



Fraser Campbell Property Management Ltd.

**STRATA PLAN NW 1860
ENGLESEA PLACE**

BYLAWS & RULES

Attached hereto are the by-laws for Strata Plan NW 1860. For legal purposes, please obtain a true copy as registered at the Land Titles Office.

<i>Registered: July 15, 2004</i>	<i>#BW327342</i>
<i>Amendment Registered: July 25, 2005</i>	<i>#BX169178</i>
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NOTE: This bylaw package may or may not contain the basic bylaws of the Strata Property Act.

ENGLESEA PLACE

THE OWNERS, STRATA PLAN NW 1860

SCHEDULE OF BYLAWS

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DEFINITIONS AND INTERPRETATION

The following definitions and interpretations of terms are for the exclusive use with Strata Plan NW 1860 bylaws.

“Act” means the Strata Property Act;

“bylaw” means a bylaw of a strata corporation;

“common asset” means

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

“common expenses” means expenses

- (a) relating to the common property and common assets of the strata corporation,
or
- (b) required to meet any other purpose or obligation of the strata corporation;

“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;

“contingency reserve fund” means a fund for common expenses that usually occur less often than once a year or that do not usually occur;

“eligible voters” means persons who may vote under sections 53 to 58 of the Strata Property Act;

“landlord” means an owner who rents a strata lot to a tenant;

“limited common property” means common property designated for the exclusive use of the owners of one or more strata lots. The strata plan shows the area and extent of the limited common property at the rear of each strata lot;

“majority vote” means a vote in favour of a resolution by more than 1/2 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

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

“operating fund” means a fund for common expenses that usually occur either once a year or more often than once a year;

“owner” means a person shown in the register of the land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the persons own right or in a representative capacity;

“purchaser” means a person who entered into an agreement to purchase a strata lot or to acquire a strata lot but to whom the strata lot or strata lot lease has not yet been conveyed or assigned;

“rule” means a rule of a strata corporation made under section 125 or 197 of the Strata Property Act;

“strata corporation” means a strata corporation established under the name “The Owners, Strata Plan NW 1860”;

“strata lot” means a lot shown on Strata Plan NW 1860;

“tenant” means a person who rents a strata lot;

“3/4 vote” means a vote in favour of a resolution by at least 3/4 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

“unanimous vote” means a vote in favour of a resolution by all the votes of all the eligible voters;

ENGLESEA PLACE

THE OWNERS, STRATA PLAN NW 1860

SCHEDULE OF BYLAWS

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

Payment of Strata Fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate;
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the Strata Corporation an administrative charge of Twenty-five dollars (\$25.00) on the late payment. If the late payment continues to be in arrears after 14 days, an additional administrative charge of Twenty-five dollars (\$25.00) shall be assessed. If the contravention continues beyond 14 days, provisions of bylaw 26 may be applied by council;
- (3) If an owner is late in paying any special assessment, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid;
- (4) A lien will be registered against the title of the subject strata lot for non-payment of maintenance fees, legal fees and other costs incurred by the Strata Corporation.

Repair and Maintenance of Property by Owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws;
- (2) An owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws;
- (3) Despite subsection (2), an owner must repair and maintain the patio installed on the limited common property adjacent to the owner's strata lot. If the owner fails to repair and maintain the patio and if the damage becomes a hazard to the structure of the building the Strata Corporation will do the repairs at the owner's cost. An owner is also responsible for the repair, maintenance and replacement

of the automated garage overhead door system including motors, tracks and springs;

- (4) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repairs or replacement rendered necessary to the common property or to any strata lot by his/her act, neglect or carelessness or by that of any member of his/her family or their guests, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation;
- (5) The insurance policy deductible portion of any insurance claim against the Strata Corporation insurance policy shall be recoverable by the Strata Corporation from the strata lot owner, where the insurance claim originated within a strata lot;
- (6) The full amount of any insurance claim against the Strata Corporation insurance policy shall be recoverable by the Strata Corporation from a strata lot owner where the insurance claim is the result of an act, neglect or carelessness on the part of the strata lot owner, or any member of his/her family or their guests, servants, agents or tenants.
- (7) An owner must repair and maintain attic and cellar areas (excluding the structure). Where any improvements, alterations, additions, or changes have been made to an attic or cellar area (whether by that owner or a previous owner), the structure is included. *(AGM June 8, 2016 CA5674656)*
- (8) An owner who has the use of a sun room enclosure (whether installed by them or a previous owner) must repair and maintain that enclosure. *(AGM June 8, 2016 CA5368050)*

Use of Property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan,
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act;
- (3) An owner, tenant, occupant or visitor must not do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to prevent

growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally, or remove or add any plants to the landscaped areas without prior Strata Corporation approval other than as allowed under policies on garden areas outlined in bylaw 42;

- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals,
 - (b) a reasonable number of small caged mammals,
 - (c) up to two caged birds,
 - (d) up to:
 - (i) two dogs, each measuring no higher than eighteen inches at shoulder height and weighing no more than forty pounds.
 - (ii) two cats, or
 - (iii) one dog measuring no higher than eighteen inches at shoulder height and weighing no more than forty pounds and one cat.

