

Form I

Strata Property Act

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan BCS4261 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **May 25, 2022**:

SEE ATTACHED BYLAWS

Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

Item 14(j): $\frac{3}{4}$ Vote to Repeal and Replace the Flooring Bylaw 5(5)

Resolution:

WHEREAS:

- A. Section 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “***Strata Property Act***”) permits a strata corporation to amend its bylaws;

THEREFORE BE IT RESOLVED, by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan BCS 4261 (the “Strata Corporation”), held May 25, 2022, in compliance with section 71, section 72, section 128 and the whole of the *Strata Property Act*, that the Strata Corporation repeal and replace bylaw 5(5) with the following wording:

REPEAL:

- 5(5) a) No owner shall install Hard Flooring in a Strata Lot except with written consent from the Strata Corporation. For the purposes of this bylaw, “hard flooring” means any material other than carpet and includes hardwood, laminate, tile, slate, bamboo and cork.
- b) No owner shall install Hard Flooring in the bedrooms. (CA8354955)

REPLACE WITH:

- 5(5) a) No owner, tenant or occupant shall install Hard Flooring in a Strata Lot except with the written consent from the Strata Council. For clarity, Hard Flooring includes, but is not limited to, hard or soft wood, floating floors, ceramic/granite/limestone tiles, cork flooring or stone flooring (“Hard Flooring”). The Strata Council shall not grant consent unless the Strata Council is satisfied that the proposed method of installation and materials to be used are of a nature and quality that would ensure that the Hard Flooring would not create unreasonable noise or constitute a nuisance to any other owner, tenant or occupant. As a result, any proposed Hard Flooring must have adequate acoustic underlay to maintain a rating of minimum 73 Sound Transmission Class (STC) and Impact Insulation Class (IIC) and all carpeted floor coverings shall be of sufficient thickness and use adequate underlay to maintain a rating of minimum 73 STC or IIC.
- b) No owner, tenant or occupant shall install Hard Flooring in the bedrooms.

END OF RESOLUTION

Item 14(k): $\frac{3}{4}$ Vote to Add Bylaw Regarding Patio Lighting

Resolution:

WHEREAS:

- A. Section 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “***Strata Property Act***”) permits a strata corporation to amend its bylaws;

THEREFORE BE IT RESOLVED, by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan BCS 4261 (the “Strata Corporation”), held May 25, 2022, in compliance with section 71, section 72, section 128 and the whole of the *Strata Property Act*, that the Strata Corporation add 35(11) to the bylaws using the following wording:

35(11) Residents may add patio lights or holiday lights to the balcony area of their unit with the following conditions:

- a) Lights deemed to be 'patio lights' are defined as those primarily designed for ambient lighting on the patio area:
 - i. the Lights string and of bulbs that are of a style similar or equal to an "edison light";
 - ii. The wire shall be black in colour;
 - iii. The light emitted from the bulb shall be neutral in colour;
 - iv. fastening devices that penetrate any exterior surface of the building must not be used to attach the Lights, rather only temporary clips may be used;
 - v. The lights shall be arranged in such a manner that the string of lights does not hang more than 12" below the bottom of the bulkhead of the ceiling of the balcony space;
 - vi. The lights shall be arranged in such a manner that they are visually appealing and do not detract from the overall appearance of the building; and
 - vii. The Strata Corporation reserves the right to determine, in its sole discretion, whether or not the arrangement of patio lights detracts from the overall appearance of the building.
- b) Lights deemed to be 'holiday lights' that are defined as those primarily designed and intended to celebrate holiday seasons (such as Christmas and other religious holidays):
 - i. Lights celebrating a holiday may be displayed up to thirty (30) days prior to the holiday and up to fifteen (15) days following the holiday. After the fifteen (15) days following the holiday, the lights shall be removed from the balcony area;
 - ii. fastening devices that penetrate any exterior surface of the building must not be used to attach the Lights, rather only temporary clips may be used;
 - iii. The lights must be displayed in a way that does not reasonably interfere with the use and enjoyment of another strata lot;
 - iv. Without limiting section 35(11)(b)(iii), holiday lights may be multi-coloured, may flash, twinkle, or operate in another whimsical way;
 - v. Holiday lights shall be arranged in such a manner that they are visually appealing and do not detract from the overall appearance of the building;
 - vi. The Strata Corporation reserves the right to determine, in its sole discretion, whether or not the arrangement of holiday lights detracts from the overall appearance of the building; and
 - vii. If the manner in which the lights are arranged is of religious or cultural significance to the celebrated holiday, and a violation of section 35(11)(b)(v) is committed, the resident may submit, in writing, an explanation supported by evidence of the significance of the arrangement to the Strata Corporation for consideration.

