



Fraser Campbell Property Management Ltd.

STRATA PLAN NW 2765

ENGLESEA MANOR II

1225 Merklin Street
White Rock, British Columbia

Bylaws and Rules

*Attached are the registered Bylaws of Strata Plan NW 2765.
For legal purposes, please obtain a true copy as
registered at the Land Title Office.*

Repealed and Replaced	10 29 1990	Registration AD 293723
Bylaw Amendments	12 29 2008	Registration BB 1035718
Bylaw Amendments	12 20 2018	Registration CA 7264609
Bylaws Amended	11 28 2019	Registered CA 8053332
Bylaws Amended	12 22 2021	Registered CA9607087

STRATA PLAN NW 2765, ENGLESEA MANOR II

EXCERPT FROM THE "CONDOMINIUM ACT"

PART 5 - BYLAWS

DUTIES OF THE OWNER

115. An Owner shall

- (a) permit the strata corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the Bylaws are being observed;
- (b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his strata lot;
- (c) repair and maintain his strata lot, including windows and doors, and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- (d) use and enjoy the common property, common facilities or other assets of the strata corporation in a manner that will not unreasonably interfere with the use and enjoyment by other Owners, their families, visitors;
- (e) not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an Owner or not, or his family;
- (f) notify the strata corporation promptly on any change of Ownership or of any mortgage or other dealing in connection with his strata lot;
- (g) comply strictly with these Bylaws, and all other Bylaws of the strata corporation, and with rules and regulations adopted from time to time;
- (h) receive the written permission of the strata council before undertaking alterations to the exterior or structure of the strata lot, but permission shall not be unreasonably withheld.

Duties of strata corporation

116. The strata corporation shall

- (a) control, manage and administer the common property, common facilities or other assets of the corporation for the benefit of all Owners;

- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the corporation;
- (c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- (d) maintain and repair, including renewal where reasonably necessary pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
- (e) on the written request of an Owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the corporation and the receipts for the last premiums;
- (f) maintain and repair the exterior of the building, excluding windows, doors, balconies and patios included in a strata lot, including the decoration of the whole of the exterior of the buildings;
- (g) collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution; and
- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the corporation.

Powers of strata corporation

117. The strata corporation may

- (a) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an Owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the Owner or occupier;
- (f) grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the strata corporation by unanimous resolution otherwise resolves;
- (g) designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;

- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the corporation;
- (i) do all things necessary for the enforcement of the Bylaws and the rules and regulations of the strata corporation, and for the control, management and administration of the common property, common facilities or other assets of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, rules or regulations;
- (j) subject to the Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the strata council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the strata council thinks fit; and
- (k) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

Strata council

- 118.** (1) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- (2) The Owner developer shall exercise the powers and duties of the strata council until a council is elected by the Owners.
 - (3) A council shall be elected at the first annual general meeting of the Owners called by the Owner developer under section 123(1).
 - (4) The council shall be elected by and from among the Owners and shall consist of not less than 3 or more than 7 members, except as provided in section 89.
 - (5) If there are fewer than 4 strata lots, or fewer than 4 Owners, the council must consist of all Owners.
 - (6) Unless the council consists of all Owners, if a strata lot is owned by more than one person, only one Owner of the strata lot may be a member of the council at any one time.
 - (7) At each annual general meeting of the strata corporation all the members of the council must retire from office and the strata corporation must elect a new council.
 - (8) A retiring member of the council is eligible for re-election.

Vacancies, quorum, etc.

- 119.** (1) Except where the council consists of all Owners, the strata corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the council before expiry of his term of office and appoint another Owner in his place, to hold office until the next annual general meeting.
- (2) A vacancy on the council may be filled by the remaining members of the council.
- (3) Except where there is only one Owner, a quorum of the council is 2 where the council consists of 4 or less members, 3 where it consists of 5 or 6 members and 4 where it consists of 7 members.

Officers and meetings

- 120.** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council shall elect from among its members a chairman and vice chairman, who shall hold office until the conclusion of the next annual general meeting of the strata corporation or until their successors are elected or appointed.
- (2) The chairman of the council shall have a casting vote in addition to his original vote.
- (3) Where the chairman is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice chairman shall act as the chairman and have all the duties and powers of the chairman while so acting.
- (4) In the absence of both the chairman and the vice chairman, the members present shall from among themselves appoint a chairman for that meeting, who shall have all the duties and powers of the chairman while so acting.
- (5) At meetings of the council all matters shall be determined by simple majority vote.

