BRYDON WALK STRATA PLAN – BCS 2287

BYLAWS

Registered: January 15, 2009
Amended: November 25, 2009
Amended: November 10, 2011
Amended: December 2, 2016
Amended: November 30, 2017
Registration #: BB1038815
Registration #: BB4021946
Registration #: CA5692353
Registration #: CA6500119

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Definitions for the purpose of these Bylaws:

Domestic pet - means cat or dog

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Late Payment of Strata Fees

- (1) An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- (2) If an Owner is late in paying his or her Strata fees, the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) Strata Fees not received by the 15th of the month in question will also be subject to a written warning and if not received by the 15th of the following month, will be subject to a \$25.00 penalty, and every following month thereafter.

2. Repair and Maintenance of Property by Owners

- (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) The Owner of a strata lot must repair and maintain all items within the strata lot with the exception of repairs needed as a result of subsequent damage.

3. Use of Property

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
 - (f) Allow or cause a strata lot, common property or limited common property to become unsanitary or a source of odour.
- (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:
 - (a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or

- common property or do anything which will interfere unreasonably with any other Owners, tenant or occupant;
- (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other Owners, tenant or occupant;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the Strata Plan;
- (e) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (f) allow or cause a strata lot, common property or limited common property to become unsanitary or a source of odour;
- (g) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws and the Rules made hereunder, which pet shall be fed only in a strata lot;
- (h) install any window coverings, visible from the exterior of his strata lot, which are not offwhite or neutral in colour;
- (i) hang or display any laundry, washing, clothing, bedding or other articles from windows, patios or other parts of the building so that they are visible from the outside of the building;
- (j) use or install in or about a strata lot any reflective window coatings, shades, awnings, or security bars,
- (k) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto.
- (I) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot
- (m) Ride any mechanical device, except for mechanical devices used by disabled persons, on common property, including sidewalks, pathways, etc.
- (n) Store or keep hazardous materials in or about the strata lot, or on limited or common property;
- (o) Cause any type of litter on common or limited common property.
- (p) Install ventilators, central or window air conditioning or heating devices in or around the Strata Lot, limited common property, or common property.

4. Pets

(1) An Owner, tenant or occupant shall be entitled to keep two (2), but not more than two (2), domestic pets in a strata lot.

In reference to size and weight restrictions regarding pets allowed at the property, any pet must be able to be carried comfortably under one arm by a resident

For the purpose of these Bylaws a domestic pet shall be defined as a cat or dog. At no time are Owners permitted to keep livestock, fowl, exotic animals, exotic birds, rodents, snakes or reptiles within a strata lot, or upon the common property.

- (2) All dogs must be kept under direct control, on a six (6) foot lead and curbed at all times when within the boundaries of the common property or limited common property.
- (3) An Owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these Bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these Bylaws.

- (4) No Owner, tenant or occupant shall permit his or her pet to interfere with any other person, pet or object, or permit his or her pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling.
- (5) The Strata Council may, from time to time on behalf of the Strata Corporation, enact such Rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these Bylaws and any such rule, the provisions of these Bylaws will prevail.
- (6) If any Owner, tenant or occupant violates any provision of these Bylaws on a continuing basis without correction, or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may, by written notice to such Owner, tenant or occupant cause such Owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- (7) No dog will be permitted to reside on the premises once it is deemed vicious under the City of Langley dog control Bylaw.
- (8) An Owner of a pet shall not permit the pet(s) to urinate or defecate on the common property, and if any pet(s) do urinate or defecate on common property, the Owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.

5. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

6. Altering Exterior Appearance

- (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to a strata lot, or any part of the common property, including limited common property, or common assets that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, patios or other things attached to the exterior of a building;
 - (d) doors or windows (including the casings, the frames and sills of such doors and windows) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration.
- (4) An Owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in

the opinion of the Council will alter the exterior appearance of the building.

7. Insurance

- (1) An Owner/resident shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damaged common property, common facility, strata lot or contents thereof caused by or resulting from acts, omissions of acts, negligence or carelessness, by the Owner or by that of any member of the Owner's family or their guests, employees, contractors, agents, tenants or volunteers and any direction of payment caused to be made by the Insurance Bureau of Canada and its publications or the Strata Property Act.
- (2) For the purpose of this Bylaw, any insurance deductibles paid or payable by the application of the Strata Corporation's policy or damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the Owner's strata lot and shall be due and payable on the date of payment of the monthly Strata Fees.
- Owners are responsible for providing their own adequate homeowner insurance for the strata lot.

 Owners could be held responsible for all claims resulting from the use of a barbecue.
- (4) Owners are responsible for any and all damages to a Strata Lot, Limited Common Property and Common Property as a result of marijuana or any other grow operations or methamphetamine laboratories'.

8. Inspection of Strata Lots for Bylaw Compliance

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under the Act; and
 - (i) to ensure compliance with the Act and these Bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry and the reason for entry.
- (3) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot to test the fire and safety equipment annually. If access is not provided on the first visit of the fire inspection company, the owner must pay for the subsequent visits to the strata lot to test the equipment. (Adopted: AGM November 8, 2011)

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

9. Repair and Maintenance

- (1) The Strata Corporation must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:

- (A) the structure of a building;
- (B) the exterior of a building;
- (D) chimneys, stairs, decks and other things attached to the exterior of a building:
- (D) the doors and windows including the casings, of the doors and windows 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;
- (F) a strata lot in a Strata Plan that is not 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) the casings, the frames and the sill of the 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

10. Strata Council

(1) The Strata Council shall have the control and responsibility to manage all common property, limited common property, and common facilities both internal and external, including bedding (garden) areas, parking, mechanical, electrical rooms, and overall general appearance of the Strata Corporation property.

11. Council Size

(1) The Council must have at least 3 and not more than 7 members.