An owner, tenant or occupant that keeps a pet must comply with the bylaws and any rules enacted by the Strata Council on behalf of the Strata Corporation pursuant to this bylaw with respect to the keeping of pets;

- (5) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or land that is common asset;
- (6) Pets are not allowed in the clubhouse and pool area;
- (7) An owner of a pet shall immediately and completely remove all pet waste from common property and dispose of it in personal waste containers or by some other sanitary means;
- (8) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws;
- (9) No owner, tenant, occupant or visitor shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling;
- (10) If any owner, tenant, occupant or visitor violates any provision of these bylaws or if the Strata Corporation on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause

such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice;

- (11) An owner, tenant, occupant or visitor must use reasonable constraint in actions that impact other owners, tenants, occupants or visitors. An owner, tenant, occupant or visitor must not:
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make cause or produce undue noise, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant.
 - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the Strata Corporation;
 - (f) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (g) allow a strata lot to become unsanitary or a source of odor;
 - (h) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
 - (i) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
 - (j) use or install in or about a strata lot any shades, awnings, window guards or screens, ventilators, supplementary heating, except those installations approved in writing by the Strata Corporation; *(amended SGM March 14, 2022, CA9870436)*

An owner, tenant or occupant must not install, after the date of this bylaw, any window coverings visible from the exterior of the strata lot, other than

those which are white or off-white when viewed from the exterior of the building. *(amended AGM June 13, 2018)*

- (k) erect on or fasten to the strata lot, the common property or any limited common property any television or radio receiver, antenna or similar structure or appurtenance thereto without Strata Corporation approval and approval of the neighbours adjacent to or overlooking the device.
 - (l) place any signs, billboards, notices or other advertising matter of any kind on, or visible from the exterior of a strata lot;
 - (m) permanently secure any indoor-outdoor carpeting on any deck or patio, or place any items on any deck or patio except free-standing planter boxes or pots, barbecues and summer furniture.

(m)(i) An owner, tenant, occupant or visitor must not install a garden shed without obtaining written approval from strata council. *(added AGM June 13, 2018)*
 - (n) give any keys or other means of access to the common areas to any person other than family or guests of the strata lot permitted by these bylaws;
 - (o) permit explosives, combustible or flammable material or compost boxes to be stored on their strata lot or common property except, for a small supply of fuel normally used in barbecues or other small house hold quantities.
 - (p) permit children to cycle, roller skate, roller blade, skateboard, ride a scooter or play on the common areas unless supervised by an adult;
 - (q) use or permit the use of his/her strata lot other than as a single family residence;
 - (r) use or permit his/her strata lot to be used for commercial or professional purposes without written permission of the Council. If given written permission, this permission may be revoked at any time if it is deemed by the Council not be in the best interests of the other owners and/or residents;
- (12) The Strata Corporation may from time to time prescribe Rules for the prevention of hazards to common property and facilities.
- (13) An owner, tenant or occupant may decorate the outside of their units with Holiday lights and decorations but no lights or decorations shall be hung prior to November 15th each year. All Holiday decorations, including lights, which are outside the units must be removed no later than January 31 of the following year.

(14) No Smoking Bylaw

(1) An owner, tenant, occupant or visitor must not smoke tobacco, marijuana or any similar organic substance nor use an e-cigarette or other vaporizer:

(a) on the common or limited common property (including patios)

(2) An owner, tenant, occupant or visitor who, within a strata lot:

(a) smokes tobacco, marijuana or any similar organic substance

(b) uses an e-cigarette or other vaporizer

Must not permit the smoke, odour or vapours to escape their strata lot such that it can be smelled by another resident *(added SGM, October 10, 2018, CA7131595)*

(15) Marijuana

(1) For the purposes of this bylaw, a reference to “marijuana” shall include “cannabis”.

(2) Subject to exemptions required by law, an owner, tenant, occupant or visitor must not grow, alter or process marijuana within a strata lot, on the common property or on the limited common property. *(added SGM, October 10, 2018, CA7131595)*

Inform Strata Corporation

- 4
- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of their name, strata lot number and mailing address outside the strata plan, if any and their email address.
 - (2) On request by the Strata Corporation, a tenant or occupant must inform the Strata Corporation of his or her name;
 - (3) An owner, occupant or tenant must inform the Strata Corporation of the name, address and telephone number of a person to contact in case of an emergency;
 - (4) 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 a means (telephone number or email address) for contacting them. *(approved AGM June 14, 2023)*

Obtain Approval Before Altering a Strata Lot

(amended AGM June 13, 2018)

- 5
- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration, addition, or improvement to a strata lot that involves any of the following:
 - (a) structure of a building,
 - (b) the exterior of a building,
 - (c) chimneys or other things attached to the exterior of a building;

