

SCHEDULE OF BYLAWS

PENINSULA VILLAGE
THE OWNERS, STRATA PLAN LMS 133

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It is intended that these bylaws replace and supersede the standard bylaws found under the Strata Property Act S.B.C 1998 c.43 and amendments thereto (herein the “Act”) and all other registered bylaws of the strata corporation.

Unless otherwise stated all terms have the meaning prescribed to them in the Act.

Definitions and Interpretation

Definitions and interpretation

In the Strata Property Act:

"common property" means

- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary
 - A. between a strata lot and another strata lot,
 - B. between a strata lot and the common property, or
 - C. between a strata lot or common property and another parcel of land, or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

"limited common property" means common property designated for the exclusive use of the owners of one or more strata lots;

"occupant" means a person, other than an owner or tenant, who occupies a strata lot;

"owner" means a person, including an owner developer, who is

- (a) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
- (b) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section,

unless there is

- (c) a registered agreement for sale, in which case it means the registered holder of the

last registered agreement for sale, or

(d) a registered life estate, in which case it means the tenant for life;

"rule" means a rule of a strata corporation made under section 125 or 197;

"strata lot" means a lot shown on a strata plan;

"tenant" means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;

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

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner must pay a special levy on the date(s) on which it is due.
- (3) Interest shall be charged on overdue strata fees and special levies and shall be calculated at ten percent (10%) per annum, compounded annually.
- (4) Strata fees not received by the tenth day of the month in which they are due are subject to a \$50.00 fine, which is in addition to any interest charged under Bylaw 1(3).
- (5) An owner shall indemnify the strata corporation on a solicitor and own client basis for all legal fees, taxes and disbursements incurred by the strata corporation in collecting overdue strata fees, special levies and any other sums owed to the strata corporation (including, but not limited to, fines and other amounts assessed against the owner under these bylaws or the Act).
- (6) An owner whose payment is returned NSF shall pay to the strata corporation the amount of any service charge or other fee charged to it as a result thereof.

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, maintain and regularly clean it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. Where the owner does not take action to repair the limited common property, the strata corporation will undertake the repairs and recover the costs of said repairs from the owner.
- (3) Where the common or limited common property has been altered by an owner with the approval of the council and it was term or condition of that approval that the owner and subsequent owners be responsible for the costs of the repair and maintenance of that

alteration, then an owner who has the use and enjoyment of the altered common or limited common property or benefits from the alteration shall be responsible for the costs of the repair and maintenance of the alteration which would otherwise not have been incurred by the strata corporation.

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 (quiet hours shall be between 11:00 pm and 7:00 am),
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal,
 - (e) unreasonably increases the risk of fire,
 - (f) creates a risk that the strata corporation's insurance will be void; or
 - (g) 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, namely as residential premises.
- (2) An owner, tenant, occupant or visitor must not:
 - (a) Throw items from any window or balcony;
 - (b) Display Christmas lights and decorations on the common or limited common property except between December 1 and January 31;
 - (c) Attach decorations or any other item to the exterior of a building using screws, nails or any similar fastener;
 - (d) Use the common property for the purposes of storage;
 - (e) Store in or about a strata lot, the limited common property or the common property any item or substance which would be considered an unreasonable fire hazard;
 - (f) Place any item on or do any act which would be likely to damage or interfere with the growth of the lawn, plants, bushes and other vegetation on the common property;
 - (g) Remove any plants, bushes, shrubs or trees from the common or limited common property without the written permission of the strata corporation;
 - (h) Plant bushes, shrubs or trees on the common or limited common property without

- the written permission of the strata corporation;
- (i) Obstruct the common property or interfere with another person's use of the same;
 - (j) Allow a strata lot to become unsanitary;
 - (k) Use bird seed feeders or feed squirrels, rodents or wild animals on the common or limited common property;
 - (l) Hang laundry, sheets, blankets or clothing on the common or limited common property or in the window of a strata lot;
 - (m) Enter any area of the common property to which access has been restricted (the council may restrict access to an area for reasons of safety or security);
 - (n) Roller skate, roller blade, skate board, use a scooter on the paved areas of the common property;
 - (o) Allow a child under eight (8) years of age to ride a bicycle on the common property without adult supervision;
 - (p) Leave overhead garage doors open when not in the garage or on the driveway apron;
 - (q) Except as allowed by law, canvass or solicit others by going door to door;
 - (r) Interfere with, confront, harass or attempt to give instruction or direction to trades and contractors hired by the strata corporation;
- (3) 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.
- (4) The patios, decks, and balconies and yards adjacent to, attached to or designated for the exclusive use of a strata lot must not be used for the purpose of storage.
- (5) Only patio furniture, barbeques fuelled by propane or electricity, potted plants and planter boxes capable of being lifted by one person shall be placed on the patios, decks or balconies. Baskets and window boxes are not to be attached to balcony railings.
- (6) All window coverings visible from the outside of the building shall be a neutral colour so as not to detract from the appearance of the building. No other items may be displayed in any window;
- (7) Subject to Bylaw 13 [for sale signs] and electoral legislation, no object such as signs, advertising, notices, or placards shall be erected or displayed on common or the limited common property or a strata lot such that it may be visible from the exterior of the strata lot.

- (8) No awning, shade screen, satellite dish, radio or television antenna, air conditioner, heat pump, patio cover, clothes line, greenhouse or other such items shall be hung from or attached to the exterior of any building or placed on the limited common and common property, without the prior written approval of the council.
- (9) An owner, tenant or occupant must not place a hot tub or swimming pool on the common or limited common property.

4. Smoking

- (1) An owner, tenant, occupant or visitor must not smoke tobacco, marijuana (except as permitted by bylaw 43) or any similar organic substance nor use an e-cigarette or other vaporiser:
 - (a) on the interior common property, such as but not limited to the clubhouse;
 - (b) on a balcony, deck or patio;
 - (c) on the exterior common or limited common property within six [6] meters of a door, a window or an air intake vent;
- (2) An owner, tenant, occupant or visitor who, within a strata lot:
 - (a) smokes tobacco, marijuana or any similar organic substance; or
 - (b) uses an e-cigarette or other vaporiser

must not permit the smoke, odour or vapours to escape their strata lot such that it can be smelled by another resident.

5. Strata Lot Uses and Occupancy

- (1) Subject to subparagraphs (2) and (3) below, a strata lot shall only be used as a single-family dwelling and shall not contain secondary living quarters.
- (2) For the purposes of this bylaw the following classes of persons shall be considered part of a "single family":
 - (a) a live-in-caregiver; and
 - (b) a roommate who resides or intends to reside in the strata lot for a period of greater than 30 days;
- (3) Subject to subparagraph (4) a strata lot shall not be used for commercial purposes or the operation of a business.
- (4) An owner, tenant or occupant may operate a home based business provided that:
 - (a) the bylaws of the municipality permit them to do so;

- (b) they comply with all requirements and conditions contained in the municipal bylaws, including maintaining a valid business license;
 - (c) the business does not involve clients or customers of the business attending the strata lot;
 - (d) the business does not involve routine deliveries of products and goods to the strata lot (other than the occasional courier);
 - (e) the business does not involve:
 - (i) the use of hazardous or dangerous materials;
 - (ii) the use of machinery product;
 - (f) the operation of the business does not produce an unreasonable level of noise or odours;
 - (g) the owner, tenant or occupant maintains commercial liability insurance in an amount of no less than \$1 million;
 - (h) the owner or occupant advises the strata corporation of the operation of said home based business.
- (5) Subject to subsection (6), no person under the age of 19 years shall occupy or reside in a strata lot for greater than 60 days (cumulatively or consecutively) in a calendar year.
- (6) An owner may, in writing to the council, request permission on the basis of extenuating or extraordinary circumstances which are reasonably beyond their control for an extension of the 60 days period above. Council shall provide a response within 30 days of receipt of the request and shall not unreasonably refuse the request. Where approval is granted the council shall set a period of time at which the extension shall come to an end and the person who is under 19 must cease residing in or occupying the strata lot.
- (7) An owner, tenant or occupant must not:
- (a) use or allow their strata lot (or any part of it) to be used for the purposes of providing accommodation for the general public nor as part of a vacation rental program, short term accommodation arrangement (being less than 30 days), room rental, home exchange or other similar arrangement. For greater clarity, the hosting of a single foreign student as part of a homestay or exchange program is not prohibited.
 - (b) allow, permit, agree or otherwise grant a license to, in exchange for money or other consideration, a person who ordinarily resides outside the strata corporation to occupy their strata lot while that owner, tenant or occupant is absent from the strata lot.

6. Pets

- (1) An owner, tenant or occupant must not keep any more than two pets in a strata lot.
 - (a) for the purposes of this section, pet is defined as either a dog or cat.
- (2) An owner, tenant or occupant who keeps a pet must provide the strata corporation with the following information within 2 business days of the pet being brought into the strata lot:
 - (a) the breed and colour of the pet;
 - (b) the name of the pet;
 - (c) the number of the strata lot in which the pet is kept;
 - (d) the name(s) and phone number(s) of the pet's owner(s); and
 - (e) proof of licensing where the pet must be licensed by law.
- (3) Dogs and cats must wear a collar with a tag identifying the owner of the animal.
- (4) No dog may exceed 15 inches in height at the withers.
- (5) All pets must be on a leash not exceeding 6 feet in length (or otherwise secured) and under the control of their owner while on the common property.
- (6) A pet's owner must promptly remove any animal waste left by the pet on the common property;
- (7) Pets which are, at the discretion of the council, considered to be a nuisance or a danger may be ordered in writing to be removed from the strata lot. An owner, tenant or occupant shall have thirty (30) days to comply with any such order.
- (8) Visitors who bring pets onto the common property must comply with these bylaws as they pertain to pets.

