STRATA PLAN BCS 382
AMBERLEIGH II

20560-66 Avenue,
Langley, British Columbia

Bylaws

Attached are the Bylaws of Strata Plan BCS 382
For legal purposes, please obtain a true copy as registered at the Land Title Office.

Incorporated with the Schedule of Standard Bylaws as per the Strata Property Act

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Note: Please keep in a safe place. There is a charge for additional copies.

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Division 1 – Duties of Owners, Tenants, Occupants and Visitors

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.

Repair and maintenance of property by owner

2 (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.

Use of property

3 (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) that is in contravention of any rule, order, or bylaw of The Township of Langley applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.

(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,

(e) The Owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30)

days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair resulting from guest's pets being brought into the common property,

(f) No dangerous or aggressive dogs, as defined by the Township of Langley Animal Control Bylaw 2005 No.4440, shall be permitted in any strata lot or on any portion of the common property. Specifically, the Township of Langley defines dangerous and aggressive dogs as follows:

1) **"Dangerous Dog"** means a dog which meets one or more of the following conditions:

- has, killed or seriously injured a person,
- has, killed or seriously injured a domestic animal, while in a public place or while on private property, other thank property owned by the person responsible for the dog, or
- an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a person.

2) **"Aggressive Dog"** means a dog which meets one or more of the following conditions:

- has, without provocation, aggressively pursued or harassed a person or another animal or has demonstrated a propensity, tendency or disposition to do so;
- has, without provocation, bitten or caused non-serious injury to a person or another animal or has demonstrated a propensity, tendency, or disposition to do so, or
- an Animal Control Officer has reasonable grounds to believe is likely to cause injury to a person or animal.

(g) All dogs residing on BCS 382 Amberleigh II property must be licensed in accordance with Part III Section 4 of the Township of Langley Animal Control Bylaw 2005 No.4440, which state:

1) The owner of every dog shall license the dog with the Municipality by registering describing and licensing it with the Municipality no later than the 15th day of January of every calendar year, or as soon thereafter as such dog shall attain the age of four (4) months.

(5) An Owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property.

(6) Owners of animals/pets are responsible for the immediate clean up after their animal/pet should it foul the common property and remove such from the common property. Pets must not be allowed to urinate on shrubs, buildings or in garden beds.

Inform Strata Corporation

4 (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.

(3) Any Owner of a Strata Lot who leases his Lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine of $50.00 for every month or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.

Obtain approval before altering a Strata Lot

5 (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 painting of the exterior, or the attachment of sunscreens or greenhouses.

(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.

Obtain approval before altering common property

6 (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

7 (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or

maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

(3) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

8 Subject to Bylaw 8 (f) below, 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;

(F) Notwithstanding Bylaw 8(c) above, garage doors are excluded from the repair and maintenance obligations of the strata corporation under Bylaw 8. All strata lot owners shall hereinafter be fully responsible for the repair and maintenance of garage doors which are appurtenant to that owner's strata lot as limited common property. Such repair and maintenance obligations assigned to each owner under this Bylaw shall include the obligation on the part of such owner to fund the cost of any repairs and maintenance to the garage door. This bylaw excludes repair or replacement completed during complex wide capital projects

(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.

(e) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement necessary to the Common Property or to any Strata Lot, including fire sprinkler heads, by Owner's family, guest, relation, agent or tenant, but only to the extent that such expense is not met by the Strata Corporation's insurance coverage. The deductible paid of payable by the Strata Corporation shall be considered an expense not covered by the Strata Corporation's insurance coverage. Such amount as is due and owing to the Strata Corporation from an Owner pursuant to this bylaw will be charged to the Owner as soon as possible and, in particular, where appropriate, in the next following the date on which the expense was incurred and shall become due and payable on which the expense was incurred and shall become due and payable on the date of payment of the Owner's Assessment for that month.

Division 3 – Council

Council size

9 (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.

Council members' terms and eligibility

10 (1) The term of office of a Council member ends at the end of the Annual General meeting at which the new Council is elected.

(2) A person whose term as Council member is ending is eligible for re-election.

(3) A spouse of an owner, who is eligible to be elected to Council, who is not registered on title, may with the consent of the owner, be elected and may be appointed to a vacancy to replace a member of Council.

Removing Council member

11 (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.

Replacing Council member

12 (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.

(2) A replacement Council member may be appointed from any person eligible to sit on the council.

(3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.

(4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (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.

Calling Council meetings

14 (1) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A Council meeting may be held on less than one week's notice if

(a) all Council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all Council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

Requisition of Council hearing

15 (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council meeting.

(2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

Quorum of Council

16 (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.

Council meetings

17 (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.

Voting at Council meetings

18 (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.

Council to inform Owners of minutes

19 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

20 (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.

(2) The Council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

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

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (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.

