

STRATA PLAN BCS 367 STONEBROOK

B Y L A W S

Amendments:

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BYLAWS

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

1. General

- (1) Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “*Act*”). For the purposes of these Bylaws, “residents” means collectively, owners living in the strata lot, tenants and occupants and “a resident” means collectively, an owner living in the strata lot, a tenant and an occupant.
- (2) An owner is responsible, and may be assessed for any actions by their guests or residents who contravene Stonebrook Rules or Bylaws.
- (3) Payment of Strata Fees

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

2. Repair and Maintenance of Property by Owner

- (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) A resident who has the use of limited common property must repair and maintain it, except for repair and maintenance which is the responsibility of the Strata Corporation under these Bylaws.
- (3) A resident must keep clear from snow, ice or slush any common property designated as limited common property for the exclusive use of his or her strata lot.
- (4) A resident must keep clear from snow, ice or slush any common property access sidewalk to the front door of his or her strata lot.
- (5) A resident must water plants and trees of any limited common property bounded by fences and adjacent to his or her strata lot. This includes watering city trees and shrubs in front of a townhouse unit.

3. Use of Property

- (1) A resident 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 right of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) Sidewalks, Walkways & Roadways
 - (a) The sidewalks, walkways and passages of the common property shall not be obstructed or used for any purpose other than entering or exiting from the strata lots and parking areas within the common property except with prior approval from the Strata Council.
 - (b) All users of the interior roadway/driveways (which are used for multi purposes i.e. bike riding, skateboarding) are to be courteous of other occupants on the roadway/driveway.
 - (c) The speed limit of the interior roadway is 8 Km per hour (slightly faster than walking speed).

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- (3) Appearance:
 - (a) There shall be no grocery carts/buggies left on Stonebrook property.
 - (b) Residents are responsible for any damage caused to common property by their visitors.
- (4) A resident 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*.
- (5) No residents of a strata lot, or their guests, shall do anything on common property likely to damage the interior roadways, plants, bushes, flowers or lawns; and shall not place objects on the lawns so as to damage them or prevent their reasonable growth.

4. Pets

- (1) A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property, limited common property or on land that is a common asset.
- (2) Pet owners must ensure that their pets are kept on a leash while in the common areas and do not cause a nuisance either through noise, intimidation and/or soiling any part of the common areas.
- (3) Pet owners shall immediately and completely remove all pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (4) No pet shall be left unattended by its owner on any patio or balcony at any time.
- (5) A resident must not keep animals, livestock, fowl or pets in any strata lot with the exception of not more than either two dogs or cats, or one dog and one cat, or as may be permitted by the Strata Council in writing from time to time at its sole discretion. The owners of pets shall be fully responsible for the behavior of the pets within the strata lots and common property, and if any pet is deemed to be a nuisance by the Strata Council, it shall be removed from the development within thirty (30) days. The owner of the strata lot will be responsible for clean up, damage or repair required or caused by the presence of their pets or the pets of their guests in the development.

5. Balconies/Patios

- (1) Items which may be kept on a patio or balcony are gas or electric barbecues, patio style furniture and plants.
- (2) Dead plants must be removed immediately from patios and balconies.
- (3) Festival decorations (for example: Halloween, Christmas and Chinese New Year) may be displayed 6 weeks prior to a celebration and must be removed within thirty (30) days after the celebration.
- (4) Festive decorations may not be attached using nails, screws or any device which may permanently mark or damage the appearance of the strata lot.
- (5) The Strata Council has the sole responsibility to determine whether items displayed from a strata unit or on limited common property are appropriate.
- (6) Balcony decks, drip edges and railings must be visibly clean at all times, per Bylaw -2- sections (1) & (2).
- (7) Storage of brooms, mops, cleaning equipment, garbage cans or refuse containers, dryer racks, bar fridges, sinks, charcoal barbecues or enclosures of any kind are not permitted on the balcony deck.
- (8) Wading pools and hot tubs could exceed the maximum allowable deck weight limits and are therefore banned from use on balcony decks.