7. 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) Within 2 weeks of a tenant residing in a strata lot, the owner of that strata lot must provide the strata corporation with the tenant's name, strata lot number and telephone number.

8. Obtain approval before altering a strata lot

- (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration, addition, change or improvement to a strata lot that

involves any of the following:

- (a) the structure of a building;
 - (b) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (c) doors, or windows on the exterior of a building, or that front on the common property;
 - (d) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (e) common property located within the boundaries of a strata lot;
 - (f) any portion of the plumbing, electrical, heating or fire suppression/detection systems; or
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but as a condition of its approval, it may require an owner, tenant or occupant to:
- (a) present design drawings and specifications pertaining to the proposed work (including a letter of assurance from a structural engineer regarding any structural changes which form part of the work);
 - (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (c) install or utilize certain materials or products;
 - (d) obtain all necessary permits and governmental approvals (including final inspection certificates) and provide copies thereof to the strata corporation;
 - (e) provide proof of third party liability insurance in an amount specified by the strata corporation;
 - (f) in the case of a tenant or occupant making the request, provide written approval of the changes by the owner; and
 - (g) provide such other documents or comply with any other terms and conditions as it may reasonably consider necessary in the circumstances, including having the owner enter into a written agreement that they shall be responsible for any future repair and maintenance costs relating directly or indirectly to the alteration
- (3) If approval is granted under subsection (1), only licensed and qualified trades may carry out work on the electrical, plumbing, heating and fire suppression systems.
- (4) The strata corporation, at an owner's expense, may return to its previous condition any alteration, addition, change or improvement which has been made and has not been approved.

9. Prohibition on altering common property

No owner, tenant or occupant may make any alteration, addition, change or improvement to common property, including limited common property or common assets.

10. 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:
 - (i) inspect, repair or maintain common property (including limited 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; or
 - (ii) investigate allegations of a breach of a bylaw or rule upon receipt of a complaint that a bylaw or rule has been breached; or
 - (iii) remedy the contravention of a bylaw or rule under section 133 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.

11. Garbage

- (1) Any articles or material, other than normal household garbage and recyclables being disposed of must be removed by, and at the expense of, the owners, tenants and occupants of the strata lot from which the articles or materials originated.
- (2) No item which is required by law to be recycled or placed in an organic waste container shall be placed in the garbage.
- (3) Waste removal containers must be stored inside a garage except on the designated pickup day.
- (4) Containers cannot be placed curb side on the designated pickup day before 5:00am and must be removed after pickup on the same day.
- (5) Removal of all boxes and waste which is a result of a move is the responsibility of the owner(s), tenant(s) or occupant(s) moving in. Costs incurred by the strata corporation in removing such items will be charged to the strata lot.

12. Parking

- (1) Subject to subsection (8), except for the purposes of loading and unloading, no person shall park a vehicle on the common property (including roadways and fire lanes) other than in a designated parking space.
- (2) Persons driving vehicles must not exceed the posted speed limit.
- (3) No repairs to motor vehicles may be made on the common or limited common property except in an emergency.
- (4) Motor vehicles dripping oil, gasoline or any other fluid may, at the discretion of the council, be prohibited from entering upon the common property until repaired. Owners of motor vehicles leaving or dripping fluids onto the common or limited common property shall promptly clean up the same.
- (5) Except in the case of moving trucks, which are not tractor trailers, garbage trucks and delivery / commercial vehicles, vehicles exceeding 4000 kg GVW shall not be parked or brought onto the common property. Moving trucks and delivery trucks must only use the 152nd street entrance.
- (6) Recreational vehicles, trailers and boats must not be parked or stored on the common or limited common property.
- (7) Visitors using the visitor parking area
 - (a) may only do so for a maximum of 72 consecutive hours without written permission of the council;
 - (b) must display on their dash an approved visitor parking pass if parked between the hours of 11pm and 7 am;
- (8) Residents must not park their vehicle
 - (a) in parking spaces designated as visitor parking;
 - (b) on a driveway apron.
- (9) Vehicles must not be washed in a location or manner which causes a hazard to others.
- (10) Any vehicle found to be in violation of any provision of this bylaw or of a rule pertaining to parking of vehicles may, at the discretion of the council, be towed at the expense of the owner of the vehicle.

13. Resale of Strata Lots

- (1) For Sale signs and other advertising regarding strata lots for sale shall only be posted on the directory board created by the strata corporation for that purpose and must be removed within 7 days of a binding contract for purchase and sale being entered into.

- (2) An owner or their licensed real estate agent may hold an open house provided they provide written notice to the council of their intention to do so at least one week before the date of the open house.
- (3) Realtor lock boxes are not permitted on the common or limited common property,

Division 2 - Powers and Duties of Strata Corporation

14. Repair and maintenance of property by strata corporation

- (1) Subject to Bylaw 2(3), 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 (but excluding items attached to the common property by an owner);
 - (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, patios, decks, balconies and other things attached to the exterior of a building;
 - (D) doors and windows (including frames) on the exterior of a building or that front on the common property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.
 - (d) A strata lot, 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, decks, balconies and other things attached to the exterior of a building,
 - (iv) doors and windows (including frames) 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

15. Acquisition and Disposal of Personal Property

For the purposes of section 82(3) of the Act, the strata corporation may acquire or dispose of personal property of the strata corporation up to and including \$1,000.00 in value without approval by way of a resolution of the owners passed by a 3/4 vote. If the acquisition is approved as part of the Operating Budget, then the amount for the purposes of section 82(3) shall be the amount set out in the Operating Budget.

Division 3 - Council

16. Council size

The council must have 3 to 7 members.

17. Council Membership

- (1) Subject to the other provisions of these bylaws, the spouse (as defined in Regulation 8.1(2) of the Act) of an owner, may be elected to council provided that the spouse who is an owner has waived, in writing, their right to be elected to council.
- (2) Where the strata corporation is entitled to register a lien against a strata lot under section 116 of the Act, the owner of that strata lot is ineligible for election to the council and where that owner is already a member of the council, they shall be deemed to have resigned from council upon registration of a lien.

18. Council members' terms

- (1) The term of office of a council member ends with the election of a new council.
- (2) A person whose term as council member is ending is eligible for re-election.

19. Removing a council member

- (1) The strata council may, by a resolution passed by a vote of all the council members (except the member who they are seeking to remove), choose to remove a council member.
- (2) If a strata council member has been unable or unwilling to act for 3 months or has failed to attend a total of 3 council meetings in a fiscal year they shall be deemed to have been removed from council.
- (3) The owners within 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.
- (4) After removing a council member under (3), 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.

20. Replacing council member

- (1) If a council member resigns or has been removed pursuant to Bylaw 19(1) or (2), the remaining members of the council must appoint a replacement council member for the remainder of the term, unless there is no person who is willing to fill the position.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

21. 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) The council, by majority vote, may remove an officer from their office (but not from council) and may (except in the case of the president) appoint a replacement officer from among themselves for the remainder of the term.
- (5) The secretary shall serve as privacy officer under the *Personal Information Protection Act* unless another council member is appointed to that role.

22. Limit 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 to be done in the exercise or intended exercise of any power or duty of the council.
- (2) Subparagraph (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

23. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members 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 or urgent 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.

24. Quorum of council

- (1) A quorum of the council is
 - (a) 2, if the council consists of 3 or 4 members,
 - (b) 3, if the council consists of 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

25. 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) a hearing requested by an owner or tenant;

- (d) review of correspondence regarding breach or an alleged breach of the bylaws;
- (e) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

(5) Despite subsection (3) the council may vote to ask an observer to leave if such observer is interfering with the meeting.

26. 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) 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.
- (4) For the purposes of this bylaw, "majority vote" means a vote in favour of a resolution by more than 1/2 of the votes cast by council members who are present and who have not abstained from voting.

27. 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.

28. 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,
- (c) whether a person should be denied access to a recreational facility, or
- (d) whether to grant an exemption under section 144 of the Act;

29. 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.

30. Unapproved Expenditures

For the purposes of section 98(2) of the Act the maximum unapproved expenditure, together with all other unapproved expenditures, shall not exceed \$5,000.00.

Division 4 - Enforcement of Bylaws and Rules

31. Fines

- (1) The Strata corporation may fine an owner or a tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw, other than a rental bylaw;
 - (b) \$500.00 for each contravention of a rental bylaw; and
 - (c) \$50.00 for each contravention of a rule.
- (2) Fines, the costs to remedy a bylaw contravention and other similar amounts levied by the strata corporation must be paid within 14 days of being levied. Where an owner or tenant fails to pay the same when due, the strata corporation may take steps to collect the amount(s) and the owner or tenant shall indemnify the strata corporation for all expenses and costs (including legal fees, taxes and disbursements on a solicitor and own client basis) incurred by the strata corporation in collecting the same.

32. Continuing contravention

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

Division 5 - Annual and Special General Meetings

33. Failure to Reach Quorum

Pursuant to section 48(3) of the Act if within fifteen (15) minutes of the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned for fifteen (15) minutes. At the time the meeting is reconvened, those eligible voters present shall constitute a quorum. In the event that one or more eligible voters leave during the course of the meeting, the quorum shall be reduced to the number of eligible voters then present.