12. Council Members' Terms

- (1) A person whose term as Council member is ending is eligible for re-election.
- (2) At each Annual General Meeting of the Strata Corporation a re-election will be held to form new or re-elected council.
- (3) Owners more than one month in arrears with respect to Strata Fees are not eligible for Council.

 (Amended AGM November 23, 2016)
- (4) Spouses of Owners who are not on title and are permanent residents of Brydon Walk are eligible for Council; a person is considered a spouse as defined by the BC Family Law Act.

(Adopted AGM November 30, 2017)

(5) Adult family members of Owners who are not on title and are permanent residents of Brydon Walk are eligible for Council; a person is considered an adult as defined by the age of majority in BC.

(Adopted AGM November 30, 2017)

13. Removing Council Member

(1) The Strata Corporation may, by a Resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.

- (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.
- (3) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.
- (4) A member of Council is deemed to have resigned after missing two (2) consecutive Council Meetings, without permission of the Strata Council. (Amended AGM November 23, 2016)

14. Replacing Council Member

- (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term, if one (1) year or less is remaining in the term. More than one (1) year, a special meeting shall be called to elect a replacement by a simple majority of eligible voters in attendance.

 (Amended AGMNovember 23, 2016)
- (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.

15. Officers

- (1) A person may hold more than one office at a time, other than the offices of Chair and Vice- Chair.
- (2) The Vice- Chair has the powers and duties of the Chair.
 - (a) while the Chair is absent or is unwilling or unable to act, or
 - (b) for the remainder of the Chair's term if the Chair ceases to hold office.
- (3) If an officer other than the Chair is unwilling or unable to act for period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.
- (4) Only one Owner of a Strata Lot shall be a member of Council at one time.

16. Calling Council Meetings

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

(ii) are unavailable to provide consent after reasonable attempts to contact them.

17. Requisition of Council Hearing

- (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.

18. Quorum of Council

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

19. Council Meetings

- (1) At the option of the Council, Council Meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- (3) No person other than a member of the Council shall be entitled to attend a meeting of the Council unless authorized by a resolution of the Council. In the course of a meeting of Council, any person or persons (other than members of the Council) may be excluded from such meeting by a resolution of the Council.
- (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.

20. Voting at Council Meetings

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) If there is a tie vote at a Council Meeting, the subject will be tabled for re-discussion.
- (3) The results of all votes at a Council Meeting must be recorded in the Council Meeting Minutes.

21. Council to Inform Owners of Minutes

(1) 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.

22. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) and (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 area.

23. Spending Restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Subject to subsection (4) below, if a proposed expenditure has not been approved in the budget or at an Annual or Special General Meeting, the Strata Corporation may only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection (3) in the same fiscal year, is less than:
 - a. \$2000.00: or
 - b. 5 % of the total contribution to the operating fund for the current year; whichever is less.
- (4) If the Strata Corporation makes an expenditure under subsection (3) above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than \$500.00 on any single item.
- (5) Notwithstanding subsection (3) above, the Strata Corporation can make expenditures out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

24. Limitation on Liability of Council Member

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

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

25. Penalties

- (1) The Strata Corporation shall fine an Owner or tenant a maximum of
 - (a) \$200 for each contravention of a Bylaw, and
 - (b) \$50 for each contravention of a Rule.
- (2) The Strata Corporation can impose a fine on an Owner or tenant for continuing contravention of a Bylaw or Rule every 7 days.
- (3) Each Owner and tenant is responsible for payment, without invoice, of any money (other than Strata Fees, but including Special Levies) owing to the Strata Corporation as provided for in the Act or these Bylaws, and if the Owners or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owners or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00 and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the Owners or tenant.
- (4) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any Rule which may be established from time to time by the Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.
- (5) Should any portion of these Bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Bylaw, each Bylaw and subparagraph shall be deemed a separate provision and severable, and the balance of the provisions contained therein shall remain in full force and effect.

26. Continuing Contravention

(1) 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

27. Quorum

(1) Notwithstanding section 48(3) of the Act, if within ¼ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand

adjourned for a further ¼ hour from the time appointed and, if within ½ hour of the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum. (Amended: AGM November 8, 2011)

28. Person to Chair Meeting

- (1) Annual and Special General Meetings must be Chaired by the Chair of the Council.
- (2) If the Chair of the Council is unwilling or unable to act, the meeting must be Chaired by the Vice-Chair of the Council.
- (3) If neither the Chair nor the Vice- Chair 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.

29. Participation by Other than Eligible Voters

- (1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- (2) Persons, who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.
- (3) Persons, who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a Resolution passed by a majority vote at the meeting.

30. Voting

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) At an Annual or Special General Meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the Chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the Resolution, if a precise count is requested, must be announced by the Chair and recorded in the Minutes of the meeting.
- (5) If there is a tie vote at an Annual or Special General Meeting, the Chair, or, if the Chair is absent or unable or unwilling to vote, the Vice-Chair may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.
- (7) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

31. Order of Business

- (1) The order of business at Annual and Special General Meeting is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum.
 - (c) elect a person to Chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;

- (e) approve Minutes from the last Annual or Special General Meeting;
- (f) 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;
- (g) consideration of Special Resolutions (if any)
- (h) ratify any new Rules made by the Strata Corporation under section 125 of the Act;
- (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting.
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting:
- (k) elect a Council, if the meeting is an Annual General Meeting;
- (I) general discussion;
- (m) terminate the meeting.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

32. Voluntary Dispute Resolution

- (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a Dispute Resolution Committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- (2) A Dispute Resolution Committee consists of
 - (a) one Owners or tenant of the Strata Corporation nominated by each of the disputing parties and one Owners 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 BYLAWS

33. Small Claims Actions

(1) Notwithstanding any provision of the Act, the Strata Corporation may proceed action under the Small Claims Act (British Columbia) against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a Resolution passed by a 3/4 vote.

34. Electronic Attendance at Meetings

(1) 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.

