

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
- 

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

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2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

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3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

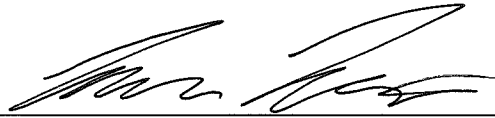
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**FORM I**  
**AMENDMENT TO BYLAWS**  
(Section 128)

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THE OWNERS, STRATA PLAN EPS 2409 – MODERN (RESIDENTIAL) CERTIFY THAT THE ATTACHED ADDITIONS/AMENDMENTS TO BYLAWS OF THE STRATA CORPORATION WERE APPROVED BY A RESOLUTION PASSED IN ACCORDANCE WITH SECTION 128 OF THE *STRATA PROPERTY ACT*, AT THE ANNUAL GENERAL MEETING HELD ON FEBRUARY 12<sup>TH</sup>, 2019.

DATED: Feb 12/2019, IN THE PRESENCE OF



SIGNATURE OF COUNCIL MEMBER



SIGNATURE OF SECOND COUNCIL MEMBER

---

**ADD:**

**BYLAW 7.1(19) - SMOKING**

An Owner shall be fully responsible for the acts and omissions of guests if the strata lot is used, and whenever the By-laws or regulations make reference to the use and enjoyment of the strata lot or the common property the same shall be interpreted as if the word “Owner” includes guests, and all references to Family, household guests, servants, agents, licensees and invitees, where appropriate, amended to include not only those of the Owner but of guests.

**19.1 Smoking and Vaping**

For the purposes of this bylaw, the following definitions apply:

- a) **“smoke”** or **“smoking”** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
- b) **“vape”** or **“vaping”** includes inhaling, exhaling, vaporizing or carrying or using an active e-cigarette or other vaping device
- c) **“Strata lot”** refers to individual suites

**19(2)** An owner, occupant or visitor must not smoke in or on the following areas:

- a) a strata lot;
- b) any common property or limited common property that is located within or outside the building (including hallways, elevators, parking garages, service rooms or amenity rooms, storage lockers, stairs or on any balcony, patio or deck);
- c) Council will consider reasonable accommodation, pursuant to Section 8 of the Human Rights Code, where proof is provided by medical evidence for a designated period of time. The resident is free to re-apply to Council for further reasonable accommodation.

\*\*\*\*\*

**19(3)** An owner, occupant or visitor must not vape in or on the following areas:

- a. any common property or limited common property that is located within or outside the building (including hallways, elevators, parking garages, service rooms or amenity rooms, storage lockers, stairs or on any balcony, patio or deck);
- b. *only vaping of odorless e-cigarettes is permitted in a strata lot;*
- c. Council will consider reasonable accommodation, pursuant to Section 8 of the Human Rights Code, where proof is provided by medical evidence for a designated period of time. The resident is free to re-apply to Council for further reasonable accommodation.

\*\*\*\*

**19(4) Growing of Marijuana or “Controlled Substances”**

An owner, occupant or visitor must not use a strata lot, in whole or in part, common property or limited common property to grow, produce, harvest, store, market, consume, sell or distribute marijuana or any “controlled substance” as that term is defined in the Controlled Drugs and Substances Act.

**END OF RESOLUTION**

- Your electronic signature is a representation by you that:
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- 

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

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LTO Document Reference:

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3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

---

**VANCOUVER OFFICE:**  
1777 West 75<sup>th</sup> Avenue  
Vancouver, BC V6P 6P2  
Tel: 604-685-3828 Fax: 604-685-3845  
[info@pacificquorum.com](mailto:info@pacificquorum.com)



**SURREY OFFICE:**  
408 - 7337 137<sup>th</sup> Street  
Surrey, BC V3W 1A4  
Tel: 604-635-0260 Fax: 604-635-0263  
[surrey@pacificquorum.com](mailto:surrey@pacificquorum.com)


**FORM I**  
**AMENDMENT TO BYLAWS**  
(Section 128)

---

THE OWNERS, STRATA PLAN EPS 2409 – MODERN (RESIDENTIAL SECTION) CERTIFY THAT THE ATTACHED ADDITIONS/AMENDMENTS TO BYLAWS OF THE STRATA CORPORATION WERE APPROVED BY A RESOLUTION PASSED IN ACCORDANCE WITH SECTION 128 OF THE *STRATA PROPERTY ACT*, AT THE ANNUAL GENERAL MEETING HELD ON MARCH 28, 2017.

DATED: 30 May 2017, IN THE PRESENCE OF

  
\_\_\_\_\_  
SIGNATURE OF COUNCIL MEMBER

  
\_\_\_\_\_  
SIGNATURE OF SECOND COUNCIL MEMBER

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**¾ VOTE RESOLUTION #1 OF THE OWNERS, STRATA PLAN EPS 2409 (the “Strata Corporation”) - Part 6 Common Expenses - Strata fees**

**Amend Part 6 – Common Expenses Strata Fees - by the addition of: 6.3 (1) to (4) as follows:**

**BE IT RESOLVED** by a ¾ vote of the Owners of Strata Plan EPS 2409, Modern, (Residential Section) that the section of the bylaws Part 6 Common Expenses – Strata Fees be amended by the addition of 6.3), (1) to (4) as follows:

- 6.3 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees related.
- (2) If an owner is lay in paying 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) The fine for late payment of assessments shall be \$50.00 for each month or portion thereof that such payment is late.
- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. The fine for late payment of assessments shall be \$50.00 for each month or portion thereof that such payment is late.

**¾ VOTE RESOLUTION #2 OF THE OWNERS, STRATA PLAN EPS 2409 (Residential Section) Amend Bylaw Move in/out - 7.5**

**BE IT RESOLVED** by a ¾ vote of the Owners of Strata Plan EPS 2409, Modern (Residential Section) approve to amend the section of the Bylaws for Move in/move 7.5 as follows:

**Amend Bylaw 7.5 by the addition of (3) and (4) inclusive**

- (3) All moves shall take place between 9:15 am to 7:00 pm (Monday to Saturday) and a confirmed booking is required at least 7 days in advance of such moves.
- (4) Moves are not allowed to take place on Sunday or during a Statutory Holiday.

**¾ VOTE RESOLUTION #3 OF THE OWNERS, STRATA PLAN EPS 2409 (Residential Section) Amend Bylaw Rentals 7.6**

**BE IT RESOLVED** by a ¾ vote of the Owners of Strata Plan EPS 2409, Modern (Residential Section) approve to amend the section of the Bylaws for Rentals 7.6 as follows:

**Amend Bylaw 7.6 by the addition of (3), (4), (5), (6), (8) and (9) inclusive**

- (3) A strata lot may not be rented for a period less than six (6) months in any calendar year.
- (4) Owners who intend to rent or lease a strata lot must take note that all assessments, fines

or other charges assessed pursuant to the bylaws are levied by the Residential Section against the owner of the strata lot and it is the owner's responsibility to pay the same to the Residential Section and to pay for all assessment levied in respect of contravention of the bylaws by a tenant or occupant of the strata lot.