34. Person to chair meeting

- (1) Subject to subsections (2) and (3) 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, including a strata manager.

35. 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.

36. 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) A vote must be held by secret ballot, if the secret ballot is requested by an eligible voter, unless the chair has already decided on another form of vote under subsection (3).
- (7) A vote for strata lot may not be exercised, except on matters requiring a unanimous vote or an 80% vote, if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.
- (8) Each person elected to the strata council must be elected by a majority vote, unless the owners present in person and proxy at the annual general meeting, by majority vote, approve another method of election.

37. Order of business

- (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

- (2) No person may make an audio or video recording of any part of a general meeting except where doing so is approved by majority vote of the owners present in person or by proxy at the meeting.

38. Summary Financial Statements

Pursuant to Regulation 6.7(3) the strata corporation may distribute with its Notice of Annual General Meeting, financial statements in summary form.

Division 6 - Additional Bylaws

39. Insurance Deductible and Damage to Property

- (1) For the purposes of section 149(4)(b) of the Act "major perils" shall include the peril of "earthquake" in addition to those perils listed under Regulation 9.1(2).
- (2) The owner of a strata lot shall be obligated to pay to the strata corporation upon demand the amount of any insurance deductible paid by the strata corporation in relation to any claim made under or against the strata corporation's insurance policy, where:
 - (a) the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the cause of the claim: or
 - (b) the source of the damage giving rise to the claim originated in that owner's strata lot (other than from common property within the strata lot).
- (3) If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure and:
 - (a) the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the cause of the claim; or
 - (b) the source of the damage giving rise to the claim originated in that owner's strata lot (other than from common property within the strata lot), the owner shall pay directly any deductible related to such claim.
- (4) The strata corporation, subject to the terms of the Act and these bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair (or otherwise choose to repair) and which is not covered by the strata corporation's insurance policy for which:
 - (a) the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible; or
 - (b) the source of which originated in that strata lot (other than from common property within the strata lot).

- (5) The strata corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this bylaw shall act to restrict the rights of the strata corporation pursuant to section 133 of the Act.
- (6) The owner of a strata lot shall be obligated to pay to another owner the reasonable costs (including any insurance deductible paid by them) to repair any damage to that other owner's strata lot (not otherwise covered by an insurance claim under the strata corporation's policy) for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in the owner's strata lot (other than from common property within the strata lot)
- (7) The strata council, acting reasonably, and after having provided an owner facing liability under this bylaw with an opportunity to make submissions to the strata council, shall determine whether or not an owner is responsible for damage or whether the source of the damage originated within the owner's strata lot.
- (8) Where the strata corporation carries out emergency repairs (including taking steps to limit damage) to a strata lot, and such repairs are not covered by the strata corporation's insurer as part of a claim or otherwise recoverable under subsection (3), the owner of that strata lot to which the repairs were done shall pay to the strata corporation the costs incurred by it in doing so.

40. Court Actions

- (1) In accordance with section 171(4) of the Act the authorization referred to under section 171(2) of the Act is not required for a proceeding under the Small Claims Act. Such proceedings may be commenced with the approval of the council only.
- (2) The strata corporation, in enforcing the Act, the bylaws or the rules against or in collecting money owed to the strata corporation (including money owing as a fine or otherwise assessed as owing) from one or more owners, tenants or occupants of a strata lot shall (unless the court or arbitrator orders otherwise) be entitled to recover from that owner, tenant or occupant (or one or more of them jointly and severally) its legal costs on a solicitor-and-own-client basis.

41. Rental Restrictions

- (1) Subject to the Act, the rental of strata lots (either partly or entirely) is prohibited.
- (2) Should an owner rent a strata lot to a family member (as defined by the Act), obtain permission under section 144 of the Act to rent on the basis of a hardship or rent under any other statutory exemption to this bylaw that owner must submit a signed Notice of Tenant's Responsibility to the Strata corporation within the time limit allowed under the Act.
- (3) An owner who fails to submit a signed Notice of Tenant's Responsibility within the time limit allowed under the Act shall be subject to a fine in the amount of \$100.00 for every month or part thereof that the strata lot is rented, and the strata corporation is not in

receipt of a signed Notice of Tenant's Responsibility.

- (4) An owner who rents a strata lot contrary to this bylaw shall be subject to a fine of \$500.00.
- (5) For the purposes of this bylaw, the rental or leasing of a strata lot shall be defined to include occupancy of a strata lot, regardless of whether or not money or other consideration is paid for the right to occupy the strata lot, by:
 - (a) a person who is not an owner, without the owner also residing in the strata lot, for a period of greater than sixty (60) days; or
 - (b) different persons who are not owners, without the owner also residing in the strata lot, for periods of less than sixty (60) days, but which total more than sixty (60) days in a calendar year.

42. Access Control System

The strata corporation may install and operate an access control system in relation to the entry doors and certain other areas of the common property (i.e. recreation facilities and storage areas) and shall establish a policy in compliance with the Personal Information Protection Act for the operation of the system and the use and storage of information collected by it. Owners, tenants and occupants of the strata corporation are hereby deemed to have consented to the use, collection and disclosure of information recorded by the system so long as the same is done in accordance with the terms of the policy established pursuant to this bylaw.

43. Marijuana

- (1) For the purposes of this bylaw, a reference to "marijuana" shall include "cannabis".
- (2) Subject to (3) below, the smoking, cultivation, and alteration or processing of marijuana is prohibited within a strata lot and on the common and limited common property.
- (3) An owner, tenant or occupant with a valid medical marijuana license issued under the *Access to Marijuana for Medical Purposes Regulations* (a "License") will be permitted to:
 - (a) smoke marijuana in a strata lot only (excluding any balconies, decks or patios which may form part of the strata lot) provided that a medical doctor prescribes smoking as the only means by which it can be consumed;
 - (b) cultivate marijuana in a strata lot for their own use; or
 - (c) alter or process marijuana within a strata lot for their own use.
- (4) An owner, tenant, occupant or visitor with a License who smokes marijuana within a strata lot must not permit the smoke to escape the strata lot such that it can be smelled by another resident.

- (5) An owner, tenant, or occupant with a License who cultivates marijuana or alters the form of marijuana within a strata lot must not permit any fumes or odours created by doing so to escape the strata lot such that it can be smelled by another resident.
- (6) An owner, tenant, or occupant with a License who plans to undertake any of the activities described in this bylaw, or any other activities related to medical marijuana must:
 - (a) prior to undertaking such activity, provide a copy of their License to the strata corporation;
 - (b) comply with all relevant federal, provincial, and municipal statutes, regulations, bylaws, and rules regarding the production and processing of marijuana;
 - (c) allow the strata corporation access to their strata lot in accordance with the strata corporation's bylaws to ensure compliance with such laws;
 - (d) prior to installing any equipment related to the cultivation of marijuana for medical purposes, obtain approval from the strata corporation with respect to the proposed location and method of installation. While the strata corporation may not unreasonably withhold approval, it may require, as part of granting approval, that such things to be done and such steps to be taken as may be necessary to protect the building and limit the impact of the effects of the cultivation on other residents;
 - (e) not alter or process marijuana by a method or in a manner which is unsafe and poses an unreasonable risk to the building(s);

44. Clubhouse area facilities

- (1) The recreation facilities are for the use of the residents and invited guests only. A resident "must" accompany their guests when using these facilities;
- (2) The strata council may from time to time, prescribe Rules related to the use of the clubhouse recreation facilities and upon publication of a Rule so made by the strata council, the same shall be binding on each occupier, his/her visitors and guests (whether an owner or not) of a strata lot;

THE PENINSULA VILLAGE
THE OWNERS, STRATA PLAN LMS 133
INFORMATION FOR STRATA LOT OWNERS AND
A CONDENSED VERSION OF
STRATA CORPORATION BYLAWS,
RULES AND REGULATIONS

As Approved By Council Following the Meeting Held on 4 December 2007

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DEFINITIONS:

Annual General Meeting - a meeting of the Strata Corporation (all registered owners) held each year, with not more than 13 months elapsing between successive meetings, as required by the *Strata Property Act*.

Bylaws - the laws set out in accordance with *Strata Property Act* to govern the operation of the Strata Corporation. These may be altered or repealed only under provisions of the Act

Common Property - this is the area outside the exterior of each strata lot and includes the exterior of each building, landscaping, roads, street lighting, parking areas, ducts, wires, etc.

Special General Meeting - refers to any general meeting of the Strata Corporation, other than the Annual General Meeting, called for a specific purpose.

Limited Common Property - common property which is for the exclusive use of each a resident such as front and back patios, balconies or garden areas attached to patios.

Strata Lot - the interior of each unit, midway between walls separating the units, up to the roof sheathing including doors and windows.

Rules - the policy as set out by the Strata Council relating to the ,safety, use and condition of the common property and assets of the Corporation.

Strata Corporation - the owners of the strata lots collectively.

Strata Council - members elected for a one or two year term at the Annual General Meeting to represent the Strata Corporation, administer common property and enforce bylaws and rules on behalf of the Strata Corporation.

Unit Entitlement - means the unit entitlement of a strata lot as set out on the Strata Plan, and indicates the share of an owner in the common property, common facilities and other assets of the Strata Corporation and is the figure by reference to which the owner's contribution to the common expenses of the Strata Corporation is calculated.

INTRODUCTION

The convenience and comfort of condominium living, the sense of belonging to an adult oriented community, the feeling of security, the attractiveness of the architecture and landscaping - these are probably some of the reasons you have chosen to live at Peninsula Village.

