

STRATA PLAN BCS 340

DOUGLAS POINT

17516 4th Avenue,
Surrey, British Columbia

Bylaws

*Attached are the Bylaws of Strata Plan BCS 340
For legal purposes, please obtain a true copy as
registered at the Land Title Office.*

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

<i>Registered</i>	<i>May 27, 2003</i>	<i>BV 189857</i>
<i>Registered</i>	<i>September 20, 2004</i>	<i>BW 433605</i>
<i>Registered</i>	<i>March 21, 2006</i>	<i>BA 491111</i>
<i>Registered</i>	<i>April 19, 2007</i>	<i>BB 489153</i>
<i>Registered</i>	<i>May 26, 2008</i>	<i>BB 239643</i>
<i>Registered</i>	<i>April 27, 2009</i>	<i>BB 935736</i>
<i>Registered</i>	<i>October 31, 2018</i>	<i>CA7164078</i>
<i>Registered</i>	<i>October 31, 2022</i>	<i>CB311704</i>
<i>Amended</i>	<i>October 4, 2024</i>	<i>CB1647461</i>

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

STRATA PLAN BCS 340, DOUGLAS POINT
Schedule of Standard Bylaws

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

Payment of strata fees

- 1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

- 2
- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - (3) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
 - (4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of Bylaws any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

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 or occupant must not keep a pet 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) one dog or one cat.
- (4) An owner, tenant or occupant must not harbour exotic pets, not limited to but including, snakes, reptiles, spiders or large members of the cat family.
- (5) Hot tubs, pools and trampolines are not permitted on common property or limited common property.
- (6) When on common property, all animals must be kept on a short leash (under 6 feet in length) and under strict control of the owner, tenant or occupant.
- (7) A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- (8) Any animal found loose on the common property may be delivered to the Municipal Pound at the animal owner's sole expense.
- (9) An owner, tenant, occupant or visitor must not keep pets on a strata lot, on common property or on land that is a common asset except in accordance with these Bylaws.
- (10) An owner, tenant or occupant must not keep a Permitted Pet which is a nuisance on a strata lot on common property or on land that is a common asset. If an owner, tenant or occupant has a pet which is not a Permitted Pet or if, in the opinion of the Strata Council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the Strata Council may in writing order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- (11) Notwithstanding these Bylaws, a resident whose pet contravenes Bylaw 1.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.
- (12) A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

Notwithstanding provisions of this bylaw, the owners on title as of March 25, 2006 with possession of two or more pets will be permitted to retain the current number of pets in their household until such time that those pets are no longer alive and thereafter those owners will then be required to adhere to the terms of the bylaw limiting them to only one dog or one cat.
- (13) An owner, tenant, occupant or visitor must not cultivate, alter or process marijuana, including cannabis, within a strata lot and/or on the common or limited common property.
- (14) Doorbell cameras are permitted provided they only provide coverage to the immediate area outside of the door.

Rental Restrictions

- 4.1** (1) Subject to the Strata Property Act, there shall be a limit of 10% of strata lots that may be rented by the owners of Strata Plan BCS 340, Douglas Point at any given time.
- (2) An owner who wishes to lease his strata lot shall apply in writing to the Strata Council for permission to lease within the prescribed limit as set out in these Bylaws.
- (3) The Strata Corporation is entitled to assess a fine against an owner for failure to provide a Form K in accordance with Section 146 of the Strata Property Act.
- (4) Where the Strata Council grants to an owner permission to lease his strata lot, the applicant must exercise such permission within ninety (90) days of the date of approval of his application after which time the application and permission become void.

Obtain approval before altering a strata lot

- 5** (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Where a strata lot, the common or limited common property has been altered 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 the owner of the strata lot to which the alteration was done or who has the use and enjoyment of the altered common or limited common property or who otherwise 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.

Obtain approval before altering common property

- 6** (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

- (3) Where a strata lot, the common or limited common property has been altered 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 the alteration; then the owner of the strata lot to which the alteration was done or who has the use and enjoyment of the altered common or limited common property or who otherwise 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.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act,
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

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, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

- 9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

Council members' terms

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 11** (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.

Replacing council member

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president

- (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

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

Requisition of council hearing*

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

Quorum of council

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

Quorum of council

* [SPA Reg.]