Council powers

- 121.** (1) The Council may do one or more of the following:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit,
- (b) employ for and on behalf of the strata corporation 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;
- (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the strata corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

- (2) A council must meet when any member gives the other members at least 7 days' notice of a meeting proposed by the member, specifying the reason for calling the meeting, unless the other members agree to waive the notice;

Council duties

- 122.** (1) The council shall keep, in one location, or in the possession of one person, and shall make available on request to an Owner or a person authorized by him,
 - (a) a copy of this Act and of changes in the Bylaws under Part 5;
 - (b) a copy of special or unanimous resolutions;
 - (c) a copy of all the legal agreements to which the corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;
 - (d) a register of the members of the council;
 - (e) a register of the strata lot Owners, setting out the strata lot number, the name of the Owner, the unit entitlement, the name and address of any mortgagee who has notified the strata corporation, the name of any tenant or lessee, and a notation of any assignment by the Owner to the lessee;
 - (f) the annual budget for each year; and
 - (g) minutes of all general meetings and of all council meetings.
- (2) The council shall
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - (d) prepare proper accounts relating to all money of the corporation, and the income and expenditure of it, for each annual general meeting; and
 - (e) on application of an Owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
- (3) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (4) A member of a strata council is not personally liable for an act done in good faith in carrying out his duties as a member of the council.

General meetings

- 123.** (1) The first annual general meeting shall be called by the Owner developer and the meeting shall be held on the earlier of the date on which 60% of the strata lots have been conveyed by him, or a date 9 months after registration of the strata plan.
- (2) Subsequent annual general meetings shall be held once in each year, and not more than 13 months shall elapse between one annual general meeting and the next.
- (3) General meetings other than the annual general meetings shall be called extraordinary general meetings.
- (4) The strata council may, whenever it thinks proper, and shall on a requisition in writing by Owners or mortgagees of 25% of the strata lots, within 2 weeks after the requisition, convene an extraordinary general meeting.
- (5) Seven days' notice of every general meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, must be given to all Owners and first mortgagees who have notified their interests to the strata corporation.
- (6) An accidental omission to give notice to an Owner or to a first mortgagee or failure to receive the notice by an Owner does not invalidate proceedings at the meeting.

Procedure

- 124.** (1) All business shall be deemed special that is transacted
- (a) at an annual general meeting, with the exception of the consideration of accounts and election of members to the strata council, or
- (b) at an extraordinary general meeting.
- (2) Except as otherwise provided in these Bylaws, business must not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- (3) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- (4) If within 1/2 hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time.
- (5) If at the adjourned meeting a quorum is not present within 1/2 hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum.
- (6) The chair of the council is the chair of all general meetings.
- (7) In the absence of the chair from the meeting or in case he or she vacates the chair, the vice chair of the council must act as chair.
- (8) In other cases, the meeting shall appoint a chair.

- (9) The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, is the following:
- (a) electing the chair of the meeting, if necessary;
 - (b) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - (c) filing proof of notice of meeting or waiver of notice;
 - (d) reading and disposing of any unapproved minutes;
 - (e) receiving reports of committees;
 - (f) considering the accounts;
 - (g) electing a strata council, if necessary;
 - (h) unfinished business;
 - (i) new business; and
 - (j) adjournment.

Voting at meetings

- 125.** (1) At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an Owner present in person or by proxy.
- (2) A request for a poll may be withdrawn.
- (3) Unless a poll is requested, a declaration by the chair that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (4) If demanded, a poll must be taken in whatever manner the chair thinks proper.
- (5) The result of the poll is deemed to be the resolution of the meeting at which the poll was requested.
- (6) If there is a tie vote, whether on a show of hands or on a poll, the chair of the meeting is entitled to a casting vote in addition to his or her original vote.
- (7) On a show of hands, an Owner must indicate his or her vote by showing his or her voting card.
- (8) On a show of hands or on a poll, votes may be given either personally or by proxy.
- (9) Unless, under this Act, a unanimous resolution is required, an Owner is not entitled to vote at a general meeting unless all contributions payable for his or her strata lot have been paid.
- (10) If Owners are entitled to successive interests in a lot, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- (11) An Owner who is a trustee is entitled to exercise the vote for the lot but the persons beneficially interested may not vote.