(3) The Strata Corporation may, at its sole and complete discretion, attribute any and all payments to it by an Owner or Tenant to any category of debt owing to the Strata Corporation by the Owner or Tenant. In particular, the Strata Corporation may attribute any payment to any one of the following: a fine, interest, expense reimbursement, special levies, strata fees, or any other debt obligation, in its sole and absolute discretion.

Limitation on liability of council member

22 (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

Maximum fine

23 The strata corporation may fine an owner or tenant for each contravention of a bylaw in accordance with the following:

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

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

Continuing contravention

24 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

Person to chair meeting

25 (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

26 (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

27 (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) Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting

Order of business

28 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

29 (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

Display lot

30 (1) An Owner developer who has an unsold Strata Lot may carry on sales functions that relate to its sale, including the posting of signs.

(2) An Owner developer may use a Strata Lot, that the Owner developer Owns or rents as a display lot for the sale of other Strata Lots in the Strata Plan.

Division 8 – Miscellaneous

Strata fees

31 (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.

(2) When arrears of Strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the Owner's expense for the total monies due, including all legal and other expenses.

Disturbance of others

32 (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage or other parts of the Strata Lot or the common property.

(2) No barbecues other than those fueled by propane or natural gas or electricity may be used. No Owner shall operate his barbecue in a manner, which, in the opinion of the Strata Council, interferes with another Owner's enjoyment of his Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot Owners or residents are responsible for heat damage to the building envelope.

(3) Cycling on common property other than the roadways is prohibited.

(4) Carpentry or similar alterations shall be limited to the hours as allotted by the Township of Langley.

Hazards

33 (1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.

(2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or the common property.

Cleanliness

34 (1) All household refuse and recycling material shall be secured in suitable plastic bags, garbage containers and recycling containers. The Owners will comply with the Township's recycling program as it is implemented.

(2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or resident of the Strata Lot.

(3) Domestic garbage, recycling and organic waste shall be placed in secured containers and placed curbside of the strata lot on the designated collection morning. Containers must be removed the same day following collection and stored in the owner's garage

Exterior Appearance

35 (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval by the Strata Council.

(2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.

(3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.

(4) Draperies or windows coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.

(5) The patios, decks and balconies of each strata lot must not be used for the purpose of storage. Only patio furniture, gas barbeques and potted plants shall be placed on the patios, decks or balconies, the combined weight of which shall not exceed the maximum weight for which the patios, decks and balconies were designed.

(6) Potted plants must be raised above the deck membrane or surface of the deck to allow water to pass under it, ie: use the drip trays. This will prevent damage and rot being caused to the deck membrane. Outdoor rugs must be removed from deck membranes during the winter months to prevent damage to the deck.

Common Areas

36 The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all Owners, residents and visitors.

Parking

37 (1) A resident shall use only the garage spaces and/or driveway aprons included as part of the Strata Lot, save and except for private arrangements with other owners for the use of their garage. Garages shall not be leased or rented to a person not resident within the Strata Corporation.

(2) No major repairs or adjustments shall be made to motor vehicles on the common property.

(3) Guest parking shall be permitted only in the spaces provided. Residents and/or their guests shall not use guest parking overnight without written consent of the Strata Council.

(4) A maximum speed of 15 km/h shall apply within the common property.

(5) Owners will be responsible for the clean-up of oil spills on common property.

(6) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.

(7) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises. No RV, boat, or trailer shall be permitted on the surface parking stalls at any time. The storage of any RV, boat, trailer or unlicensed vehicle shall be completely enclosed within a parking garage appurtenant to a Strata Lot.

(8) Any vehicle, which does not comply with this Bylaw, may be removed at the owner's expense.

Damage to Property

38 An owner or resident shall not cause damage to trees, plants, shrubs, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

Security

39 (1) Strata Lot owners or residents are responsible for anyone they admit onto or about the common property inclusive of agents, servants, licensees, or invitees.

(2) The Strata Council shall form a Security Committee to provide guidelines for the security of individual Strata Lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.

Moving and Resale

40 (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the regulations as established by the Strata Council from time to time.

(2) Advertising for the resale or rental of a Strata Lot shall only be permitted within the boundaries of the Strata Corporation on Directory Trees, which shall be located, supplied and maintained by the Strata Council.

Changes to Strata Lots

41 (1) An owner or owners may, with the prior written approval of the strata council, make changes to the floor finishing of their Strata Lot from carpet to any hard surface floor finish (e.g.: tile or hardwood flooring) and the Council shall give due consideration to the type and quality of the flooring and underlay in relation to the sound transmission between Strata Lots.

(2) An owner or occupant of a Strata Lot with hard floor surfaces including wooden floors or tile floors must take all reasonable steps to satisfy noise complaints from residents within audible range, including without limitation:

(a) ensuring that no less than sixty percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;

(b) avoiding walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;

(c) chair legs should be fitted with felt pads;

(d) avoiding activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping feet, and

(e) any noise inducing equipment should be separated from the floor with adequate cushioning.