- (5) A tenant shall not sublet a strata lot to a subtenant unless the tenant has been assigned the powers and duties of the landlord in accordance with sections 147 and 148 of the Act and the owner and the tenant have met all of the requirements of those sections. This bylaw shall not be construed to prevent a tenant from sharing the strata lot with the other persons named by the owner pursuant to bylaw 7.6.
- (6) Owners and their agents shall not advertise rentals in any part of the strata lot and/or strata plan.
- (7) An owner, agent, occupant, tenant or other related party, shall not advertise a strata lot rental for a term that is less than the minimum rental term referred to in section 7.6 of these bylaws.
- (8) A strata lot must not be used for short-term accommodation purposes, such a bed-and-breakfast, lodging house, hotel, home exchange, time-share or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for use of all or part of a strata lot.
- (9) The Residential Section shall levy a fine of \$200.00 against the owner of a strata lot for contravention of bylaw 7.6.

NEW WESTMINSTER LAND TITLE OFFICE

Oct-24-2014 08:58:43.007

CA4037906

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 56 PAGES

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- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.



1. CONTACT: (Name, address, phone number)

Loraine Becher, McCarthy Tétrault LLP  
1300 - 777 Dunsmuir Street

Phone: (604) 643-5964 (Modern)

Client No. 010452

File 208997-445018

Doc 13889203

Vancouver

BC V7Y 1K2

Document Fees: \$25.37

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-803-884

LOT A BLOCK 12 DISTRICT LOT 185 GROUP 1 NWD PLAN BCP50438



**BYLAWS**

***Strata Property Act***  
**Form Y**

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**  
**(Section 245(d), Regulations section 14.6(2))**

Re: Strata Plan EPS2409, being a strata plan of City of Vancouver,

Parcel Identifier: 028-803-884

Lot A, Block 12, District Lot 185, Group 1,  
New Westminster District Plan BCP50438

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act"), as permitted by section 120 of the Act.

**See Schedule A**

Date: OCTOBER 23, 2014

AMACON DEVELOPMENT (BURRARD) CORP.  
by its authorized signatory:

\_\_\_\_\_  
Signature of Owner/Developer

**SCHEDULE A  
BYLAWS**

**PART 1 - SEPARATE SECTIONS**

**Commercial section**

- 1.1 The owners of all non-residential strata lots, being strata lots 1 to 118, will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "Section 1 of The Owners, Strata Plan EPS2409" (the "Commercial Section").

**Residential section**

- 1.2 The owners of all residential strata lots, being strata lots 119 to 121, will form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name "Section 2 of The Owners, Strata Plan EPS2409" (the "Residential Section").

**Administration of sections**

- 1.3 (1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.
- (2) The Commercial Section must elect an executive in the manner described in Part 8 of these Bylaws.
- (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to enforce bylaws and rules.
- (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
- (5) Each of the Commercial Section and the Residential Section may obtain insurance only:
- (a) against perils that are not insured by the strata corporation; or
  - (b) for amounts that are in excess of amounts that are insured by the strata corporation.

Each section has the same insurable interest as the strata corporation has in property contained within such section.

**Payment and collection of section fees**

- 1.4 (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section.

- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

#### **Repair and maintenance of property by separate sections**

- 1.5 Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation):
- (1) repair and maintenance that in the ordinary course of events occurs less than once a year;
  - (2) the structure of a building;
  - (3) the exterior of a building;
  - (4) chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (5) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots); and
  - (6) fences, railings and similar structures that enclose patios, balconies and yards.

The Residential Section will not alter or improve any limited common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or otherwise have a negative impact on the business carried on, in and from a non-residential strata lot.

## PART 2 - DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS AND VISITORS

### Payment of strata fees

- 2.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.
- (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 allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

### Repair and maintenance of property by owner

- 2.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

### Use of property

- 2.3 (1) An owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance, disturbance or hazard to another person, including guests or customers of a non-residential strata lot,
  - (b) causes unreasonable or repetitive noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee 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 the *Strata Property Act*.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
- (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps 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.

The use of the non-residential strata lot and all limited common property designated therefor in a manner that is permitted under the applicable municipal bylaws will not constitute a breach of these bylaws.

#### **Inform strata corporation**

- 2.4 (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.

#### **Obtain approval before altering a strata lot**

- 2.5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e., including, for example, adding security devices to the entrance door to a strata lot);
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) parts of the strata lot which the strata corporation must insure under the *Strata Property Act* including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 2.5(1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.
- (4) Notwithstanding the foregoing, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before altering the non-residential strata lot, or permitting it to be altered, provided that any such alteration is in accordance with all applicable bylaws and rules and regulations of the City of Vancouver and any other relevant governmental authority.

**Obtain approval before altering common property**

- 2.6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) Notwithstanding the foregoing, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before making an alteration to limited common property designated for that non-residential strata lot, or permitting such an alteration, provided that any such alteration is in accordance with all applicable bylaws and rules and regulations of the City of Vancouver and any other relevant governmental authority.

**Permit entry to strata lot**

- 2.7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
  - (c) 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 *Strata Property Act*, and
  - (d) to ensure compliance with the *Strata Property Act* and these bylaws.
- (2) The notice referred to in bylaw 2.7(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw 2.7, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

**Compliance with bylaws**

- 2.8 An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

**Pets**

- 2.9 (1) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the strata council by providing to the strata council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.

- (2) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (3) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning.
- (4) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (5) The strata corporation may require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the strata council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

#### **Claims on Insurance Policies**

- 2.10 An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

### **PART 3 - POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL**

#### **Repair and maintenance of property by strata corporation**

- 3.1 The strata corporation must repair and maintain all of the following:
  - (1) common assets of the strata corporation;
  - (2) common property that has not been designated as limited common property;
  - (3) limited common property (except for repair and maintenance that is the responsibility of a separate section under bylaw 1.5) but the duty to repair and maintain it is restricted to:
    - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
      - A. the structure of a building;
      - B. the exterior of a building;
      - C. chimneys, stairs, balconies and other things attached to the exterior of a building;

- D. doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);
  - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (4) 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:
- (a) the structure of a building,
  - (b) the exterior of a building,
  - (c) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (d) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
  - (e) fences, railings and similar structures that enclose patios, balconies and yards.
- (5) the strata corporation shall not alter or improve any common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or otherwise have a negative impact on the business carried on, in and from the non-residential strata lot.

#### **Council size**

- 3.2 The council must have at least 3 and not more than 7 members. One membership spot on council will be reserved for a representative of the Commercial Section who, if nominated by the Commercial Section shall be deemed to be elected by acclamation, but the Commercial Section is not required to be represented on council if there is no candidate put forward by the Commercial Section, and the Commercial Section may have more than one representative on council if elected in the ordinary course.

#### **Council members' terms**

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

#### **Removing council member**

- 3.4 (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.



- (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 *Strata Property Act*.

#### **Replacing council member**

- 3.5 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this bylaw 3.5 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 *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Officers**

- 3.6 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **Calling council meetings**

- 3.7 (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

- A. consent in advance of the meeting, or
- B. are unavailable to provide consent after reasonable attempts to contact them.

#### **Requisition of council hearing**

- 3.8 (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 bylaw 3.8(1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

#### **Quorum of council**

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

#### **Council meetings**

- 3.10 (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 not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw 3.10(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**Voting at council meetings**

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

**Council to inform owners of minutes**

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

**Delegation of council's powers and duties**

- 3.13 (1) Subject to bylaws 3.13(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 bylaw 3.13(3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

**Spending restrictions**

- 3.14 (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 bylaw 3.14(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

**Limitation on liability of council member**

- 3.15 (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) Bylaw 3.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

**Consents**

- 3.16 (1) Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the *Strata Property Act*, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

**PART 4 - ENFORCEMENT OF BYLAWS AND RULES****Maximum fine**

- 4.1 (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may 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) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided for in the *Strata Property Act* or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) 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 or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council or a section executive pursuant to the *Strata Property Act* or these bylaws, will become part of the assessment of the owner responsible and will 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.