Each resident must be prepared to sacrifice some of the privileges of single-house living. While toleration and compromise are essential, your Strata Council nevertheless is charged with the responsibility of seeing that the bylaws and rules of Peninsula Village, in addition to those specifically provided for in the *Strata Property Act* are enforced to the benefit of all strata lot owners.

In general, the Act gives the Strata Corporation the right to make and enforce bylaws and rules to ensure the peaceful and orderly operation of our Strata Corporation. The Bylaws state that:

- (a) an owner shall use and enjoy the common property, common facilities, or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families, or visitors;
- (b) an owner shall not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not.

RESPONSIBILITIES OF OWNERS

Bylaws providing for the control, management, administration, use and enjoyment of common property are outlined in the *Strata Property Act*, Part 5 as well as the attached additional Bylaws approved by the Owners;

An Owner shall:

- (a) permit the Strata Council or its agents to inspect and repair any common property (wiring, drains, etc.);
- (b) carry out any work ordered by a competent authority and pay all taxes or charges against his/her strata lot;
- (c) repair and maintain his/her lot, and areas allocated to his/her exclusive use;
- (d) use the common property without interfering with the use or enjoyment of others;
- (e) refrain from causing a nuisance or hazard;
- (f) notify the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his/her strata lot;
- (g) comply strictly with the Bylaws of the *Strata Property Act*, the Strata Corporation and the rules and regulations issued by Council;
- (h) receive the prior written permission of the Strata Council before undertaking alterations to the interior, exterior or structure of the strata lot, which permission shall not be unreasonably withheld. [Div 1:8]
- (i) notify the Strata Council when the strata lot is listed for sale [Div 7:36(1)] and 1 week prior to an open house.[Div 7: 36 (5)]

STRATA COUNCIL - COMPOSITION AND DUTIES

At each Annual General Meeting, the owners shall elect a Strata Council to serve for 1 or 2 years. At each Annual General Meeting of the Strata Corporation, all members of the Council whose term is ended shall retire from office and a new council shall be elected. A retiring member may be re-elected. Only one owner from each strata lot is eligible for election, but a member may be re-elected. Any vacancy occurring during the year may be filled by the remaining council members.

The Strata Council shall:

- (a) make rules and regulations for the use, safety and condition of all;
- (b) fix fines or other means of enforcing the bylaws and rules ;
Maximum fines: a) \$200.00 for each contravention of a Bylaw; and
 b) \$50.00 for each contravention of a rule
- (c) fix a contingency reserve fund not less than 10% of the total annual budget until, in the opinion of council, a sufficient reserve has been reached and then raise further amounts as replacement of funds from time to time, as they think necessary, and;
- (d) be responsible for:
 - i. the control, management and administration of the common property;
 - ii. the maintenance of lawns, parking areas and amenity buildings;
 - iii. repair of wiring, ducts, drains, exterior of buildings, fences, roads and common property **(including doors and windows)**
 - iv. payment of all approved expenditures.

Council meetings are held in the Clubhouse. Individual owners may attend for information purposes, but owners or delegations wishing to speak on matters affecting the Corporation must advise the Chairman in writing, seven days in advance, stating the details of the business to be presented: such advice must be signed by those owners wishing to attend.

Other requests or complaints may be addressed in writing either to the Council or to Leonis Management, property managers for Peninsula Village. There is a Council mailbox located in the Clubhouse for these purposes, e-mail's not accepted.

MANAGEMENT

To assist the Strata Council in managing the affairs of the Corporation, the Corporation retains the services of Leonis Management & Consultants Ltd. One of the duties assigned to Management is the collection of monies on behalf of the Corporation, and the expenditures therefrom, on the advice and authority of Council. There is a management agreement, which specifies the duties and responsibilities of the management company.

Any communication between an owner and management should be directed to:

Leonis Management & Consultants Ltd.
108 - 5455 - 152nd Street
Surrey, BC
V4S 5A5
Phone: 604-575-5474
Fax: 604-575-5476

- Property Manager

Responsibilities of Management are as follows:

1. giving assistance and direction to Council on interpreting and enforcing the provisions of the *Strata Property Act*;
2. assisting in preparing the annual operating budget and determining and collecting monthly strata fees;
3. in liaison with Council, being responsible for the maintenance of the common areas, including roads, street lighting, landscaping and lawn care, garbage collection, etc.;
4. banking and accounting of all Corporation funds;
5. attending General meetings and Council meetings, as required;
6. preparing monthly Financial Statements;
7. attending to administrative and operating functions as required by the Strata Council.

All complaints and problems of owners (other than emergencies) must be submitted in writing to either the Management Company office or Strata Council via the Council mailbox located in the Clubhouse.

INSURANCE

Management and Council have on file a copy of the Strata Corporation insurance policy. Currently, each unit is insured for:

1. All Risk and Fire at current replacement value;
2. Earthquake coverage;
3. Blanket Glass coverage for accidental breakage, subject to \$100.00 deductible;
4. Comprehensive Liability;
5. Extended living expenses when the residence is uninhabitable.

Exclusions:

- (a) Personal belongings;
- (b) Betterments and improvements made to strata lots by individual strata lot owners.

Note: You are urged to take out a Personal Insurance Policy to cover personal effects, furnishings, and any betterments or improvements.

FINES, PENALTIES and ARREARS

The financial well-being of Peninsula Village depends on the timely payment of strata fees. Monthly strata fees are due the first of each month for that month. Council wishes to point out that the collection of monthly maintenance fees is a large enough task, even under the best of conditions. It is costly and an unfair burden on Management to be continually sending out "reminders" and "demands" and it is suggested that the most convenient method of paying monthly assessments is with a series of post-dated cheques, or automatic withdrawals. All cheques for payments due to the Corporation should be made out to the order of "The Owners, Strata Plan LMS 133" and sent to Leonis Management & Consultants Ltd.

Strata Property Act, gives Council the right to remove privileges or fix fines for breach of bylaws or rules [Div 4;25}. If necessary, Council will exercise its rights as it deems necessary. The amount of any fine levied by Council shall be determined by Bylaw, and such amount shall be added to the strata fee payable by the offender for the ensuing month and shall form part of the said maintenance fee owing.

FIRE REGULATIONS

Parking on any roadway or any other marked or designated No Parking area, is **prohibited under Surrey Fire Regulations. [Div. 7, 35(3)]**

Vehicle Parking is only permitted in lined designated parking stalls.
Resident parking is only permitted in their garage. [Div 7;35(4)]

No hazardous material is to be stored on your premises.

GARDENING

Where an owner desires additional shrubs, trees, or plants on common property or in existing beds adjacent to his/her unit, he/she must first obtain permission from Council. Such permission will not be unreasonably withheld. Approval for the planting of spring bulbs, annuals, etc. is not required.

For safety reasons, flower boxes must be on the inside of the upper deck railings. All planters placed on balconies must be able to be lifted and moved by one person alone. Also indoor – outdoor carpet may not be put on the balcony floors, patios or decks. [Div.7: 33(2)].

Owners are reminded that their registered strata lot is the interior of their unit only. The exterior of the building is common property in which each owner has a share in proportion to the unit entitlement of his strata lot.

Any owner wishing to make changes or improvements to common property must submit plans to council, together with a written submission giving reasons for such change or improvement.

Council is concerned with protecting the original character and architectural design of the development. For this reason, no exterior appurtenances such as antennas, air conditioning devices, clothes lines or racks, signs, etc. will be allowed. Also, no awnings are allowed. Storage space for such items is provided in the garage or within the strata lot. [Div 1; 6]

All window coverings visible from the exterior shall be of a neutral tone. Owners are not permitted to repaint the exterior, stain or paint fences, or erect any structure without prior permission of Council.

Satellite Dishes – Written application to council is required for permission to install a satellite dish.

VEHICLES AND PARKING

Each strata lot has been provided parking space for up to two vehicles, in the garage. Because all roadways are fire lanes, roads must be kept clear. Please note the following restrictions:

1. There are no reserved parking spaces within Peninsula Village. All parking spaces are for **Visitors Only**. [Div 7; 35(4)], and are on a first come first serve basis.
2. Residents shall use the garage parking space which has been specifically assigned to their strata lot. Exceptions to this are only by the written consent of Council under special circumstances. Private arrangements may be made for the use of another owner's garage space.
3. If a visitor's vehicle is to be parked overnight in any of the available spots a decal issued to all residents showing the unit # must be hung inside the vehicle, over the rear view mirror. Specific consent of Council is required for a guest to park for a period longer than 72 hours (owners are responsible for their guest's parking in marked stalls only, preferably by the club house.);[Div 7 35 (8)]
4. No motor vehicle, trailer, boat or equipment of any kind shall be stored on any common property
5. There is a maximum speed limit of 15 km/hour within Peninsula Village. [Div 8 (34:7)]
6. Loud motor vehicles, motorcycles, motorbikes, minibikes or motor scooters are prohibited except directly to and from a residence;
7. Gate opener distribution is made to strata lot owners only, and will be limited to persons who qualify, such as immediate family members of driving age (related by blood, marriage or legal adoption), and residing in the residence of the strata lot owner.