Leasing Requirements

42 (1) An owner must:

(a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and

(b) cause the tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.

Quorum

43 Pursuant to Section 48(3) of the *Strata Property Act*, if, within one ½ hour from the time appointed for an annual or special general meeting a quorum is not present in person or by proxy, those eligible voters present in person or by proxy shall constitute a quorum and the meeting shall be called to order.

Change of Civic Addresses

44 Owners shall not change their civic addresses / unit numbers of their Strata Lots in accordance with prohibitions imposed by the Township of Langley.

Small Claims

45 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court. Money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Short-Term Accommodations

46 (1) No owner, tenant, or occupant will for any reason grant a license to any person to occupy a strata lot under any of the following arrangements:

(a) As vacation, travel, or temporary accommodation; or

(b) As a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations; or

(c) As a boarding house, home stay, or student housing; except as authorized by the Strata Council; or

(d) Through any website designed for booking short term accommodations, temporary accommodations or vacation rentals, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites; or

(e) Through any app designed for booking short term accommodations, temporary accommodations or vacation rentals; or

(f) Through any other person, agency, or organization which makes arrangements for, or which itself reserves, short term accommodations, temporary accommodations, or vacation rentals; or

(g) At a nightly or weekly rate.

(2) The Strata Corporation may fine an owner up to $1,000 for the contravention of Bylaw 46. The strata corporation may fine an Owner on a daily basis for breach of Bylaw 46, if an activity or lack of activity that constitutes a contravention of the bylaw continues.

Production of Medicinal and Illegal Substances

47 (1) An Owner, tenant or occupant must not permit a marijuana grow operation or production facility or allow such activities to operate or function within or outside of a strata lot, regardless of whether such operation is licensed or otherwise permitted by any government authority.

(2) Should an Owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the Strata Corporation must be borne solely by the Owner of the strata lot regardless of whether the Owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the Strata Corporation. Nothing in this bylaw will be construed as restriction on the rights of the Strata Corporation to pursue all remedies against the offending Owner, tenant or occupant at law including injunctive relief.

Privacy Policy

48 The *Personal Information Protection Act* of British Columbia (PIPA) requires strata corporations to have a privacy officer and to develop and follow policies and practices necessary to meet their obligations under PIPA. The Office of the Information Privacy Commissioner (OIPC), in its Privacy Guidelines for strata corporations, has required strata corporations to create and follow a privacy policy. This document is the Privacy Policy of EPS 1805 (the “Strata Corporation”).

This Privacy Policy will address the following, among other things:

1. Purposes for Collection, Use or Disclosure of Personal Information
2. Description of Personal Information Collected
3. Collection of Personal Information
4. Consent and Withdrawal of Consent
5. Use and Disclosure of Personal Information
6. Retention of Personal Information
7. Personal Information of Employees and Independent Contractors
8. Security of Personal Information
9. Correction of Personal Information
10. Provision of Access to Personal Information
11. Role of the Privacy Officer

PIPA provides rules about collecting, using and disclosing personal information while at all times trying to provide the appropriate balance between two essential principles:

(a) The right of an individual (owner, tenant, occupant) to the protection of his or her personal information; and

(b) The need of an organization (strata corporation) to collect, use and disclose information for reasonable statutory purposes, subject to statutory requirements.

DEFINITIONS

"Personal Information" – PIPA defines personal information as information about an "identifiable individual" and includes things such as name, age, weight, height, home address, home phone number, race, ethnic origin, sexual orientation, medical information, marital status, religion, finances, education and employment, as well as factual accounts or opinions about that individual. For example, one owner's opinion of another owner would be the personal information of the person being described.

Some of the common types of personal information that strata corporations manage include:

- name, address and phone number
- banking or credit card information
- emergency contact information
- owner/tenant's insurance particulars
- names of family members living with an owner or occupying the strata lot
- debts owed to the strata corporation by an owner
- vehicle license numbers

"Contact Information" - Personal information does not include "contact information", which is information that enables an individual to be contacted at a place of business. Contact information includes a person's name, business address, business telephone number, business fax number and business email address.

"Employee Personal Information" - personal information about an individual that is collected, used or disclosed solely for the purposes reasonably required to establish, manage, or terminate an employment relationship between the organization and that individual, but does not include personal information that is not about an individual's employment.

Employee personal information is a distinct category of personal information. PIPA has special rules for the collection, use and disclosure of the personal information of employees. An employee is someone employed by the strata corporation (it includes a volunteer not being paid for performing services for the organization but does not include an independent contractor). A strata council member, who is a volunteer, would still be considered an "employee" of the strata corporation under PIPA.

"Express Consent" - means that the individual specifically consents either orally or in writing to the strata corporation collecting, using or disclosing his or her personal information for specified purposes. For example, a strata corporation might obtain express consent from an owner or tenant to collect personal information to allow the strata corporation to automatically deduct monthly strata fees from a bank account.