35. Use of Patios & Balconies

- (1) An Owner shall not use their patio for storage or for hanging laundry or other items. Only patio furniture, free-standing barbecues, reasonable household items, flowers and shrubs may be located on balconies or patios, but must not climb onto common or limited common property.
- (2) An Owner, Tenant, occupant must not place any indoor-outdoor carpeting on a patio and/or balcony.

(3) No bicycles or other wheeled devices are allowed to be stored on the patios or balconies, limited or common property

36. Speed Limit in the Complex

(1) The speed limit within the complex is 10 km/h.

37. Parking Within the Complex

- (1) There shall be no parking on the roadways within the complex, including the entrance driveway, except in designated parking stalls.
- (2) Owners, tenants or occupants are not permitted to park in the Visitor Parking stalls.
- (3) Owners whose Visitors, Guests, or Invitees are using a Visitor Parking stall for a period of time in excess of forty-eight (48) hours must display a Parking Pass as approved by the Strata Council

38. Roadways or Limited or Common Property

(1) There shall be no playing, skateboarding, roller-blading, riding bicycles/tricycles on the Common Property, or Limited Common Property.

39. Storage and Parking

- (1) Any Owners, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (2) An Owner, tenant or occupant must use designated parking stalls only for the parking of licensed and insured motor vehicles, or motorcycles, and not for the parking of any other type of vehicle or the storage of any other item. At a minimum storage insurance with 3rd party liability must be displayed on the dashboard of any vehicles and a copy of the insurance provided to the Managing Agent.
- (3) An Owner, tenant or occupant shall not:
 - (a) use any parking space on the common property or on any limited common property, except the parking space, which has been specifically assigned to his strata lot.
 - (b) carry out any, major repairs to motor vehicles or other mechanical equipment on common property or on any limited common property.
 - (c) use any part of the limited common property common property for storage.
- (4) An Owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance, which spills or leaks onto the common property, or limited common property.
- (5) Owners, tenants, occupants or residents are not permitted to park in the Visitor Parking stalls:
 - (a) Owner Person who owns the unit
 - (b) Tenants Person who is renting the unit Occupant
 - (c) Persons living in the unit everyday Residents
 - (d) Persons residing in the unit continually/Live somewhere else but visit all the time.

(Adopted: AGM November 8, 2011)

(6) Owners with a Visitor who will be staying longer than 48 hours may apply to Council for an exemption, in certain circumstances, and if an exemption is granted, must display an extended Visitor Pass at all times when parked in Visitor Parking. (Adopted: AGM November 8, 2011)

(7) Violations will be dealt with in the following manner:

First offence - Written warning to unit Owner

Subsequent offences - The vehicle will be towed, without warning at the vehicle owner's expense and a \$200 fine applied to the unit owner's strata fee account.

(Adopted: AGM November 8, 2011)

- (8) There shall be no parking on the roadways within the complex, including the entrance driveway. Moving trucks are to park on the street. (No Exceptions) (Adopted: AGM November 8, 2011)
- (9) It is the Owners, tenants, occupants responsibility to inform their visitors of the rules in place and provide a Visitor Parking Pass to be clearly displayed in the visitors vehicle window.

 (Adopted: AGM November 8, 2011)
- (10) Visitor Passes must be displayed at all times. (No Exceptions) (Adopted: AGM November 8, 2011)
- (11) Vehicle owners are liable for any damage which may occur during towing, and the fees associated with vehicle towing and storage under Bylaw (7). (Adopted: AGM November 8, 2011)
- (13) Brydon Walk stalls are for visitors of Brydon Walk only and visitors must display the current valid visitor pass. Any other vehicles will be towed as per Visitor Parking Bylaw #7

 (Adopted: AGM November 8, 2011)
- (14) All Owners and Occupants must wait for the parkade gate to fully close behind them when entering or exiting the parkade. "Piggybacking" is not permitted. (Adopted: AGM November 30, 2017)

40. Selling of Strata lots

- (1) An Owner of a strata lot, when selling his strata lot, will not permit Realtor "For Sale" signs to be placed in the window of the strata lot.
- (2) An Owner of a strata lot who wishes to sell their strata lot without the assistance of a Realtor may put their unit number and telephone number on the Real estate sign post at the front entrance to the complex.
- (3) "For Sale" signs shall be limited to the posts provided by the Strata Council. Dimensions of the signs are to be restricted to a maximum of 10" X 24".

41. Acquisition or Disposition of Personal Property

(1) The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a Resolution passed by a ³/₄ vote at an Annual or Special General Meeting if the personal property has a market value of more than \$1,000.

42. Rental Restrictions

- (1) Subject to the provisions of this Bylaw strata lots shall be Owner-occupied only, with the following considerations and exceptions:
 - (a) at any given time up to four (4) may be leased for terms of not less than one year.
 - (b) the procedure to be followed by the Strata Corporation in administering the rental restriction limit will be as follows:
 - (i) Any Owner wishing to rent a strata lot must make an application in writing to the Council:
 - (ii) Approvals will be granted by the Council on a first come basis in the order of the date such applications are received by the Council;

- (iii) The Council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this Bylaw;
- (iv) The Council will consider each application upon receipt and will respond to each application in writing within two week of receipt;
- (vi) The Council will keep a list of Owners who wish to rent their strata lot and the priority of their application, and will advise each Owner as soon as their application can be accepted;
- (vii) upon acceptance of an application to rent, an Owner must enter into a lease of a strata lot within six months (6) from acceptance by the Council of such Owner's application or the acceptance will be automatically revoked and the Council will be entitled to advise the Owner next following on the list that his or her application to rent a strata lot has been approved;
- (viii) prior to renting a strata lot, an Owner must give the prospective tenant:
 - (a) the current Bylaws and Rules, and
 - (b) a Notice of Tenant's Responsibilities in Form "K" and within two (2) weeks of renting the strata lot, submit a copy of Form "K" to the Strata Corporation.
- (viii) An Owner may continue to lease his or her strata lot until the earlier of the date such Owner moves into the strata lot to take occupancy or the date the strata lot is sold by the Owner to a third party.
- (c) Notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the Owner may make a written request to the Council for permission to rent a strata lot for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not given, the Council shall not unreasonably withhold permission for limited rental;
- (d) This Bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an Owner, meaning:
 - (i) The spouse of the Owner;
 - (ii) A parent or child of the Owner; or
 - (iii) A parent or child of the spouse of the Owner, where "spouse of the Owner" includes an individual who has lived and cohabited with the Owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;
- (e) The Strata Corporation will impose a fine of up to \$500 for a contravention of this Bylaw, and may impose such fine for a continuing contravention every seven days.