END OF RESOLUTION

Item 14(l): ¾ Vote to Add Bylaw Prohibiting Pets in the Playground Areas

Resolution:

WHEREAS:

- A. Section 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “***Strata Property Act***”) permits a strata corporation to amend its bylaws;

THEREFORE BE IT RESOLVED, by a ¾ vote resolution of The Owners, Strata Plan BCS 4261 (the “Strata Corporation”), held May 25, 2022, in compliance with section 71, section 72, section 128 and the whole of the *Strata Property Act*, that the Strata Corporation add bylaw 3(4)(n) to the bylaws using the following wording:

3(4)(n) Pets are not permitted on common property utilized or designated as playground areas.

END OF RESOLUTION

Item 14(m): ¾ Vote to Add Bylaw Regarding Supervision

Resolution:

WHEREAS:

- A. Section 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “***Strata Property Act***”) permits a strata corporation to amend its bylaws;

THEREFORE BE IT RESOLVED, by a ¾ vote resolution of The Owners, Strata Plan BCS 4261 (the “Strata Corporation”), held May 25, 2022, in compliance with section 71, section 72, section 128 and the whole of the *Strata Property Act*, that the Strata Corporation add bylaw 3(14) to the bylaws using the following wording:

3(14) Supervision

- a) Children 11 years of age or younger must be supervised by an adult when playing on common property.
- b) Residents are responsible for the conduct of their children, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, will not disturb the rights of quiet enjoyment of others.
- c) Residents are responsible to assume liability for and properly supervise activities of their children.

END OF RESOLUTION

Item 14(n): $\frac{3}{4}$ Vote to Add Bylaw Regarding Climbing on Trees

Resolution:

WHEREAS:

- A. Section 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “***Strata Property Act***”) permits a strata corporation to amend its bylaws;

THEREFORE BE IT RESOLVED, by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan BCS 4261 (the “Strata Corporation”), held May 25, 2022, in compliance with section 71, section 72, section 128 and the whole of the *Strata Property Act*, that the Strata Corporation add bylaw 3(15) to the bylaws by using the following wording:

- 3(15) Residents and visitors must not climb trees or bushes located on common property or limited common property.

END OF RESOLUTION

Item 14(o): $\frac{3}{4}$ Vote to Add Bylaw Regarding Alterations to Common Property

Resolution:

WHEREAS:

- A. Section 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “***Strata Property Act***”) permits a strata corporation to amend its bylaws;

THEREFORE BE IT RESOLVED, by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan BCS 4261 (the “Strata Corporation”), held May 25, 2022, in compliance with section 71, section 72, section 128 and the whole of the *Strata Property Act*, that the Strata Corporation amend bylaw 6(1) by adding the following wording:

- 6(1) An owner, occupant or tenant must obtain the prior written approval of the Strata Corporation before making an alteration to common property, including limited common property or common assets, which include the yards adjacent to the ground floor units as identified on the Strata Corporation’s strata plan.

END OF RESOLUTION

Item 14(p): $\frac{3}{4}$ Vote to Repeal and Replace Bylaw Regarding Cleaning up After Pets

Resolution:

WHEREAS:

- A. Section 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “***Strata Property Act***”) permits a strata corporation to amend its bylaws;

THEREFORE BE IT RESOLVED, by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan BCS 4261 (the “Strata Corporation”), held May 25, 2022, in compliance with section 71, section 72, section 128 and the whole of the *Strata Property Act*, that the Strata Corporation repeal and replace bylaw 3(4)(i) with the following wording:

REPEAL

- l) An owner, tenant, or occupant must ensure that all pets are leashed or otherwise secured when on the common property or on land that is common asset. The owner of the pet is responsible for taking the pet off common property or land that is common asset to toilet said pet. The owner of the pet is also responsible for the immediate cleanup of any pet excrement that occurs on or off common property.

REPLACE WITH

- l) An owner, tenant, or occupant must ensure that all pets are leashed or otherwise secured when on the common property or on land that is common asset. The owner of the pet is responsible the immediate cleanup of any pet excrement that occurs on or off common property. All pet excrement must be removed prior to the days the landscaper is present. The landscaping schedule is posted on the notice board outside the caretaker's office.

