation for any costs, loss or expense of whatever kind which the strata corporation may sustain in connection with the installation and use of the Charging Equipment;

- (vi) The EV Owner will arrange as part of the Charging System installation to have an electric meter installed and will arrange with BC Hydro to monitor such costs of EV usage. The EV Owner must reimburse the strata corporation for all costs associated with the installation of the meter for the cost of electricity and any related service charges.

Division 11 – Privacy and Surveillance

Privacy Policy

- 35** (1) The strata corporation will inform residents and visitors of why and how we collect, use and disclose their personal information, obtain their consent where required, and only handle their personal information in a manner that a reasonable person would consider appropriate in the circumstances.
- (2) This bylaw 35, the Privacy Policy, in compliance with PIPA, outlines the principles and practices that the strata corporation will follow in protecting personal information. The strata corporation's privacy commitment includes ensuring the confidentiality, and security of personal information and allowing individuals to request access to, and correction of, their personal information.
- (3) *Scope of this Policy*
This Personal Information Protection Policy applies to Strata Plan EPS4111. This policy also applies to any service providers collecting, using or disclosing personal information on behalf of the strata corporation.
- (4) Definitions
- (a) **Personal Information** – means information about an identifiable individual.
- The strata corporation collects the following personal information - name, home address, e-mail address and phone number.
- Personal information does not include contact information (described below) or information that is otherwise publicly available.
- (b) **Contact information** – means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number. Contact information is not covered by this policy or PIPA. Please Note: the Strata Corporation Beverley does NOT collect contact information.
- (c) **Privacy Officer** – means the individual designated responsibility for ensuring that the Strata Corporation complies with this policy and PIPA.
- (5) **Collecting Personal Information**

- (a) Unless the purposes for collecting personal information are obvious and the resident or visitor voluntarily provides his or her personal information for those purposes, the strata corporation will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.
- (b) The strata corporation will only collect personal information of a resident or visitor that is necessary to fulfill the following purposes:
 - (i) To verify identity;
 - (ii) To enable the council and/or emergency services to contact on emergency situations (such as fire, flood, etc.)
 - (iii) To send out strata council information;
 - (iv) To provide service to residents and visitors;
 - (v) To meet regulatory requirements.
- (6) **Consent**
 - (a) The strata corporation will obtain an individual's consent to collect, use or disclose personal information (except where, as noted below, we are authorized to do so without consent).
 - (b) Consent can be provided by various means [*e.g., orally, in writing, electronically*] or it can be implied where the purpose for collecting using or disclosing the personal information would be considered obvious and the individual voluntarily provides personal information for that purpose.
 - (c) Consent may also be implied where an individual is given notice and a reasonable opportunity to opt-out of his/her personal information being used for mail-outs, the marketing of new services or products, fundraising and the individual does not opt-out.
 - (d) Subject to certain exceptions (e.g., the personal information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), an individual can withhold or withdraw their consent for the strata corporation to use their personal information in certain ways. An individual decision to withhold or withdraw their consent to certain uses of personal information may restrict our ability to provide a particular service or product. If so, the strata corporation will explain the situation to assist the individual in making the decision.
 - (e) The strata corporation may collect, use or disclose personal information without an individual's knowledge or consent in the following limited circumstances:
 - (i) When the collection, use or disclosure of personal information is permitted or required by law;

- (ii) In an emergency that threatens an individual's life, health, or personal security;
- (iii) When the personal information is available from a public source (e.g., a telephone directory);
- (iv) When we require legal advice from a lawyer;
- (v) For the purposes of collecting a debt;
- (vi) To protect the strata corporation from fraud;
- (vii) To investigate an anticipated breach of an agreement or a contravention of law.

(7) *Using and Disclosing Personal Information*

- (a) The strata corporation will only use or disclose an individual's personal information where necessary to fulfill the purposes identified at the time of collection *or for a purpose reasonably related to those purposes such as the council conducting surveys in order to enhance the provision of services or the strata corporation contacting residents or visitors, as applicable directly about strata corporation related matters.*
- (b) The strata corporation will not use or disclose an individual's personal information for any additional purpose unless we obtain consent to do so.
- (c) The strata corporation will not sell resident lists or personal information to other parties.