There is absolutely **NO** parking on the roadways, these are considered fire lanes are under the control of the city of Surrey bylaw enforcement.[Div 8 (34:4)]

PETS

1. Peninsula Village falls under the jurisdiction of the leash law of the City of Surrey;
2. Any pet (dog or cat) not in the unit of his/her owner, must be restrained by a leash, not over ten feet in length;[Div 1 (4:4)]
3. People walking an animal must carry a proper utensil for the removal and disposal of the animals litter;[Div 1 (4:5)]
4. Pet size is restricted to 15 inches high at the shoulder. Only 2 pets are allowed unit;[Div 1 (4:1)]
5. Visiting pets are the full responsibility of the unit owner; and fall under the Bylaw –re leashes and picked up..[(Div 1 (4:6)]
6. The Strata Council is empowered to levy fines or take actions deemed necessary [Div4 (23:1)]against the strata lots of owners in contravention of the Rules and Regulations of Peninsula Village as they relate to Pets:
7. If you have a pet(s), complete attached registration form and submit to Council. This includes the Surrey Dog Licence number, which is the law in Surrey.[Div 1 (4:2)]

CLUBHOUSE AREA FACILITIES

1. The recreation facilities are for the use of residents and invited guests only. A resident must accompany their guests when using these facilities.
2. The Strata Council may from time to time prescribe Rules and Regulations governing the use of the Clubhouse.
3. Use of the Clubhouse for private social functions is permitted for residents only and requests for booking shall be made in writing to the Council;

RENTING/LEASING OF STRATA LOTS

Peninsula Village Bylaws provide specific rules governing the renting or leasing of any strata lot.

GENERAL HOUSEKEEPING

1. Please ensure that undue noise, such as radio, stereo or television, does not disturb your neighbours. No noise shall be allowed outside a strata lot between the hours of 10:30pm and 07:00am . [Div.1 (5:1)]
2. All gutter cleaning, as necessary, will be performed by a maintenance company approved by and under contract to the Strata Corporation. Maintenance and repair of windows is the responsibility of the Corporation.
3. Common property is not to be used for storage purposes, unless specifically designated. Owners shall keep patios and balconies in a neat and tidy fashion; [Div 8 (34:2,3)]
4. Garbage should be placed in proper containers and placed curb side in front of your unit on collection day. Garbage cans shall be removed the same day and stored in the Owners' garage;[Div 8 (33:1)]
5. It is the responsibility of each owner to keep his adjacent garden areas tidy. Regular watering will cut down on maintenance expense;
6. Christmas lights or decorations may be affixed to fascia boards, trees or a shrub, providing no damage is sustained. Lights and decorations shall not be put up before the middle of November and may not be lit prior to December 1st annually. All lights and decorations are to be removed no later than January 31st annually.
7. The units are heated with radiant heat and requires that the water to be left on at all times, to prevent the boiler from running dry.

SELLING UNITS

- 1 Council is to be notified when a property goes up for sale [Div 8 (35:1)]
- 2 Council requires 1 week's notice before an open house is held. Div 8 (35:4)]
- 3 Council is to be notified promptly of any change of ownership. [Div 8 (35:1)]
- 4 Highway tractor trailer moving vans are NOT allowed in the complex [Div 8 (35:6)]

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THE PENINSULA - CLUBHOUSE RULES

Use of this clubhouse should be enjoyable for all residents.

HOURS OF GENERAL USE: 8am – 9:30pm

SMOKING: **NO SMOKING** in the clubhouse. **DO NOT** discard butts on lawns or borders outside.

PETS: Pets are **NOT ALLOWED** in the clubhouse.

HOUSEKEEPING: Please leave the clubhouse and all areas **CLEAN & TIDY**. Including washing and returning to the cupboard, dishes and glasses.

POOL TABLE: Table requires careful use. **DO NOT** scrape cloth with cues. **COVER** after use. **UNDER NO CIRCUMSTANCES MOVE THE POOL TABLE.** "

SHUFFLE BOARD: **DO NOT** stand anything on the surface.

NOISE: In consideration of the neighbours, **PLEASE** keep the noise level low. Noise bylaw is for quiet between 10:30pm and 8 am

THERMOSTATS: **RETURN THERMOSTATS TO 15 DEGREES UPON LEAVING.**

MINORS: Anyone under the age of 18 **MUST** be accompanied by an adult owner at all times.

ADDITIONAL RULES PERTAINING TO PRIVATE FUNCTIONS.

Rental is \$50 & Damage Deposit \$100. FRIDAY, SATURDAY & SUNDAY.

Due to prearranged complex activities, discretion will be used for special requests during the week.

RENTAL INCLUDES: Use of the clubhouse and contents (tables, chairs, coffee pot etc.) Two parking Spaces adjacent to the clubhouse can be reserved. **NOT THE MAIL ROOM.**

VISITOR ENTRY: GATES MUST REMAIN CLOSED & LOCKED AT ALL TIMES.

The clubhouse has a phone for gate admission; Guests dial 906 or remain in your unit to receive calls to allow your guest entry.

CHILDREN: Children must be **SUPERVISED**. In consideration of other residents they should **NOT BE** allowed to trespass on neighbours common area or wander the streets.

RESTRICTED USE: Private functions are for owners only, with their guests. Not to be used for business purposes.

LIQUOR: Must not be left unattended on the premises.

TIMES: Rental is from .11a.m. with the premises being vacated by 12 midnight. Clubhouse must be cleaned and in order by 11 a.m. the next day.

DAMAGE/ CLEANUP: Damage and clean up is the **RESPONSIBILITY** of the owner. Damage deposit will be returned less any damage or clean up costs.

PARKING: As parking is limited perhaps you can suggest car pooling to your guests.

THANK YOU FOR YOUR CO-OPERATION

I N S U R A N C E

COASTAL INSURANCE SERVICES LTD

The following outlines coverages provided by the insurers presently insuring your Strata Corporation. While it is not possible to provide in-depth analysis in resume form, it is hoped that the following is of value:

The Strata Property Act directs (Section 155) that, regardless of the terms of the policy,

- (a) the Strata Corporation;
- (b) the owners and tenants from time to time of the strata lots shown on the strata plan; and
- (c) the persons who normally occupy the strata lots

shall be deemed to be included as the named insured relative to insurance for the buildings, common property and common assets owned by the strata corporation.

Take special note here that the insurer of the corporation does not insure any personal property of the individual strata lot owner nor of any tenant.

This insurer provides coverage generally for the buildings, including strata lots, and all common property as defined by the Strata Property Act together with common facilities.

Common property is defined as so much of the land and buildings comprised in a strata plan that is NOT comprised in a strata lot, and includes pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, TV services, garbage, heating and cooling systems, and other services if they are located

i) within a floor, wall or ceiling that forms a boundary

- A) between a strata lot and another strata lot,
- B) between a strata lot and the common property, or
- C) between a strata lot or common property and another parcel of land, or

ii) Wholly or partially within a strata lot, if they are capable of being and intended to be used in conjunction with the enjoyment of another strata lot or the common property.

Common asset means

- a) personal property held by or on behalf of a strata corporation, and
- b) land held in the name of or on behalf of a strata corporation, that is
 - (i) not shown on the strata plan, or
 - (ii) shown as a strata lot on the strata plan;

It should be noted that "fixtures" built or installed on a strata lot, where they were built or installed as part of the ORIGINAL construction on the strata lot, are insured under the strata corporation policy. Once they are changed, the corporation insurance no longer applies. The regulations define "Fixtures" as items attached to the building, including wall and floor coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.

Section 152 of the strata Property Act states:

"The Strata Corporation may obtain and maintain insurance in respect of the following: (b) fixtures built or installed on a strata lot that were not built or installed by the owner developer as part of the original construction on the strata lot.

It is recommended that strata corporations pass resolutions to this effect to cover replacement items of similar value, such as carpets, cupboards etc. The strata corporation policy will then automatically extend to cover these items without picking up major upgrades and improvements that are the unit owner's responsibility. Be sure to notify your insurer if you do this. It will affect how they settle claims.

The agreement of guiding principles regarding property insurance for condominiums is more explicit. Your policy on the corporation also insures within the strata unit:

- i. storm doors, sashes and shades, blinds, screens, screen doors and awnings – but not curtains or drapes;
- ii permanently installed heating, ventilating and air conditioning units;
- iii permanently installed lighting fixtures, plumbing, kitchen and bathrooms fixtures plus cooking appliances. Note that residential refrigerators are not included;
- iv. floor coverings that are glued, nailed, tacked or secured by moldings or otherwise fixed to floor, including wall to wall carpeting

All of the foregoing refers to the replacement, being the amount required to restore the fixtures and fittings originally installed in the individual units but **NOT FOR IMPROVEMENTS OR BETTERMENTS**.

3. What are improvements and betterments? – Generally Personal Coverages

Improvements and betterments are deemed to be upgrading of items or fixtures in excess of those originally installed at the time of first occupancy; alterations, carpet upgrade, alternate wall coverings, more expensive bathroom fixtures, replaced or upgraded appliances, are a few of such items.

Improvements and betterments are not just those items that you have done personally but those upgrades or alterations that have been done by prior owners and acquired by you. Your unit owner's policy should respond to any excess cost for substituted items with others of improved quality or enhanced value. Floor and wall coverings are prime examples.

4. What isn't insured by your corporation's policy?

- These are called exclusions.

It doesn't insure any personal property owned by a strata lot owner. The strata corporation has no insurable interest in that property;

It does not insure the buildings as a warranty of fitness against such perils as settling, expansion, contraction, moving, shifting, or cracking;

It doesn't insure against defective construction or faulty materials or workmanship nor against gradual deterioration or wear and tear;

It doesn't insure against wet or dry rot - this is a building deficiency. Nor does it insure against fading colours or finish;

It doesn't insure against damage caused by water derived from natural sources that passes through basement walls, basement floors or foundations.