END OF RESOLUTION

CORNERSTONE

Strata Plan – BCS 4261

BYLAWS

Registered: February 22, 2013
Amended: February 11, 2014
Amended: April 14, 2016
Amended: March 20, 2017
Amended: April 27, 2018
Amended: April 25, 2019
Amended: August 11, 2020

Registration #: CA3005217
Registration #: CA3586737
Registration #: CA5113046
Registration #: CA5892480
Registration #: CA6761980
Registration #: CA7464556
Registration #: CA8354955

INDEX

DIVISION 1 — DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS	2
1. Payment of Strata Fees and Special Levies	2
2. Repair and maintenance of property by Owner	2
3. Use of Property	2
4. Inform Strata Corporation	6
5. Obtain Approval Before Altering a Strata lot	6
6. Obtain Approval Before Altering Common Property	7
7. Permit Entry to Strata lot	8
DIVISION 2 — POWERS AND DUTIES OF STRATA CORPORATION	8
8. Repair and Maintenance of Property by Strata Corporation	8
DIVISION 3 — COUNCIL	9
9. Council Size	9
10. Council Members' Terms	9
11. Removing Council Member	9
12. Replacing Council Member	10
13. Officers	10
14. Calling Council Meetings	10
15. Requisition of Council Hearing [Repealed 2009-17-35.]	11
16. Quorum of Council	11
17. Council Meetings	11
18. Voting at Council Meetings	11
19. Council to inform Owners of Minutes	11
20. Delegation of Council's Powers and Duties	11
21. Spending Restrictions	12
22. Limitation on Liability of Council Member	12
DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES	12
23. Maximum Fine	12
24. Continuing Contravention	13
DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS	13
25. Person to Chair Meeting	13
26. Participation by Other Than Eligible Voters	13
27. Voting	13
28. Order of Business	14
DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION	14
29. Voluntary Dispute Resolution	14
DIVISION 7 — MARKETING ACTIVITIES BY OWNER DEVELOPER	15
30. Display lot	15
DIVISION 8 — MISCELLANEOUS	15
31. Strata Fees (s. 107) <i>Strata Property Act</i>	15
32. Disturbance of Others	15
33. Hazards	16
34. Cleanliness	16
35. Exterior Appearance	16
36. Common Areas	17
37. Parking	17
38. Damage to Property	18
39. Security	18
40. Moving and Resale	19
41. Leasing Requirements	19
42. Quorum for Annual or Special General Meetings	19

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

1. Payment of Strata Fees and Special Levies

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner fails to pay strata fees at the required time, the Strata Corporation may charge interest at the rate of 10% per annum compounded annually and a fine of up to \$50.00 per month while the strata fees remain in arrears.
- (3) If an owner fails to pay a special levy at the required time, the Strata Corporation may charge interest at the rate of 10% per annum compounded annually and a fine of up to \$100.00 per month while the special levy remains in arrears.
- (4) An NSF fee of up to \$50.00 will be charged for each cheque paid by an owner to the Strata Corporation which is dishonoured by the owner's financial institution.
- (5) Any costs incurred by the Strata Corporation to enforce payment of strata fees and special levies as required in these bylaws, including but not limited to legal costs, land title and court registry fees, and any other disbursements, shall be the responsibility of the contravening owner to pay the Strata Corporation. (CA7464556)

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, 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) is in contravention of any order or Bylaw of the Township of Langley applicable to the Owner's strata lot or that will result in any unusual or objectionable noise or 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

In addition to the foregoing, an Owner shall not:

- (a) use his or her strata lot for any purpose which may be illegal or injurious to the reputation of the building; and
 - (b) make or cause to be made any structural alteration to his or her strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the exterior of the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the Council.
- (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 (2) dogs or two (2) cats; or one (1) dog and one (1) cat.
 - (e) The Owners (i.e. Owners and tenants) of pets shall be fully responsible for their behavior within the building and its grounds. If a pet is deemed to be a nuisance by the Strata Council, the following procedure will be initiated:
 - (i) the Strata Counsel shall forward a warning letter to the Owner describing the nature of the nuisance and requesting that the Owner takes steps to ensure such nuisance ceases;
 - (ii) if the pet continues to be a nuisance, a further letter shall be issued ordering the offending pet removed from the building permanently. Failure to remove the pet within thirty (30) days from the date of the letter will entail a fine of \$100.00 for every seven (7) day period that the offending pet remains within the building or on common property;

Visitors shall be informed of the Rules concerning pets and residents will be responsible for the immediate clean-up or repair of damage resulting from a guest's pets being brought onto the common property;

No pets shall be permitted on the common property unless it is restrained.

No such animal shall be permitted to run loose nor shall it be tied up outside any residence.