43. General

- (1) An Owner, tenant or occupant **shall** remove ordinary household refuse and garbage from his or her Strata lot and deposit it in the Strata Corporation's garbage container for pickup.
- (2) The Owner, tenant or occupant **shall** remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.
- (3) Christmas lights are permitted between November 15th and January 31st only and **shall not** be attached to the vinyl siding or in a manner so as to damage the building's structure.
- (4) It is an Owner's, tenants and occupier's responsibility to ensure the hanging of the lights does not cause any damage to the siding or any other part of the building.
- (5) Owners, tenants or occupants are not permitted to have individual garage/lawn sales except as set forth by Strata Council. An Owner, tenant or occupier **shall not** display Garage/Lawn sales on Common or limited Common property, without prior written approval from Council.
- (6) Owners, tenants and occupants are allowed to keep a maximum of two (2), 13 pound propane tanks stored on the patio or the balcony of their strata lot.

44. Hard Floors

- (1) An Owner, tenant or occupier of a strata lot who wishes to install hardwood floor surfaces or tile within a strata lot must obtain Council's approval in writing in order to ensure that the installation meets minimal requirements of safety to the building infrastructure.
- (2) An Owner, tenant or occupier of a strata lot who wishes to install hardwood floor surfaces or tile within a strata lot must obtain Council's approval in writing in order to ensure that the installation meets minimal requirements of safety to the building infrastructure. Furthermore all reasonable steps must be taken to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

45. Moving in/out Procedures

- (1) An Owner must confirm and ensure that any tenants conform to the Move in/Move out rules established from time to time by the Council.
- (2) A resident must provide notice to the Strata Council, and Strata Manager of all moving arrangements at least seven (7) days before the moving date. All moves must take place between 8:00 a.m. and 8:00 p.m., Monday through Friday, as well as on Saturdays, Sundays and Statutory holidays.
- (3) A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator; the doors must not be jammed open in any manner.
- (4) A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in any lobby area.
- (5) A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- (6) A resident must pay a non-refundable move in fee of \$200 to the Strata Corporation. Any expenses incurred by the Strata Corporation attributable to the resident and all fines levied will be charged to the strata lot Owners account.

 (Amended: AGM November 8, 2011)
- (7) A resident must pay a non-refundable move out fee of \$200 to the Strata Corporation. Any expenses incurred by the Strata Corporation attributable to the resident and all fines levied will be charged to the strata lot Owners account.

 (Adopted: AGM November 30, 2017)

46. Security

- (1) Only registered Owners and residents will be issued with keys and gate remotes for exterior doors.
- Owners will be held responsible for the cost of re-keying all common area doors locks, should <u>all</u> keys not be returned by their tenant and visitor.
- (3) No Owner, tenant or visitor shall leave open, or unlocked any outside entrance or fire escape for the purpose of moving into or out of a strata lot or otherwise, unless they are in constant supervision of the entrance.
- (4) No Owner, tenant or guest shall let another person, including tradesmen or deliverymen, into the complex when entering or leaving, unless that person is known to them.

- (5) If you are called on your Enterphone, verify who is on the Enterphone, before admitting.
- (6) No Owner, tenant, occupant or visitor is permitted in any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own; except when escorted by a member of the Strata Council.
- (7) Solicitation is not permitted anywhere in or about the property for any cause, except as required by the Election Act (Canada) and similar provincial registration.
- (8) Garage door openers are not to be left in Owners' vehicles.
- (9) An Owner, tenant or occupant must not give entrance codes or other means of access to common areas to any person other than an employee, or contractor of the Strata Corporation.
- (10) Lock boxes, with the exception of those belonging to the municipal or city fire department, are not permitted.
- (11) Owners requiring additional keys or garage door openers are required to purchase them directly form the Strata Council at the strata corporations cost. Owners are allowed to have a maximum of three (3) keys or garage remotes.
- (12) Owners, tenants and occupants shall ensure all entry and exit doors and gates are closed behind them.
- (13) Security Measures (Adopted: AGM November 8, 2011)
 - -Whereas closed circuit television and video surveillance are installed in the following common areas of the building: garage, elevator, building entrances and lobby. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
 - -Whereas the Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS2287.
 - -Whereas the video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
 - -Whereas the video files are stored for a period of up to 1 month from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
 - -Whereas the security fob usage records are stored for a period of up to one month from the date of the recording, which period may be extended for those the files required for law enforcement and/or Bylaw enforcement purposes.
 - -The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with Bylaw 3 herein;
 - (b) the caretakers of the Strata Corporation and Council members in accordance with Bylaw 3 herein; or
 - (c) In the event of an incident in which they are involved or affected, an Owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
 - -In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The

Strata Corporation is not responsible or liable to any Owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