- (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie.including, for example adding security devices to the entrance door to a strata lot),
 - (e) fences, railings or similar structures that enclose a patio or yard,
 - (f) common property located within the boundaries of a strata lot,
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 the Act,
- (2) The strata corporation must not unreasonably withhold its approval under subsection 1 but may require as a condition of its approval, an owner, tenant or occupant to:
- (a) Present design drawings and specifications pertaining to the proposed alteration;
 - (b) Include engineered drawings from a professional structural engineer in the case of a structural change;
 - (c) Ensure that all work is done to a standard that complies with the BC Building Code and the National Building Code and is of a quality consistent with that of the rest of the complex;
 - (d) Obtain all necessary permits and governmental approvals and provide copies thereof to the strata corporation;
 - (e) Provide proof of third party liability and WorkSafe BC insurance by the contractor(s) and/or owner in an amount specified by the strata council;
 - (f) Post outside the strata lot, copies of all permits required for the work and give copies of the same to the strata corporation along with copies of all completed inspections, including final inspections.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building except as specifically permitted by these bylaws; *(amended SGM March 14, 2022, CA9870436)*
- (4) An owner, tenant or occupant to whom permission has been given shall ensure that:
- (a) They or someone on their behalf is present when the approved work is being carried out. An exception can be made when the owner's contact information has been left with the Property Manager.
 - (b) All work occurs between Monday and Saturday (excluding statutory holidays) from 8:30 a.m. to 5:30 p.m. Work may continue until 8:30 p.m. where it is non-invasive work such as painting;
 - (c) Tradesmen and contractors do not park on the roadway other than temporarily to load or off load tools, equipment or materials;
 - (d) The strata corporation, at an owner's expense, may return to its previous condition any alteration which has been made and has not been approved.

- (5) The exterior of the strata lot and the common property shall not be altered by painting, the attachment or erecting of sunscreens, patio covers, decks or greenhouses.

Obtain Approval before Altering Common Property

- 6
 - (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets;
 - (2) No enclosure of common or limited common property or other structural alterations to the exterior of the strata lot shall be made other than that approved by the Strata Corporation under bylaw 43;
 - (3) No exterior alterations to wiring, plumbing, piping or other services shall be made, either to the exterior of a strata lot or the common property except as specifically permitted by these bylaws; *(amended SGM March 14, 2022, CA9870436)*
 - (4) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration. Such alterations must be maintained by the owner and future owners at their own expense. They are also responsible for any subsequent damage incurred due to the alteration.

Permit Entry to Strata Lot

- 7
 - (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot;
 - (a) in an emergency, without notice to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under the Act, and
 - (ii) to ensure compliance with the Act and these bylaws,
 - (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

Repair and Maintenance of Property by Strata Corporation

8 The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property excluding patios, additions, alterations, changes and improvements to attic and cellar areas, sun room enclosure, 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 and other things attached to the exterior of a building,
 - (D) exterior of garage doors and skylights (including casings, the frames and the sills of such doors and skylights) on the exterior of a building or that front on the common property,
 - (E) fences, railings and similar structures that provide boundaries for patios and yards,
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimney and other things attached to the exterior of a building,
 - (iv) exterior of garage doors and skylights (including the casings, the frames and the sills of such doors and skylights) on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios and yards.

Capacity to Enter Contracts and Join Organizations

- 9 In addition to its capacities under any other enactment, the Strata Corporation has the capacity:
- (a) to enter into contracts in respect of its powers and duties under the Act, the regulations and the bylaws, and
 - (b) to join organizations to further its purposes under the Act, the regulations and the bylaws.
 - (c) *9(c) rescinded SGM, October 19, 2022*

Cancellation of Strata Management Contracts

- 10 (1) A contract entered into by or on behalf of the Strata Corporation for the provision of strata management services to the Strata Corporation may be cancelled, without liability or penalty, despite any provision of the contract to the contrary:
- (a) by the Strata Corporation on 2 months' notice if the cancellation is first approved by a resolution by a $\frac{3}{4}$ vote at an annual or special general meeting, or
 - (b) by the other party to the contract on 2 months' notice.
- (2) The Strata Corporation does not need any prior approval to cancel the contract in accordance with its terms or to refuse to renew the contract when it expires.

Division 3 – Council

Council Size

- 11 (1) The council must have at least 5 and not more than 7 members.
- (2) All strata meetings, correspondence, minutes and financial information must be completed in one of Canada's official languages. *(added AGM June 13, 2018)*

Council Members' Terms of Office

- 12 (1) Subject to sub-sections (2) and (3), council members shall be elected at each Annual General Meeting except as otherwise provided;
- (2) Half the council members shall be elected on an odd numbered year and the remaining council members shall be elected on an even numbered year, with each elected council member's term consisting of two years;
- (3) A person whose term as council member is ending is eligible for re-election.