Proxies

- 126.** (1) An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
- (2) A proxy need not be an Owner.
- (3) Notwithstanding the provisions of these Bylaws on appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an Owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the Owner, shall be issued a voting card.

Violation of Bylaws

- 127.** (1) An infraction or violation of these Bylaws or any rules and regulations established under them on the part of an Owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the strata corporation. Any costs or expense so incurred by the corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (2) The strata corporation may recover from an Owner by an action for debt in a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the Owner, his employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any rules or regulations established under them.

Common expenses

- 128.** (1) The strata lot Owner's contribution to the common expenses of the strata corporation shall be levied in accordance with this Bylaw.
- (2) Where a strata plan consists of more than one type of strata lot, the common expenses shall be apportioned in the following manner:
- (a) common expenses attributable to one or more type of strata lot shall be allocated to that type of strata lot and shall be borne by the Owners of that type of strata lot in the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all types of strata lots concerned;
- (b) common expenses not attributable to a particular type or types of strata lot shall be allocated to all strata lots and shall be borne by the Owners in proportion to the unit entitlement of their strata lots.
- (3) Where a strata plan includes limited common property, expenses attributable to the limited common property shall be borne by the Owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata

lots.

- (4) The Owner developer shall cause to be prepared an interim budget of anticipated common expenses for the first 9-month period following registration of the strata plan, and the budget shall be delivered to each purchaser.
- (5) For the period from the date on which the strata plan is registered until the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser, the Owner developer shall pay the actual common expenses.
- (6) For the period from the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser until the first annual budget is approved at the first annual general meeting, the Owners, including the Owner developer, shall pay to the strata corporation their proportionate share of the estimated monthly common expenses in accordance with the interim budget prepared under subsection (4).
- (7) If the actual common expenses during the period referred to in subsection (6) exceed the estimated common expenses for that period, the Owner developer shall pay the excess.
- (8) At the first annual general meeting, the strata corporation shall cause to be prepared a budget for a period commencing on the date of the first annual general meeting and ending on the first anniversary of the last day of the month during which the first annual general meeting is held. After that, all Owners, including the Owner developer, shall, subject to subsections (2) and (3), pay a monthly assessment based on that budget determined in accordance with their unit entitlements.
- (9) Where, at the first annual general meeting, the budget shows that the estimated common expenses as shown on the interim budget exceeded the actual common expenses, the Owners, including the Owner developer, shall receive from the strata corporation a rebate of their contribution to the common expenses, based on the unit entitlement of the strata lots for which their contribution was paid, and the period of time during which their contribution was paid.
- (10) At each annual general meeting subsequent to the first annual general meeting, the strata corporation shall prepare an annual budget for the following 12 month period, and, after that, all Owners shall, subject to subsections (2) and (3), pay a monthly assessment in accordance with their unit entitlement.

Notices

129. Unless otherwise specifically stated in these Bylaws, delivery of any notice required to be given under this Act or under these Bylaws shall be well and sufficiently given if mailed to the Owner at the address of his strata lot and if left with him or some adult person at that address.

- (1) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- (2) An Owner may at any time in writing advise the corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed

to be the address of the Owner for the giving of notices.

- (3) The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation to the Owner of the strata lot.

Corporate common seal

- 130.** The strata Corporation shall have a common seal, which shall not be used except by authority of the council previously given and in the presence of the members of the strata council or at least two members of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the strata corporation, his signature is sufficient for the purpose of this section, and, if the only member is a corporation, the signature of the appointed representative on the strata council shall be sufficient for the purpose of this section.

Prohibitions

- 131.** (1) An Owner shall not
- (a) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building;
 - (b) make undue noise in or about any strata lot or common property; or
 - (c) keep any animals on his strata lot or the common property after notice in that behalf from the council.
- (2) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an Owner shall not use his strata lot for any other purpose, or permit it to be so used.

Promotion

- 132.** During the time that the Owner developer of the strata corporation is the first Owner of any units, he shall have the right to maintain any unit or units, whether owned or leased by him, as a display unit, and to carry on all sales functions he considers necessary in order to enable him to sell the units.

In addition to Part 5 of the Condominium Act of B.C., Sections 115 to 132 inclusive, the following are the Bylaws for Strata Plan NW 2765, **Englesea Manor II**.