**Continuing contravention**

- 4.2 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.

**PART 5 - ANNUAL AND SPECIAL GENERAL MEETINGS****Person to chair meeting**

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

**Participation by other than eligible voters**

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

**Voting**

- 5.3 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, bylaw 5.3(5) does not apply.
- (7) Despite anything in this bylaw 5.3, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) 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.

**Order of business**

5.4 The order of business at annual and special general meetings is as follows:

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

**Electronic Attendance at Meetings**

5.5 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.

**Quorum**

5.6 A quorum for an annual or special general meeting is any eligible voters present in person or by proxy.

**PART 6 - COMMON EXPENSES****Strata fees**

6.1 The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

**Section fees**

- 6.2 The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this bylaw.

**Apportionment of common expenses**

- 6.3 Common expenses will be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
- (1) common expenses attributable to either separate section will be allocated to that separate section and, subject to bylaw 6.5, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
  - (2) common expenses not attributable to either separate section, will be for the account of the Strata Corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
  - (3) common expenses attributable to any one strata lot will be allocated to such strata lot.

**Allocation between sections**

- 6.4 Without limiting the generality of bylaw 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:
- (1) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section will be for the account of the owners of strata lots in each respective section;
  - (2) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;
  - (3) the cost of insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
  - (4) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation; and
  - (5) the cost of maintaining the underground parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in bylaw 6.4(1).

**Expenses attributable to limited common property**

- 6.5 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.

**Apportionment within a section**

- 6.6 Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:
- (1) Common expenses except electricity will be allocated to all strata lots in the separate section and will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section. If a strata lot will require a utility or other service not supplied to all lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine.
  - (2) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot will be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

**PART 7 - BYLAWS APPLICABLE TO RESIDENTIAL STRATA LOTS****Use of property**

- 7.1 An owner of a residential strata lot will not:
- (1) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
  - (2) make, cause or produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
  - (3) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
  - (4) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to 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;
  - (5) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
  - (6) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device



on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;

- (7) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (8) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (9) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (10) allow his or her strata lot to become unsanitary or a source of odour;
- (11) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- (12) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (13) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (14) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (15) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to 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;
- (16) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (17) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing,

self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line; and

- (18) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

#### **Use of limited common property**

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

#### **Garbage disposal**

- 7.3 An owner, tenant or occupant of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

#### **Bicycles, storage and parking**

- 7.4 (1) No bicycles are to be kept on the balconies or patios; instead, they will be stored within the owner's designated storage locker or such other area as may be prescribed by the strata council.
- (2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her 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.
- (3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.
- (4) An owner of a residential strata lot will not:
- (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;

- (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by bylaw 7.4(4)(b).

#### **Move in / move out**

- 7.5 (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the strata council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.

#### **Rentals**

- 7.6 (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the *Strata Property Act*, signed by the tenant.
- (2) An owner will advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.

**Selling of strata lots**

- 7.7 (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

**Residential executive size**

- 7.8 (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

**Executive members' terms**

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

**Removing executive members**

- 7.10 (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

**Replacing executive members**

- 7.11 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this bylaw 7.11 even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

**Executive officers**

- 7.12 (1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

**Calling executive meetings**

- 7.13 (1) Any member of the executive may call an executive meeting by giving the other executive 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) An executive meeting may be held on less than one week's notice if
- (a) all executive members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all executive members either
- A. consent in advance of the meeting, or
- B. are unavailable to provide consent after reasonable attempts to contact them.

**Requisition of executive hearing**

- 7.14 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under bylaw 7.14(1), the executive 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 executive, the executive must give the applicant a written decision within one week of the hearing.

**Quorum of executive**

- 7.15 (1) A quorum of the executive is

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

#### **Executive meetings**

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- (3) Owners may attend executive meetings as observers.
- (4) Despite bylaw 7.16(3), no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at executive meetings**

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

#### **Executive to inform owners of minutes**

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

#### **Delegation of executive's powers and duties**

- 7.19 (1) Subject to bylaws 7.19(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive 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 bylaw 7.19(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 executive may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

#### **Spending restrictions**

- 7.20 (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 7.20(1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **Limitation on liability of executive member**

- 7.21 (1) An executive 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 executive.
- (2) Bylaw 7.21(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

#### **Small claims court**

- 7.22 Notwithstanding any provision of the *Strata Property Act*, the Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

## PART 8 - BYLAWS APPLICABLE TO NON-RESIDENTIAL STRATA LOTS

### Garbage disposal

- 8.1 Owners of non-residential strata lots will remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

### Signs and displays

- 8.2 The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot and on the exterior of the building (regardless of whether such exterior is common property), on the condition that the size and design of such signs or notices have received any approvals required from applicable governmental authorities. All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
- 8.3 Notwithstanding bylaw 2.6, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before constructing, installing, erecting, maintaining and replacing commercial signage on the common property provided that any such signage is in accordance with all applicable bylaws and rules and regulations of the City of Vancouver and any other relevant governmental authority.

### Awnings

- 8.4 The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which faces the city street, on the condition that the plans for such awnings have received any approvals required from applicable governmental authorities and. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a non-residential strata lot.

### Patios

- 8.5 The owner of a non-residential strata lot will be permitted to use the exterior limited common property designated for the exclusive use of such non-residential strata lot that fronts on Burrard Street and/or Harwood Street as a patio, sales area and/or merchandising area, to be used for the commercial purposes of that non-residential strata lot including, without limitation, seating customers, selling food and/or merchandise on the condition that such use of the limited common property has received any approvals required from applicable governmental authorities. Any limited common property used as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of that non-residential strata lot.

### Commercial executive size

- 8.6 (1) The executive of the Commercial Section must have at least 3 and not more than 7 members, unless all the non-residential strata lots are owned by the same person, in which case the executive of the Commercial Section must have at least 1 member and not more than 7 members.



- (2) A member of the section executive is eligible for election to the strata corporation's council.

#### **Executive members' terms**

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

#### **Removing executive members**

- 8.8 (1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

#### **Replacing executive members**

- 8.9 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this bylaw 8.8 even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Executive officers**

- 8.10 (1) At the first meeting of the executive held after each annual general meeting of the Commercial Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.

- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

**Calling executive meetings**

- 8.11 (1) Any member of the executive may call an executive meeting by giving the other executive 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) An executive meeting may be held on less than one week’s notice if
  - (a) all executive members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all executive members either
    - A. consent in advance of the meeting, or
    - B. are unavailable to provide consent after reasonable attempts to contact them.

**Requisition of executive hearing**

- 8.12 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under bylaw 8.11(1), the executive 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 executive, the executive must give the applicant a written decision within one week of the hearing.

**Quorum of executive**

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

**Executive meetings**

- 8.14 (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.

- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite bylaw 8.13(3), no observers may attend those portions of executive meetings that deal with any of the following:
  - (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at executive meetings**

- 8.15
- (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
  - (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
  - (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

#### **Executive to inform owners of minutes**

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

#### **Delegation of executive's powers and duties**

- 8.17
- (1) Subject to bylaws 8.16(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
  - (2) The executive 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 bylaw 8.16(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 executive may not delegate its powers to determine, based on the facts of a particular case,

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

#### Spending restrictions

- 8.18 (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 8.17(1), an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### Limitation on liability of executive member

- 8.19 (1) An executive 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 executive.
- (2) Bylaw 8.18(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

#### Small claims court

- 8.20 Notwithstanding any provision of the *Strata Property Act*, the Commercial Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

#### Bylaw restrictions

- 8.21 Notwithstanding anything else in these bylaws, the strata corporation, the council, the Residential Section (and its executive) and the Commercial Section (and its executive) will not:
- (a) take any action or pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing in any way whatsoever the owner of a non-residential strata lot, or any occupant thereof, from fully utilizing such non-residential strata lot (and any parking stalls, storage areas, common property and limited common property which the owner of such non-residential strata lot, or any occupant thereof, is entitled to use) for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time;
  - (b) take any action or pass any bylaws or rules which would restrict the hours of operation of any business carried on within a non-residential strata lot; or
  - (c) take any action or pass any bylaws or rules which would prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from

leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.

#### **PART 9 - VOLUNTARY DISPUTE RESOLUTION**

##### **Voluntary dispute resolution**

- 9.1 (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 *Strata Property Act*, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

#### **PART 10 - MARKETING ACTIVITIES BY OWNER DEVELOPER**

##### **Marketing activities**

- (1) During the time the owner-developer is the owner or lessee of any strata lot in the development, it shall have the right to
- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and to carry on any marketing and sales functions within such strata lots and within any area of the common property of the development including the recreational facilities,
  - (b) erect and maintain such signage on the common property of the development, and
  - (c) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and realtors,

in each case as may be reasonably determined by the owner-developer to be necessary or expedient in order to enable or assist it in marketing or selling strata lots in the development.

## PART 11 - PARKING/STORAGE AREA LEASE

### Parking/Storage Area Lease

- 11.1 Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility or elsewhere pursuant to a partial assignment of the parking/storage area lease dated June 12, 2012, as amended by a parking/storage area lease amendment agreement dated October 20, 2014 (together, the "Parking/Storage Area Lease") between Amacon Burrard Development Partnership (the "Developer"), as landlord, and Amacon Parking Services Ltd., as tenant, a copy of which is attached hereto as Exhibit A. Pursuant to the Parking/Storage Area Lease, the strata corporation will assume all the covenants and obligations of the Developer under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease), at a time and on terms and conditions determined by the Developer and the Developer may, at its option, cause the strata corporation to assume such covenants and obligations in writing.

**EXHIBIT A**  
**Parking/Storage Area Lease dated June 10, 2012**  
**and**  
**Parking/Storage Area Lease Amendment Agreement dated October 20, 2014**

See attached.

**MODERN  
PARKING/STORAGE AREA LEASE**

THIS AGREEMENT made as of the 10<sup>th</sup> day of June, 2012.

BETWEEN:

**AMACON BARRARD DEVELOPMENT PARTNERSHIP**, having an office at 500 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5

(the "Owner")

AND:

**AMACON PARKING SERVICES LTD.**, having an office at 500 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5

(the "Tenant")

WHEREAS the Owner is the beneficial owner of certain lands and premises located in Vancouver, British Columbia, and currently legally described as:

Parcel Identifier: 028-803-884  
Lot 1  
Block 12  
District Lot 185  
Group 1  
New Westminster District  
Plan BCP50438

(the "Lands");

WHEREAS the Owner has agreed to lease to the Tenant all of the parking stalls (the "Parking Stalls") and the associated drive aisles (the Parking Stalls and the associated drive aisles are collectively referred to as the "Stalls") and the storage areas (the "Storage Areas") in the underground parking facility (the "Parking Facility") to be located within the Lands and shown outlined in heavy black line on the parking/storage area plan (the "Parking/Storage Area Plan"), a reduced copy of which is attached hereto as Schedule A, all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular Stalls and Storage Areas and to rent any Stalls on an hourly, daily and/or monthly basis (the "Rented Stalls");

WHEREAS upon completion of the development of the Lands, the Owner proposes to subdivide the Lands to create a strata development (the "Development") by means of a strata plan (the "Strata Plan") pursuant to the *Strata Property Act* (British Columbia);

WHEREAS the Strata Plan will designate the Stalls and the Storage Areas as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office and/or as limited common property of the owners of Strata Lots within the Development; and

WHEREAS each of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

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MT DOCS 11501796v2



NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

**ARTICLE 1**  
**GRANT AND TERM**

**1.1 Grant.**

The Owner hereby leases to the Tenant for the Term (as defined in section 1.2) all of the Stalls and all of the Storage Areas on the terms and conditions set out in this Lease.

**1.2 Term.**

The term (the "Term") of this Lease will commence on June 10, 2012 and terminate on the earlier of: (i) the date that the Strata Corporation is dissolved; and (ii) 499 years after the commencement of the Term.

**1.3 Rent.**

The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by either the Tenant, any assignee of a partial assignment under this Lease or any user of a particular Rented Stall on an hourly, daily or monthly basis, as the case may be, for the use and enjoyment of a Stall and/or a Storage Area. For greater certainty, the Tenant reserves the right to charge rent for the use of Rented Stalls on an hourly, daily and/or monthly basis.

**1.4 Licence.**

The Owner agrees that the Tenant may at all times, in common with the Owner and all other persons now or hereafter having the express or implied permission of the Owner or having a similar right, enter upon and pass over any part of the Lands designated as roadways, stairways, elevators or walkways for the purpose of obtaining access to or egress from the Parking Facility or a particular Stall or Storage Area, provided that the operation of vehicles will be restricted to roadways and access by foot will be restricted to pedestrian walkways, stairs and elevators. The Owner will at all times provide the Tenant, in its capacity as the tenant of the Parking Facility, with means of access to any security devices as necessary to enable the Tenant and subsequent assignees to use and enjoy the Parking Facility.

**ARTICLE 2**  
**SUBDIVISION BY STRATA PLAN**

**2.1 Strata Plan.**

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and upon the subdivision of the Lands by means of the Strata Plan, such covenants and obligations will:

- (a) continue to run with and bind each subdivided parcel forming part of the Development which contains the Parking Facility and/or a Storage Area; and
- (b) be assumed by the Strata Corporation as the representative of the owners of strata lots within the Development, on terms and conditions determined by the Owner,

at which time the Owner will be absolutely released from any obligations or liabilities hereunder.

**2.2 Common Property.**

This Lease is intended to apply only to a portion of the common property which will be created upon the deposit for registration of the Strata Plan and not at any time to burden the title to any individual strata lot.

**ARTICLE 3  
MAINTENANCE AND ENCUMBRANCES**

**3.1 Maintenance.**

The Owner and the Tenant acknowledge and agree that, until the deposit for registration of the Strata Plan, the Owner will be solely responsible for the control, management and administration of the Parking Facility and the Storage Areas but after the deposit for registration of the Strata Plan pursuant to subsection 2.1(b), the Strata Corporation will assume full responsibility for the control, management and administration of the Parking Facility and the Storage Areas as common property and/or limited common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Parking Facility and the Storage Areas as long as such bylaws, rules or regulations do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease (including the right of the Tenant to partially assign this Lease as it relates to particular Stalls and/or Storage Areas and to rent the Stalls and/or Storage Areas on an hourly, daily and/or monthly basis).