- (4) After completion of the President's term of office, the immediate Past President will continue to serve as a non-voting member of council for one year should there be a full complement of council (i.e. seven members). Should there be less than a full complement of council the Past President will be a voting member of the strata council. The Past President will assist with the transition of the incoming council and the new President.

Removing Council Member

- 13 (1) The Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more council members;
- (2) After removing a council member(s), the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the council member(s) for the remainder of the term;
- (3) No person may stand for council, or continue to be on council with respect to a strata lot if the strata maintenance fees are in arrears and/or the Strata Corporation is entitled to register a lien against that strata lot under the Act.

Replacing Council Member

- 14 (1) The office of a member of the council shall be vacated if he or she:
 - (a) resigns his or her office by submitting a signed letter of resignation to the Strata Corporation,
 - (b) is absent for two consecutive council meetings without prior notification to the Strata Corporation,
 - (c) ceases to own a unit in Strata Plan NW 1860,
 - (d) is unable to perform his/her duties due to prolonged illness,
 - (e) is more than thirty (30) days in arrears in payment of any contributions required to be made by him/her as an owner pursuant to these bylaws,
 - (f) is the subject of a certificate of incapacity issued under the "Dependent Adults Act" or any Act passed in substitution thereof,
 - (g) is convicted of an indictable offence.
- (2) A replacement council member may be appointed by council from any person eligible to sit on the council until the next Annual General Meeting;
- (3) 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 one month, persons holding at least twenty-five percent (25%) of the

Strata Corporation's votes may hold a Special General Meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings;

- (5) When a person ceases to be a member of council or a committee of council, said person shall immediately return to the council any and all keys, manuals, records, documents and all other such items which are the sole property of the Strata Corporation.

Officers

- 15 (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the council must elect, from among its members, a President and a Vice President and may also elect 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, while,
 - (a) the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer, other than the President, is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

- 16 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting;
- (2) The notice does not have to be in writing;
- (3) A council meeting may be held on less than one week's notice if:
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible

after the meeting has been called. *(approved AGM June 13, 2018)*

- (5) 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.
- (6) For the purposes of this bylaw, a decision made by email or any other electronic messaging system or platform shall be deemed a meeting “held by electronic means” provided that:
 - (a) all council members (except any who would be excluded under s.32 of the Act) were sent the original email or message seeking a decision be made in relation to a particular issue;
 - (b) one of the following has occurred:
 - (i) all council members (except any who would be excluded under s.32 of the Act) have responded to the original email or message with a vote in favour or against the decision being requested; or
 - (ii) one week has passed since the original email or message was sent and enough council members to constitute a quorum have responded to the original email or message with a vote either in favour or against the decision being requested; or
 - (c) the decision is recorded in the minutes of the next strata council meeting not conducted by email or similar means; and
 - (d) a copy of the email or message exchange is retained as a record of the strata corporation pursuant to s.35 of the Act.
- (7) If a council meeting is held by electronic means and a council member attends or council members participate as provided for in subsection (6)(b), those council members are deemed to be present in person. *(16.5-16.7 approved AGM June 20, 2024)*

Requisition of Council Hearing

- 17 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting;
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request;
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within two weeks of the hearing.

Quorum of Council

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

Council Meetings

- 19 (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 hearing under section 135 of the Act,
 - (b) rental restriction bylaw exemption hearings under sections 142, 143, or 144 of the Act.
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

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

Council to Inform Owners of Minutes

- 21 (1) Council must inform owners of the minutes of all council meetings within two weeks of the meeting.

Council's Powers and Duties

- 22 (1) The council may employ for and on behalf of the Strata Corporation such agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the corporation, and the exercise and performance of the powers and duties of the corporation;
- (2) Subject to subsection (3), council may:
- (a) delegate some or all of its powers and duties to one or more council members, and specified powers and duties to a person who is not member of council, and,
- (b) May revoke the delegation.
- (3) Council may delegate its spending powers or duties, but only by a motion, 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 an expenditure, and
- (c) a delegation of a general authority to make expenditures under this section must set a maximum amount that may be spent, and must indicate the purpose for which, or the conditions under which, the money may be spent.
- (4) Council may not delegate its powers to determine, based on the facts of a particular case, whether a person:
- (a) has contravened a bylaw or rule,
- (b) should be fined, and the amount of the fine, or
- (c) should be denied access to the recreational facility.

Spending Restrictions

- 23 (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) Council may authorize expenditures on behalf of the Strata Corporation of up to four percent of the operating budget which were not set out in the annual budget and approved by eligible voters;
- (3) If the strata corporation makes an expenditure under subsection (2) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$2,000.00 on any single item;
- (4) Notwithstanding subsection (2) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Limitation on Liability of Council Member

- 24 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council;
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum Fine

- 25 (1) (a) Except as otherwise set out below, a fine of up to \$200 for each contravention of a bylaw;
- (b) \$1,000 per day for a contravention of Bylaw 38(2)(a);
- (c) \$50 for each contravention of a rule. *(amended AGM June 14, 2023)*
- (2) Except in relation to Bylaw 38(2)(a) (for which a fine may be imposed for each day), 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. *(amended AGM June 14, 2023)*
- (3) Each owner is responsible for payment, of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws, and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$50.00, and if such default continues for a further 15 days, an additional fine of \$100.00 will be levied against and paid by the owner, as the case may be and for each additional month such default continues, an additional fine of \$100.00 will be levied against and paid by the owner; *(amended AGM June 13, 2018)*
- (4) Additional assessments, fees, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such fee/assessment and the Strata Corporation may not register a lien against such separate component.