BYLAW 1: RENTALS

- 1.1 The rental of strata lots is prohibited except to the extent allowed by the Strata Property Act (the 'Act') and these bylaws;
- 1.2 The number of Strata Lots that may be leased by Owners is hereby limited and subject to the following conditions:
 - (a) As of November 30, 1990, the number of Strata Lots that may be leased by Owners shall be limited to 3; except in the case where hardship necessitates a rental;
 - (b) An Owner wishing to lease their Strata Lot must obtain permission in writing from the Strata Council; such permission shall not be unreasonably withheld;
 - (c) An Owner who is leasing at the time of registration of this bylaw shall be permitted to lease their Strata Lot until such time as the Strata Lot is sold; subsequent to the sale of a leased Strata Lot the Owner must terminate the tenancy in accordance with the Provincial Governments' requirements for terminating a tenancy; permission to rent terminates when a Strata Lot is sold;
 - (d) The number of Strata Lots leased by Owners shall be decreased by one (1) in the event of a sale of a leased Strata Lot and shall continue to be decreased until such time as the total number of leased Strata Lots is 3.
- 1.3 An Owner who, in the case of hardship, obtains permission to lease their Strata Lot shall:
 - (a) Submit to the Strata Council a completed "Notice of Tenant's Responsibilities", Form K", of the Strata Property Act within 10 days of entering into a rental agreement (this form will also apply to persons using a Strata Lot).

Any Owner of a strata lot who leases his lot without submitting a Form "k" in accordance with Section 144 of the Strata Property Act shall be liable to a fine in accordance with Bylaw 22, Maximum Fine.
 - (b) Not lease rent or lend a strata lot to any person or persons for the purpose of housing any person under the age of 19 years;
 - (c) Not lease rent or lend a strata lot to any person(s) intending to house a pet;
- 1.4 The Strata Council may impose a fine in accordance with Bylaw 22. Such fine or fines shall be added to and become part of the assessment of such owner for the month next following the date when such fine is levied by the Strata Council and shall become due and payable on the date of payment of such monthly assessment.
- 1.5 Short Term Rental 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 a vacation rental or as travel accommodation;

- (ii) any sort of short term accommodation arrangement (being an occupancy of less than 30 days).
- (iii) As a room rental, home exchange or other similar arrangement.
For greater clarity, the hosting of a single foreign student as part of a homestay or exchange program is not prohibited.
- (b) Allow, permit, agree or otherwise grant a license, in exchange for money, 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.

BYLAW 2: PETS

- 2.1 No strata lot Owner shall feed pigeons, gulls or other birds, squirrels, rodents or other animals from their strata lot or anywhere in close proximity to the strata plan or within Englesea Manor II's boundaries.
- 2.2 All pets at Englesea Manor II must be under the control of the Strata Lot Owner they are visiting. All excrement deposited on the common property by pets must be removed by the Strata Lot Owner. Failure to do so could result in a fine of \$50.00 per incident against the maintenance account of the Strata Lot Owner.

BYLAW 3: EXTERIOR APPEARANCE AND ALTERATIONS

- 3.1 No signs, fences, gates, billboards, placards, advertising, or notices of any kind shall be erected or displayed on the common property or the strata lot, without prior approval of the Strata Council. Real estate signs are permitted on the signpost provided, separate signs of any kind are not permitted.
- 3.2 (a) No owner and/or resident will alter the finish or appearance of the fencing, railings, floors, walls or ceilings of the patios or balconies adjoining any strata lot. An owner and/or resident wishing to make any changes or improvements to these areas must submit, in writing, their proposal for consideration by the Strata Council.
If the Strata Council approves any changes or improvements, such approval must be in writing.
- (b) The placing of items on the patios and balconies shall be limited to free-standing, self-contained planter boxes, summer furniture and accessories and indoor-outdoor carpeting. Articles of a hanging nature shall be installed no less than three (3) feet in from the fence or railing line.
- 3.3 No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or any area outside the building so that they are visible from the exterior of the strata lot.
- 3.4 No structural alterations either to the interior or the exterior of the building shall be made. No exterior alterations to wiring, plumbing, piping, or other services shall be made, either on the strata lot or the common property. Interior alterations to wiring, plumbing, piping, or other services may be made providing they comply with all building codes and do not affect any other strata lot. Municipal permits for wiring and plumbing must be obtained prior to any alteration.
- 3.5 The exterior appearance of the building shall not be altered by displaying external drapes

or blinds other than the authorized beige or white colour blinds or by painting wood, ironwork, concrete, or other parts exterior of the building or the strata lot without prior written consent of the Strata Council.