"Implied Consent" - is considered to be given when an individual, knowing the purpose for the collection of his or her personal information, voluntarily gives the information to the strata corporation. For example, owners or tenants who sign a volunteer sheet for yard clean-up have provided implied consent to be contacted by the strata corporation for that purpose. It is not necessary for words of consent to be used.

COLLECTION OF PERSONAL INFORMATION

PIPA requires that the Strata Corporation must not collect personal information unless:

the owner, tenant or occupant gives consent to the collection;

PIPA authorizes the collection without the consent of the owner, tenant or occupant; or

PIPA deems the collection to be consented to by the owner, tenant or occupant.

The Strata Corporation will only collect the minimum amount of personal information that is reasonable for the Strata Corporation to fulfill its obligations under the *Strata Property Act* (SPA) and other relevant legislation.

The purposes for which personal information is collected by the Strata Corporation may include:

identifying and communicating with each strata unit owner, tenant and/or occupant;

processing strata fee and special levy payments;

responding to emergencies;

investigating complaints with respect to bylaw and rule contraventions;

ensuring the orderly management of the Strata Corporation;

complying with statutory and regulation requirements; and

(if applicable) allowing for the use of video surveillance to ensure the safety of owners, tenants and guests to the strata corporation property.

The Strata Corporation will make reasonable efforts to restrict the collection of personal information to:

names, addresses and phone numbers;

banking or credit card information;

emergency contact information;

vehicle description/license plates;

pet information; and

names of family members living with an owner or occupying the strata lot.

The Strata Corporation will not collect, use or disclose personal information except for the identified purposes unless it has received further consent from the individual, or as permitted or required under PIPA or SPA.

CONSENT AND WITHDRAWAL OF CONSENT

The Strata Corporation will get individuals' consents to collect, use or disclose their personal information, except where the Strata Corporation is legally authorized or required by law to do so without consent.

With Consent:

The Strata Corporation may obtain express consent from an owner or tenant to collect personal information to allow the Strata Corporation to automatically deduct monthly strata fees from a bank account. Individuals are considered to have given implied consent when the purpose for collection, use or disclosure of personal information would be considered obvious and the individual voluntarily provides personal information for that obvious purpose.

Some individuals may volunteer personal information to the Strata Corporation. Before collecting or recording such personal information, the Strata Corporation shall determine whether it has the consent of the person who provided the information to use it or disclose it to others. The Strata Corporation shall decide whether or not to return the personal information to the person providing it, to destroy the information immediately, or to retain that information. If the Strata Corporation decides to retain this personal information in its records, it shall determine how long the personal information should be stored before it is securely destroyed.

Without Consent:

Section 35 of SPA provides authority for the Strata Corporation to collect personal information without the consent of owners or tenants in order to create the following records:

minutes of annual general meetings, special general meetings and strata council meetings, including the results of any vote;

a list of council members;

a list of owners with their strata lot addresses, mailing addresses (if different), strata lot numbers as shown on the strata plan, parking stall numbers (if any), and unit entitlements;

a list of names and addresses of mortgagees who are individuals, not organizations, who have filed a Form C Mortgagee's Request for Notification under SPA;

a list of names of tenants;

a list of assignments of voting or other rights by landlords to tenants under SPA;

books of account showing money received and spent and the reason for the receipt or expenditure; and

any other records required by the *Strata Property Regulation*, for example a list of contractors and subcontractors responsible for the original construction of the strata corporation.

The Strata Corporation may also collect personal information pursuant to SPA provisions, for example sections 59, 115 and 116.

Section 59(3) of SPA lists the information that must be included in a Form B Information Certificate, including the amount an owner owes the Strata Corporation, strata fees payable, parking stalls and storage locker numbers.

Section 115 of SPA relates to a Form F Certificate of Payment, in relation to monies that are owed by an owner to the Strata Corporation.

Section 116 of SPA relates to a Form G Certificate of Lien. If an owner owes money to the Strata Corporation, the Strata Corporation may have registered a lien against an owner's strata lot at the Land Title Office.

The Strata Corporation may have from time to time bylaws requiring that owners and tenants provide the following personal information so that the strata council can properly manage the Strata Corporation:

banking or credit card information to allow pre-authorized payments ("PAP") to pay strata fees;

information regarding pets in a suite;

personal information collected through the use of video surveillance equipment;

names of all persons living in a suite; and

information created by a computerized access key fob system, if the activity of the fob is being collected and/or recorded by the Strata Corporation.

The Strata Corporation might also collect personal information without the consent of the owner, tenant or occupant, examples of which include:

The collection is clearly in the interests of the individual and consent cannot be obtained in a timely way;

It is reasonable to expect that collection with the consent of the individual would compromise the availability or the accuracy of the personal information, and the collection is reasonable for an investigation or a proceeding. The Strata Corporation may collect personal information without consent for the purpose of investigating complaints about bylaw infractions only if obtaining consent would compromise the availability or the accuracy of the information. As well, the collection of the information must be reasonably required for the investigation;

Personal information that is reasonably required to collect debts owing to the Strata Corporation;

The personal information is available from a public source, such as a telephone directory.