(8) *Retaining Personal Information*

- (a) If the strata corporation uses an individual's personal information to make a decision that directly affects the individual, the strata corporation will retain that personal information for at least one year so that the individual has a reasonable opportunity to request access to it.
- (b) Subject to bylaw 35(8)(a), the strata corporation will retain an individual's personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.

(9) *Ensuring Accuracy of Personal Information*

- (a) The strata corporation will make reasonable efforts to ensure that an individual's personal information is accurate and complete where it may be used to make a decision about the individual or disclosed to another organization.
- (b) An individual may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify

the personal information and the correction being sought. *A request to correct personal information should be forwarded to the strata corporation's Privacy Officer.*

- (c) If the personal information is demonstrated to be inaccurate or incomplete, the strata corporation will correct the information as required and send the corrected information to any organization to which we disclosed the personal information in the previous year. If the correction is not made, the strata corporation will note the individual's correction request in the file.

(10) *Securing Personal Information*

- (a) The strata corporation is committed to ensuring the security of an individual's personal information in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
- (b) The following security measure will be followed to ensure that an individual's personal information is appropriately protected:
 - (i) The Privacy Officer to have access to a strata council-dedicated Gmail account where personal information is stored.
 - (ii) The strata corporation will use appropriate security measures when destroying an individual's personal information – more specifically, deleting electronically stored information.
- (c) The strata corporation will continually review and update our security policies and controls as technology changes to ensure ongoing personal information security.

(11) *Providing Access to Personal Information*

- (a) An individual has a right to access their personal information.
- (b) A request to access personal information must be made in writing and provide sufficient detail to identify the personal information being sought. A request to access personal information should be forwarded to the the strata corporation's Privacy Officer.
- (c) Upon request, the strata corporation will also tell an individual how we use their personal information and to whom it has been disclosed if applicable.
- (d) The strata corporation will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request.
- (e) A fee may be charged for providing access to personal information in accordance with PIPA. Where a fee may apply, the strata corporation will inform the individual of the cost and request further direction from the individual on whether or not we should proceed with the request.

- (f) If a request is refused in full or in part, the strata corporation will notify the individual in writing, providing the reasons for refusal and the recourse available to the individual.

(12) **Questions and Complaints:**

The Role of the strata corporation's Privacy Officer or designated individual:

- (a) The Privacy Officer is responsible for ensuring the strata corporation's compliance with this Privacy Policy and PIPA.
- (b) A resident or visitor should direct any complaints, concerns or questions regarding the strata corporation's compliance in writing to the Privacy Officer, addressed as follows:

Privacy Officer of Strata Plan EPS4111

- (c) If the Privacy Officer is unable to resolve the concern, the resident may also write to the Information and Privacy Commissioner of British Columbia.

Surveillance Measures

- 36**
- (1) Closed circuit television and video surveillance are installed in the common areas of the building as set out in the rules of the strata corporation adopted from time to time. The system operates 24 hours a day and the strata corporation collects data from the closed circuit television and video surveillance.
 - (2) The strata corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan EPS4111.
 - (3) The video files and/or security fob usage records 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 residents.
 - (4) The video files are stored for a period of up to three (3) month(s) from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
 - (5) The security fob usage records are stored for a period of up to three (3) month(s) 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 residents and visitors will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with bylaw 36(3);
 - (b) the caretakers of the strata corporation and strata council members in accordance with bylaw 36(3); or
 - (c) in the event of an incident in which they are involved or affected, a resident or visitor may request a copy of the applicable video file or security fob

usage records and the personal information of the requesting individual may be reviewed by or disclosed to such requesting individual.

- (7) In installing and/or maintaining the systems described in this bylaw 36, 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 resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- (8) A resident or visitor must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common property where such measures will or may capture any personal information about another resident or a visitor.

END OF BYLAWS