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6. Garbage

- (1) All garbage shall be plastic bagged and tied before depositing in containers provided by the Strata Corporation for that purpose.
- (2) Any materials other than household refuse and garbage shall be removed from the strata plan by, or at the expense of, the individual resident.
- (3) Garbage shall not be stored outside of individual units.
- (4) All material designated as recyclable is to be deposited in the recycling bins.
- (5) Smoking materials and cigarette butts must not be disposed of on common or limited property grounds. Failure of resident or their guests to comply with this bylaw may result in a maximum fine allowed by the Strata Corporation Bylaws being assessed against that owner.

7. Parking

- (1) Repair of vehicles is not allowed on common property.
- (2) Vehicle washing is only allowed at the car wash location in the visitor parking.
- (3) Visitor parking stalls (22 in total) are for the exclusive use of visitors of residents at Stonebrook. This includes the 21 underground parking stalls as well as the single above ground parking stall beside unit #145.
- (4) Visitors parking in the visitor lot do so at their own risk and must abide by any and all Rules that apply to the parking at Stonebrook in general.
- (5) Uninsured vehicles are not allowed in the visitor parking.
- (6) Vehicles leaking fluid are not allowed in the parking area. Spillage/leakage of any oil or chemicals should be cleaned immediately.
- (7) Visitor parking permits must be used for visits of more than five (5) days per calendar month. These permits must be visibly displayed on the dash of the visitor vehicle. A visitor parking pass can be obtained from any Strata Council member.
- (8) Storage of vehicles in the Visitor Parking area is prohibited.
- (9) Vehicles in violation of these Rules may be towed. The liability and expense of the tow would belong to the vehicle owner.
- (10) Vehicles may not be parked or left unattended on any part of the traveled portion of roadways within Stonebrook property including the portions of roadway immediately adjoining individual garages.

8. Inform Strata Corporation

- (1) Within two (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, contact telephone number and strata lot number.
- (2) A non-resident owner must provide a mailing address outside the strata plan and an emergency contact person and telephone number. This person must be able to provide access to the strata lot as per BCS 367 bylaws.
- (3) A nonresident owner must provide the Strata Corporation with the name and contact information of any residents of the strata unit within 2 weeks of the resident taking possession.
- (4) **Non-Resident Owners:** Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current Bylaws and Rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K, as per the Strata Property Act.
- (5) Within two weeks of renting a strata lot, the landlord must give the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the *Act*.

9. Obtain Approval Before Altering a Strata Lot

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows, window coverings affecting the exterior appearance of the building or skylights [amendment SPAA s. 51(a)] on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; including Strata Corporation smoke detectors.
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the *Act*.
 - (h) Installation of an air conditioning unit visible from the exterior of a strata lot.
 - (i) Sunscreens, greenhouses, and satellite dishes are not allowed.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

10. Obtain Approval Before Altering Common Property

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner may not alter the level of the ground, the type of plants, of other features of the landscaping in the common property which is between the front lawn adjacent to the strata lot and the fence on the property line of Noel Drive, Cameron Street, or Beaverbrook Drive without the prior written approval of the Strata Council and the City of Burnaby.
- (4) No plantings shall be made that attach themselves to the building areas, such as ivy.
- (5) Where a resident has altered the landscaping the resident will be responsible for all additional costs associated with maintaining the landscape or returning the landscaping to its original condition.
- (6) Residents may plant flowers (annuals, bulbs) of up to 24 inches in height in their gardens. Anything further requires a request in writing to the Strata Council for consideration. The resident takes full responsibility for any expenses related to their plantings.

11. Permit Entry to Strata Lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the *Act*.

- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

12. Repair & Maintenance of Property by Strata Corporation

- (1) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot (including the owner's strata lot) as a result of any peril that emanates from the owner's strata lot, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In those circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

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

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors and windows [amendment SPAA s.51(c)] 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) patios and decks.
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors and windows [amendment SPAA s.51(c)] 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.
- (e) the storm water drainage swale areas in accordance with the Stormwater Management Monitoring and Maintenance Schedule approved by the City of Burnaby, as amended from time to time.
- (f) notwithstanding the provisions of Bylaw 8(c), the Strata Corporation shall not be responsible for:
 - (i) day to day maintenance of any decks, patios or balconies which are designated as limited common property; and
 - (ii) Watering lawns and gardens on the limited common property bounded by fences.