**3.2 Operating Expenses/Property Taxes.**

An assignee of a partial assignment under this Lease as it pertains to a Stall or a subtenant thereof who is not, and is not entitled to become, a member of the Strata Corporation will be required to pay to the Owner, or to the Strata Corporation following the stratification of the Lands:

- (a) an annual fee equal to a fractional share of the operating costs of the Parking Facility, as assessed by the Owner, or by the Strata Corporation following the stratification of the Lands, in the annual budget for the Development, such fraction to have as its numerator, one and as its denominator, the number of Parking Stalls in the Parking Facility; and
- (b) all property taxes levied or assessed against the Stall as allocated by the assessing authority, or if such allocation is not made by the assessing authority, as reasonably allocated by the Owner or the Strata Corporation, as the case may be,

for each Stall or equivalent area in the Parking Facility to which such assignee or subtenant has been assigned rights under this Lease.

**3.3 Alterations.**

The Tenant and its successors and assigns are not entitled to alter, or to perform any repairs of any sort whatsoever to the Parking Facility or the Stalls (excluding the Rented Stalls) or the Storage Areas. Any such alterations or repairs are the sole responsibility of the Owner prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation, it being acknowledged and agreed that the Strata Corporation, not the Owner, will be responsible for alterations or repairs in respect of the Parking Facility immediately upon the deposit for registration of the Strata Plan. However, the Tenant is entitled to alter or to perform any repairs of any sort whatsoever to the Rented Stalls at its sole cost and expense but is not obligated to alter or to perform any such repairs to the Rented Stalls.

**3.4 Subordination.**

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands.

**3.5 No Right to Encumber.**

The Tenant and its successors and assigns may not mortgage, charge, pledge or otherwise grant their interest in any Stall and/or Storage Area as security to any person.

**ARTICLE 4  
ASSIGNMENT**

**4.1 Partial Assignments.**

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Stall and/or Storage Areas to purchasers of strata lots within the Development or to any other person. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Storage Area:

- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Storage Area so assigned for the balance of the Term;
- (b) will, if made to a member, or to a person who is entitled to become a member, of the Strata Corporation:
  - (i) be an assignment of rights to which such assignee or subtenant will only be entitled for so long as such assignee or subtenant owns a strata lot within the Development; and
  - (ii) may only be assigned or sublet to an owner or purchaser of a strata lot within the Development or to the Strata Corporation or back to the Tenant; and
- (c) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to section 4.2 of this Lease.

**4.2 Automatic Assignment.**

If the holder of an interest in a Stall and/or Storage Area sells all of his or her interest in a strata lot within the Development to which such Stall and/or Storage Area is at such time appurtenant as shown on the register maintained under section 4.7 without concurrently executing an assignment of such Stall and/or Storage Area to another owner or purchaser of a strata lot within the Development, then the interest of such holder in such Stall and/or Storage Area will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Stall and/or Storage Area or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

**4.3 Exchanges and Transfers.**

- (a) The holder of an interest (in this subsection 4.3(a), the "First Owner") in a Stall and/or Storage Area (the "First Stall/Storage Area") may exchange his or her interest in the First

Stall/Storage Area with the holder of an interest (in this subsection 4.3(a), the "Second Owner") in a different Stall and/or Storage Area (the "Second Stall/Storage Area") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Storage Area, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Storage Area. The First Owner and the Second Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule B. The exchange will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.2 will not apply to exchanges under this subsection 4.3(a).

- (b) The holder of an interest (in this subsection 4.3(b), the "First Owner") in a Stall and/or Storage Area may transfer his or her interest in such Stall and/or Storage Area to any person (in this subsection 4.3(b), the "Second Owner") for such consideration as the First Owner may in his or her discretion determine. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment substantially in the form attached hereto as Schedule B. The transfer will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.2 will not apply to transfers under this subsection 4.3(b).

#### **4.4 Consents.**

The consent of the Strata Corporation will not be required for any partial assignment of this Lease or the rental of any Stall. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment or of a tenant under any such rental arrangement except as expressly agreed by such assignee or tenant, as the case may be.

#### **4.5 Form of Partial Assignments.**

Subject to section 4.2, all partial assignments of this Lease will be substantially in the form attached hereto as Schedule B. No such partial assignment will be registrable by an assignee in any Land Title Office.

#### **4.6 Release of Assignors.**

Upon the partial assignment (including an automatic assignment pursuant to section 4.2) of this Lease pertaining to a particular Stall and/or Storage Area, the Tenant and any subsequent assignor of an interest in such Stall and/or Storage Area will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or Storage Area.

#### **4.7 Register of Partial Assignments.**

The Owner and, after the registration of the Strata Plan, the Strata Corporation, will maintain a register of all Stalls and Storage Areas and will record on such register each partial assignment of this Lease, indicating:

- (a) the number of the Stall and/or Storage Area assigned;
- (b) the date of assignment;

- (c) the name and address of the assignee; and
- (d) the number of the strata lot within the Development owned by the assignee to which such Stall and/or Storage Area is at the time appurtenant or that the assignee is the Strata Corporation.

Upon request by any owner or prospective purchaser of a strata lot within the Development, the Strata Corporation will provide a certificate, within 7 days of receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Storage Area is assigned and, if applicable, the number of the strata lot within the Development to which such Stall and/or Storage Area is at the time appurtenant. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall and/or Storage Area under sections 4.1 or 4.2, the Strata Corporation will amend the register accordingly.

#### **ARTICLE 5 MISCELLANEOUS**

##### **5.1 Rental of Stalls by Tenant.**

Nothing in this Lease, including in particular section 4.1 above, will prohibit the Tenant from renting the Stall(s) to any person, whether or not a purchaser of strata lots within the Development, on an hourly, daily and/or monthly basis.

##### **5.2 Creation of Stalls.**

Notwithstanding any other provision herein, the Tenant may, at any time and from time to time, designate:

- (a) any area within the Parking/Storage Area Plan but not identified thereon as a Stall as a Stall,
- (b) any area within the Parking/Storage Area Plan but not identified thereon as a Storage Area as a Storage Area,

and assign its rights under this Lease pertaining to such Stall or Storage Area, as the case may be, to purchasers within the Development or to any other person pursuant to section 4.1 above, without the prior approval of the Strata Corporation, provided that the location of such designated Stall or Storage Area does not interfere with the access routes and the operation of the Parking Facility.

##### **5.3 Form of Agreement.**

Each of the parties hereto agree to amend, modify and/or restate the form of this Lease to:

- (a) meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority; or
- (b) confirm unto the parties the rights granted in this Lease; or
- (c) accurately reflect the location of the Stalls and Storage Areas as indicated on the Strata Plan, once completed; or

- (d) exclude from this Lease any Stalls or Storage Areas that the Owner originally named in this Lease (and, for greater certainty, not the Strata Corporation) wishes to exclude from the effect of this Lease, and the Tenant will surrender this Lease in respect of any such Stalls or Storage Areas on demand by such originally named Owner.

**5.4 Arbitration.**

In the event of any dispute or disagreement arising out of this Lease, or the interpretation of any provision hereof, the parties hereto agree that such dispute or disagreement will be resolved by arbitration pursuant to the *Commercial Arbitration Act* (British Columbia), as amended from time to time, or any legislation substituted therefor. Provided that it is understood and agreed that this section 5.4 is not intended to, nor is it to be construed as preventing the parties hereto, or either of them, from seeking injunctive relief from the law courts for damages for breach in appropriate cases.