- (f) No vicious dogs are permitted in any Strata lot or on any portion of the common property. For purposes of this Bylaw a vicious dog means the following:
 - (i) any dog that has killed or injured
 - (A) any person; or

- (B) another animal while running at large; or
 - (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or;
 - (iv) any dog that the Strata Corporation determines, in its sole discretion, to be vicious.
- (k) A pet Owner must register a pet cat or dog with the Strata Corporation within 30 days after the pet starts to be kept on a strata lot by providing the name, breed, coloring and markings of the pet, and a true colour photograph of the pet and the Owner's name, address and telephone number(s).
- (l) An owner, tenant, or occupant must ensure that all pets are leashed or otherwise secured when on the common property or on land that is common asset. The owner of the pet is responsible for taking the pet off common property or land that is common asset to toilet said pet. The owner of the pet is also responsible for the immediate cleanup of any pet excrement that occurs on or off common property.
Added AGM March 16, 2016
- (m) A pet shall not cause a nuisance to any occupant. If the council receives a complaint about a pet the strata council will proceed as required by section 15 of the Strata Property Act, including granting a hearing if requested. Once the owner has had a reasonable opportunity to respond to the complaint, including attending a hearing if the owner requests a hearing, the strata council will issue its decision in writing to either:
 - (i) take no action; (ii) fine the owner; (iii) require the person to pay the costs of remedying the contravention; (iv) or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed.*Added AGM March 16, 2016*
- (5) An Owner, tenant or occupant shall not feed any wildlife, including squirrels, raccoons and nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or the common property.
- (6) No strata lot shall be used for any commercial purposes or any purpose which is illegal or contrary to any law or is injurious or potentially injurious to the Strata Corporation or the other Owners, tenants, occupants or visitors.
- (7) Scooters, Skateboards, Roller Skates, Bicycles and other mobility items are not permitted to be used in the common area hallways except for medically necessary devices. *(Adopted: AGM March 20, 2017)*
- (8) An owner, tenant or occupant must not use, permit to be used, advertise, or permit to be advertised all or part of a strata lot for any of the following professional, commercial, or business purposes: travel or temporary accommodation, short-term accommodation, hotel type accommodation, lodging house, vacation rental, timeshare, or bed and breakfast rental of any kind. Any legal costs, expenses or disbursements incurred by the Strata Corporation to enforce this bylaw, including but not limited to obtaining injunctive relief from the Court or administrative tribunal, and any loss, damage, expense, or cost incurred by the Strata Corporation as a result of a violation of this bylaw, are the responsibility of the contravening strata owner, tenant and/or occupant,

and shall be recoverable from the strata lot owner, tenant and/or occupant on a solicitor and own client basis by the Strata Corporation. (CA7464556)

- (a) pursuant to a house swap;
 - (b) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;
 - (c) through any website designed for booking short term accommodations, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites; or
 - (d) at a nightly or weekly rate. [CA6761980]
- (9) An owner, tenant or occupant or visitor must not use, operate or drive or permit the use, operation or driving of a motor vehicle that is equipped with and/or driven on Studded Tires on common property, limited common property or land that is a common asset. (CA7464556)
- (10) A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the Strata Corporation, a resident must not allow more than 3 persons to occupy a strata lot originally designated by the owner developer as a 1 bedroom unit and not allow more than 5 persons to occupy a strata lot originally designated by the owner developer as a 2 bedroom unit. For the purposes of this bylaw, a "person" is defined to include children, but excludes visitors staying for less than fourteen (14) cumulative days in a calendar month with an owner, occupant or tenant of the strata lot. (CA7464556)

3(11). No Charging of Electric Vehicles or Electric Vehicle Charging Stations

- (1) An owner, tenant, lessee or occupant must not use or permit the use of the Strata Corporation's common property electrical outlets or electricity to be used as an Electronic Vehicle Charging Station, or to otherwise charge a motor vehicle or motor assisted vehicle as defined by the Motor Vehicle Act, RSBC 1996, c. 318.
- (2) An owner, tenant, lessee or occupant must not install, alter, modify or permit the installation, alteration, or modification of the Strata Corporation's common property electrical outlets for the purpose of accommodating an Electronic Vehicle Charging Station, or to otherwise charge a motor vehicle or motor assisted vehicle as defined by the Motor Vehicle Act, RSBC 1996, c. 318.
- (3) Any legal costs, expenses or disbursements incurred by the Strata Corporation to enforce this bylaw, including but not limited to obtaining injunctive relief from the Court or administrative tribunal, and any loss, damage, expense, or cost incurred by the Strata Corporation as a result of a violation of this bylaw, are the responsibility of the contravening strata owner, tenant, lessee and/or occupant, and shall be recoverable from the strata lot owner, tenant, lessee and/or occupant on a solicitor and own client basis by the Strata Corporation. (CA8354955)

3(12) No Lock Boxes

- (1) An owner, tenant, lessee or occupant must not install, alter, modify or permit the installation, alteration, or modification of the Strata Corporation's common property for the purpose of accommodating a lock box (the "Lock Box").
- (2) The Strata Corporation is permitted to remove any Lock Box found on the Strata

Corporation's common property without notice.