Withdrawal of Consent:

An individual may withdraw consent to the collection, use or disclosure of his or her personal information by giving the Strata Corporation reasonable notice that the person is revoking his or her prior consent. However, if the personal information is required pursuant to sections 35, 59, 115, 116 or another section of SPA, or pursuant to the Strata Corporation bylaws, then consent may not be withdrawn. For example, an individual could not withdraw his consent to his personal information being used to collect outstanding strata fees especially if it would frustrate the performance of such a

legal obligation. The Strata Corporation will inform the individual seeking to withdraw his or her consent to the collection, use or disclosure of his or her personal information of the potential consequences of such a withdrawal of consent.

USE AND DISCLOSURE OF PERSONAL INFORMATION

Use:

The Strata Corporation can use personal information for the purposes for which it was collected.

The "primary purposes" for which personal information is collected by the Strata Corporation shall be identical to those purposes identified in the Strata Corporation's privacy policies and procedures.

Any other use of the personal information would be an unauthorized secondary use of personal information unless the individual the information is about has consented to the change in use or PIPA authorizes the change in use without the individual's consent.

The Strata Corporation will ensure that it uses only the minimum amount and type of personal information necessary to carry out those primary purposes.

The Strata Corporation may use personal information without consent for the same reasons it may collect personal information without consent, as provided above. Those situations include, but not exhaustively, emergencies, the investigation of bylaw infractions, the collection of debts or if otherwise authorized by PIPA or other laws.

Disclosure:

The Strata Corporation may disclose personal information to someone else including another organization, providing the Strata Corporation fulfills the same purposes that it relied upon when collecting it and those purposes would be considered appropriate by a reasonable person. The Strata Corporation will ensure that it discloses only the minimum amount of personal information necessary to carry out those purposes.

If express consent is given to the Strata Corporation, it may disclose personal information to a third party. If express consent is not obtained, there are still certain circumstances that allow the Strata Corporation to disclose personal information without the consent of the individual. These are generally the same situations for which the Strata Corporation can collect or use personal information without consent, including but not exhaustively, emergencies, the investigation of bylaw infractions and the collection of debts. In addition, the Strata Corporations may disclose personal information without consent to a lawyer who is representing the Strata Corporation.

If it is required to or authorized by law, the Strata Corporation can disclose personal information without consent. For example, s. 36 of SPA states that on receiving a request the Strata Corporation must make the records referred to in s. 35 of SPA available for inspection by, and provide copies to, an owner or other person authorized in writing by an owner or tenant to inspect and obtain copies of records for their benefits.

The Strata Corporations may receive requests for personal information from federal, provincial or municipal government agencies or law enforcement agencies such as the police. If the Strata Corporation is asked to disclose personal information to a public body or a law enforcement agency without a warrant, subpoena or court order, the Strata Corporation will do its best ensure that the request is a bona fide request in aid of an investigation in considering whether or not to disclose the information. The Strata Corporation will confirm that the disclosure is to a public body or a law enforcement agency in Canada, which concerns an offence under Canadian laws, and which would assist in their investigation or making a decision whether or not to undertake an investigation. The disclosure of personal information should be such that its disclosure will assist the public bodies in determining whether the offence has taken place or whether charges should be laid or the offence should be prosecuted.

If a public body or a law enforcement agency makes an oral request to the Strata Corporation for an owner or tenant's personal information, the Strata Corporation will request that the agency put its demand in writing, set out its statutory authority for making the request, and provide the agency's internal file number. For example, the police may request access to video surveillance or access records for their investigation into a criminal act.

RETENTION OF PERSONAL INFORMATION

Pursuant to PIPA, if the Strata Corporation uses the personal information of an owner, tenant or occupant to make a decision that directly affects the individual, it must keep that information for at least one year after the date of that decision.

As required by PIPA, the Strata Corporation shall destroy or securely dispose of personal information when it is no longer needed to fulfill the purpose for which it was originally collected or retention is no longer necessary for legal or business purposes, and it is no longer required to be maintained by SPA.