- 3.6 The installation of awnings must be approved by Council in writing and shall be subject to Bylaws 5 a) b) e) t).

BYLAW 4: BARBECUING

- 4.1 Owners may use gas or electric barbecues only and barbecues must be used in a safe and inoffensive manner.

BYLAW 5: INSTALLATION OF BALCONY ENCLOSURES/SOLARIUMS

- 5.1 Owners wishing to install a solarium must first apply, in writing, to the Strata Council for permission.
- 5.2 Owners installing solariums must comply with all requests by the Strata Council pertaining to the installation and make installations in accordance with the following specifications:
- a) All decks and patios are limited common property, per the Strata Plan;
 - b) The designation as Limited Common Property under Section 53 gives Owners exclusive possession, but not exclusive ownership;
 - c) All solarium construction must be approved by Strata Council Resolution;
 - d) An Owner desiring to construct a solarium shall apply in writing, setting out the proposed details of the construction, attaching a detailed drawing of the construction plans, and undertaking that construction be completed as indicated;
 - e) Strata Council shall not approve an Owner's application unless it conforms to Structural and Appearance Specifications;
 - f) Strata Council shall have the power to stop construction of a solarium if it does not conform to the approved plans of construction;
 - g) All plans of construction must meet, or exceed, these specifications;
 - h) Balcony walls must remain as constructed, and the pony wall must not be altered; All of this to protect the architectural unity and appearance from one deck to the next whether or not a solarium is constructed.
 - i) The structural weight bearing components of the solarium may rest on the pony wall;
 - j) The top of the solarium must attach under and within the confines of the deck above, but must not hang, as to weight, from the deck above;
 - k) All attachments to the deck above must be completed in a proper and workmanlike manner and accomplished without interference to or changing the use of, the deck above;
 - l) All plans must conform to the White Rock Building Bylaws;
 - m) All structural components must be brown in colour;

- n) The width of the structural components themselves shall be in accordance with the Standard Plan;
- o) All glazing shall be clear in colour;
- p) All window dressings in the solarium shall be neutral in colour;
- q) The owner, and all subsequent owners, at all times, is and remains liable for the presence of the solarium and any dangers inherent therein;
- r) The owner is responsible for glass breakage and the consequences of its falling on decks and patios, personal property, and people below;
- s) The owner is responsible for the effects of the solarium on adjacent property, including cracks in the stucco surface, the effects of rain on, and in those cracks, and staining and discoloration;
- t) The owner is responsible for all cleaning.

BYLAW 6: COMMON EXPENSES

- 6.1 Monthly maintenance payments are due and payable on the first day of each month. Maintenance fees not received by the 10th day of the month in question will be subject to a \$50.00 penalty. Payment plus penalty not received by the 10th day of the following month will be subject to an additional \$50.00 penalty. At the end of a 45 day period a lien will be placed on the strata lot involved, at the Owner's expense, for the total monies due. Post-dated cheques are preferred and help to avoid penalties.

BYLAW 7: PARKING/MOTOR VEHICLES

- 7.1 No Owner shall use any garage space allotted to him for storage purposes, or any other use except the parking of the Owner's automobile, unless authorized by Council.
- 7.2 Parking stalls shall not be used for any purpose other than the parking of motor vehicles or storage of bicycles without written permission of the Strata Council.
- 7.3 No motor vehicle, trailer or boat or equipment shall be parked upon the Common Property without valid licence plates and insurance, or proof of storage liability insurance.
- 7.4 No inoperative motor vehicle shall be parked on the Common Property.
- 7.5 Unless otherwise authorized by Council, only private passenger vehicles shall be parked on Common Property and those parked shall be parked in designated or assigned parking spaces only.
- 7.6 Without approval of Council no motor vehicle, trailer or boat or equipment of any kind other than authorized by Council, shall be parked on Common Property.
- 7.7 Contents of ashtrays or other refuse from cars are not to be dropped on Common Property.
- 7.8 No major repairs or adjustments to motor vehicles shall be made in parking areas or within the building except in an emergency.
- 7.9 No parking space assigned to a strata lot shall be rented or leased to a non-resident.