- (3) Any legal costs, expenses or disbursements incurred by the Strata Corporation to enforce this bylaw, including but not limited to obtaining injunctive relief from the Court or administrative tribunal, and any loss, damage, expense, or cost incurred by the Strata Corporation as a result of a violation of this bylaw, are the responsibility of the contravening strata owner, tenant, lessee and/or occupant, and shall be recoverable from the strata lot owner, tenant, lessee and/or occupant on a solicitor and own client basis by the Strata Corporation. (CA8354955)

3(13) Use of Property

- (1) An owner, tenant or occupant of a strata lot shall not keep any fresh cut or "live" Christmas tree in a strata lot or on common property or limited common property. (CA8354955)

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.
- (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 \$200.00 for every month or part thereof that a tenant is in occupancy of the Strata lot and the Form K is not submitted.

5. Obtain Approval Before Altering a Strata lot

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses, antenna, satellite dish or receiver or any other appurtenance
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1) but may require as a condition of its approval that the Owner agree, in writing, to

take responsibility for any expenses relating to the alteration.

- (3) This section does not apply to a strata lot in a bare land Strata Plan.
- (4) Any alterations approved under this section may only be carried out between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday and between 10:00 a.m. and 5:00 p.m. on Saturday. No alterations may be carried out on Sunday or on statutory holidays. All alterations and associated work is subject to all applicable municipal and provincial bylaws and codes CA7464556)

5(5) Obtain Approval Before Altering Strata Lot

- (1) No owner shall install Hard Flooring in a Strata Lot except with written consent from the Strata Corporation. For the purposes of this bylaw, "hard flooring" means any material other than carpet and includes hardwood, laminate, tile, slate, bamboo and cork.
- (2) No owner shall install Hard Flooring in the bedrooms. (CA8354955)

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.

6(3). Obtain approval before altering Strata Lot's Door Lock and Deadbolt

- (1) No owner shall, without the written consent of the Strata Corporation, change or alter the lock or deadbolt belonging or affixed to a door that permits entry to his or her strata lot (the "Original Lock").
- (2) An owner who proposes to alter an Original Lock must make a written application to the Strata Corporation, and shall provide the following information to the Strata Corporation:
 - (a) a detailed description of the Original Lock's alteration; and
 - (b) any other information required by the Strata Corporation.
- (3) The Strata Corporation will grant a Lock alteration (the "Lock Alteration") subject to the following requirements:
 - a) the Lock Alteration is required to accommodate a disability as specified under the Human Rights Code, RSBC 1996, c 210;
 - b) the Lock Alteration is similar in size, quality, construction and the overall appearance to the Original Lock;
 - c) the Lock Alteration must have either a chrome or satin chrome finish or a finish comparable to chrome or satin chrome;
 - d) the Lock Alteration must be round in shape to match the placement of the Original Lock;
 - e) the Lock Alteration must:
 - i. be installed in the same place as the Original Lock; and
 - ii. use the same hole(s) as the Original Lock; and
 - f) the owner, and any subsequent owner on title who receives the benefit of the Lock Alteration, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance and any damage suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, arising from the Lock Alteration; and
 - g) the owner, and any subsequent owner on title who receives the benefit of the Lock Alteration, will be responsible for repairing, restoring or replacing the Lock Alteration

undertaken by an owner. In the event that the existence of the Lock Alteration undertaken by an owner results in additional costs to the Strata Corporation in undertaking the repair and maintenance arising from the Lock Alteration, in accordance with these Bylaws, then the current owner of the strata lot receiving the benefit of the Lock Alteration must indemnify the Strata Corporation for all such additional costs. (CA8354955)

7. Permit Entry to Strata lot

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act.
- (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

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, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a Strata Plan that is not a bare land Strata Plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.
- (2) The Strata Corporation must establish a policy and procedure for regular inspection and maintenance work in respect of all common property and common assets including, but not limited to, all building envelope and structural elements of all buildings and must fund the costs of all repairs and preventative maintenance as may be necessary or desirable to make and maintain the buildings in good and sound condition.
- (3) As per the requirements of the *Strata Property Act*, an owner who has the right to use common property, including limited common property, or common assets **must** allow the strata corporation reasonable access to the common property or common assets to exercise its powers and perform its duties. Owners failing to provide access, upon reasonable notice, may be fine for non-compliance. [CA6761980]

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 the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for reelection. (3) to (5).
[Repealed 1999-21-51.]