DIVISION 3 – COUNCIL

13. Council Size

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

14. Council Members' Terms

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected [amendment SPAA s.51(c)].
- (2) A person whose term as Council member is ending is eligible for reelection [note deletion of s. 10(3), (4) and (5) SPAA s. 51(d)].

15. Removing a Council Member

- (1) Unless all the owners are on the Council, 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.

16. Replacing a Council Member

- (1) If a Council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on 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 two (2) or more months, persons holding at least twenty (25%) percent 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.

17. Officers

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice President, and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice President.
- (3) The Vice President has the powers and duties of the President:
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

18. 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.
- (4) The Council must inform owners about a Council Meeting *as soon as feasible* [amendment SPAA s.51(e)] after the meeting has been called.

19. 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* [amendment SPAA s.51(f)] 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.

20. Regulation 18.1 – Definition for Section 19 of Standard Bylaws

- (1) For the purposes of Section 19 of the Standard Bylaws, “hearing” means an opportunity to be heard in person at a Council Meeting.

21. Quorum of Council

- (1) A quorum of the Council is:
 - (a) 1, if the Council consists of one (1) member;
 - (b) 2, if the Council consists of two (2), three (3) or four (4) members;
 - (c) 3, if the Council consists of five (5) or six (6) members; and
 - (d) 4, if the Council consists of seven (7) members.
- (2) Council members must be present in person at Council Meetings to be counted in establishing a quorum.

22. Council Meetings

- (1) At the option of the Council, Council Meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council Meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Council Meetings that deal with any of the following:

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- (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.

23. 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) Unless there are only two (2) strata lots in the strata plan, if there is a tie vote at a Council Meeting, the Council President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council Meeting must be recorded in the Council Meeting Minutes [amendment SPAA s.51(g)].

24. Council to Inform Owners of Minutes

- (1) The Council must inform owners of the minutes of all Council Meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of Council’s powers and duties

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

26. 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.

27. 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.

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- (2) Subsection (1) does not affect a Council member’s liability, as an owner, for a judgment against the Strata Corporation.

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

28. Maximum Fine

- (1) The Strata Corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a Bylaw.
 - (b) \$50 for each contravention of a Rule.

29. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a Bylaw or a Rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

DIVISION 5 – ANNUAL & SPECIAL GENERAL MEETINGS

30. Person to Chair a Meeting

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

31. 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.

ANNUAL & SPECIAL GENERAL MEETINGS

32. Quorum of Meeting

- (1) If, within a half (1/2) hour from the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

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This Bylaw 28.1 is an alternative to Section 48(3) of the *Act*. This Bylaw does not apply to a meeting demanded pursuant to Section 43 of the *Act* and failure to obtain a quorum for a meeting demanded pursuant to Section 43 terminates, and does not adjourn, that meeting.

33. Voting

- (1) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the *Act*.
- (2) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or Rules.
- (3) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or Rules, including legal costs, for which the owner is responsible under Section 131 of the *Act* (ie. Tenant).
- (4) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President, may break the tie by casting a second, deciding vote.
- (9) If there are only two (2) strata lots in the Strata Plan, subsection (5) does not apply.
- (10) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

34. Order of Business

- (1) The order of business at Annual and Special General Meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last Annual or Special General Meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
 - (i) ratify any new Rules made by the Strata Corporation under section 125 of the *Act*;

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- (j) report on insurance coverage in accordance with Section 154 of the *Act*, if the meeting is an Annual General Meeting;
- (k) approve the budget for the coming year in accordance with Section 103 of the *Act*, if the meeting is an Annual General Meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
- (m) elect a Council, if the meeting is an Annual General Meeting;
- (n) terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

35. 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.
- (2) A Dispute Resolution Committee consists of:
 - (a) one (1) owner or tenant of the Strata Corporation nominated by each of the disputing parties and one (1) owner or tenant chosen to chair the Committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MARKETING ACTIVITIES BY STRATA LOT OWNERS