**5.5 Definitions.**

Any term defined in the recitals to this Lease will have the same meaning throughout this Lease.

**5.6 Severability.**

If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended and this Lease will continue in full force and effect subject to only such amendment.

**5.7 Enurement.**

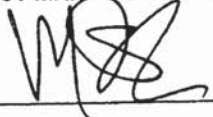
This Lease will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the year and date first above written.

By the Owner:

**AMACON BARRARD DEVELOPMENT PARTNERSHIP** by its partners

**AMACON PROJECT MANAGEMENT SERVICES CORP.**

By:   
\_\_\_\_\_  
President

**LUCI MARKETING LTD.**

By:   
\_\_\_\_\_  
President

**AMACON BARRARD DEVELOPMENT LIMITED PARTNERSHIP** by its general partner **AMACON DEVELOPMENT (BARRARD) CORP.**

By:   
\_\_\_\_\_  
President

**AMACON DEVELOPMENT (BARRARD) CORP.**

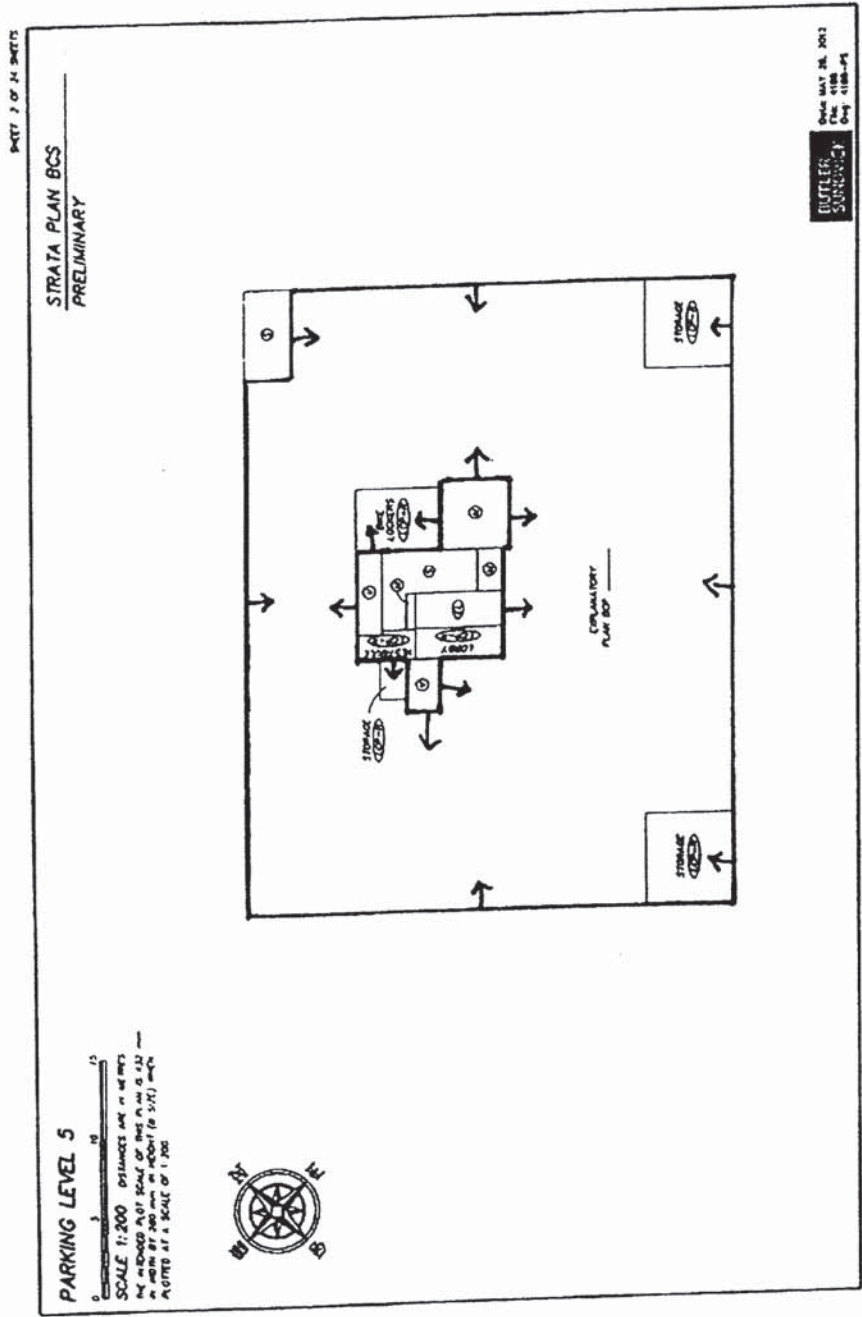
By:   
\_\_\_\_\_  
President

By the Tenant:

**AMACON PARKING SERVICES LTD.**

By:   
\_\_\_\_\_  
Authorized Signatory

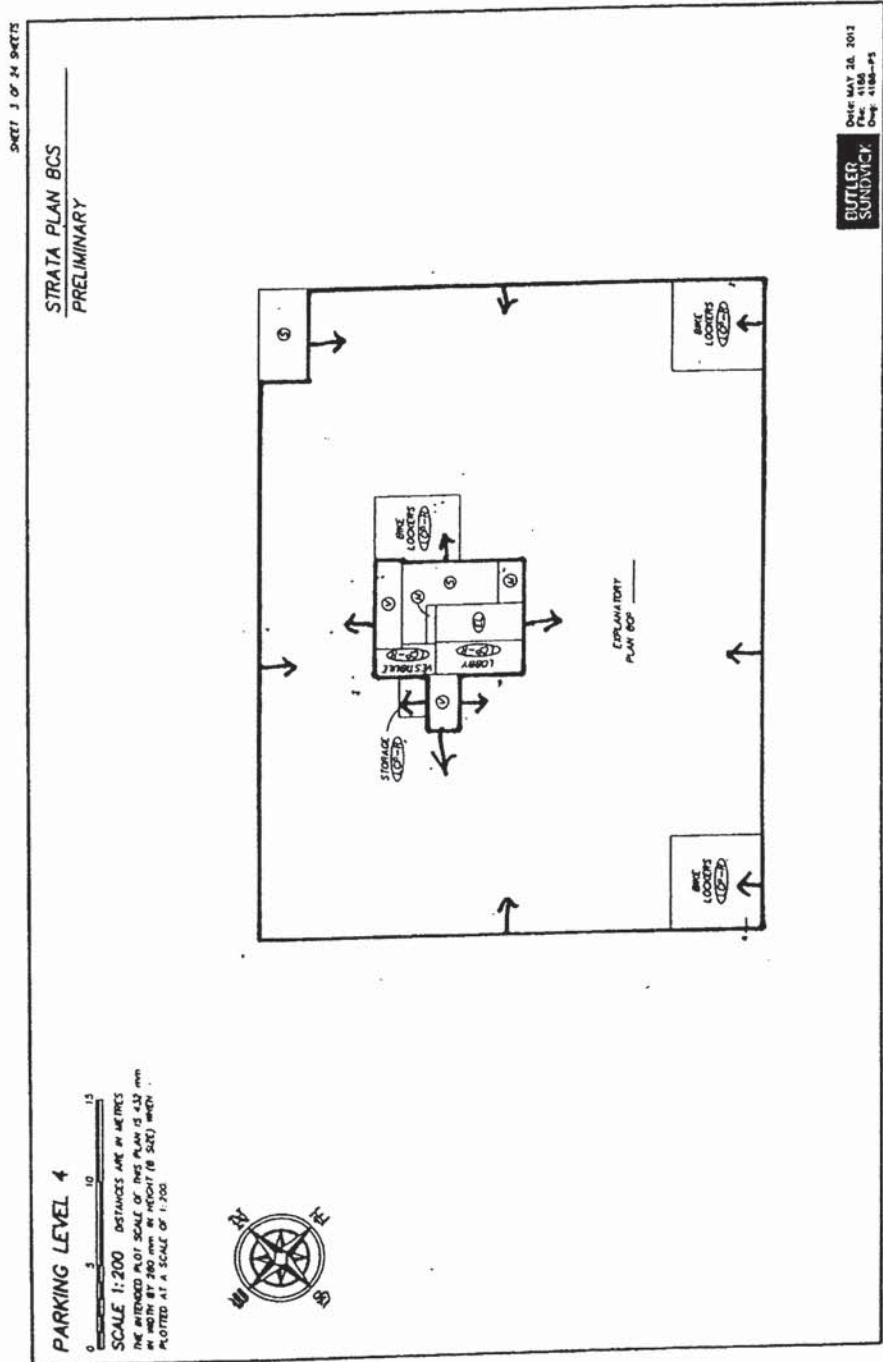
### SCHEDULE A PARKING/STORAGE AREA PLAN



