

Strata Corporation BCS 3191

**GRAND LANE
13393 Barker Street
Surrey, BC
V3R 5Y4**

APPROVED BYLAWS

October 24, 2018

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These Bylaws are for the protection of your investment and your living comfort at Grand Lane and can be reviewed at a properly convened General Meeting of the Owners of Strata Corporation BCS 3191

*Bylaws to remain
with suite when sold*

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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. 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.
 - (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.
- (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 provided the aquarium tank is less than 25 gallons.
 - (b) A reasonable number of small caged mammals.
 - (c) Up to 2 caged birds.
 - (d) Any combination of two cats or dogs to a maximum size of 21" to the shoulder or other small leashed mammals in keeping with the Bylaws of the city.
- (5) **An Owner, tenant or occupant must:**
 - (a) Use parking stalls only for the parking of licensed and insured motor vehicles or motorcycles, 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 Council.
 - (b) Promptly and at his own expense clean up any oil or other substance, which spills or leaks onto common property.

- (c) Not carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common or on any limited common property, except in an emergency or when fully enclosed within a building.
 - (d) Not use any parking space on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the Owner or, when specifically agreed with another Owner, the parking space assigned to the strata lot or that other Owner.
 - (e) Rent or lease the parking space assigned by the Strata Corporation to his strata lot to, or otherwise permit, that parking space to be regularly used by anyone who is not a resident of Grand Lane. Extra parking spaces may not be subleased to another Owner.
 - (f) Not use any motorized vehicle within the complex at a speed of more than 15 km/hr.
- (6) Parking within the interior streets of the development shall not be permitted under any circumstances, as these are fire lanes in accordance with the fire department. Vehicles shall be allowed to temporarily park in front of their units for loading, unloading, and washing of vehicles. Vehicles for any other reason are not to be left unattended.
 - (7) No resident/occupant vehicle may park in a visitor parking spot.
 - (8) Failure to adhere to this Bylaw is subject to fines and or towing in accordance with these Bylaws.
 - (9) There shall be no smoking of any substance on common or limited common property.
 - (10) An owner must not use a Strata Lot, the Common Property, Limited Common Property or Common Assets for the purpose of using, growing, producing, harvesting, storing, marketing, selling or distribution of marijuana or any other "controlled substance" as that term is defined in the Controlled Drugs and Substances Act, S.C. 1996, c. 19, as amended.

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 or windows on the exterior of a building, or that front on the common property.
 - (e) Fences, railings or similar structures that enclose a patio, balcony or yard.
 - (f) Common property located within the boundaries of a strata lot.

- (g) Those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (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.

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.
 - (b) At a reasonable time, on 48 hours' written notice:
 - (i) 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.
 - (ii) To ensure compliance with the Act and the Bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation:

- (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) Chimneys, stairs, balconies and other things attached to the exterior of a building.
 - (D) Doors and windows 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 and windows on the exterior of a building or that front on the common property.
 - (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 on the 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 a replacement is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.
- (3) In the election of Council members, all Council members must be elected for a term or one year.

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 remove or 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 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.

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.
 - (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.
 - (b) The meeting is required to deal with an emergency situation and all Council members either:
 - (i) Consent in advance of the meeting, or
 - (ii) Are unavailable to provide consent after reasonable attempts to contact them.
- (4) The Council must inform Owners about a Council Meeting as soon as possible after the meeting has been called.

15. 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 2 weeks 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.

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.
 - (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, along with the names of the Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Council members.

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 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.
 - (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.
 - (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.

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 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

23. Maximum Fine:

The Strata Corporation may fine an Owner or tenant a maximum of:

- (a) \$50.00 for each contravention of a Bylaw, and
- (b) \$10.00 for each contravention of a rule.

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 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.
- (8) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

28. Order of Business:

- (1) 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

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 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.

31. Insurance Claims:

- (1) The Strata Corporation must obtain and maintain property insurance as required by Section 14 of the Strata Property Act.
- (2) The Strata Corporation must obtain and maintain liability insurance and errors and omissions insurance as set out in section 150 and 151 of the Strata Property Act.
- (3) On the written request of an Owner, the Corporation shall produce to the Owner a copy of the insurance policy or policies and verification of the premium.
- (4) An Owner of a strata lot shall be deemed to be responsible for any loss or damage, however caused, to a strata lot, or to common property or asserts, or to limited common property, which arises totally from within his/her strata lot, up to the amount of the insurance deductible on the insurance policy maintained by the Strata Corporation, and shall reimburse the Strata Corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible.
- (5) For the purpose of this Bylaw, any costs for which a strata lot Owner is responsible, shall be considered as an expense chargeable to the Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (6) An Owner who fails to pay the cost of repair or remedying the loss or damage when due, shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including council member or Management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

32. Quorum:

Notwithstanding section 48 (3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, pursuant to section 43 of the Strata Property Act; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, eligible voters present in person or by proxy shall constitute a quorum.