If other laws require personal information to be retained longer than set out in PIPA, the Strata Corporation will ensure that it complies with the longer retention period applies. For example, Part 4.1 of the *Strata Property Regulation* stipulates that the Strata Corporation must retain (all of which may contain personal information):

permanently any decision of an arbitrator or judge in a proceeding in which the Strata Corporation was a party, and any legal opinions obtained by the Strata Corporation;

for at least six years all minutes of annual and special general meetings and council meetings, the book of accounts showing money received and spent and the reason for the receipt or expenditure, waivers and consents under ss. 41, 44 or 45 of SPA, the budget and financial statement for the current year and for previous years, bank statements, cancelled cheques and certificates of deposit, information certificates issued under s. 59 of SPA and written contracts to which the Strata Corporation is a party;

for at least two years all correspondence sent or received by the Strata Corporation and strata council;

current copies of the following records and documents: a list of council members, a list of owners (with their strata lot addresses), mailing addresses (if different), strata lot numbers as shown on the strata plan, parking stall numbers (if any), unit entitlements, names and addresses of mortgagees who have filed a Form C Mortgagee's Request for Notification, names of tenants, and assignments of voting or other rights by landlords to tenants under ss. 147 and 148 of SPA; and

for various time periods the records and documents given to the Strata Corporation by the owner developer under s. 20 of SPA, or obtained by the Strata Corporation under s. 23 of SPA.

PERSONAL INFORMATION OF EMPLOYEES AND INDEPENDENT CONTRACTORS

Since employee personal information is a distinct category of personal information PIPA has special rules for the collection, use and disclosure of the personal information of employees. An employee is someone employed by the Strata Corporation, and includes an unpaid volunteer performing services for the organization but does not include an independent contractor. A strata council member, who is a volunteer, is still be considered an "employee" of the Strata Corporation under PIPA.

The Strata Corporation shall not disclose, without the explicit consent of the employee, an employee's personal cellphone number or personal email address to other strata lot owners, tenants and occupants.

Employee personal information does not include contact information or work product information. If an employee makes a request for access to their own personal information, the response from the Strata Corporation does not have to include the employee's work product information. The Strata Corporation acknowledges work product information may contain personal information about other individuals, in which case such individuals would be entitled to their own personal information if they made a request under PIPA.

With the exception of s. 18 of PIPA, if the Strata Corporation intends to disclose employee personal information without the consent of the individual, the Strata Corporation will notify that employee of the material that it intends to release and the purposes for the disclosure prior to the release of the materials. Section 18 of PIPA states that there are certain circumstances where the Strata Corporation would not be obligated to provide prior notice to the employee; for example a situation where seeking the consent of the individual would compromise an investigation or proceedings and the disclosure is reasonable for those purposes.

SECURITY OF PERSONAL INFORMATION

The Strata Corporation will do its best to implement reasonable security arrangements to protect personal information from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks. These risks include:

someone being able to read, collect, use, copy or disclose personal information when he or she is not supposed to be able to;

someone stealing or losing personal information; or

someone changing, destroying or improperly disposing of personal information.

The following security measures will be followed:

locking file cabinets and areas where files that contain personal information are stored;

if there is a strata manager's office or strata council meeting room, ensuring a "clean desk" policy is followed. In other words, when records containing personal information are not being used, they are stored in a locked filing cabinet as opposed to being left on a desk;

allowing only authorized individuals access to files;

when storing personal information on a portable storage device, such as a laptop computer, that device shall have a wire cable and lock attaching it to something solid such as a heavy desk, which prevents someone easily walking off with it. When the laptop is not being used, it shall be stored in a locked cabinet;

ensuring that all personal information stored on a personal computer or other electronic storage device is encrypted;

since PIPA requires that the Strata Corporation take reasonable security measures for the protection of personal information under its care and control, the Strata Corporation will endeavor to ensure that when a person wishes to discard a computer or any other memory storage device, it shall be physically destroyed or completely erased using appropriate commercially available wiping software programs;

shredding papers containing personal information rather than just placing them in a garbage can or recycling bin;

developing and implementing confidentiality policies for members of the strata council;

ensuring that strata council members understand that the personal information they are privy to is only to be used for Strata Corporation business and not for sharing with their neighbours or spouses; and

ensuring that any third party hired to manage personal information on behalf of the Strata Corporation is aware of and bound by the Strata Corporation's privacy policy.

CORRECTION OF PERSONAL INFORMATION

The Strata Corporation will make a reasonable effort to ensure that personal information collected by or on its behalf is accurate and complete. If the Strata Corporation uses that personal information to make a decision about that owner, tenant or occupant, or if the Strata Corporation intends to disclose personal information to another organization, such as a strata management company or its representative, it will ensure the records are accurate and complete.

The Strata Corporation acknowledges that an owner, tenant or occupant who believes there is an error or omission in his or her personal information under the control of the Strata Corporation may ask, in writing and with sufficient detail to identify the personal information, the Strata Corporation to correct the personal information.

If the Strata Corporation determines, on reasonable grounds that the information should be corrected, the Strata Corporation will do so as soon as possible and send the corrected information to every organization to which it disclosed the incorrect information during the year before the correction is made. If the Strata Corporation determines that the information in its records is correct and therefore declines the request to correct, it will attach a note to the records showing the corrected information requested by the individual whose personal information it is was requested but not made.

PROVISION OF ACCESS TO PERSONAL INFORMATION

The Strata Corporation may receive two different types of requests for information. One is a request for personal information made under PIPA. The other is a request made for strata corporation records pursuant to SPA. The Strata Corporation acknowledges that there are different rules for each type of request.