36. “For Sale” Signage

- (1) One “For Sale” sign (neither hand printed nor hand made and not exceeding 1 meter square) may be displayed on common property immediately in front of a unit being sold where the unit faces the street.
- (2) Owners of Strata lots 30 thru 58 may display one “For Sale” sign, with unit number displayed, on the common property lawn adjacent to the conservation area at the corner of Beaverbrook and Noel not closer than 7 meters from any fence:
 - (a) A single “For Sale” sign may also be placed in the window of lots 30 thru 58 to identify the specific unit.
- (3) “Open House” For Sale signs may be displayed during the hours of an open house.
- (4) All “For Sale” signs must be removed within seven (7) days of a sale.
- (5) Contravening this Bylaw will result in the removal of the sign.

DIVISION 8 – MISCELLANEOUS

37. *Moved to 8. (4)*

38. Hose Bib Winterization

- (1) Residents are required to winterize all external hose bibs on the exterior of all individual units between November 15th and March 15th of each year.
- (2) Should unusually cold temperatures be anticipated outside of these dates, the Strata Council shall advise residents of the new dates by posting a notification by each of the three (3) mailboxes.

39. Residential Tenant Eviction

- (1) The Strata Corporation may, in accordance with section 36(1) of the *Residential Tenancy Act*, evict a residential tenant if he or she repeatedly or continually contravenes a reasonable and significant Bylaw or Rule so that another person's use and enjoyment of the strata lot, common property or common assets is seriously interfered with.

40. Damage to Property

- (1) Residents are responsible for any damage caused to common property by their visitors or residents of their unit.

41. Political Signage

- (1) One political campaign sign (neither had printed nor hand made and not exceeding 1 meter square) may be displayed in a window or on the limited common property immediately in front of the residents unit. The sign may not interfere with landscaping activity. Signs may only be displayed during the term of an election.

42. Recycling Program

- (1) The Strata Corporation, BCS 367, supports Burnaby's recycling program. Residents of the Strata and their families and friends are required to follow the published City of Burnaby Regulations, a summary of which is listed above and also attached to the November 29, 2007 council minutes. Failure to comply with this Bylaw may result in the maximum fine allowed by the Strata's Bylaws and the offending owner may be assessed the cost for the removal of the waste if not picked up by the City of Burnaby.
- (2) All residents are required to follow the municipality's recycling policies.

43. Fuel Container Storage on Strata Lot

- (1) No more than one (1), *spare* CSA approved *liquid* fuel (*e.g. gasoline*) container may be stored on a strata lot for any purpose. The maximum size of any container is 20 litres (or 5 gallons). Multiple containers are not allowed. The maximum fine allowed by The Strata Property Act will be applied to the strata unit owner or resident in breach of this safety precaution.

44. Other Accommodation

A strata lot must not be used except as a private residential dwelling home. Without limiting the generality of the foregoing, a strata lot is not to be used or occupied for transient, commercial or hotel purposes under a contract, license arrangement or any other form of agreement for transient, short-term rentals or short-term occupancy or accommodation of any kind, commercial hotel or hotel-like accommodation, a boarding house,

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house letting, a bed and breakfast or for any other short term accommodations, including without limitation, short-term accommodation advertised under the names "VRBO", "Airbnb", "Home Away" or monikers advertising, by newspaper, Craigslist, internet or otherwise, short-term occupancy or accommodation of any kind. Effective Nov. 30th, 2018, any breach of this bylaw 44 is subject to a fine of up to \$1,000 per day.

- (1) In addition to using New Resident Orientation to obtain initial contact info, all residents (owners, family, and tenants) who are 19-y.o. or older must provide phone and email info to the Strata Residents Registry. This is required for the annual survey or whenever there is a residency change. The Strata Residents Registry will be used In Case of Emergencies (ICE), or when email broadcasts of strata notices are required. Failure to keep the registry up to date may result in a minimum fine of \$50 per incident.