33. Home Based Businesses:

- (1) All home based businesses that have people coming and going to and from their unit must have a minimum of \$5 million dollars personal liability insurance, and a minimum \$2 million home business liability, with the exception of a daycare/childcare which must have a \$5 million dollar business liability and must have the Strata "NW 3111" as a named insured on their policy. The policy must be presented to council within 30 days of request. Please see Bylaws regarding the process for approval of businesses.
- (2) There shall be a limit of one (1) licensed daycare/childcare facility within the complex and up to a maximum total of three (3) licensed businesses within the complex. All businesses must give the Strata a copy of their business license.
- (3) Any licensed or unlicensed businesses in operation as of October 1, 2011, must register with the Strata and may continue to operate until such time as they move from their unit or stop doing the business within their unit. All home bases businesses must register with the Strata within 30 days of this Bylaw passing.
- (4) Any additional costs borne by the Strata due to the operation of the home based business, shall be considered as an expense chargeable to the Owner of the unit and shall be added to and become a part of the assessment of the Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

34. Short Term Rentals

A strata lot must not be used for short-term, less than 30 days, accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental. 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

35. Owner Installed Video Surveillance on Common Property:

- (1) The Strata Corporation has adopted this Bylaw because the Strata Corporation is subject to the Personal Information Protection Act, S.B.C. 2003, c. 63, as amended, which, by decision of the Office of the Information and Privacy Commissioner, extends to video surveillance installed by Owners on common property, including limited common property.
- (2) Subject to obtaining the written approval of the Strata Corporation in accordance with Bylaws 5. and/or 6., as applicable, an Owner may install video surveillance, including doorbell cameras, in one or more of the following locations:
 - (a) on the front door to their strata lot;

- (b) on the back door to their strata lot.
For clarity, an Owner must not install or use, or permit to be installed or used, video surveillance on the common property other than on the front door and/or the back door to their strata lot.
- (3) An Owner who installs video surveillance on common property and any subsequent Owner on title who receives the benefit of such installation must:
- (a) ensure that the range and times of operation that the video surveillance monitors and records are as minimally intrusive as possible to the personal information of other Owners, tenants, occupants and visitors;
 - (b) be responsible for implementing reasonable security arrangements to prevent against risks associated with personal information, such as unauthorized access, collection, use, disclosure, copying, modification or disposal; and
 - (c) only retain video surveillance records for as long as necessary to fulfill the purposes set out in Bylaw 34.(5) or as long as required for a legal or business purpose. Despite the foregoing, the video surveillance records will not be retained for longer than 90 days from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw and/or rule enforcement purposes, or as otherwise may be permitted by law.
- (4) As part of an application for approval of the installation of video surveillance, the Strata Corporation may:
- (a) require that the Owner must submit, in writing, detailed plans and description of the video surveillance and installation of same; and
 - (b) set restrictions with respect to range and times of operation that the video surveillance monitors and records.
- (5) The video surveillance records will be used only for the purposes of law enforcement, enforcement of those Strata Corporation Bylaws and rules which relate to the safety and security of the building(s) and its/their Owners, tenants, occupants and visitors, and/or protection of the safety and security of Owners, tenants, occupants and visitors and their assets.
- (6) An Owner who installs video surveillance on common property and any subsequent Owner on title who receives the benefit of such installation must collect and retain custody of video surveillance records, but the Strata Corporation is entitled to make requests to access such records as follows:
- (a) for or by law enforcement in accordance with Bylaw 34.(5);
 - (b) by the caretakers of the Strata Corporation and Council members in accordance with Bylaw 34.(5);
 - (c) for an Owner, tenant, occupant or visitor in the event of an incident in which the Owner, tenant, occupant or visitor, as applicable, is involved or affected, in which case the Strata Corporation may request a copy of the applicable video surveillance record and the personal information of the Owner, tenant, occupant or visitor, as applicable, may be reviewed by or disclosed to the Strata Corporation to provide to the requesting Owner, tenant, occupant or visitor, as applicable.
- (7) In approving the installation of video surveillance by an Owner, 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 a failure to maintain, repair, replace, locate or monitor any video surveillance

system installed by an Owner on common property, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any such system.