Definition for section 15 of Standard Bylaws

- 18.1** For the purposes of section 15 of the Standard Bylaws, "hearing" means an opportunity to be heard in person at a council meeting.

Council meetings

- 17** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 18** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

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

Division 4 - Enforcement of Bylaws and Rules

Maximum fine

- 23** (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, other than a rental bylaw,
 - (b) \$500 for each contravention of a rental bylaw; and
 - (c) \$50 for each contravention of a rule.
- (2) Fines levied by the strata corporation shall be due and owing along with the next instalment of strata fees.
- (3) Costs attributable to a strata lot for remedying a bylaw contravention shall, upon proper notification to the strata lot owner, be due and owing along with the next instalment of strata fees.

Continuing contravention

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

Division 5 - Annual and Special General Meetings

Person to chair meeting

- 25** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
 - (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
 - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
 - (8) Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Order of business

- 28** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (i) Pursuant to section 48(3) of the Strata Property Act, if at the time appointed for an annual or special general meeting a quorum (being eligible voters holding 1/3 of the strata corporation's votes) is not present:

- (a) if the meeting is an annual general meeting or a special general meeting held pursuant to s.42 of the Act the meeting stands adjourned for 10 minutes. At the time the meeting is reconvened, those eligible voters present at that time shall constitute a quorum.
 - (b) if the meeting is a special general meeting held pursuant to s.43 of the Act, it stands permanently adjourned.
- (ii) If a meeting proceeds pursuant to (i)(a), and one or more eligible voters leave during the course of the meeting, the quorum shall be reduced to the number of eligible voters present.
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Miscellaneous

Strata Accounts

- 35** Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if:
- (a) the Strata Corporation is entitled to register a lien against that strata lot under Section 116(1) of the Act; or
 - (b) there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, or remedying a contravention of the Bylaws or Rules for which the owner is responsible under Section 131 of the Act or any other amounts assessed against the strata lot, pursuant to these Bylaws.

Roadways/Firelanes

- 36** Douglas Point Townhouse complex internal roadways/firelanes consist of the main road between the 4th and 2nd Avenue gates and the east/west road at the south end of the complex.
1. Maximum posted speed limit in the complex of 10 kph to be observed at all times.
 2. No vehicle will be left unattended on internal roadway/firelanes at any time.
 3. An owner, tenant, or resident must not park in visitor parking spaces, or permit anyone other than visitors to their strata lot to use visitor parking. Any extended visitor parking (over 7 days) must be approved in writing by Strata Council.
 4. Only licensed and insured vehicles displaying current decals on their license plates may be parked inside Douglas Point gates with the exception of inside your garage or inside RV lot. All vehicles parked in the RV lot must have, at a minimum, valid storage insurance that includes Third Party Liability coverage. A copy of all storage insurance policies must be provided to Hugh & McKinnon.
 5. No mechanical maintenance or repairs of vehicles are permitted in driveways or on common property (excluding washing of vehicles).
 6. An owner, tenant or resident must promptly clean up any oil or other substance which spills or leak onto driveways, garage aprons, roadways, or limited common property. The Strata Council will have the authority to have the area cleaned and costs assessed to the owner of that strata lot.
 7. No parked vehicle may extend over the curb of any driveway, parking pad or visitors space or obstruct amenity building sidewalks.
 8. No commercial or recreational vehicles, trailers or boats may be parked in driveways or parking spaces except for loading and unloading.

Insurance

- 37** (1) 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, the cause of which claim the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for or the source of the damage giving rise to the claim originated in that owner's strata lot.

- (2) 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 for which the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the damage which gave rise to the claim, the owner shall pay directly any deductible related to such claim.
- (3) The strata corporation, subject to the terms of the Strata Property 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 and which is not covered by the strata corporation's insurance 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 that strata lot. 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 section shall act to restrict the rights of the strata corporation pursuant to s.133 of the Strata Property Act.
- (4) The owner of a strata lot shall be obligated to pay to another owner the costs (including any insurance deductible) to repair any damage to that other owner's strata lot 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.