45. Cannabis Smoking or Vaping Regulations at Stonebrook

- (a) An Owner, Tenant, Occupant or Visitor ('OTOV') must not smoke or vape cannabis on any interior or exterior of strata common property.
- (b) An OTOV must not grow, produce, make, dispense or sell cannabis, or any cannabis derivatives from a strata lot or on common property.
- (c) Cannabis smoking or vaping is restricted to only inside the townhouse with all windows & doors fully closed, not anywhere outside: no exceptions. This is necessary to minimize odour from disturbing neighbouring units.
- (d) Violators will be fined a minimum \$50.00 for each breach as per Bylaw 3. Use of Property (1) (a) & (c). Fines can be applied every seven (7) days if necessary, as per Bylaw 29. Continuing Contravention.

46. Insurance Deductible Charge Back

An Owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request. All Owners of Strata Plan BCS367 must have at least \$1,000,000 liability insurance, and coverage for the current deductible amount for sewer backup and water damage.

- (1) An Owner shall indemnify and save harmless the strata corporation from the expense of any investigation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the common property, limited common property, common assets or to any strata lot arising from any damage or incident for which that Owner is responsible or occurring or originating in that Owner's strata lot, whether or not such incident is caused or contributed to by that Owner's act, omission, negligence or carelessness or by that of another person, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.
- (2) An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata Property Act by the negligence or accident of the Owner or Owner's tenant, resident, or guest.
- (3) An Owner must purchase insurance for their Strata lot. The insurance must have coverage to protect the Owner against a Strata insurance deductible chargeback, as well as any cost to repair common property charge by the Strata Corporation. The Strata lot Owner must show proof of insurance to the Strata Corporation upon request.

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- (4) For clarity and without limiting the meaning of the word “responsible”, an owner is deemed to responsible in any of the following circumstances:
- (a) the Owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “responsible” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
 - (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the Owner, and/or Owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
 - (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the Owner’s strata lot or limited common property designated for the exclusive use of such Owner’s strata lot, including, but not limited to, anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with or without ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, bathtubs, showers;
 - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - (vii) fireplaces;
 - (viii) exhaust fans and humidifiers/dehumidifiers;
 - (ix) anything introduced into the strata lot by a resident or visitor;
 - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the Owner or by prior Owner(s) of the strata lot;
 - (xi) any person residing in or visiting at the Owner’s strata lot;
 - (xii) any pets residing in, or visiting at, the Owner’s strata lot;
 - (xiii) barbecues or smokers.
- (5) Despite this bylaw, the strata corporation may only chargeback the greater of:
- (a) \$100,000; or
 - (b) the maximum amount the Owner’s insurer covers for a deductible assessment by the strata corporation provided that the loss or damage did not result out of the act, omission, negligence or carelessness of the Owner and/or Owner’s tenants, occupants or visitors.

47. Privacy and Security

1. Privacy Policy for the Owners, Strata Plan BCS367

(1) The Strata Corporation’s Commitment regarding Personal Information:

The Strata Corporation is committed to protecting the personal information of its residents.

(2) Why the Strata Corporation Collects Personal Information:

- (a) To identify and communicate with the residents;
- (b) To process payments;
- (c) To respond to emergencies;
- (d) To ensure the orderly management of the Strata Corporation;
- (e) To comply with requirements imposed by the Strata Property Act and other applicable laws.

(3) What Information the Strata Corporation May Collect, Use or Disclose:

The strata corporation may collect, from time to time, certain personal information of Owners, tenants, and occupants including but not limited to:

- (a) Name(s), address(es), phone number(s), and email address(es), as applicable
- (b) Banking or credit card information to allow pre-authorized payments (“PAP”) to pay strata fees;
- (c) Emergency contact information;
- (d) Vehicle description/license plates;
- (e) Pet information;
- (f) Video images and voice recordings obtained during the use and operation of the video surveillance system to be installed by the strata corporation in the following locations:
 - i. The visitor parkade
 - ii. The mail/recycling room

An Owner, tenant or occupant may give consent either orally, in writing, electronically, or through an authorized representative. Consent will be implied when the purpose for collecting, using, or disclosing personal information would be considered obvious and the individual voluntarily provides his or her personal information for that obvious purpose.