- 7.10 Vehicles dripping excessive oil, gasoline, or any fluid onto the parking areas will be prohibited from parking on the Common Property until repaired. Owners of vehicles causing fluid staining shall, at notification from the Strata Council, clean up all the drippings and failure to do so within seven (7) days will result in the clean up being performed by the Strata Corporation and the costs of such clean up being assessed against the owner.
- 7.11 Car washing and vacuuming is permitted in designated car wash areas only.
- 7.12 Owners, tenants and guests are not permitted to use common property electrical outlets in the parkade without prior approval of the Strata Council.

BYLAW 8: USE OF STRATA LOT

- 8.1 The strata lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse.
- 8.2 Unless otherwise authorized by the Strata Council, all units shall be restricted to the following number of occupants:
 - (a) in a one bedroom suite - not more than two permanent occupants.
 - (b) in a two bedroom suite - not more than four permanent occupants.
- 8.3 The strata lot shall not be used for commercial or professional purposes or for any purpose, which may be illegal or contrary to any Government or Municipal Rules or Ordinances, or is injurious to the reputation of the building or its owners.

BYLAW 9: BICYCLES

- 9.1 No bicycles or tricycles are permitted in the hallways, elevators or balconies of the Strata Corporation, Strata Plan NW2765, except handicapped persons' appliances.

BYLAW 10: DISTURBANCE OF OTHERS

- 10.1 No noise shall be made in or about any Strata Lot or the common property which, in the opinion of the Strata Council, is a nuisance or unreasonably interferes with the use and enjoyment of any other Strata lot by its Owners.

BYLAW 11: WATERBEDS

- 11.1 The use of waterbeds within the building shall be subject to the Strata Council's prior approval, which shall be based on the following requirements:
 - (a) The owner providing to the Strata Council a copy of any insurance policy or rider specifically covering any possible damage resulting from water escape from such waterbed, whether to other owner's property or to Common Property areas, and, as otherwise might be required by the Strata Council.
 - (b) Any owner owning a waterbed prior to registration of this Bylaw, shall provide to Council a copy of any insurance policy as in Item 11.1(a) of this Bylaw.

BYLAW 12: VIOLATION OF BYLAWS

- 12.1 Any infraction or violation of these Bylaws or any Rules and Regulations established

pursuant to these Bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.

- 12.2 Any costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or curing such infraction or violation, shall be charged to such owner and shall be added to and become a part of the assessment of such owner for the month following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Strata Corporation and shall become due and payable on the date of payment of the monthly assessment.
- 12.3 The Strata Corporation may recover from an owner by an action for debt in any court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the owner, his employees, agents invitees or tenants, which violates these Bylaws or any Rules or Regulations established pursuant to these Bylaws, and there shall be added to any amount found due, all costs of such action including costs as between Solicitor and Client.
- 12.4 Nothing herein shall be deemed to limit any right of any owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

BYLAW 13: CHILDREN

- 13.1 Children under the age of 16 are NOT permitted in any common recreational area unless they are accompanied by an owner of responsible adult visitor.

BYLAW 14: GARBAGE

- 14.1 Garbage must be placed in plastic bags and tied. All cardboard boxes are to be flattened.

BYLAW 15: USE OF COMMON PROPERTY/RECREATION FACILITIES

- 15.1 Owners are responsible for damages caused by themselves or their guests; costs to repair damage will be assessed to the Owner's maintenance account.
- 15.2 Owners and their guests must comply with any Rules and Regulations pertaining to the use of the Recreation facilities and common property at Englesea Manor II. Reservations for exclusive use of the lounge shall be made through the Strata Council.

BYLAW 16: STRATA COUNCIL

- 16.1 The Strata Council shall consist of five members; Owners will elect three members for two (2) year terms and two members for a one (1) year term.

BYLAW 17: INSURANCE

- 17.1 For the purposes of section 149 (4) (b) "major perils" shall include the peril of "earthquake" in addition to those listed under Regulation 9.1 (2).
- 17.2 The owner of a strata lot shall be obligated to pay to the strata corporation upon demand the amount of any insurance deductible paid by the strata corporation in relation to any claim made under or against the strata corporation's insurance policy, the cause of which claim the owner, a tenant, an occupant of the owner's strata lot or their guest or invitee are

- responsible for the source of the damage giving rise to the claim originated in the owner's strata lot (other than from common property within the strata lot).
- 17.3 If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure 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 or the source of which originated in that owner's strata lot (other than from common property within the strata lot), the owner shall pay directly any deductible related to such claim.
- 17.4 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 the strata lot (other than from common property within the 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 the 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.
- 17.5 The owner of a strata lot shall be obligated to pay to another owner the reasonable 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 for the source of which originated in the owner's strata lot (other than from common property within the strata lot).
- 17.6 The strata council, acting reasonably, and after having provided an owner facing liability under this bylaw with an opportunity to make submissions to the strata council, shall determine whether or not an owner is responsible for damage or whether the source of the damage originated within the owner's strata lot.