11. Removing Council Member

- (1) Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.

- (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.

12. Replacing Council Member

- (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without 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.

13. Officers

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice President.
- (3) The Vice President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling Council Meetings

- (1) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A Council meeting may be held on less than one week's notice if
 - (a) all Council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency 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.

15. Requisition of Council Hearing

[Repealed 2009-17-35.]

16. Quorum of Council

- (1) A quorum of the Council is

- (a) 1, if the Council consists of one member,
- (b) 2, if the Council consists of 2, 3 or 4 members,
- (c) 3, if the Council consists of 5 or 6 members, and
- (d) 4, if the Council consists of 7 members.

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

17. Council Meetings

- (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.

- (2) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.

- (3) Owners may attend Council Meetings as observers.

- (4) Despite subsection (3), no observers may attend those portions of Council Meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction Bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at Council Meetings

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.

- (2) Unless there are only 2 strata lots in the Strata Plan, if there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.

- (3) The results of all votes at a Council Meeting must be recorded in the Council meeting Minutes.

19. Council to inform Owners of Minutes

The Council must inform Owners of the Minutes of all Council Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

20. Delegation of Council's Powers and Duties

- (1) Subject to 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.

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

- (1) Unless otherwise provided for in the bylaws, the Strata Corporation may fine an owner or tenant a maximum of:
 - a) \$200 for each contravention of a bylaw,
 - b) \$50 for each contravention of a rule,

- c) \$500 for each contravention of Bylaw 41 which pertains to prohibiting or limiting the rental of a residential strata lot, and
- d) \$1,000 for each contravention of Bylaw 3(8) which pertains to prohibiting or limiting the use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation. (CA7464556)

24. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues for:
 - (a) seven (7) days, without interruption, then a fine may be imposed every seven (7) days; and
 - (b) daily, in the case of Bylaw 3(8).(CA1464556)

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.

28. Order of Business

The order of business at Annual and Special General Meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (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 or Council, as the case may be, 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) During the time that the Owner Developer of the Strata Corporation is a first Owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on such sales functions as it considers necessary in order to enable it to sell the units.
- (2) At the reasonable discretion of the Owner Developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 60 months after the date of first occupancy of such strata lot.
- (3) No sign advertising a strata lot for sale or lease shall be displayed in or on a strata lot or on the common property of the Strata Corporation, other than in the places designated or approved in writing by the Strata Corporation from time to time provided however that this restriction shall not apply to the Owner Developer who may place signs at such locations including common property as the Owner Developer may determine from time to time.

Division 8 — Miscellaneous

31. Strata Fees (s. 107) *Strata Property Act*

- (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.

32. Disturbance of Others

- (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, patio stoves or heaters other than those fueled by propane or natural gas or electricity may be used. No Owner shall operate his or her barbecue, patio stove or heater in a manner, which, in the opinion of the Strata Council, interferes with another Owner's enjoyment of his or her strata lot. All barbecues, patio stoves and heaters must be kept at a minimum distance of 24 inches way 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.
- (5) Council may require Owners to supply and install area rugs covering approximately 60% of the open hardwood or laminate flooring area to assist with minimizing noise transfer within a strata lot particularly the high traffic areas. In addition, Owners may be requested to supply and install felt pads to the bottoms of table and chair legs as well as to cupboard doors. *(Adopted: AGM January 22, 2014)*

33. Hazards

- (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 and Thunderbird Village Homes Ltd. or which will invalidate any insurance policy.
- (2) No 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.

34. Cleanliness

- (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.

35. Exterior Appearance

- (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, receiver, 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 window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
- (5) Patio furnishings are restricted to patio furniture, barbeques and plants. For example, no laundry or other like articles shall be hung or displayed so that they are visible from the outside of the building. Patios shall not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.
- (6) No occupant of a strata lot shall keep or accumulate any debris, scrap metal, unlicensed vehicle, car parts, refuse or waste material upon or in a strata lot, or on the common property. No occupant of a strata lot shall deposit or store any materials, nor perform any services, on the common property. The Strata Council shall be at liberty, upon three days' written notice to the Owner, to remove any of the foregoing materials from

a strata lot or the common property, and to add the cost of so doing to the assessment next payable by the Owner.