Continuing Contravention

- 26 (1) The Strata Corporation may do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
- (a) doing work on or to a strata lot, the common property or common assets, and
- (b) removing objects from the common property or common assets,

- (2) The Strata Corporation may require that the reasonable costs of remedying the contravention be paid by the person who may be fined for the contravention under the bylaws, rules or the Act.

Division 5 – Annual and Special General Meetings

Person to Chair Meeting

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

Participation by other than Eligible Voters

- 28 (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 of eligible voters at the meeting. *(amended AGM June 13, 2018)*

Voting

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

- (5) If there is a tie vote at an annual or special general meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President may break the tie by casting a second, deciding vote;
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter;
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of Business

- 30 (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.

Quorum for Adjourned Meeting

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

Division 6 – Voluntary Dispute Resolution

- 32 (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulation, the bylaws or the rules,
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties;
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Miscellaneous Matters

Small Claims Actions

- 33 Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a ¾ vote.

Use of Patios

- 34 An owner, tenant or occupant of a strata lot shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

Any changes to the patio areas (limited common property) must be approved by the council. Authorized changes must be consistent with the strata plan and permanent materials must be consistent with the overall development plan.

Courtyards are common property but generally for the use of the owners, including chairs, benches and potted plants. Storage items or household refuse are not allowed in the courtyard area. Clarification of an acceptable item will be provided by the strata council. *(amended AGM June 13, 2018)*

Garbage Disposal

- 35 An owner, tenant or occupant shall remove ordinary household and garden refuse and garbage and deposit it in a secured container for pick-up curb side on the designated pick-up day. All garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his/her expense. Containers must be removed after pick-up as soon as practical and stored within the owners' premises.
(amended AGM June 13, 2018)

Vehicle and Parking

(amended AGM June 13, 2018)

- 36 (1) Vehicle speed is restricted to 20KPH within the complex. Owners are responsible for ensuring their guests or invitees are aware of these regulations.
- (2) Visitor parking spaces are primarily for the convenience of visitors. Extended parking of residents' vehicles over forty-eight hours is prohibited, without written permission from council. All vehicles parked on Common property must be licenced, insured and operable with current registration and liability insurance
- (3) Designated parking for residents is only within their garage. Garage doors should be kept closed when the garage is not in use;
- (4) Vehicles exceeding a gross vehicle weight of four thousand kilograms (GVW4000KG) are not allowed to enter or park on strata property without written consent of the strata council except when used in the delivery or removal of goods/services from the premises.

An owner, tenant or occupant must use parking areas only for the parking of licensed and insured motor vehicles. Parking of the following vehicles for a period of time exceeding twenty-four hours (24) hours is prohibited. This includes but is not limited to campers and trailers, boats, recreational vehicles or vehicles exceeding 4000KG in weight.

- (5) Parking on the roadway is prohibited under Surrey Fire Regulations. Vehicles parked on garage aprons must not project on to the roadway. Visitor or owner's vehicles that are on an owner's driveway apron must be occasional and for a limited amount of time without council's approval.

- (a) No perpendicular parking on driveway aprons is permitted except loading/unloading or washing.
- (6) Vehicles shall be washed only in such a manner as to not cause a nuisance or danger to other residents;
- (7) The repairing or servicing of vehicles shall not be undertaken on the strata lot, common or limited common property.
- (8) Residents may not use any part of the common property for storage without the written consent of the Strata Corporation.

Selling of Strata Lots

- 37 (1) An owner will notify the Strata Corporation and/or the Strata Management Company promptly upon listing his/her strata lot and/or upon any change of ownership of his/her strata lot;
- (2) An owner or agent of the owner may not display a "For Sale" sign upon Strata Corporation property other than at the designated area at the entrance to the complex.

Renting or Leasing

38 (1) Rentals *(amended AGM June 14, 2023)*

- (a) Should an owner rent all or part of a strata lot, that owner must submit a signed Notice of Tenant's Responsibility (Form K) to the strata corporation within 2 weeks of renting it.
- (b) An owner who fails to submit a signed Notice of Tenant's Responsibility (Form K) within the time limit above shall be subject to a fine in the amount of \$200.00 for every week or part thereof that the strata lot is rented and the strata corporation is not in receipt of the same.