BYLAW 18: SEVERABILITY

- 18.1 The provision hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

BYLAW 19: GARAGE DOOR REMOTES

- 19.1 Garage door remotes are not to be left in residents' vehicles. Residents who do so will be responsible for the costs associated with changing the security codes in the event of a theft of their garage door remote. Residents who violate this bylaw will be subject to a fine of fifty dollars (\$50.00).

BYLAW 20: SMOKING

- 20.1 An owner, tenant, occupant or visitor must not smoke tobacco, or any similar organic substance nor use an e-cigarette or other vapouriser:
- (a) on the interior common property, such as, but not limited to hallways, lobbies,

- stairwells, elevators, storage rooms, fitness/recreation/common room(s) and the parking garage(s);
- (b) on the exterior common and limited common property, including balconies, decks, patios, walkways, roadways or parking areas;
- (c) Within [3] or [7.5] meters of a door, window or air intake.

BYLAW 21: MARIJUANA

- 21.1 For the purposes of this bylaw, a reference to “marijuana” shall include “cannabis”.
- 21.2 Subject to (21.3) below, the smoking, vaping cultivation, alteration and processing of marijuana is prohibited on the common and limited common property.
- 21.3 An owner, tenant or occupant with a valid and current registration certificate issued under the *Cannabis Regulations* (a “Certificate”) will be permitted (to the extent allowed by law) to:
- (a) smoke or vape marijuana in a strata lot only (excluding any balconies, decks or patios which may form part of the strata lot) provided that a medical doctor prescribes smoking or vaping as the only means by which it can be consumed;
 - (b) cultivate marijuana in a strata lot for their own use; or
 - (c) alter or process marijuana within a strata lot for their own use.
- 21.4 An owner, tenant, or occupant with a Certificate who smokes or vapes marijuana as permitted by (21.3) (a) within a strata lot must not permit the smoke or odour to escape the strata lot such that it can be smelled by another resident.
- 21.5 An owner, tenant or occupant with a Certificate who cultivates marijuana or alters the form of marijuana within a strata lot must not permit any fumes or odours created by doing so to escape the strata lot such that it can be smelled by another resident.
- 21.6 An owner, tenant, occupant or visitor with a Certificate who undertakes any of the activities described in this bylaw, or any other activities related to medical marijuana must:
- (a) prior to undertaking such activity, provide a copy of their Certificate to the strata corporation;
 - (b) comply with all relevant federal, provincial, and municipal statutes, regulations, bylaws, and rules regarding the production and processing of marijuana;
 - (c) allow the strata corporation access to their strata lot in accordance with the strata corporation’s bylaws to ensure compliance with such laws;
 - (d) prior to installing any equipment related to the cultivation of marijuana for medical purposes, obtain approval from the strata corporation with respect to the proposed location and method of installation. While the strata corporation may not unreasonably withhold approval, it may require, as part of granting approval, that such things to be done and such steps to be taken as may be necessary to protect the building and limit the impact of the effects of the cultivation on other residents;
 - (e) not alter or process marijuana by a method or in a manner which is unsafe and poses an unreasonable risk to the building(s) including by the use of an organic solvent.

BYLAW 22: MAXIMUM FINE

22.1 The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$500 for each contravention of a rental bylaw, and
- (c) \$50 for each contravention of a rule, and
- (d) after November 30, 2018 a fine of up to \$1,000 per day for contravention of Bylaw 1.5.

STRATA PLAN NW 2765

ENGLESEA MANOR II

1225 Merklin Street
White Rock, British Columbia

RULES

Ratified November 30, 2017

Note: Please keep in a safe place. There is a charge for additional copies.
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STRATA PLAN NW 2765, ENGLESEA MANOR II

RULES

- 1. A move in fee of \$150 to be charged to owners each time a resident moves into the apartment building.**

(Effective November 1, 2017)