AMENITY ROOM RULES

- 1. Booking of the Amenity Room shall be extended only to title-bearing owners (owners) of Brydon Walk whose accounts are fully paid at the time of application.
- 2. Booking shall be for private functions only.
- 3. The Amenity Room can not be used for any kind of commercial or for profit event.
- 4. All functions in the Amenity Room shall terminate by 11:00 p.m. Sunday to Thursday and 12:00 a.m. Friday and Saturday in accordance with Brydon Walk noise bylaws (7:00 a.m. to 11:00 p.m. every day).
- 5. There will be a \$100 refundable damage/cleaning deposit applicable to each private rental agreement.
- 6. There will be no deposit requirement for Council functions, such as regular Council and/or Annual or Special General meetings or Council-hosted community events.
- 7. Smoking is not permitted at any time in the Amenity Room.
- 8. No consumption of alcohol or liquor is allowed, at any time.
- 9. No sale of alcoholic beverages shall occur during any function held in the Amenity Room.
- 10. Parking for owners or guests attending a function shall be in accordance with the Bylaws, Rules and Regulations.
- 11. The owner is responsible for all actions of guests attending the function and will save the Council harmless from all liabilities arising from and/or during the function.
- 12. Guests are restricted to the use of Clubhouse unless accompanied by an owner.
- 13. The Owner shall take due consideration of all residents of Brydon Walk especially those adjacent to the Amenity Room.
- 14. Council reserves the right to terminate a function for any reason.
- 15. On completion of the function, the Owner shall be responsible to clean the Amenity Room and return the key no later than 12:00 p.m. the following day.
- 16. A Council member shall undertake final inspection of the Amenity Room prior to refunding all or part of the damage/cleaning deposit. If the Amenity Room is not cleaned to the satisfaction of the Council member or if there is any damage as a result of the function, all or part of the deposit may be withheld. If the cost of repairs of the damage incurred exceeds the damage/cleaning deposit, the owner shall be liable to pay the difference.
- 17. Rental of the Amenity Room shall be on a first-come, first-served basis at the sole discretion of Council.
- 18. Maximum capacity of the Amenity Room shall be 40 persons. At no time shall the number of people exceed the capacity established by applicable fire regulations.
- 19. There shall be no tacks, nails, tape, etc. used on the walls of the Amenity Room.
 - Amenity Room Rules and Regulations are subject to change at any time without notice at the discretion of the Strata Council.

BRYDON WALK RULES

VISITOR PARKING

- 1. Owners, tenants, occupants or residents are not permitted to park in the Visitor Parking stalls:
 - a. Owner Person who owns the unit
 - b. Tenants Person who is renting the unit Occupant
 - c. Persons living in the unit everyday Residents
 - d. Persons residing in the unit continually/Live somewhere else but visit all the time.
- 2. Owners with a Visitor who will be staying longer than 48 hours may apply to Council for an exemption, in certain circumstances, and if an exemption is granted, must display an extended Visitor Pass at all times when parked in Visitor Parking.
- 3. Violations will be dealt with in the following manner:
 - a. First offence Written warning to unit Owner
 - b. Subsequent offences The vehicle will be towed, without warning at the vehicle Owner's expense and a \$50 fine applied to the unit Owner's strata fee account.
- 4. There shall be no parking on the roadways within the complex, including the entrance driveway. Moving trucks are to park on the street. (No Exceptions)
- 5. It's the Owners, tenants, occupants responsibility to inform their visitors of the rules in place and provide a Visitor Parking Pass to be clearly displayed in the visitors vehicle window.
- 6. Visitor Passes must be displayed at all times. (No Exceptions)
- 7. Vehicle owners are liable for any damage which may occur during towing, and the fees associated with vehicle towing and storage under Rule (3).
- 8. Brydon Walk stalls are for visitors of Brydon Walk only and visitors must display the current valid visitor pass. Any other vehicles will be towed as per Visitor Parking Rule #3
- 9. Moving vehicles must park on the street and may not block any part of the roadways in the complex, including the entrance driveway.

GARAGE

1. When entering or exiting the Brydon Walk garage through the vehicle gates, every owner, tenant, resident or visitor must stop and wait for the vehicle gate to close before driving away.

MOVING

1. During any moves in or out of Brydon Walk the elevator pads must be used, the person moving must place a note beside the elevator door on each floor stating their unit number in case the elevator is needed for emergencies and a refundable Elevator Key Deposit of \$50.00 must be left with Council.

FILED

NWBCS2287

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SHEET 2 OF 8 SHEETS

STRATA PLAN BCS 2287

I, ERIC N. PETERSON, A BRITISH COLUMBIA LAND SURVEYOR, OF ABBOTSFORD, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE

MARCH ,2007. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER # 61873, ON THE 147" DAY OF MARCH , 2007

En U. Leuro BCLS

I, ERIC N. PETERSON, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT AS OF THIS 9TM DAY OF MARCH, 2007, BEEN PREVIOUSLY OCCUPIED.

E. M. Pteno

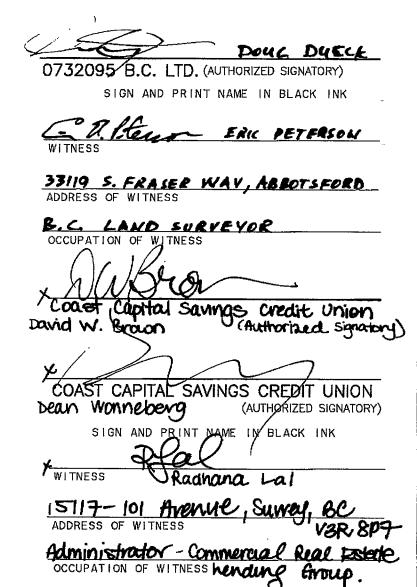
THIS PLAN LIES WITHIN THE CITY OF LANGLEY