Access under PIPA:

Owners, tenants and occupants have a right to request access to their own personal information, to know how their information is or has been used, and to whom the Strata Corporation has disclosed the information. The Strata Corporation may charge a minimal fee for providing copies of records that contain personal information, but must not charge a fee to an employee for giving access to that employee's own personal information.

PIPA does not give an individual the right to request and receive someone else's personal information unless that other individual provides written authorization for that access. In addition, PIPA does not provide a right of general access to the Strata Corporation's records.

Pursuant to PIPA, the Strata Corporation will respond to written requests for personal information within 30 business days. The response must include:

A statement of whether or not the person is entitled to access the requested records;

If access is denied, the reasons and legal authority for refusing access; and

The name and contact information of someone who can answer questions about the response.

In some circumstances, the Strata Corporation will refuse a person's request to access their own information. For example, s. 23 of PIPA lists some exceptions, including if disclosure would put another person's safety at risk, would harm an investigation or legal proceeding, would reveal someone else's personal information, or would reveal confidential business information. The Strata Corporation will, wherever possible, sever the record, and withhold only the information that PIPA allows or requires the Strata Corporation to refuse to disclose and release the remainder of the record.

If an individual is not satisfied with the Strata Corporation's response, he or she may ask the OIPC to review the matter. Anyone can request their own personal information that is being retained by the Strata Corporation. For example, a guest visiting the Strata Corporation building could request a copy of the video surveillance record that shows the guest entering the building. Despite the fact that the person requesting the information is not an owner, tenant or occupant of the building, the Strata Corporation acknowledges that it is still obliged to respond to this person's request pursuant to PIPA**.**

Access under SPA:

Pursuant to s. 36 of SPA, any registered strata lot owner, a tenant who has been assigned a landlord's right to obtain copies of documents, tenants who are family members (as defined in the Strata Property Regulation), tenants who have leases of three years or greater, and any person authorized in writing by an owner or tenant can request copies of the records listed in section 35 of SPA.

The Strata Corporation acknowledges that it must comply with a request for records under s. 35 of SPA within two weeks of receipt of the request, unless the request is for the Strata Corporation bylaws or rules, in which case it has only one week to comply.

Under SPA, an owner or tenant is not entitled to receive any information relating to a lawsuit in which they are a party with an interest contrary to that of the Strata Corporation. In that case, the Strata Corporation is authorized, pursuant to s. 169(1)(b) of SPA, not to provide that owner or tenant with information or documents relating to the lawsuit, including any legal opinions kept by the Strata Corporation under s. 35(2)(h) of SPA.

In the event that a Bylaw Violation Report is requested, the Strata Corporation will provide a copy of the complaint with any and all information related to the identity of the complainant redacted to protect their personal information. This information includes, but is not limited to: name, email address, phone number, and/or any other information deemed to jeopardize the anonymity of the parties.

Information provided under this section may be subject to a fee as per s.36 of the Strata Property Act and the related regulations.

ROLE OF THE PRIVACY OFFICER

PIPA requires that the Strata Corporation appoint one person to be accountable on the Strata Corporation's behalf for ensuring compliance with PIPA, referred to as the "Privacy Officer". The Privacy Officer will vary from time to time and typically will be either a strata council member or a delegate of the Strata Corporation's managing agent. Upon request, the Strata Corporation will give individuals the Privacy Officer's name and contact information (e.g., address, telephone number and email address.

The responsibilities of the Privacy Officer will include, but not exhaustively:

ensuring that the Strata Corporation's privacy policy and procedures are being followed;

responding to requests by strata owners and tenants for access to their personal information;

reviewing personal information security safeguards, storage and retention policies and procedures on a periodic basis;

responding to requests for access to personal information under PIPA; and

handling all complaints in relation to the collection, use and disclosure of personal information under PIPA.

Responding to a Privacy Complaint:

Owners, tenants, occupants or guests should direct any privacy complaints, concerns or questions regarding the compliance of the Strata Corporation in writing to the Privacy Officer of the Strata Corporation setting out:

contact information for follow-up purposes (address, phone number, email, etc.);

preferred method for follow-up contact;

the nature of the privacy complaint, concern or question;

the date of incident giving rise to the complaint, concern or question;

the date that the incident was discovered;

particulars of who/what was involved;

estimated number of individuals affected by this incident.

When a privacy complaint is received by the Strata Corporation, the written complaint will be immediately forwarded to the Privacy Officer responsible for ensuring compliance with this Policy and PIPA.

The Privacy Officer will:

promptly acknowledge receipt;

investigate;

contact the individual to clarify the complaint, if required; and

follow a fair, impartial and confidential process.