(4) Collection, Use and Disclosure of Personal Information by the Strata Corporation

Except where the Strata Corporation is legally authorized (for example, pursuant to a bylaw) or consent is otherwise not required (as discussed below under the next heading), the Strata Corporation will seek consent before collecting, using, or disclosing personal information.

The Strata Corporation will only collect, use, or disclose the personal information that is necessary to fulfill the identified purposes and will not collect, use or disclose personal information in other circumstances unless the Strata Corporation first receives further consent from the person involved.

The Strata Corporation will make reasonable efforts to ensure that the personal information that it collects, uses, or discloses is accurate and complete. If a resident is aware that the personal

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information the Strata Corporation has about them needs to be corrected, please advise the Strata Corporation about the correction in writing.

(5) What Personal Information the Strata Corporation Can Collect, Use or Disclose without Consent:

- (a) With respect to an Owner, the Owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, and the unit entitlement of the Owner's strata lot;
- (b) Information authorized by a bylaw;
- (c) The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
- (d) The names of tenants of a strata lot, if any;
- (e) With respect to a council member, the telephone number or some other method by which the council member can be contacted on short notice;
- (f) Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
- (g) Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
- (h) Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
- (i) If the Strata Corporation requires legal advice from a lawyer;
- (j) If the Strata Corporation is collecting money owed by an Owner, tenant or occupant; and
- (k) If the personal information is required to be collected, used or disclosed by law.

(6) Withdrawing Consent:

Except where withdrawing consent would frustrate the performance of a legal obligation, a resident can withdraw consent at any time by giving the Strata Corporation reasonable notice. If consent is withdrawn, the Strata Corporation will inform the person withdrawing the consent of the likely consequences of that step.

(7) Retention of Personal Information:

The Strata Corporation will only retain personal information for as long as necessary to fulfill the identified purposes or as long as required for a legal or business purpose. If the information of a resident is used to help the Strata Corporation render a decision, the information will be retained for a one (1) year period.

(8) Security of Personal Information:

The Strata Corporation has implemented reasonable security arrangements to prevent against risks associated with personal information, such as unauthorized access, collection, use, disclosure, copying, modification or disposal.

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If the Strata Corporation retains another organization to do work for the corporation that involves personal information, the corporation will ensure that there is an agreement in place that commits that organization to adhere to this privacy policy.

(9) Access to Personal Information:

A resident is entitled to access their own personal information that is under the Strata Corporation's control and is also entitled to know the ways in which that information has been used or disclosed.

Any request by resident for his or her information must be made in writing and directed to the Strata Corporation's Property Management Company.

The Strata Corporation will charge a minimum fee when an access request is made and the amount should be verified when the request is made.

The Strata Corporation will respond to a written request within 30 business days of receipt of the request; however, the Strata Corporation may be entitled in some circumstances to extend the response period. In providing the response, the Strata Corporation will inform the requesting party whether he or she is entitled to access to the requested information, and if access is denied, the reason for the denial.

If a requesting person is not satisfied with a response from the Strata Corporation, that person may complain to the British Columbia Office of the Information and Privacy Commissioner (www.oipcbc.ca).

2. Security Measures

- (1) The Strata Corporation will install closed circuit video surveillance in the areas of the strata plan as identified in section 47 paragraph 1 subsection 3-f.
- (2) The Strata Corporation collects data with respect to the usage of each mailroom access code programmed for use at and within Strata Plan BCS367.
- (3) This bylaw authorizes the collection of personal information using a video surveillance system and mailroom access code usage records and will be used by the Strata Corporation for the following purposes only:
 - (a) being alerted to the presence of trespassers within the boundaries of Strata Plan BCS367;
 - (b) recording and obtaining evidence of any theft, vandalism, nuisance, damage to property (which, for certainty, includes the cleaning of property), or injury caused by or to any person within the boundaries of Strata Plan BCS367; and
 - (c) enforcing strata corporation bylaws and rules which are not "minor" bylaws. For the purposes of this bylaw, a "minor" bylaw excludes any bylaw or rule that relates to any of the following:
 - i. the safety and security of the strata plan and its Owners, tenants, occupants and visitors;
 - ii. the repair, replacement and/or cleaning of property as a result of the act or omission of an Owner, tenant, occupant or visitor;
 - iii. the removal of items left in or on common property in contravention of the bylaws or the rules where such removal results in any expenses being incurred by the strata corporation.