- (7) No vehicle repairs shall be carried out on the common property, nor shall vehicles in a state of disrepair be left on the common property.
- (8) No window mounted air conditioners shall be permitted. The use of a floor model air conditioning unit is permitted between April 1st and September 30th annually providing the venting hose is similar in color to that of the window frame. *(Adopted: AGM January 22, 2014)*
- (9) Real Estate signs are permitted provided they are placed on the Real Estate post that is located at the front of the building on 56th Avenue. No other Real Estate or For Sale signage is permitted with the exception of signage as per Bylaw 30. Upon the sale of a strata lot, the Sold Sign must be removed from the designated area within fourteen (14) days of the sale (CA7464556).
- (10) With approval from the council, sunshades may be installed but only in a tan/beige colour to match the exterior of the building. Shade must be professionally installed in in good condition. They may be used from May to September sunrise to sundown only. Privacy screens may also be approved by the council if an owner, tenant or resident wishes to place one in the side of the balconies. *(Adopted: AGM March 20, 2017)*

36. Common Areas

- (1) The Strata Council shall administer all common areas and Rules and Regulations formulated by the Strata Council from time to time shall be binding upon all Owners, residents and visitors.

37. Parking

- (1) A resident shall use only the parking space(s) leased or assigned to the owner of the strata lot in which the resident resides, save and except for written private arrangements with other owners for the use of their parking space(s). Parking spaces shall not be leased or rented to a person not resident with the Strata Corporation. No occupant of a strata lot shall use, nor permit any agent, employee, customer, supplier or other person having business with the occupant to use, any parking stall designated for the exclusive use of any other strata lot.
- (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 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.

- (8) Any vehicle, which does not comply with this Bylaw, may be removed at the Owner's expense.
- (9) Visitor parking is for the use of legitimate guests of BCS 4261. Owners, Tenants, Residents are not permitted to park in Visitor parking at any time. *(Adopted: AGM January 22, 2014)*.
- (10) All Guests must visibly display the Strata Corporation provided "Visitor Parking Pass". Failure to display the provided parking pass will result in vehicles being towed without written notice. *(Adopted: AGM January 22, 2014)*
- (11) A Visitor may not park overnight in the designated Visitor parking for longer than 48 consecutive hours and for not more than 5 **days** in total within a calendar month. If an Owner, Tenant or Resident has a guest staying for longer than the time permitted; please contact the Strata Manager, in writing, requesting an extension to permit their guest to park longer. *(Adopted: AGM March 20, 2017)*
- (12) Lost or stolen Visitor parking passes maybe replaced at a cost of \$25 each. Only one (1) Visitor pass is allowed per unit. *(Adopted: AGM January 22, 2014)*
- (13) Owners, Tenants or Residents found in contravention of Bylaws 37 (9) will be towed immediately and/or fined in accordance with the Strata Corporation Bylaws. Cost associated with towing will be at the expense of the vehicle Owner. *(Adopted: AGM January 22, 2014)*
- (14) All vehicles parked in the underground parking must be insured. If a vehicle has storage insurance, a copy must be provided to the Strata Corporation. *(Adopted: AGM March 20, 2017)*

38. Damage to Property

- (1) 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 common lawns or grounds so as to damage them or prevent growth.

39. Security

- (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) Visitors must be allowed into the building by the Resident, either escorted into the building or by using the enterphone. Residents must not allow a person they do not know into the building at anytime. *(Adopted: AGM January 22, 2014)*
- (3) Residents must wait for the gate to close before driving away when entering or exiting the building. Vehicles are not permitted to follow another vehicle through the parkade gate without using their own gate opener. *(Adopted: AGM January 22, 2014)*

Enterphone Dialing System

- (4) Owner(s), occupant(s) or tenant(s) using the Strata Corporation's enterphone dialing system (the "Enterphone System") must provide the Strata Corporation with a local phone number beginning with area code "604", "778" or "236" (the "Local Phone Number"). *(CA8354955)*

40. Moving and Resale

- (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.

41. Leasing Requirements

- (1) An Owner must cause any tenant of a strata lot 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.

42. Quorum for Annual or Special General Meetings

- (1) Notwithstanding Section 48(2) of the Strata Property Act, a quorum for an Annual or Special General Meeting shall be the number of eligible voters present in person or by proxy at the Annual or Special General Meeting.