I ERIC N. PETERSON, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

DATE: 9 MAR 07

E. M. P. terro B.C.L.S.

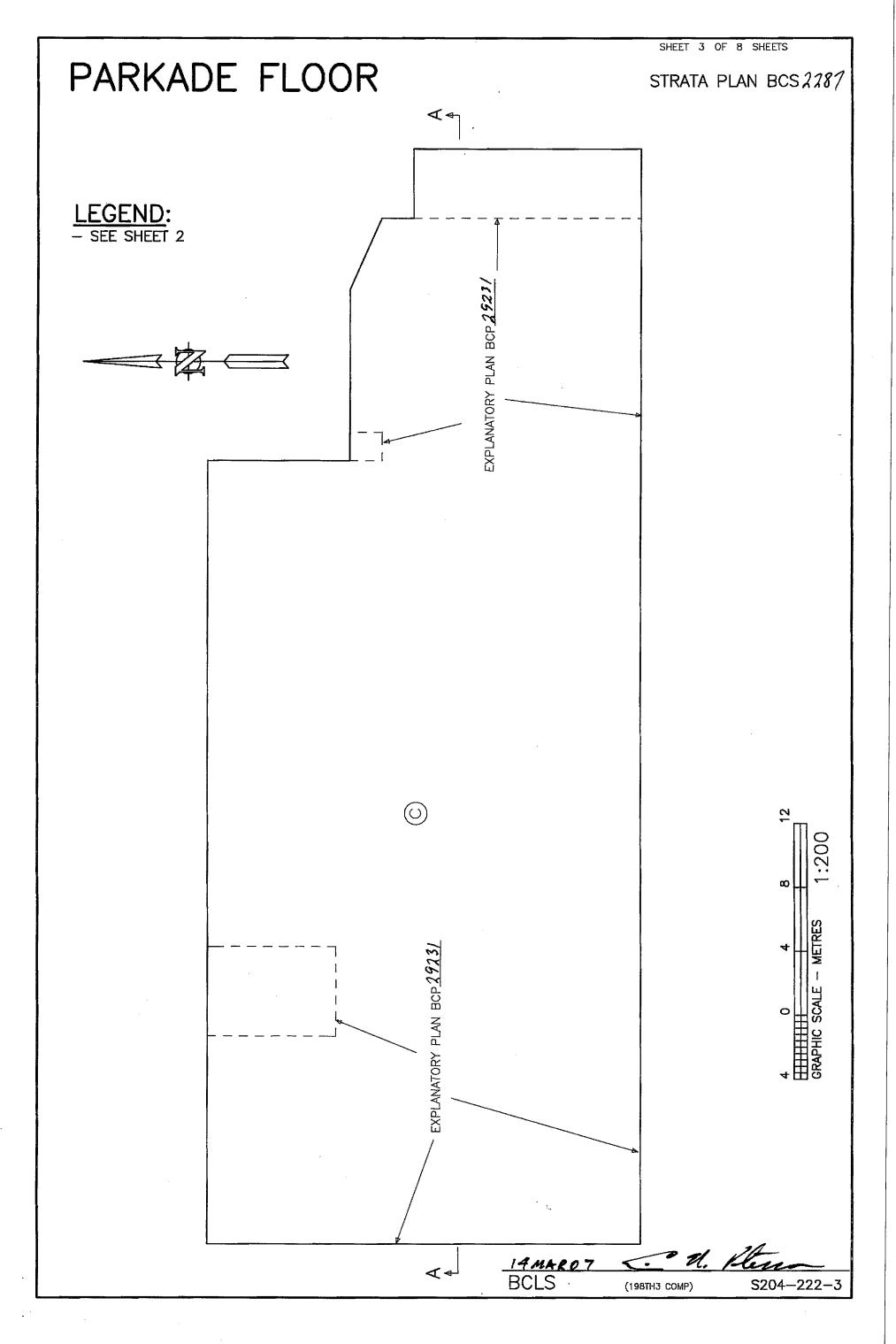
THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