- (d) to aid the Strata in maintaining proper garbage disposal and/or recycling etiquette as required by the City of Burnaby to minimize any potential fines and to retain said services from the City. This will be mainly used to educate residents however repeat offenders could be fined as per Strata's Garbage Bylaws Section 6.
- (4) The video files and/or mail room access code records will be stored by electronic means for a period of up to 6 week(s) from the date of recording. This period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes..
- (5) The personal information of Owners, tenants, occupants or visitors will only be reviewed or disclosed as follows:
 - (a) to law enforcement for the purposes set out in this bylaw 47, or as otherwise required by law;
 - (b) to the strata council members and the strata manager for the purposes set out in this bylaw 47, or as otherwise required by law.
- (6) An Owner, tenant, occupant or visitor must not do anything to damage or interfere with any closed-circuit video surveillance or mailroom access code equipment.
- (7) In installing and/or maintaining the systems described in this bylaw 47, 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.

3. Security Cameras in Visitor Parkade and Mailroom

Our visitor parkade is easily accessible to the public, and it continues to be difficult to protect this area against vandalism, theft, or loitering by unknown persons. The installation of security cameras could help deter illegal behaviour, and the recordings could be used as evidence for police investigations. Cameras would also be located in the mailroom for similar purposes.

4. Security Devices on Strata Lots

Bylaw 47, above on “Privacy Policy for the Owners”, also applies to the installation and use of smart security devices (e.g. security cameras, smart doorbells, security lights) that an Owner may use on the limited strata common property of each strata lot only with council’s written approval.

- (1) Any smart security device mounted externally must comply with Bylaw -9 “Obtain Approval Before Altering a Strata Lot”.
- (2) Exterior mounted security cameras (webcams) are not permitted because they require mounting onto an exterior wall membrane that then becomes subject to moisture penetration and water damage.
- (3) An approved smart doorbell may be used as long as it complies with PIPA guidelines. Smart doorbells cannot obscure or replace the peephole viewer in the front door.
- (4) Tenants require written permission from the owner and council to install a smart security device.
- (5) Failure to comply with section 4 restrictions will result in a minimum \$50 fine (to be applied every 7 days until corrected).

48. Electronic General Meetings

- (1) The Strata Corporation may provide for attendance at an Annual or Special General Meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the Strata Corporation may call an exclusively electronic Annual or Special General Meeting, hold an Annual or Special General Meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic Annual or Special General Meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other.
- (3) Any person attending an Annual or Special General Meeting by electronic means is deemed to be present in person for the purposes of the meeting.
- (4) Despite Bylaw 33., in the event that a General Meeting is held pursuant to Bylaw 33.(4) or an eligible voter attends an Annual or Special General meeting by electronic means, the Strata Corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter.

49. Level 2 Electric Vehicle Charging Stations NOT permitted in Unit Garages

Due to strata power distribution limitations (confirmed by a 2019 engineering report), Electric Vehicle Charging Stations (EVCS) rated at Level 2 (208 VAC, 20 Amps or higher) are NOT permitted in Unit Garages. Residents can use an EVCS rated at Level 1 (120 VAC, 15 Amps) using an existing wall outlet, or from their 100 Amp panel if a breaker slot is available. Note that an auxiliary or larger panel for an EVCS or any other device is not permitted.

Currently, the main breakers panels in the each of the utility rooms, the interconnecting power cables, and the BC Hydro transformer are not rated to handle multiple Level 2 charging stations to individual garages without significant upgrades and disruptions. Until these very costly upgrades are completed, Strata is unable to allow any Level 2 charging stations without risking an electrical fire hazard and prolonged power outage.

Violation of this bylaw will result in an initial \$200 fine for exceeding strata power limitations. The owner will be required to hire a licensed electrician to remove the circuit from the electrical panel and provide the strata with a receipt. An inspection of the panel by a council member will be required after restoration. If the Level 2 charger is not removed after 1 week of the violation notice, a minimum \$100/day fine will be assessed until compliance is met.