Once again this is classed as a building deficiency;

It doesn't insure automobiles or other licensed vehicles, even if damage occurs on private property - this is an JCBC matter;

It doesn't insure paving and driveways or concrete sidewalks or curbs, except for the peril or earthquake where this extension of coverage has been requested and the value included in a current appraisal.

Because the policy is an "All Risk" policy, the insurer agrees to insure against all risks of direct physical loss or damage except for the exclusions. Just to name a few of the more common perils, it insures the corporation against damage caused by fire, lightning, windstorm, smoke damage, hail, falling objects, malicious damage, water escape, sewer back-up, freezing, explosion, theft, landslide, flood, earthquake, riot, vandalism, and a multitude of other common events.

6. What is the basis of settlement in the event of Loss?

The vast majority of stratas insured by Coastal, are insured under the Coastal Manuscript wording, STR/09/98/R. The following comments refer to that wording only.

In case of loss, destruction or damage caused by an insured peril, it is understood and agreed to by the corporation insurer that settlement shall be based on the cost of repairing, reconstructing or replacing the insured property with like kind and quality without deductions for depreciation. If there are additional costs to repair where like kind and quality is no longer an acceptable standard or electrical, fire codes or zoning call for excess expenditure, the insurer will also honour those additional costs if they are caused by the insured occurrence. If, for some reason, civic code requires that an undamaged portion of a building (following a loss) is required to be tom down, the insurer also agrees to pay for the value of the undamaged portion and the accompanying costs to tear down that portion and clearing of the site ready for rebuilding. All, of course, to the full policy limits. It's important therefore to have adequate insurance limits.

While the insurer agrees to replace your property on a "new for old" basis, the repairs must be carried out with all reasonable dispatch and if, for some reason, it is decided not to rebuild by you, then the insurer has the option to reimburse on the basis as if the replacement endorsement had not been added to your policy. The basis is then depreciated value.

The insurer also agrees that because of a statement of values on file with us as your representatives, that they will remove the co-insurance clause and pre-agree that the amount insured is correct and no co-insurance penalty will be a consideration in the event of loss.

If the property has a professional rebuilding appraisal, and the appraisal is accepted, and is less than 14 months old at the date of loss, the insurer gives GUARANTEED REPLACEMENT COST COVERAGE. The insurer guarantees to replace the property insured if damaged by an insured peril regardless of the cost. The only proviso being that you continue to insure to the appraised value.

In addition to the foregoing, you also insure blanket glass in all common property areas against any accidental breakage. There is no limit to the amount payable per pane other than the actual costs of the item and the labour to install it. The policy also insures any lettering, ornamentation, tape or foil that is lost in the event of breakage. The policy deductible is applicable to this portion. Separate coverage is available. If you have a glass company contract, you must deal only with that company and different terms may apply.

7. COMPREHENSIVE LIABILITY

Your corporation also insures broad Comprehensive General Liability. The insureds are the Owners of the Strata Plan, its officers and directors and any employees of the Strata Corporation. You are insured against all sums that you may become legally obligated to pay by reason of the liability imposed by law for damages because of bodily injury (to a third party) occurring during the policy period. In addition, the insurer will respond to sums which you are legally obliged to pay by reason of the liability imposed by law due to property damage caused by an accident to a third party occurring during the policy period, arising out of the premises or business operations. of the strata corporation.

The insurer also agrees to defend you in a civil action, which may be brought against you on account of such bodily injury or property damage. The insurer requires prompt notification of any incident that you feel may lead to suit and if a writ is issued, you must promptly notify your broker or the insurer. You may prejudice your position if you appoint your own lawyer prior to the approval by the insurer. The policy covers "compensatory" damages but not "punitive or exemplary" damages. Coverage is "triggered" by an occurrence happening during the policy term.

Note the policy covers the strata corporation, but does not cover the personal interests of the owners. The owner still requires a Unit Owner's Policy to cover his personal liability exposure.

8. DIRECTORS & OFFICERS LIABILITY

A Strata Council is charged with extremely onerous responsibilities on behalf of all of the owners of a Strata Corporation. In part, the Strata Property Act (Part 2, Section 3) directs that the Corporation shall manage and maintain the common property and common assets of the Strata Corporation for the benefit of the Owners.

The council is empowered to conduct and carry out the wishes of the Corporation. The Council and the Strata Corporation may sue and (10 (163) be sued on any matter relating to the common property, common facilities or assets of the Corporation.

The Strata Property Act, Section 22 (1) of the Standard Bylaws, states that "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 intended performance of any duty of the council"

It should be noted that to arrive at a judgment as to whether or not an act is in "good faith" substantial court time and costs are involved, even if the case is won.

The exposure of Councils to suits for wrongful acts, errors or omissions is very real indeed and include the possibility of suit for acts of discrimination regarding age, race and whether or not you can have animals and so on.

A Comprehensive General Liability policy provides protection for acts of negligence involving bodily injury and property damage and the defense of those suits.

Council's Errors & Omissions provide protection for Council Members and Committee members for "loss which the insured shall be legally obligated to pay for any civil claim or claims first made against them because of a wrongful act or omission".

There are of course qualifications and extensions in the policy that can not be addressed in a brief summary such as this. In all cases, the full policy conditions do apply.

9. Boiler and Machinery Breakdown

The Strata Corporation also insures Comprehensive Boiler and Machinery breakdown on all boilers, fired and unfired pressure vessels and refrigerating systems. The policy extends to include mechanical and electrical breakdown and among other extensions includes damage to transformers and electrical panels. This is not a maintenance contract against items that wear out and need replacing. The purpose of the coverage is to provide protection for resulting damage from an incident of a sudden and accidental nature which includes "pressure" explosions of steam heating, hot water heating or hot water supply boilers, hot water tanks, air conditioning or other pressure vessels.

The policy pays the costs as of the date of the mishap, either (a) to repair the damaged property, or (b) to replace it with property of similar kind, quality, capacity and size except in the case of obsolete cast iron boilers. The policy also contains an extension to cover \$25,000 on Extra Expense which pays for the added cost of continuing "business as usual" by the use of alternate premises or facilities.

10. Buying on Price

In these days of quickly increasing premium costs (unprecedented), it is natural to be looking for a better price for your coverage benefits. The problem with that is in trying to compare the benefits. They look the same but invariably they are not.

One of your major benefits is to be able to deal with this office. We are competent.

You wouldn't change your experienced competent lawyer for one at half price that was of unknown-ability. You should look at your broker the same way. We are competent. We have been in the condo field as a primary product for 30 years and our experience shows it. We have the broadest benefits available of any broker or insurer in the Province, bar none! We give you more benefits for the dollar you spend than you can get anywhere else, at any price.

Rates do fluctuate and we are not always the least expensive rate around but are always the best value. We are the Maytag of the condo business. Our product quality is superior and it's worth it. Our product has been the leading edge Condo product for the last 30 years. No one has gotten close to our benefit packages. You purchase insurance products for times of disaster, be sure to keep the best. We deal only with top quality, secure underwriters to be able to meet those needs.

We are proud to be the leaders in this field and will always do our best to look after your needs. Thank you for dealing at Coastal Insurance.

The Purpose of Insurance

In these fast moving days of throwaway products and endless warranties that sometimes work for us, and auto insurance that is more of a public utility than an insurance product, we tend to lose sight of the purpose of insurance.

Insurance was originally designed and has continued to be a method of financing financial losses and disasters that we are unable to handle ourselves. It removes the risk from ventures that we involve ourselves in, such as buying a home, a business or a boat or a car.

Small claims, so called by the underwriters, are dependant on the size of risk involved. A large forestry company might have a billion dollars worth of insurance at 20 locations. To this company and the underwriters, a small claim would be anything under \$100,000. to \$250,000, not the sort of deductible we want to see on our house policies. Such a company would consider this level of damage to be normal operating expense and would easily absorb such losses. The underwriters would be pleased to have lower deductibles but the impact on premium charged would be tremendous. Ultimately, the company would pay for all the smaller losses plus the cost of the underwriting company's involvement in each claim. The forestry company finds it more economical to look after the "small" claims themselves using risk management techniques.

The same situation exists with our house or business insurance products. The lower the deductible, the higher the premium charged. Ultimately, the client will pay for the small claims made and would be well advised to look after these "maintenance" claims.

To restate, the prime purpose of your insurance policy is to look after financial losses you are unable to personally afford. The larger the deductible on a mass basis, the more economical your insurance will be. The lower the "average" deductible, the higher your premium costs will be.

The principles noted above are borne out clearly in disaster situations such as the Ice Storms that hit Eastern Canada, the Floods that Manitoba went through a few winters ago, the fires in Alberta, Saskatchewan, and California and landslides and floods in California. Tornadoes and hurricanes seem to be a way of life in the Southwest. Many of these disasters were not insurable. Our last hurricane was in] 962. We are truly blessed to live in British Columbia where our disasters have been light to non-existent although the Kelowna fires have brought us back to partial reality. That does not mean we will not have to face some of these other disasters in the future.

Be certain your insurance is the best you can afford and is placed through a competent broker that has the knowledge and ability to look after your needs. The independent brokers and their insurance companies performed very well in these disasters as they had a previously in place disaster program and were able to draw staff as needed from across the country.

COASTAL INSURANCE SERVICES LTD.