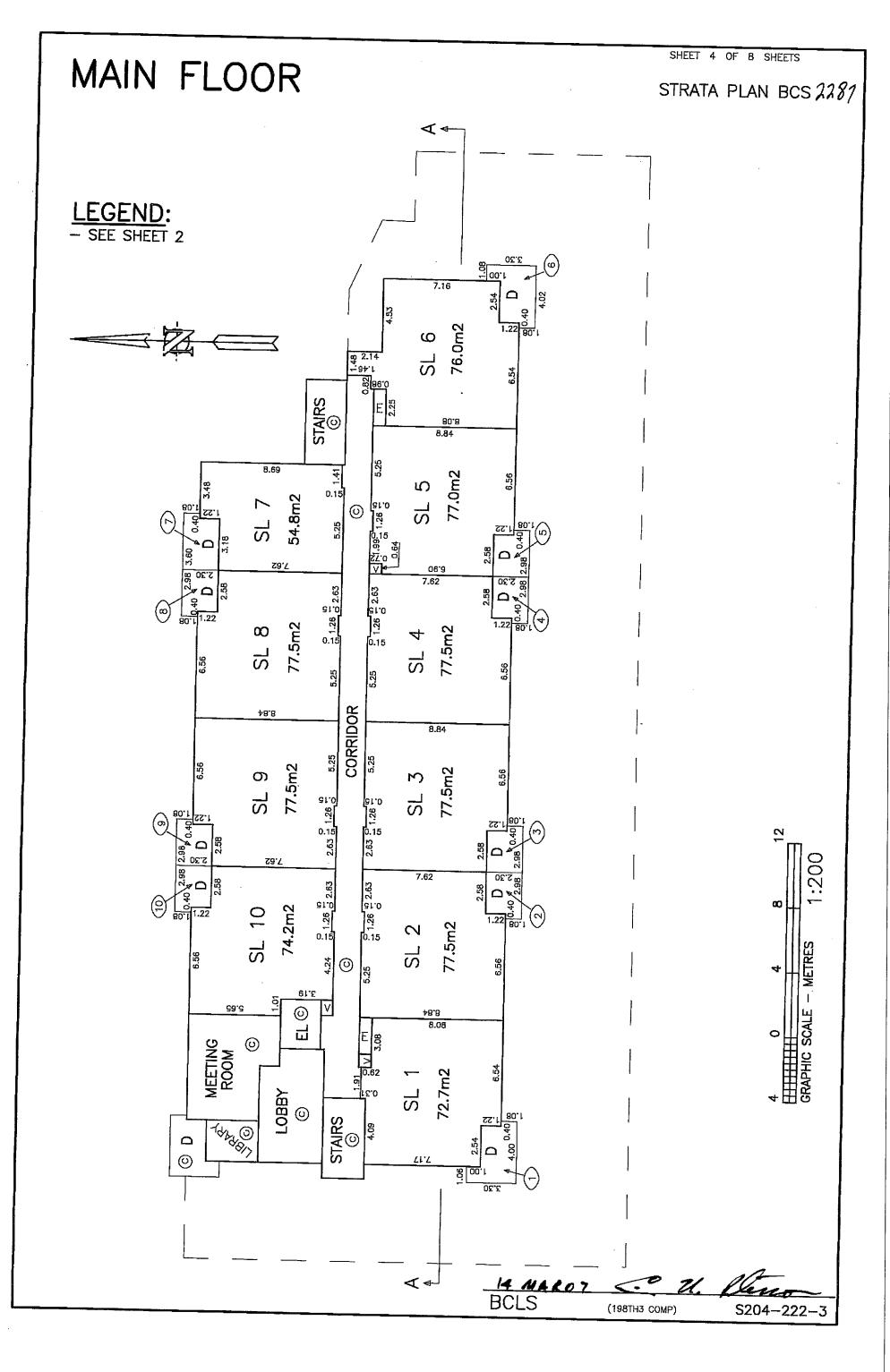


LEGEND:

- GRID BEARINGS ARE DERIVED
- FROM PLAN BCP18556
- SL DENOTES STRATA LOT
- EL DENOTES ELEVATOR
- E DENOTES ELECTRICAL, WHICH IS COMMON PROPERTY
- @ DENOTES COMMON PROPERTY
- -® DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 8 (TYPICAL)
- ● DENOTES IRON POST FOUND
- V DENOTES VENT, WHICH IS COMMON PROPERTY
- D DENOTES DECK
- INTEGRATED SURVEY AREA NO. 45, CITY OF LANGLEY
- THIS PLAN SHOWS GROUND-LEVEL MEASURED DISTANCES. PRIOR TO COMPUTATION OF U.T.M. CO-ORDINATES MULTIPLY BY COMBINED FACTOR 0.9996084