38 Short Term Rental Accommodation

- (a) An owner, tenant or occupant is not permitted to use or allow their strata lot (or any part of it) to be used for the purposes of vacation or travel accommodation for the general public or as part of a vacation rental program, short term accommodation arrangement, room rental or other similar program.
- (b) Except as otherwise permitted by these bylaws, an owner, tenant or occupant must not in exchange for money or other consideration, allow, permit, agree or otherwise grant 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.

STRATA PLAN BCS 340

DOUGLAS POINT

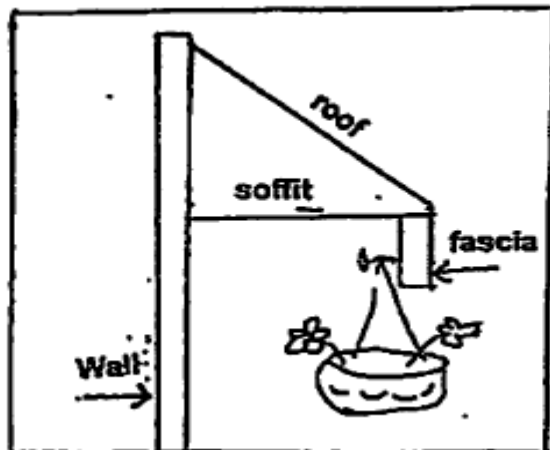
**17516 4th Avenue,
Surrey, British Columbia**

Rules

Amended September 25, 2025

STRATA PLAN BCS 340, DOUGLAS POINT RULES

1. Upon written permission from Council, retractable screens with white hardware and frames to be installed in a workmanlike manner are allowed.
2. The Recreational Vehicle Parking Lot is for residents only, vehicles are required to be insured and registered by a resident.
3. Hanging baskets are allowed at Douglas Point with the provision that they are attached to the inside face of the fascia board as per the following diagram.



4. Vehicles are not to be parked sideways on the driveways and parking pads (*ratified at the 2022 AGM*)
5. Christmas Decorations
 - a. Christmas lights and decorations are encouraged to beautify the complex over the holiday season.
 - b. Decorations should be up and lit no earlier than December 1 and must be removed by January 30 each year. (*ratified at the 2022 AGM*)
 - c. Lights and decorations are not to be affixed to any outside boards, fascia or roof area with screws, nails or staples (inside fascia board is okay or with gutter hangers).
6. Parking on the roadway in front of mailboxes is not permitted at any time. (*ratified November 10, 2020*)
7. No power washing of any pavers. (*ratified at the 2022 AGM*)
8. An owner, resident, or visitor must not feed birds, squirrels, rodents, or wild animals on the common or limited common property, except for hummingbirds.
9. No signage, unless approved by the Strata Council, is to be affixed or placed on common or limited common property.
10. The 4th Avenue Gate to be kept open between 8am and 5pm Monday to Friday.
11. Nothing is permitted to be attached, hung, draped, or leaning against any fences or gates.

CLUBHOUSE

1. No one under the age of eighteen may use the amenity building without an adult resident or owner in attendance. Should any resident find this Rule is not being adhered to, please contact the Property Manager.
2. Alcohol is permitted to be served to non-residents using the clubhouse, accompanied by an owner. Any owner who books the clubhouse for an event where alcohol is to be served to non-residents, may be required to obtain any permits required to allow this, such as a liquor license. Event insurance may also be required. Whether such insurance or permits are required will be determined by the Strata Council upon review of the event details. Where event insurance is required, owners must provide a copy of this insurance to the Council, prior to the event taking place.
3. Any booking beyond 24 hours will be deemed to be multiple bookings and additional rental fees of \$50.00 per day will be charged.
4. When the clubhouse is rented, the party renting the facility shall have exclusive use of that space for the duration of their rental. Other owners are not permitted to use the clubhouse during this time. When a rental notice is posted on the clubhouse door, no one is permitted to enter except invited guests of the party who has exclusive use of the facility.

DOUGLAS POINT
The Owners Strata Plan BCS 340
49-17516-4th Avenue, Surrey BC V3Z 0S1

AMENITY BUILDING BOOKING AGREEMENT

OWNER: _____

UNIT: _____

DATE REQUIRED: _____

TERMS AND CONDITIONS

CAPACITY

The number of visitors will be restricted to 150 persons.