104 - 2331 Marpole Avenue, Port Coquitlam, BC V3C 2A 1 Tel: 604-944-1700 Fax: 604-944-1734 1322 Johnston Road, White Rock, BC V4B 3Z2 Tel: 604-531-1020 Fax: 604-531-2031

Toll Free: 1-800-665-3310 Website www.coastalinsurance.com - e-mail: infocoastalinsurance.com

NAMED INSURED: Owners of Strata Plan LMS 133 - Peninsula Village

LOCATION: 15273-24 Avenue & 2500-152 Street

Surrey, BC V 4P 4N7

Summery FOR: Leonis Management & Consultants Ltd

\$21,000,000: All Property - "All Risks" \$2,500 Deductible, Earthquake - 10% Deductible, Water Damage - \$5,000 Deductible, Sewer Backup - \$2,500 Deductible, Flood - \$10,000 Deductible, including **Guaranteed** Replacement Cost and Blanket Bylaws, Subject to Stated Amount Co-Insurance.

REPLACEMENT: **Blanket Glass-** -subject to a \$100 Deductible.

\$10,000,000: **Commercial General Liability** - including Broad Form "occurrence" Property Damage, Medical Payments \$2,500/\$25,000, Cross Liability Clause, Personal Injury (nil participation), Non-Owned Automobile Liability, Contingent Employer's Liability, Contractual Liability, Employees as additional named insureds including any Property Management firms while acting on behalf of the Corporation, subject to a \$500 Deductible per occurrence.

\$2,000,000: **Directors & Officers Liability** - (Errors & Omissions), TO INCLUDE PROPERTY MANAGERS AS ADDITIONAL NAMED INSUREDS.

\$1,000,000: **Pollution and Remediation Legal Liability** - subject to a \$10,000 Retention.

\$50,000: **Volunteer Accident Insurance Plan** - Accidental Death and Disability for owners who perform work on a volunteer basis.

Comprehensive Dishonesty, Disappearance and Destruction

\$10,000: **Employee Dishonesty** - Form A

\$5,000: **Loss Inside/Outside the Premises**, Money Orders and Counterfeit Paper Currency and Depositors Forgery

FULL VALUE: **Equipment Breakdown** - insuring all Fired & Unfired Pressure Vessels &

Refrigeration Systems, Electrical & Mechanical Equipment, Repair or Replacement. Subject to \$1,000 Deductible and a 24 hour waiting period for Business Interruption (if applicable).

INCLUDES: Hot Water Supply & Storage Tanks, Pool Boiler and Filter Tanks, all Electrical Motors, Fans, Tanks, Pumps, Compressors, Switchgear, Switchboard, AirConditioning Units, Intercom, Phone and Security Systems.

POLICY TERM: 03/31/07 TO 03/31/08 mm/ddlyy 12:01 a.m. Standard Time

This is a generalized resume of coverages for quick reference. In all cases the terms and conditions of the policy in effect are the determining documents.

Date: March 9, 2007

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EXTENDED PARKING PERMIT

Please use this form when you have visitors that will be using the visitor parking places and staying longer than 72 hours. Please complete and drop in the council mailbox. The bottom portion will be returned

Name of Resident	Unit Number	Date

Visitor Information

Vehicle Make & Model	Colour	License Number	Prov

Arrives	Date	Departs	Date
XXXXX		XXXXX	

Approved: _____ Date: _____
Top Retained by Council

VISITOR PARKING PERMIT **MAXIMUM STAY WITH THIS PERMIT IS TWO (2)** **WEEKS**

Place (face up) on your visitor's vehicle dashboard.

Unit #	Vehicle Make/Model	License #	Arriving	Departing

Approved by: Council member to sign _____
Date: _____

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Please use this form when you have visitors that will be using the visitor parking places and staying longer than 72 hours. Please complete and drop in the council mailbox. The bottom portion will be returned

Name of Resident	Unit Number	Date

Visitor Information

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Top Retained by Council

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WEEKS

Place (face up) on your visitor's vehicle dashboard.

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Date: _____

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XXXXX		XXXXX	

Approved: _____ Date: _____
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VISITOR PARKING PERMIT **MAXIMUM STAY WITH THIS PERMIT IS TWO (2)** **WEEKS**

Place (face up) on your visitor's vehicle dashboard.

Unit #	Vehicle Make/Model	License #	Arriving	Departing

Approved by: Council member to sign _____
Date: _____

Vehicle and Pet Registry

Owner's Name:		
Unit #		
Phone #		
	#1	#2
<i>VEHICLES</i>		
Make		
Model		
Colour		
License #		
<i>PETS</i>		
Name		
Breed		
Colour		
Sex		
Age		
Neutered		
License #		

Please return to the council box in the clubhouse.

Vehicle and Pet Registry

Owner's Name:		
Unit #		
Phone #		
	#1	#2
<i>VEHICLES</i>		
Make		
Model		
Colour		
License #		
<i>PETS</i>		
Name		
Breed		
Colour		
Sex		
Age		
Neutered		
License #		

Please return to the council box in the clubhouse.

PENINSULA VILLAGE

THE OWNERS, STRATA PLAN LMS 133

Schedule of Rules

1 Social Club

2 Satellite Dish Installation

- (1) The written application received from an owner must be clear as to the proposed installation detail and exact location of the satellite dish receiver installation and proposed wiring to the strata lot;
- (2) The application must be clear as to the diameter of the satellite dish receiver and the wire proposed to be used;
- (3) Consideration must be given to the location of the installation and its potential effect on neighbouring strata lots and on the appearance of the exterior of the building and grounds;
- (4) In considering the application for permission the strata council may consult with a qualified technician as to location and reception requirements taking into account the most advantageous location with regard to aesthetics of buildings and grounds. If this consultation is deemed necessary, the cost will be borne by the applicants;
- (5) Application approval and the granting of written permission to an owner by the strata council for the installation of a satellite dish receiver shall be subject to the following conditions;
 - (a) The diameter of the satellite dish receiver must be no larger than twenty-four (24) inches;
 - (b) The satellite dish receiver must be securely mounted to the fascia/trim board detail on the exterior of the strata lot and the wire must immediately enter the strata lot at the dish receiver installation location and any cable routing must take place on the inside of the strata lot so as not to be visible on the exterior of the strata lot;
 - (c) The strata lot owner must take full responsibility for all costs associated with the installation of the satellite dish receiver;

- (d) The strata lot owner must take full responsibility for the ongoing maintenance and repair of the satellite dish receiver and associated apparatus and wiring while the dish receiver is installed on the common property;
 - (e) The strata lot owner shall correct immediately any damage to the common property of the strata corporation as a result of the installation for which they are responsible;
 - (f) The strata lot owner shall take full responsibility for insuring the alteration for liability, including liability against damage to person and property;
 - (g) Should any interference with any other signal of another resident be experienced, the strata lot owner shall be responsible for correction of the interference to the satisfaction of the resident concerned;
 - (h) Should the strata lot owner decide to remove the installation at some time in the future, the common property exterior of the strata lot must be returned to its original condition under advisement to the strata council;
 - (i) Should the strata lot owner transfer title of the strata lot and the installation is to be removed, it must be removed by the strata lot owner prior to the transfer of title date;
 - (j) Should the installation be intended to remain in place upon transfer of title, the strata lot owner must ensure that all conditions of the installation set out here are a condition of the sale, purchase and transfer of title of the strata lot.
- (6) The strata lot owner shall receive written permission of the strata council and acknowledge receipt and acceptance of the provisions of this Rule as a condition of the installation, prior to undertaking the installation.

3 User Fees

- (1) The rental rate for the Clubhouse shall be \$50.00 per rental period.
- (2) The damage deposit attributable to the Clubhouse per rental period shall be \$100.00.

ADOPTED AT THE APRIL 29, 2010 ANNUAL GENERAL MEETING

PRIVACY POLICY for

**LMS 133, THE PENINSULA at PENINSULA VILLAGE, SOUTH SURREY,
STRATA CORPORATION & ITS STRATA AGENT.**

PURPOSE OF THE POLICY

The Policy is to ensure protection of an Owner's privacy and personal information is in accordance with the legislation known as the *B.C. PERSONAL INFORMATION PROTECTION ACT*.

DEFINITIONS

"Personal Information" is information about an Identifiable Individual. It may include such things as name, age, height, weight, home address, home phone number, cell phone number, race, ethnic origin, sexual orientation, medical conditions, marital status, religion, finances, education and employment or other facts pertaining to the individual.

"PIPA" The B.C. Personal Information Protection Act.

"SPA" The Strata Property Act.

"OIPC" The Office of the Information and Privacy Commissioner.

"Third Party" any individual or body other than 'The Individual'.

CONSENT

Personal Information can be obtained by a Strata Corporation under 3 categories other than;

That which is authorised by law, specifically by Section 35 of the SPA which allows the creation of the following records without the consent of the Owner.

- A list of owners, their strata lot address, their mailing address (if different), their parking stall number (if applicable) and unit entitlements.
- A list of names and addresses of mortgagees who are individuals not organisations, who have filed a Mortgagee's Request for notification (otherwise known as form "C") under the SPA.
- 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 assignments of voting or other rights by Owners to tenants under the SPA.
- Books of accounts showing monies received and spent and the reason for the receipt or expenditure.
- 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.

Sections 59, 115 and 116 of the SPA states that the Strata Corporation may also collect information related to monies owed to the Strata Corporation payments made and Liens against the strata lot.