208997/4  
MT DOC 1150115042

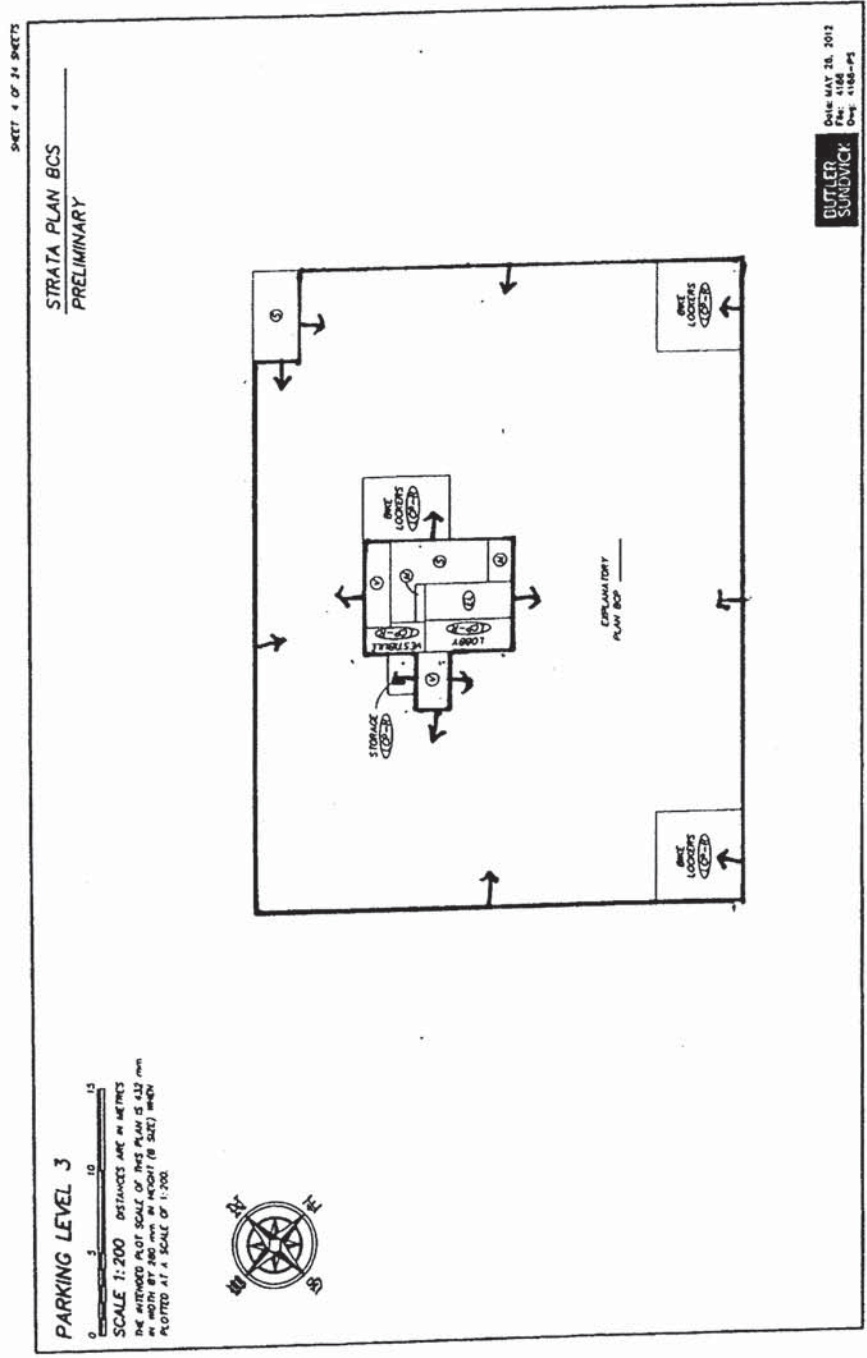
A-1





208997/428456  
MT DOCS 11501796v2

A-2



208997/428456  
MT DOCS 11501796v2

A-3

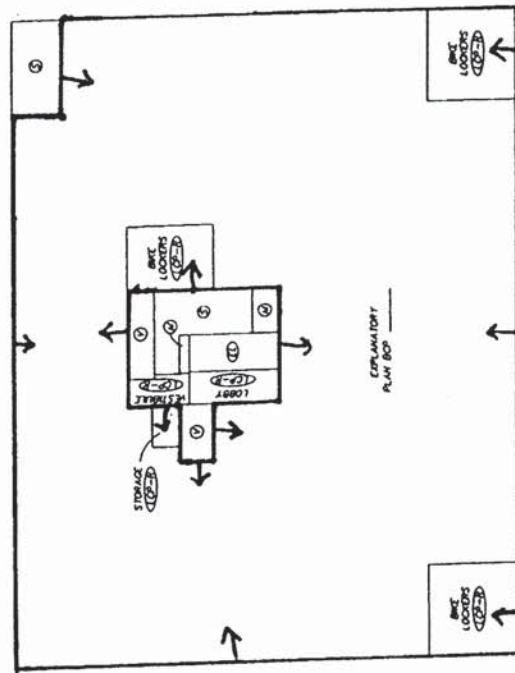
SHEET 3 OF 24 SHEETS

STRATA PLAN BCS  
PRELIMINARY

PARKING LEVEL 2



SCALE 1:200 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 1:200  
IN WIDTH BY 200 mm IN HEIGHT (8 SHEET) WHICH  
PLOTTED AT A SCALE OF 1:200