NOISE

Please be respectful of your neighbours, especially when you and your guests are outside the Amenity Building.

BOOKINGS ARE FOR 24 HOUR PERIOD - 10:00 AM to 10:0 AM

- The Amenity Rooms are for the exclusive use of Douglas Point Owners/Residents.
- Owners/Residents MUST be present for all booked events.

FEES

- **FLAT RATE USER FEE: \$50.00 per day payable at time of booking.** *Any booking beyond 24 hours will be deemed to be multiple bookings and additional rental fees of \$50.00 per day will be charged.
- **SECURITY DEPOSIT*: \$250.00 due prior to event**
*to be refunded ONLY after satisfactory inspection has been conducted. Repair of any damages resulting during the time the building is reserved for your event will be paid first out of the security deposit. If damages exceed the security amount, the owner agrees, by signing this booking form, to pay for repairs satisfactory to the Strata Council or their designate. The Strata Council will coordinate and arrange all repairs to the building, furniture or equipment.

INSPECTION

An inspection of the hall will be conducted by a Strata Council Member, or their designate, both BEFORE and AFTER the event.

PETS

No pets to be allowed in the building at any time unless they are Official Service Dogs.

ALCOHOL

Any owner/resident who books the clubhouse and plans to serve alcohol to non-residents may require a liquor license and possibly Event insurance. Where event insurance and/or a liquor license is required, owners must provide a copy to the Council, prior to the event taking place.

SMOKING

- Smoking is restricted to the backyard patio of the Amenity Building.
- Owners must ensure there are sufficient ashtrays for smoking guests.

EATING AREAS

- No food or drinks in carpeted areas (stairs or library).

POOL TABLE AND SHUFFLEBOARD

- **DO NOT MOVE THE POOL TABLE FOR ANY REASON (or a charge will be levied to have the table re-levelled).**

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- Children under the age of 12 using the Shuffleboard must be supervised by an adult.
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- The ping pong boards, foam bars and black plastic sheet are to be placed back in the storage room after use, and the clear plastic pool table cover onto the pool table.
- *Do not use the clear pool table plastic cover for anything else.* The clear plastic Pool Table Cover must not be used for food service.

CHILDREN

Anyone under the age of 18 must be supervised at all times by an adult.

CLEANING,

Following the event the Owner MUST:

1. Remove all GARBAGE & EMPTIES from the premises.
2. Sweep & mop floors, clean washrooms, clean out fridge, stove, oven and microwave (if used).
3. Wash and put away all linens, utensils, dishes, etc. (if used).
4. Clean up garbage and spills on patio and return tables and chairs to original set-up inside and out.
5. Clean BBQ and return to original set-up (if used).

GENERAL

- No tape, tacks, etc. to be affixed to the walls.
- Remove all balloons and signs from trees and gates after the function.
- Other Owners/Residents are not permitted access to the Clubhouse when it's booked for a private event.

CONTRACT AND RELEASE

I/WE AGREE TO THE AFORESAID TERMS AND CONDITIONS AS HEREIN SET OUT AND FURTHER AGREE TO RELEASE AND HOLD HARMLESS THE STRATA CORPORATION BCS, 340 STRATA COUNCIL, EMPLOYEES, OFFICERS, AGENTS, AFFILIATES AND VOLUNTEERS FROM ANY CLAIMS FOR INJURY, LOSS OR DAMAGE THAT I/WE MAY SUSTAIN WHILE MAKING USE OF THE AMENITY BUILDING AT:

#49 - 17516 - 4TH AVENUE, SURREY, BC, V3Z 0R9

Signed this _____ day of _____, 2____ in Surrey, B.C.