The 3 categories are;

- Express Consent; whereby the Owner has specifically, either in writing or orally, given their consent to the collection, use and disclosure of personal information e.g. bank account numbers for payment of dues
- Implied Consent; which is considered to be given when the personal information is already in the public domain e.g. a phone number listed in the phone book
- Without Consent; whereby, in addition to the provisions of the SPA listed above, there maybe other circumstances under which the Strata Corp. needs to collect personal information

E.g. collection of information is clearly in the interests of the Owner but cannot be collected using the normal procedure in a timely manner. Such would be the case when the Strata Corp. needs to deal with an emergency situation but the owner is on vacation and a third person has been asked to check the unit.

OR information is required for the purpose of an investigation or a proceeding and obtaining the information with consent might compromise the availability or accuracy of the information such as in the case of a Bylaw infringement.

OR the information is necessary to facilitate the collection of a debt or payment of a debt owed by the Strata Corp.

COLLECTION

PIPA provides Owners of a condominium some control over their personal information by imposing rules on Strata Corporations for the collection, storage, use and disclosure of personal information.

Generally these are the right to;

- be told the purpose for and consent to a Strata Corporation's collection, use or disclosure of personal information;
- expect a Strata Corp. to collect, use or disclose personal information for reasons that are appropriate and reasonable;
- know who in the Strata Corp. is responsible for protecting personal information;
- expect a Strata Corp. to protect personal information by taking appropriate security measures;
- expect that the personal information a Strata Corp. uses is accurate and complete for the purpose for which it was collected;
- request access to their personal information collected by the Strata Corp.;
- request their personal information be corrected and have their complaints about how a Strata Corp. handles personal information addressed.

PIPA requires that any organization must not collect personal information unless;

- The individual gives consent to the collection
- PIPA authorizes the collection without the consent of the individual OR
- PIPA deems the collection to be consented to by the individual.

Strata Corporations should only collect the minimum personal information essential to fulfil its obligations under SPA and other relevant legislation.

The Purposes, for which Personal Information is collected, are;

- To identify and communicate with each strata unit owner;
- To process strata fee payments;
- To respond to emergencies;
- To ensure the orderly management of the Strata Corp.;
- To comply with legal requirements.

The Personal Information, collected by the Strata Corp. generally is;

- Name, address and home phone number
- Banking information
- Emergency contact information, i.e. workplace phone number and next of kin;
- Vehicle descriptions and license plate numbers;
- Pet information and
- Occupants of the strata lot other than the Owner

CONTROL AND STORAGE

Generally PIPA requires a Strata Corporation to;

- designate someone to be accountable on the Strata Corp's behalf for its compliance with PIPA, these persons are commonly referred to as "Privacy Officers" and maybe a member of the Strata Council or the Strata Management Company;
- obtain the consent of owners before it collects, uses or discloses personal information (except in specified circumstances where consent is not required or is implied);
- tell owners, upon request, why personal information is being collected how it is being used and to whom it has been disclosed;
- use, disclose and retain personal information only for the same reasonable purposes for which it was collected (unless fresh consent is obtained for a new use or disclosure);
- ensure that personal information it collects is accurate and complete for the purpose for which it was collected;
- respond to requests for personal information from entitled inquirers completely and without delay;
- have personal information policies that are clear, understandable and readily available and
- destroy, erase or make anonymous personal information about owners that the Strata Corporation no longer needs for the purpose it was collected.

COMPLIANCE.

The duties of the Privacy Officer are to;

- ensure that a Strata Corp's privacy policy and procedures are established;
- ensure that a Strata Corp's privacy policy and procedures are being followed;
- respond to requests by owners for access to their personal information;
- review personal information security safeguards, storage and retention policies and procedures on a periodic basis;
- respond to requests for access to personal information from third parties under PIPA and
- handle all complaints related to the collection, use and disclosure of personal information under PIPA.

Use of Personal Information can only be for the purpose for which it is collected.

Disclosure of Personal Information to a third party can only be made for the purposes for which it is collected and in normal situations only after "Express Consent" is given by the owner.

Withdrawal of Consent: An owner can withdraw consent to the collection, use or disclosure of their personal information by giving the Strata Corporation reasonable written notice that they are revoking any prior consent. However such withdrawal cannot be exercised against personal information given under Section 35 of the SPA or pursuant to Strata Corporation Bylaws

Retention of Personal Information:

PIPA requires that all personal information obtained shall be retained for a minimum of one year. Beyond this the Strata Corporation will only retain information for a period necessary to meet general legal requirements or for the length of time the individual remains an Owner in the Strata Corporation.

Duty to protect personal information:

The Strata Corp. is required to make reasonable security arrangements to protect owner's personal information from unauthorised access, collection, use, disclosure, copying, alteration and disposal and theft or any other foreseeable risk.

Requests for Information:

Owners have a right under PIPA to request access to their own personal information records to ascertain how the information has been used or disclosed.

Alternatively under section 36 of the SPA owners (in certain circumstances) can request copies of their records listed in section 35.

In both cases the Strata Corp. may charge for responding to these requests. For PIPA documents the charge permitted is "a minimal fee" but for SPA it 25 cents per page.

Correction of Personal Information:

Under PIPA, Strata Corp. must make every reasonable effort to ensure that the Personal Information collected is accurate and complete.

If an owner believes there is an error or omission in their personal information in the control of the Strata Corp. they may ask to have it corrected.

In the event the Strata Corp. decides not to make the correction it must 'Annotate' the personal information under its control with the correction that was requested but not made.

Minute taking at Strata Corp. meetings:

Any owner attending a strata General meeting provides 'Implied Consent' to have their name, strata lot number or unit number recorded in the minutes.

All council members, whether attending or not, shall have their name recorded in the minutes.

Any guests attending a Council meeting provide 'Implied Consent' to have their name recorded in the minutes.

All decisions made at a Council meeting must be recorded but details of the discussion leading to the decision need not be recorded. The minimum amount of personal information required to give an accurate, objective account of the discussions should be included in the minutes.

When a discussion reveals an owner's personal information only the strata lot number shall appear in the minutes.

In cases of hardship applications being discussed by strata council the minutes should not identify any information about the party involved.

Video surveillance, access control and monitoring systems:

PIPA does not prohibit the use of video surveillance systems however because of their inherent intrusiveness they should only be used after all other less privacy-intrusive measures have failed to address a serious problem. Before introducing any video surveillance or access control system the Strata Corp. should pass a Bylaw authorising its installation and operation.

The Bylaw should address the following;

- the purpose for which the personal information collected by the system(s) will be used
- who is authorised to view the information obtained and under what circumstances
- the location of video surveillance cameras. They must be placed so as not to monitor areas outside the strata property nor the entrances or through the windows of any of the units
- the times when the cameras will be in operation
- the length of time the records will be retained
- how the records will be securely stored
- how the Strata Corp. will respond to requests to view the records under the rights given by PIPA and
- how owners will be notified that the premises are being monitored

COMPLAINTS:

The Peninsula Strata Corp. has in place a requirement for all Owners to notify their complaints in writing. A receiving box for the written complaint is provided in the kitchen area of the Clubhouse. The Strata Council sees no reason to change this arrangement for privacy complaints.

On receipt of such complaints the Strata Council must make prompt arrangements to investigate the complaint and advise the complainant of the action they intend to take.

ATTACHMENTS:

Four key steps in Responding to a Privacy Breach. (Section 23 of PIPA)

Access to personal information

23 (1) Subject to subsections (2) to (5), on request of an individual, an organization must provide the individual with the following:

- (a) the individual's personal information under the control of the organization;
- (b) information about the ways in which the personal information referred to in paragraph (a) has been and is being used by the organization;
- (c) the names of the individuals and organizations to whom the personal information referred to in paragraph (a) has been disclosed by the organization.

(2) An organization that

- (a) is a credit reporting agency, and
- (b) receives a request under subsection (1)

must also provide the individual with the names of the sources from which it received the personal information unless it is reasonable to assume the individual can ascertain those sources.

(3) An organization is not required to disclose personal information and other information under subsection (1) or (2) in the following circumstances:

- (a) the information is protected by solicitor-client privilege;
- (b) the disclosure of the information would reveal confidential commercial information that if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the organization;
- (c) the information was collected or disclosed without consent, as allowed under section 12 or 18, for the purposes of an investigation and the investigation and associated proceedings and appeals have not been completed;
- (d) [Repealed 2004-67-23.]
- (e) the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act
 - (i) under a collective agreement,
 - (ii) under an enactment, or

(iii) by a court;

(f) the information is in a document that is subject to a solicitor's lien.

(3.1) A credit reporting agency is not required to disclose the names of the individuals and organizations to whom the personal information was last disclosed by the agency in a credit report more than 12 months before the request under subsection (1) was made.

(4) An organization must not disclose personal information and other information under subsection (1) or (2) in the following circumstances:

(a) the disclosure could reasonably be expected to threaten the safety or physical or mental health of an individual other than the individual who made the request;

(b) the disclosure can reasonably be expected to cause immediate or grave harm to the safety or to the physical or mental health of the individual who made the request;

(c) the disclosure would reveal personal information about another individual;

(d) the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his or her identity.

PENINSULA VILLAGE

THE OWNERS, STRATA PLAN LMS 133

NEW RULE – LOCKBOXES – ENACTED BY COUNCIL MARCH 19, 2014:

Banning any and all Realtor Lock Boxes on the Property:

Owners please note that neither Strata nor Homeowner's Insurance covers any costs/damages incurred by the theft of these boxes, thus making the Owner legally and financially responsible. Warn all Realtors when listing a unit for sale that lock boxes are prohibited anywhere on the common property.