The Privacy Officer will take all reasonable steps to ensure:

If the Privacy Officer does not conduct the investigation, ensure that any person assigned to investigate the complaint is able to conduct it fairly, impartially and confidentially;

the Privacy Officer has a working knowledge of PIPA;

the investigation is not delegated to a person who is the subject of the complaint;

the Privacy Officer or assigned investigator has ready access to all relevant records and Strata Corporation representatives who handled the personal information involved; and

document all privacy complaints and every decision made resulting from the investigation.

If the Privacy Officer becomes aware, after investigation, of a privacy breach, the Privacy Officer will follow the key steps outlined in the online guide "Privacy Breaches: Tools and Resources, with the link https://www.oipc.bc.ca/guidance-documents/1428.

The Strata Corporation, through its Privacy Officer shall:

address privacy complaints quickly and effectively;

identify and address any systemic or ongoing compliance problems;

work toward rectifying the situation, including correcting policies and practices where necessary;

notify the complainant of the outcome of the investigation and communicate any correction and prevention steps taken; and

verify that any changes required to policies, procedures or practices have been made.

If an owner, tenant, occupant, guest, or Strata Corporation employee or independent contractor is not satisfied with the response given by the Privacy Officer or the Strata Corporation to the privacy complaint, then that person has the right to contact the Office of the Information and Privacy Commissioner (OIPC) at:

Mailing Address:	PO Box 9038, Stn Prov Gov't Victoria, B.C. V8W 9A4
Location:	4th Floor, 947 Fort Street Victoria, B.C. V8V 3K3
Phone:	250-387-5629
Fax:	250-387-1696
Website:	www.oipc.bc.ca

Harassment

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

(a) verbal abuse or threats of any kind,

(b) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or

(c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender, or age.

(2) Upon being notified by another owner, tenant, or occupant verbally or in writing (a "Notifying Person"), no owner, tenant or occupant may deliver any emails, notices, or any written communications of any kind to the strata lot of any Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the Strata Property Regulation, or these bylaws.

STRATA PLAN BCS 382, AMBERLEIGH II
20560-66 Avenue,
Langley, British Columbia

Rules

1. PARKING

1.1 All units must complete and return to Hugh & McKinnon a current Vehicle Registration Form. These are to be updated as information changes.

1.2 Residents must register long-stay guests with the Resident Manager and Hugh & McKinnon.

1.3 Any visitor parked overnight for three (3) consecutive nights or over nine (9) nights in any calendar month must apply to the Strata Council for an extended parking permit. Any visitor parked over nine (9) nights in any calendar month without prior permission of the Council will be considered a Resident of Amberleigh II for the purpose of enforcing visitors parking bylaws and Rules & Regulations.

1.4 All vehicles parking in a designated Visitors Parking stall without a current visitor parking pass will be immediately ticketed for a parking violation.

1.5 Residents must park on their driveway or in the garage. Vehicles parked in driveways must not overhang the common roadway in any way. In other words, vehicles cannot overhang past the curb onto the pavement.

1.6 All roads in the complex are designated fire lanes and must be kept clear at all times. No parking or stopping of vehicles is permitted in the fire lane at any time.

1.7 After 3 parking infractions including fines and / or warnings the vehicle in violation will be towed at the owner's expense without further warning.

1.8 Please be reminded that some strata lots do not have "legal" driveways as per the Disclosure Statement and Strata Plan.

1.9 All vehicles must be insured and operable in accordance with ICBC requirements.

2. AMENITY ROOM PRIVILEGES

2.1 If any owner (or responsible tenant) fails to pay outstanding strata fees or outstanding fines within 3 months of the fee being due or the fine being issued, the council may request that the Clubhouse committee suspend access to clubhouse amenities until the fees/fines have been paid in full or a payment plan has been established. Failure to comply with a payment plan may also result in restricted access to amenities.

3. HOLIDAY DECORATIONS

3.1 Holiday lights shall be permitted between November 15th and January 15th only and shall not be attached to the vinyl siding or any other portion of the strata lot in a manner so as to damage the building's envelope.

3.2 Halloween decorations shall be permitted between October 1st to November 15th only and shall not be attached to the vinyl siding or any other portion of the strata lot in a manner so as to damage the building's envelope.

4. Garden Beds (Ratified January 5, 2023, AGM)

All raised garden beds on common property as installed by the owners shall have a minimum set back of 12 inches from any fences, retaining walls, structures, buildings or other common property structures.

5. A/C Units (Ratified February 29, 2024, AGM)

5.1 An owner may temporarily install a portable air conditioning unit, providing that the following conditions are met:

a. the installation of an air conditioning unit is permitted in any open window space;
b. must have white matching boards or clear Plexiglass to cover the open areas of the window, subject to council's discretion.
c. the installation of the unit must be secure, cannot result in any holes in the siding, window fascia, or building envelop. No brackets can be screwed into the outside of the building.
d. temporary air conditioning units may be mounted in the strata unit between May 1 and September 30, each year.
e. the strata lot owner must complete an assumption of liability waiver and is solely responsible for any damage to the building envelope.