38 (2) Short Term Accommodation

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 temporary accommodation for the general public including, but not limited to:
 - (i) as vacation or travel accommodation;
 - (ii) any sort of paid temporary accommodation;
 - (iii) for a home exchange or other similar arrangement; or
 - (iv) as a rooming house;

- (b) allow, permit, agree or otherwise grant, in exchange for money, a license to 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. *(amended AGM June 14, 2023)*

Clubhouse and Pool Area Facilities

(amended AGM June 13, 2018)

- 39 (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 Corporation may, from time to time, prescribe Rules related to the use of the clubhouse and pool recreation facilities and upon publication of a Rule so made by the Strata Corporation, the same shall be binding on each occupier, his/her visitors and guests (whether an Owner or not) of a strata lot;
- (3) Residents or owners are not to use the clubhouse or pool for purposes of financial gain or commercial ventures. No unauthorized material can be left in the clubhouse or pool area.
- (4) Owner sponsored clubhouse activities must be booked in advance, using the clubhouse form, through the clubhouse liaison. A \$50.00 refundable deposit must be made with each booking. The owner sponsoring a clubhouse activity must leave the facility clean and tidy after use.
- (5) Pool area rules are:
 - (a) Hours of use 8:00 a.m. to 8:00 p.m.
 - (b) All visitors using the pool must be accompanied by an owner.
 - (c) A Shower must be taken before using the pool.
 - (d) Children 14 or younger must be accompanied by an adult.
 - (e) Infants who are not toilet trained are not permitted in the pool area.
 - (f) Breakable glasses or cups are not permitted in the pool area
 - (g) No alcohol is to be consumed in the pool area.
 - (h) Diving is prohibited.
 - (i) Pool facilities cannot be reserved
 - (j) Contaminating or fouling the pool is prohibited.
 - (k) Any injury suffered while in the pool enclosure, and contamination or fouling of the pool must be immediately reported to the operator (or lifeguard)
 - (l) Entering the pool with an illness, including open sores or bandages, head colds, discharging ears or nose or infected eyes is prohibited.
 - (m) Running, fighting or engaging in other conduct likely to cause an injury while in the pool enclosure is prohibited.
 - (n) The annual opening and closing dates of the pool shall be determined by the Strata Corporation from time to time and the Strata Corporation may close the pool, if in the opinion of the strata council, closure is warranted.
- (6) The triptych on permanent display in the clubhouse is an asset of the Strata Corporation and as such shall not be disposed of other than being returned to the members of the Englesea Place Art Group who completed the paintings.

Canvassing and Soliciting

- 40 (1) “Canvassing and Soliciting” is not permitted within the strata complex, except for the following:
- (a) Federal and Provincial Government Enumerators,
 - (b) Federal and Provincial Government Census Takers,
 - (c) Political Candidates,

Communication

- 41 (1) Owners/residents are not to interfere with any workers, for example gardeners, on the common property. Any problems are to be submitted in writing to the Strata Corporation mailbox located in the clubhouse;
- (2) Owners/residents, except in case of emergency, must submit correspondence in writing to the Strata Corporation mailbox in the clubhouse, by fax, or by electronic mail.

Gardening by Owners

- 42 (1) Planting areas on limited common property are for the owners’ personal use. The plantings must not cause harm to strata assets or neighbour’s enjoyment of their limited common property. The owner is responsible for care and maintenance of these areas. Owners, who are unable to, or, choose not to, maintain these areas should notify the Strata Corporation who will provide gardening care at the owner’s cost.
- (2) Owners may plant, care and maintain the common property area adjacent to their strata lot. A detailed written plan must be submitted and approved by the strata council prior to any changes to these areas.
- (a) The planting must conform to, and is in harmony with, the overall landscaping plan.
- (b) the owner is fully responsible for the on-going care and maintenance of these areas if the owner plants bulbs, annuals or specialty plants. Owners who later are unable to, or choose not to, maintain these areas must notify the Strata Corporation who has the right to return the area to easy care, low maintenance planting at the owners cost.

The Strata Corporation will provide yearly pruning and trimming of shrubs and trees in these common property areas.

Add-ons or Alteration to Units

- 43 (1) Further to bylaw 6 the Strata Corporation may permit add-on features to a strata lot under strictly controlled rules as outlined below. Examples of add-on features are: Solariums and overhead weather protection for the front door;
- (2) Add-on features shall be restricted to limited common property and overhead weather protection for the front door. These shall be consistent and congruent with the original architectural treatment and character and constructed of similar materials already prominent in the complex;
- (3) Written approval of the neighbours adjacent to or overlooking the add-on feature must be obtained. Such approval shall not be unreasonably withheld;
- (4) The site of an addition shall not detract from the enjoyment of the neighbour's patios or from the views from their windows. This includes the vistas up and down the landscaped grounds, and the visual enjoyment of the buildings themselves;

For this reason, generally, no addition shall extend beyond the first fence post, or be more than eight feet out from the face of the building, whichever distance is the lesser;

An exception may be made to the eight (8) foot limitation only where a solarium is proposed by an owner of a unit abutting on a unit that has an existing solarium with a dimension exceeding eight (8) feet from the face of the building.