Owner/Resident

Council Member (or designate)

SECURITY DEPOSIT REFUND

OWNER: _____

UNIT: _____

DATE: _____

INSPECTION COMPLETED: _____

STORAGE ROOM KEY RETURNED: _____

DEPOSIT REFUNDED: _____

**STRATA PLAN BCS 340, DOUGLAS POINT
PET REGISTER**

Date: _____

Owners Name: _____

Address: _____

Telephone **Home** _____ **Work** _____ **Cell** _____

Email: (Print Clearly) _____

Type/Description of Pet: _____

Name of Pet: _____

City of Surrey Pet License #: _____

Signature of Pet Owner: _____

Picture of Pet:



Please return form to:

Mail:

Fax:

Email:

Hugh & McKinnon Realty, Ltd., Strata Agents

14007 16th Avenue, Surrey, BC V4A 1P9

604-531-4624

strata@hughmckinn.com

GARDEN PLOT RULES

1. Plots are assigned on a first come first serve basis; one garden plot per strata unit carries over from year to year. New requests for garden plots will be accepted until March 15th and assignment of plots will be completed by March 31st each spring.
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3. Each gardener is responsible for the maintenance and upkeep of their garden plot and are responsible for clearing the plot of all dead plant material at the end of the growing season.
4. Each gardener is responsible for weed control on pathways around their plot.
5. A hose is available for watering and an organic recycle bin is provided for garden debris.
6. Children are welcome in the garden but must be accompanied by an adult and must be supervised.
7. It is the gardener's responsibility to notify the coordinator if he or she is no longer able to care for their plot.
8. The application of herbicides (weed killers) to the garden plots is prohibited.

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1. A master list of owners, renters and stall numbers will be compiled, updated and distributed on April 1st of each year as required. Owners who hold leases for RV stalls are required to advise the Strata Agent of any changes to the occupancy of their stall.
2. A renter must be a resident of Douglas Point.
3. All vehicles, whether it is a utility trailer, truck, motorcycle, RV or boat trailer, parked within the Douglas Point RV compound, are required to display a current, valid license plate, and/or a copy of valid storage insurance, that includes third party liability coverage, must be provided within two weeks' notice from Council. There will be no storage of household items (such as mattresses) permitted in the RV compound. All dangerous goods (propane or gasoline tanks), must be stored in safe containers and in a safe manner.
4. Hydro expenses: Residents using the RV spots will be billed accordingly, as per the bi-monthly bills received from BC Hydro.
5. Vehicles used for business purposes are not classified as R.V. vehicles and would not qualify as "Recreational Vehicles". Vehicles used for business purposes would therefore not be appropriate to be parked in the R.V. Parking Lot.
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- 1) For the purposes of these Rules, an Air Conditioning System (ACS) means a mechanical device or system that cools or otherwise regulates the interior temperature of all or part of a strata lot and including but not limited to mini split air conditioners, ductless air conditioners, heat pumps, portable air conditioners or window mounted air conditioners.
- 2) Window-mounted air conditioners are **not permitted**.
- 3) Portable air conditioners are permitted without prior approval provided that they are housed entirely inside the strata lot and are vented through the window using a manufacturer approved vent kit.
- 4) Only the following types of ACS are permitted with prior written approval and a signed Assumption of Liability (AOL) agreement:
 - a) ductless mini-split system with outdoor condenser;
 - b) external heat pump condenser with an air handler or furnace;
 - c) external air conditioner with air handler or furnace.
- 5) When requesting permission to install an ACS, an owner must provide a diagram that includes (and where applicable explains):
 - a) the proposed location and size of the condenser;
 - b) the manufacturer's clearance requirements for the exterior condenser;
 - c) the exact location of any penetration(s) of the building envelope;
 - d) the exact location and length of any conduits intended to run on the outside of the building;
 - e) the exact location of the electrical quick disconnect for the outdoor condenser;
 - f) the location of the external drain;
 - g) the location of the pre-approved plant material which will be used to screen any portion of the ACS which is on the exterior of the building.
- 6) The installation of an ACS is subject to the following conditions:
 - c) Condenser units must be installed on a single piece of pre-cast concrete or composite slab with riser blocks, and;
 - i) there must be a discussion between the contractor and council prior to the slab being poured to determine the approved location.
 - d) All penetrations of the building envelope must be a maximum of 3.5 inches and properly sealed to prevent water ingress or pest infestation;
 - e) The outdoor condenser unit must not exceed a maximum operating sound level of 65 Db at a distance of 3 feet from the condenser.
 - f) The conduit pipe from the condenser to the entry point through the building envelope must take the most direct route and must be white in colour;
 - g) Only one exterior supply conduit may be run from the condenser. All other supply conduit for additional interior evaporators must be contained in one of the following.
 - (i) inside the soffit;
 - (ii) inside the attic;
 - (iii) inside the strata lot.
 - h) Wiring for the condenser must only be run through the inside of the soffit, inside the attic or inside the strata lot;
 - i) The quick disconnect for the outdoor condenser must be encased in it's own box
 - j) The condenser unit installed on the exterior of the building must be screened at the owners' expense, to obscure visibility from the roadway, and the screening material must be:

- (i) plant material selected from the following list of approved plants (subject to change as weather patterns change). When purchasing plants, please use the scientific name of the plant NOT the common name noted in brackets below. (The common name refers to a variety of plants whereas the scientific name refers to a specific plant.)