S204-022-3

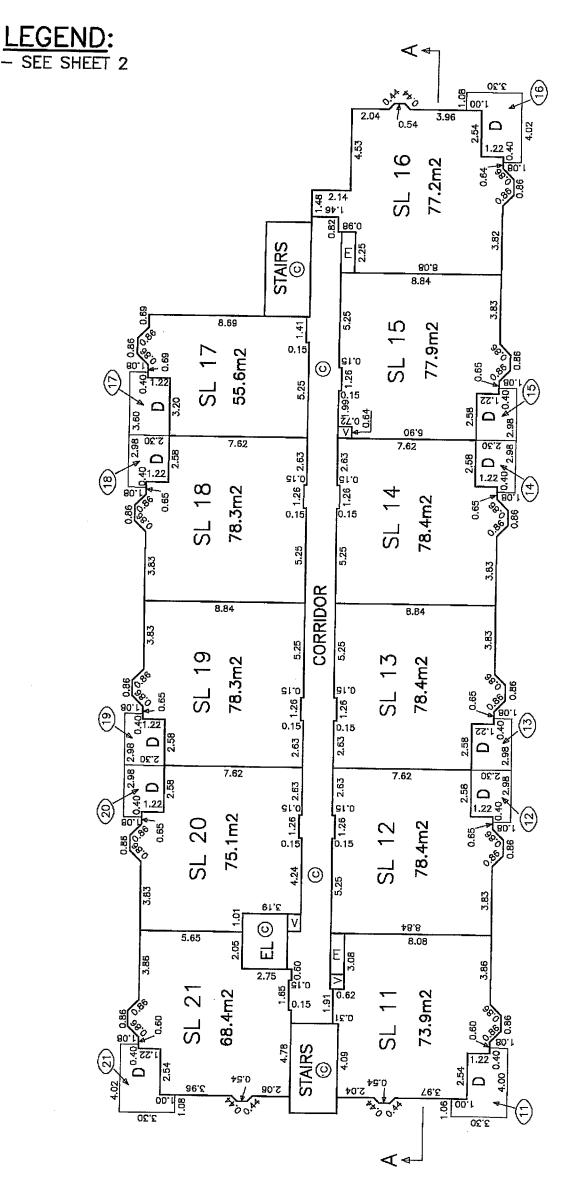


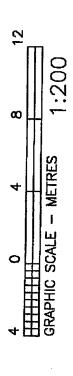


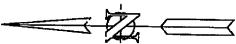
SECOND FLOOR

SHEET 5 OF 8 SHEETS

STRATA PLAN BCS 2287



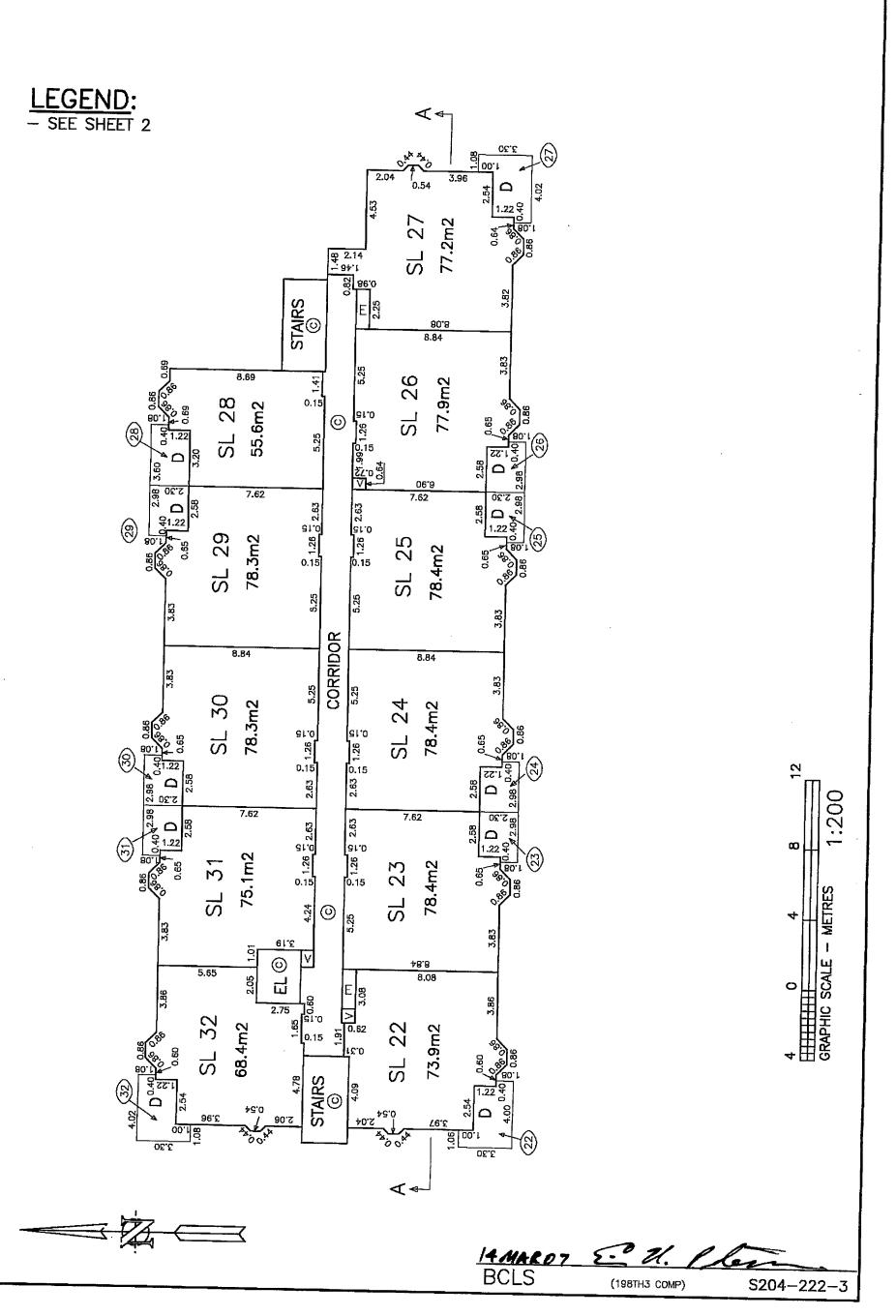




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THIRD FLOOR

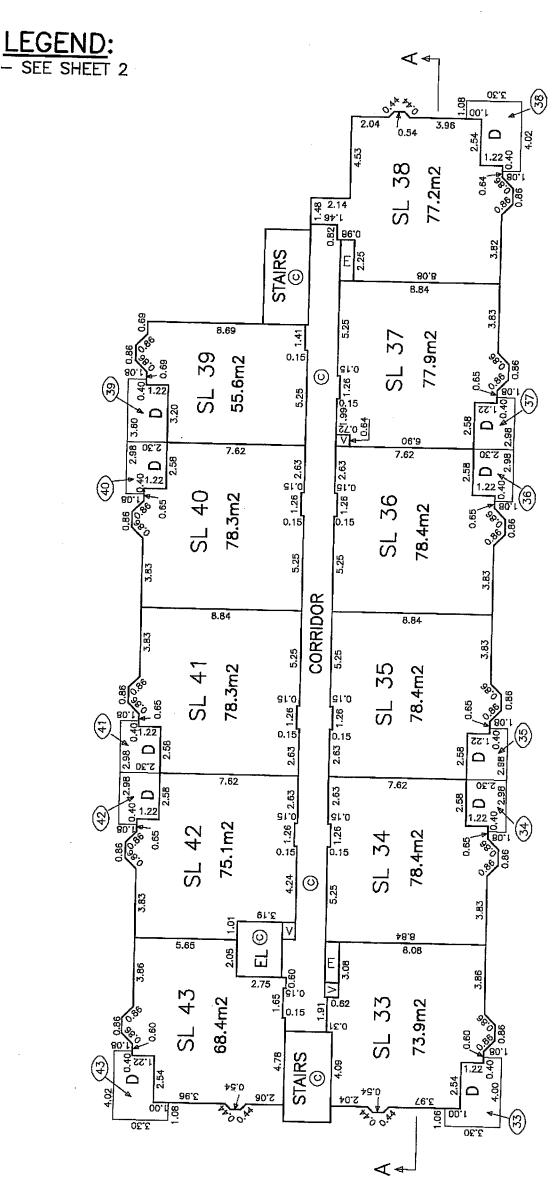
STRATA PLAN BCS 2287

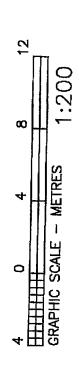


FOURTH FLOOR

SHEET 7 OF 8 SHEETS

STRATA PLAN BCS 2287







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SECTION A

STRATA PLAN BCS 2287

LEGEND:
- SEE SHEET 2

BCP	EXPLANATORY PLAN BCP.	(0)				
9 TS	SL 5	SL 4	SL 3	SL 2	SL 1	į
SL 16	SL 15	SL 14	SL 13	SL 12	SL 11	
SL 27	SL 26	SL 25	SL 24	SL 23	SL 22	
SL 38	SL 37	SL 36	SL 35	SL 34	SL 33	

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GRAPHIC SCALE - METRES 1:200

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S204-222-3