- (5) Materials and methods used to construct the addition shall conform as follows:
- (a) walls of add-ons to be vertical, consisting primarily of glazing units, fly screens or open frames,
- (b) solid portions of walls are to be limited to structural supports, jambs and/or mullions and finished in a dark brown colour – stain on wood or baked enamel on metal,
- (c) door and window frames are to be dark baked enamel on metal, preferably similar in style and simplicity to those used in the development,
- (d) doors and windows, if provided, are to be glazed in clear glass or an approved solar glass. Alternatively, doors and windows may be screened in dark brown or black fiberglass fly screen,
- (e) roofs, if provided, are to be totally glazed in clear or approved solar glass,
- (f) the slope of the roof must complement the pitch of existing roofs in the development,
- (g) the solid portions of sidewalls must not exceed one quarter of overall height of the sidewall and must be finished on the exterior to match the existing brick used in the development. Alternatively, the panels below

the windows may be faced with dark brown enameled aluminum to match door and window frames.

- (h) flashings, gutter, soffits and other detail must match materials, weight and colour of corresponding items used in the development.
 - (i) rafters, posts or other structural members, if visible, are to be dark brown colour, baked enamel on aluminum sections or wrapped in sheet metal with baked enamel finish.
- (6) An owner seeking approval of the Strata Corporation to install an add-on must:
- (a) provide dimensioned drawings showing a plot plan and a floor plan of the add-on feature together with cross sections and two elevations in relation to the existing residence.
 - (b) must be able to state that he/she has discussed the add-on feature with his/her neighbours who will overlook the new structure and that they have given their written consent;
 - (c) obtain strata council approval prior to applying for licenses and building permit.
- (7) Upon receipt of the approval of Strata Corporation to the add-on, the owners shall, before commencing the work:
- (a) obtain all necessary consents, licenses and approvals from the City of Surrey and other authorities having jurisdiction over the work,
 - (b) give to the Strata Corporation such written undertakings as may be reasonably required that the owners will:
 - (i) pay all costs of the work,
 - (ii) ensure that qualified workers are employed to carry out the work. The workers must have adequate Workers Compensation Board coverage and liability insurance.
 - (iii) comply with the Builders' Lien Act of the Province of British Columbia and in particular, withhold the percentage of the price of the contract required by the Act until the statutory time for the filing of liens has passed and no liens have been filed.
 - (iv) ensure that the add-on is covered by the usual insurance coverage at no expense to the Strata Corporation,
 - (v) save harmless the Strata Corporation from all liability arising out of the construction and existence of the add-on.

- (vi) agree that he/she and all future owners of the strata lot will be solely responsible for the repair and maintenance of the add-on at their own expense.
- (8) An owner who installs a sun room enclosure on their patio (or who has the use of such an enclosure, whether installed by them or not) must repair and maintain that enclosure and any alterations to the adjacent structure. *(AGM June 8, 2016 CA5368050)*

Illegal Activity

- 44 (1) Where the strata corporation determines that illegal activity is taking place in a strata lot or on the common property, an owner, tenant or occupant, regardless of whether they had knowledge, notice or forewarning of such illegal activity must pay all costs incurred by the strata corporation in connection with the investigation and removal of such illegal activity, including, without limitation, any increase in insurance, disposal costs and the costs to repair damage to any strata lot or common property, including limited common property.

Garage Sales

- 45 (1) Garage sales are not permitted, however the Strata Corporation recognizes that owners, tenants, or occupants, who have sold their property may require such a sale. Permission for a one-day, in-house (i.e. in the suite or garage only) may be requested from the Strata Corporation in writing and written approval given at the Strata Corporation's discretion.

Portable Air Conditioners *(approved SGM March 14, 2022, CA9870436)*

- 47 (1) Owners, tenants and occupants may install and operate one or more portable single room air conditioners (an "air conditioner"), but only with the prior written permission of the strata corporation.
- (2) When requesting permission, an owner, tenant or occupant must provide the strata council with the make, model and specifications of the proposed air conditioner.
- (3) When an air conditioner is installed and operated it must:
 - (a) only vent through a window or sliding door using a manufacturer approved vent kit;
 - (b) not penetrate or be attached to the building envelope in any way;
 - (c) not, when in operation, produce sound which exceeds 49 decibels measured within one metre of the exterior of the window in which it is located; and

- (d) have an automatic shut-off function which engages once the desired temperature is achieved;
- (4) An air conditioner for which permission is given may only be installed and operated between May 1 and September 30. They must be removed from the opening no later than October 1 and reinstalled no sooner than April 30.
- (5) Where the installation or operation of an air conditioner causes damage to the common property or a portion of the strata lot for which the strata corporation is responsible to repair or maintain, the strata corporation may charge the costs of repairing such damage to the owner of the strata lot in which the air conditioner is located.