GRASSES

- Helictotrichon sempervirens (blue oat grass) (SUN)
- Panicum virgatum (switch grass) (SUN)

BROAD LEAVED EVERGREENS

- Euphorbia characias (Mediterranean spurge) (SUN)
- Buxus microphylla (Asian boxwood) (PART SHADE)
- Buxus sinica 'Winter Gem' (little leaf boxwood) (PART SHADE)
- Choisya 3ileate (Mexican mock orange) (PART SHADE)
- Euonymus japonicus 'Paloma Blanca' (Paloma Blanco euonymus) (SUN-PART SHADE)
- Euonymus japonicus 'Silver King' (Silvery King euonymus) (SUN-PART SHADE)
- Lonicera ligustrina 'Red Tips' (Red Tips box leaf honeysuckle) (SUN-PART SHADE)
- Lonicera pileata (privat honeysuckle) (SUN-PART SHADE)

- (ii) discussed with council prior to purchasing as unit specifics vary and may require specific plants to be used or not used.
- (iii) installed in compliance with the clearance requirements as outlined in the OEM manual;
- (iv) in the location approved by the strata council in any permission granted.

k) Any modifications to the irrigation system (or the repair of damage caused to same during the installation) are to be done by a contractor approved by the strata council, and at the owner's expense.

- (7) Prior to installing an ACS an owner shall sign an Assumption of Liability (AOL) agreement in favour of the strata corporation whereby they agree to:
- a. repair and maintain the ACS as per the OEM manual;
 - b. repair and maintain any portions of the common or limited common property that have been altered to install the ACS or the conduit;
 - c. pay for the costs incurred by the strata corporation to repair water ingress, pest infestations or any other damage resulting from the installation;
 - d. indemnify and save harmless the strata corporation from all losses, damages and costs incurred as a result of the installation and use of the ACS;
 - e. to remove and reinstall (at their expense) the ACS and conduit if required to permit the strata corporation to carry out its repair and maintenance duties.
- (8) Where an owner sells their strata lot, they shall have the purchaser sign an agreement assuming the owners duties under the AOL agreement including their ongoing responsibility for the ACS and the conduit. Should the prospective owner decline to sign the agreement, owner will have the exterior portions of the ACS removed and restore the common or limited common property to its pre-alteration condition at their own expense. Should the owner not remove the exterior portions of the ACS and restore the common or limited common property to its pre- alteration state, the strata corporation may do so and the owner shall be liable to pay the cost or estimated cost thereof.

(Ratified at the AGM Sept.25/2025)

STRATA PLAN BCS 340

DOUGLAS POINT

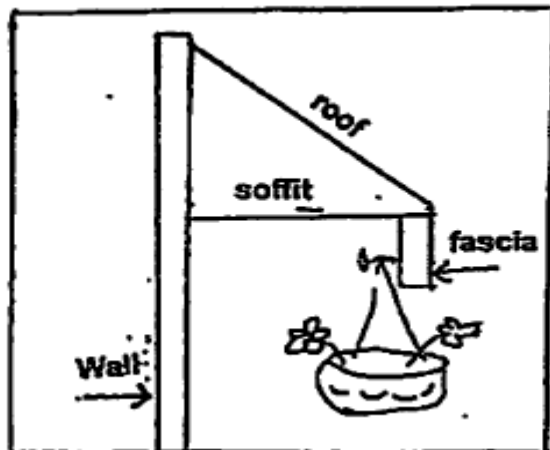
**17516 4th Avenue,
Surrey, British Columbia**

Rules

Amended September 25, 2025

STRATA PLAN BCS 340, DOUGLAS POINT RULES

1. Upon written permission from Council, retractable screens with white hardware and frames to be installed in a workmanlike manner are allowed.
2. The Recreational Vehicle Parking Lot is for residents only, vehicles are required to be insured and registered by a resident.
3. Hanging baskets are allowed at Douglas Point with the provision that they are attached to the inside face of the fascia board as per the following diagram.