43. SECURITY MEASURES

- a) Closed circuit television and video surveillance are installed in the following common areas of the building: building entrances, lobbies, and underground parkade. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- b) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS 4261.
- c) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
- d) The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
 - (i) law enforcement in accordance with subsection 3 herein;
 - (ii) the caretakers of the Strata Corporation and Council members in accordance with subsection 3 herein; or
 - (iii) In the event of an incident in which they are involved or affected, an Owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- e) In installing and/or maintaining the systems described, 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 of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

Adopted at AGM, January 28, 2013

44. INSURANCE AND DAMAGE TO PROPERTY

- (1) The Strata Corporation shall maintain insurance for buildings, common facilities and any insurable improvements owned by the Strata Corporation to their replacement value, against those perils as required by the Regulation.

- (2) The Strata Corporation may obtain and maintain insurance against other perils, including liability to the amount it considers advisable.
- (3) Owners shall obtain and maintain insurance for loss or damage to their strata lots against fire and other perils in excess of the insurance obtained by the Strata Corporation.
- (4) Owners shall obtain and maintain insurance for damage to any improvements within their strata lots.
- (5) Owners and tenants are required to maintain homeowner/tenant insurance for their strata lot.
- (6) An owner, tenant, occupant or visitor must not allow damage other than reasonable wear and tear to the common property, limited common property, common assets, or those parts of any strata lot which the Strata Corporation must repair and maintain under the Bylaws or insure under section 149 of the Act.
- (7) An owner is responsible for any damage to any property described in subsection (6).
- (8) An owner is responsible for what occurs within their strata lot and is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, where the source of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by the Strata Corporation's insurance policy.
- (9) An owner is deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, where the source of such loss or damage is the owner, the owner's tenant(s), occupant(s), visitor(s) or pets and the loss or damage is not covered by the Strata Corporation's insurance policy.
- (10) If any loss or damage deemed to be the responsibility of an owner under this Bylaw results in a claim against any insurance policy held by the Strata Corporation, the owner is absolutely liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the Strata Corporation's insurance coverage. The owner shall indemnify and save harmless the Strata Corporation for these amounts.
- (11) If any loss or damage deemed to be the responsibility of an owner under this Bylaw is at or below the amount of the insurance deductible for an insurance policy held by the Strata Corporation such that no claim is made under the policy, the owner is strictly liable to pay for such loss or damage and the responsible owner shall indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation's legal right or responsibility to perform.
- (12) Nothing in the Bylaws shall restrict or limit in any way the rights of the Strata Corporation under sections 133 or 158 of the Act.
- (13) Any amount that an owner is responsible to pay the Strata Corporation under this Bylaw shall be assessed against the owner's strata lot and included/charged back to the owner in the statement of account for that strata lot. (CA8354955)

45 MOVE-IN AND MOVE-OUT

- (1) All moves shall be booked five (5) business days in advance with the Strata Manager during regular business hours. An on-site supervisor will coordinate the move with the resident, which includes locking off the elevator and installing elevator pads.

- (2) Moving is allowed between 8:30 am to 6:00 pm only.
- (3) A move-in fee of \$100.00 and move-out fee of \$100.00 will apply to all moves.
- (4) Only one (1) move at a time is allowed, per building
- (5) Any damages to the common areas of the building will be charged back to the owner(s).

(Adopted: AGM March 20, 2017)

46 COUNCIL MEMBER REMUNERATION

- (1) Council members required to spend their personal time resolving Civil Resolution Tribunal (CRT) complaints will be compensated at a rate of twenty-five (25) dollars per hour.
[CA6761980]

47 Cannabis & Other Drugs

- (1) No planting, growing, cultivating, producing, processing, or manufacturing of cannabis or any other drug is permitted anywhere in a strata lot, on the common property, limited common property or land that is a common asset.
- (2) All persons, including but not limited to the tenant, occupants and visitors must comply with this bylaw. The Owner is responsible for ensuring that this bylaw is not breached by the occupant(s) of the strata lot, visitor(s) or anyone else they allow or invite in the strata lot or onto the common property, limited common property or land that is a common asset.
- (3) Any legal costs, expenses or disbursements incurred by the Strata Corporation to enforce this bylaw, including but not limited to obtaining injunctive relief from a Court or Tribunal, and any loss, damage, expense, or cost incurred by the Strata Corporation as a result of a violation of this bylaw, are the responsibility of the contravening owner, tenant and/or occupant, and shall be recoverable from the owner, tenant and/or occupant on a solicitor and own client basis by the Strata Corporation.(CA7464556)