Occupancy Limit

- 48 Each strata lot shall be subject to a limit of 4 persons who may reside in the strata lot at any given time. *(approved, AGM June 14, 2023)*

Englesea Rules

Window and Patio Door Specifications / Standards

(ratified SGM, March 25, 2025)

Policy Purpose and aims:

This document outlines the window specifications for Englesea Place, in order to maintain a consistent aesthetic throughout the complex, and to protect the integrity of the building envelope.

This document aims to maintain the visual harmony and energy efficiency of Englesea Place, while allowing homeowners the flexibility to upgrade their windows at their own cost and in their own timing. All residents are encouraged to work collaboratively with the Strata Council to ensure that any retrofit projects align with these specifications and contribute positively to the community.

1. Window and Patio Door Retrofit Requirements:

1.1 Glass Type:

- All retrofit windows and patio door must have clear non-reflective glass with a minimum insulation value of R-270 to enhance energy efficiency. Any upgrades to this level will be considered during the application process.

1.2 Frame Color:

- The window or patio door frames shall be dark brown to match the existing aesthetic of the townhouse complex, similar in style and simplicity to those used in the development, which is baked enamel on metal. In fact, the darker brown the better as brown may fade.
- Windows may be screened in dark brown or black fiberglass fly screen.

1.3 Muntin Bars:

- Muntin bars (grids dividing the glass into smaller panes) are not included with strata funded window replacement, and the long-term goal of the strata is to remove them entirely.
- Should a homeowner wish to add removable tape muntin bars to a window to be consistent with their other windows, they may do so at their own cost.
- Homeowners who wish to remove All the muntin bars at their unit can do so at their own cost.
- Homeowners who wish to replace ALL their windows at their own cost will replace their windows without muntin bars.

2. Window or Patio Door Installation Guidelines:

2.1 Window or Patio Door Style:

- Replacement windows shall match the style and design of the existing windows in the complex to ensure visual consistency.
- The size of the window or patio door must remain the same (retrofit), but the options for opening will be considered for safety and aesthetics.

2.2 Installation Quality:

- Standard retrofit insert with no additional trim or cutting to the existing siding and with the smallest flange possible, unless a new frame replacement is recommended by a qualified contractor, endorsed by the strata, in which case, the strata will assume responsibility for the project.
- Windows or patio doors must be installed by licensed and qualified contractors to guarantee proper fitting and energy efficiency.

2.3 Compliance:

- All retrofit window installations must comply with local building codes and regulations.

3. Approval Process:

3.1 Pre-Approval:

- Prior to initiating any window retrofit project, townhouse owners must submit an application detailing the proposed window specifications to the complex's strata council for review and approval. The application must include the contractor's name and contact information, drawings and reports, along with a signed Indemnity Form. The Indemnity Form will become part of the Form B attached to the sale documents when the home is sold. The Indemnity Form ensures that the homeowner agrees to take responsibility for the new window going forward.

3.2 Strata Council Review:

- The Strata Council will review each application for compliance with this policy and ensure that the proposed windows maintain the complex's look and feel and integrity of the existing building envelope.

3.3 Approval Notification:

- Homeowners will receive written approval or rejection within 2 weeks of the following Strata Council meeting after of submitting their application.

4. Enforcement and Compliance:

4.1 Non-Compliance:

- Any window retrofit projects that do not adhere to this policy will be considered non-compliant and may be subject to fines or required corrections.

4.2 Monitoring:

- The Strata Council reserves the right to periodically inspect retrofit projects to ensure compliance with this policy.

4.3 Future Amendments:

- This policy may be amended or updated by the Strata Council as needed, with input from homeowners, to accommodate changes in architectural trends or technology.

5. Strata and Homeowner Responsibilities:

5.1 The Strata Corporation:

- The Strata Corporation is responsible for the repair and maintenance of unit window panes and frames as they are considered "common property".

5.2. The Homeowner:

- The homeowner is responsible for normal wear and tear of window use or damage due to damage by an owner, tenant, or visitor.

5.3 Strata Complex Window Replacement

- Should a Strata Corporation wish to replace all the unit windows, the owners must approve the initiative by a 75% vote.
- If 75% is achieved, all owners are required to contribute to the overall cost based on unit entitlement (Sections 99 and 100 re 'common expenses').
- A homeowner may not opt out of participating in the cost of a complex-wide window replacement project as this cost is a common expense.

5.3 Homeowner window replacement (retrofit)

- The Englesea Strata does not encourage owners to replace windows but recognize an owner's right to retrofit a window at their own expense.
- Owners who have already replaced windows or patio doors, and given the work and the product meets approved strata standards and installed by a qualified professional, may be reimbursed some portion of the investment, based on the decision at the time of replacement.
- This does not mean there would be an "exemption" from contribution, although there could be an overall reduction in cost (for example, windows in 50 units replaced vs the windows in 53 units).
- There is no guarantee of any reimbursement or savings for prior window replacement should the strata decide to replace all windows.
- Owners must complete an "Strata Indemnity Form" which will be attached to the real estate sale "Form B" document.