4. Vehicles are not to be parked sideways on the driveways and parking pads (*ratified at the 2022 AGM*)
5. Christmas Decorations
 - a. Christmas lights and decorations are encouraged to beautify the complex over the holiday season.
 - b. Decorations should be up and lit no earlier than December 1 and must be removed by January 30 each year. (*ratified at the 2022 AGM*)
 - c. Lights and decorations are not to be affixed to any outside boards, fascia or roof area with screws, nails or staples (inside fascia board is okay or with gutter hangers).
6. Parking on the roadway in front of mailboxes is not permitted at any time. (*ratified November 10, 2020*)
7. No power washing of any pavers. (*ratified at the 2022 AGM*)
8. An owner, resident, or visitor must not feed birds, squirrels, rodents, or wild animals on the common or limited common property, except for hummingbirds.
9. No signage, unless approved by the Strata Council, is to be affixed or placed on common or limited common property.
10. The 4th Avenue Gate to be kept open between 8am and 5pm Monday to Friday.
11. Nothing is permitted to be attached, hung, draped, or leaning against any fences or gates.

CLUBHOUSE

1. No one under the age of eighteen may use the amenity building without an adult resident or owner in attendance. Should any resident find this Rule is not being adhered to, please contact the Property Manager.
2. Alcohol is permitted to be served to non-residents using the clubhouse, accompanied by an owner. Any owner who books the clubhouse for an event where alcohol is to be served to non-residents, may be required to obtain any permits required to allow this, such as a liquor license. Event insurance may also be required. Whether such insurance or permits are required will be determined by the Strata Council upon review of the event details. Where event insurance is required, owners must provide a copy of this insurance to the Council, prior to the event taking place.
3. Any booking beyond 24 hours will be deemed to be multiple bookings and additional rental fees of \$50.00 per day will be charged.
4. When the clubhouse is rented, the party renting the facility shall have exclusive use of that space for the duration of their rental. Other owners are not permitted to use the clubhouse during this time. When a rental notice is posted on the clubhouse door, no one is permitted to enter except invited guests of the party who has exclusive use of the facility.

DOUGLAS POINT
The Owners Strata Plan BCS 340
49-17516-4th Avenue, Surrey BC V3Z 0S1

AMENITY BUILDING BOOKING AGREEMENT

OWNER: _____

UNIT: _____

DATE REQUIRED: _____

TERMS AND CONDITIONS

CAPACITY

The number of visitors will be restricted to 150 persons.

NOISE

Please be respectful of your neighbours, especially when you and your guests are outside the Amenity Building.

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- Smoking is restricted to the backyard patio of the Amenity Building.
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EATING AREAS

- No food or drinks in carpeted areas (stairs or library).

POOL TABLE AND SHUFFLEBOARD

- **DO NOT MOVE THE POOL TABLE FOR ANY REASON (or a charge will be levied to have the table re-levelled).**

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Signed this _____ day of _____, 2____ in Surrey, B.C.

Owner/Resident

Council Member (or designate)

SECURITY DEPOSIT REFUND

OWNER: _____

UNIT: _____

DATE: _____

INSPECTION COMPLETED: _____

STORAGE ROOM KEY RETURNED: _____

DEPOSIT REFUNDED: _____

**STRATA PLAN BCS 340, DOUGLAS POINT
PET REGISTER**

Date: _____

Owners Name: _____

Address: _____

Telephone **Home** _____ **Work** _____ **Cell** _____

Email: (Print Clearly) _____

Type/Description of Pet: _____

Name of Pet: _____

City of Surrey Pet License #: _____

Signature of Pet Owner: _____

Picture of Pet:

Please return form to:

Mail:

Fax:

Email:

Hugh & McKinnon Realty, Ltd., Strata Agents

14007 16th Avenue, Surrey, BC V4A 1P9

604-531-4624

strata@hughmckinn.com

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