Butler  
Sundrick  
Date: MAY 28, 2012  
Plan: 4116  
Comp: 4116-1-13

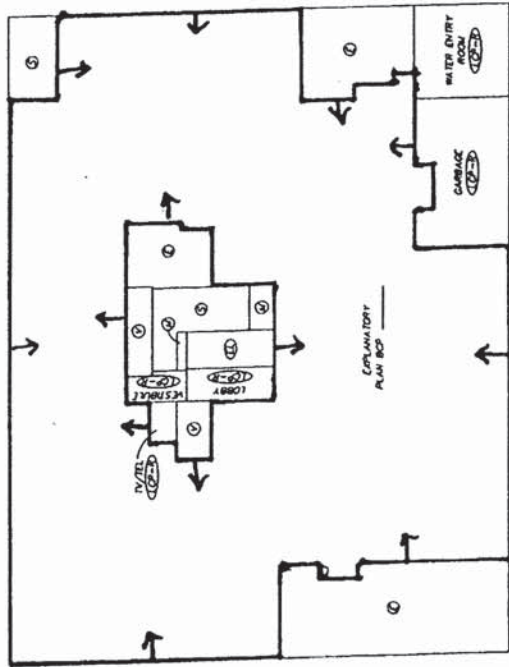
208997/428456  
MT DOCS 11501796v2

SHEET 6 OF 24 SHEETS

STRATA PLAN BCS  
PRELIMINARY

PARKING LEVEL 1

SCALE 1:200 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 1:32 (1"=32')  
PLOTTED AT A SCALE OF 1:200



OUTLER  
SUNDWICK  
Date MAY 28, 2012  
Pac. 1188  
Dwg. 1188-P5

208997/428456  
MT DOCS 11501796v2

A-5

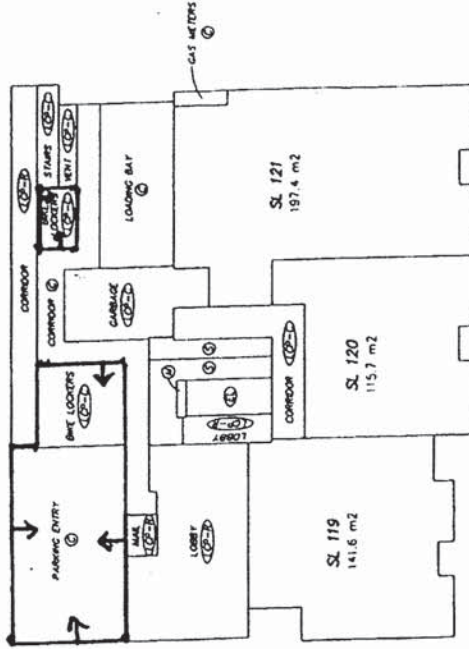
SHEET 7 OF 24 SHEETS

STRATA PLAN BCS  
PRELIMINARY

LEVEL 1



SCALE 1:200 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 432 mm  
BY 280 mm BY HOOD (B SIZE) WHEN  
PLOTTED AT A SCALE OF 1:200.



DATE: MAY 18, 2012  
PREP: M.A. SANDWICK  
DRAWN: D.P. SANDWICK

208997/428456  
MT DOCS 11501796v2

A-6

**SCHEDULE B**  
**MODERN**  
**PARKING STALL/STORAGE AREA ASSIGNMENT**

BETWEEN:

●  
 (the "Assignor")

AND:

●  
 (the "Assignee")

RE: Parking Stall No. ● (the "Stall") and Storage Area No. ● (the "Storage Area") as shown on the plan attached to the lease (the "Lease") dated June ●, 2012 between Amacon Burrard Development Partnership, as landlord, and Amacon Parking Services Ltd. (the "Tenant"), as tenant, which has been partially assigned with respect to the Stall and the Storage Area to the Assignor.

WHEREAS the Assignor is the lessee of the Stall and Storage Area and the Assignee is the registered owner or purchaser of strata lot ● (the "Strata Lot") (suite no. ●) in "Modern".

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment.

Effective as of the date of the purchase of the Strata Lot by the Assignee, the Assignor hereby assigns to the Assignee its partial interest in the Lease pertaining to the exclusive right to lease the Stall and/or Storage Area, and including the right of access set out in section 1.4 of the Lease, for the balance of the Term (as defined in the Lease). Subject to section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan BCS● (the "Strata Corporation") with a copy to the Tenant.

2. Assignment Contingent Upon Strata Lot Ownership.

Unless the Assignee is the Strata Corporation or the Tenant, the Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall for as long as the Assignee owns the Strata Lot.

3. Compliance.

The Assignee agrees to use and deal with the Stall and/or Storage Area in accordance with the Lease and with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.

4. Sale or Disposition.

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall in accordance with the Lease.

5. Acknowledgement.

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. Enurement.

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the ● day of ●.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

**PARKING/STORAGE AREA LEASE AMENDMENT AGREEMENT**

THIS AGREEMENT dated for reference October 20, 2014.

BETWEEN:

**AMACON BURRARD DEVELOPMENT PARTNERSHIP**, having an office at Suite 500 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5

(the "Owner")

AND:

**AMACON PARKING SERVICES LTD.**, having an office at Suite 500 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5

(the "Tenant")

WHEREAS:

- A. By a parking/storage area lease (the "Lease") dated as of June 10, 2012 between the Owner and the Tenant, the Owner leased to the Tenant all the parking stalls, associated drive aisles and storage areas in the underground parking facility (the "Parking Facility") to be located within the Lands (as defined in the Lease), as generally shown outlined in heavy black line on the parking/storage area plan attached as Schedule A to the Lease;
- B. The Owner has made certain revisions to the Parking Facility; and
- C. The Owner and the Tenant wish to amend the Lease on the terms and conditions set out herein

THEREFORE in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Amendment.** Effective as of October 20, 2014, the Lease is hereby amended by deleting Schedule A to the Lease and replacing it with Schedule A attached hereto, being a plan showing the areas showing the parking stalls, associated drive aisles and storage areas outlined in heavy black and indicated with arrows.
2. **Capitalized Terms.** All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Lease.
3. **Ratification.** The parties confirm and ratify the terms and conditions contained in the Lease as amended by this Agreement.
4. **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The parties hereto will, at the reasonable request and expense of the other, execute and deliver such further documents and instruments and do all such further acts and things as may be required in order to evidence, carry out and give full effect to this Agreement.
5. **Interpretation.** This Agreement will be read and construed together with the Lease and the Lease, as amended and modified hereby, will continue in full force and effect for the remainder of the term of the Lease in accordance with the terms thereof and hereof.



IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**AMACON BURRARD DEVELOPMENT PARTNERSHIP by its partners**

**AMACON PROJECT MANAGEMENT SERVICES CORP.**

By:   
\_\_\_\_\_  
President

**LUCI MARKETING LTD.**

By:   
\_\_\_\_\_  
President

**AMACON BURRARD DEVELOPMENT LIMITED PARTNERSHIP by its general partner AMACON DEVELOPMENT (BURRARD) CORP.**

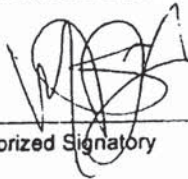
By:   
\_\_\_\_\_  
President

**AMACON DEVELOPMENT (BURRARD) CORP.**

By:   
\_\_\_\_\_  
President

*By the Tenant:*

**AMACON PARKING SERVICES LTD.**

By:   
\_\_\_\_\_  
Authorized Signatory

**SCHEDULE A**  
**PARKING/STORAGE AREA PLAN**

See attached

209751/432980  
MT DOCS 13873367v1

A-1

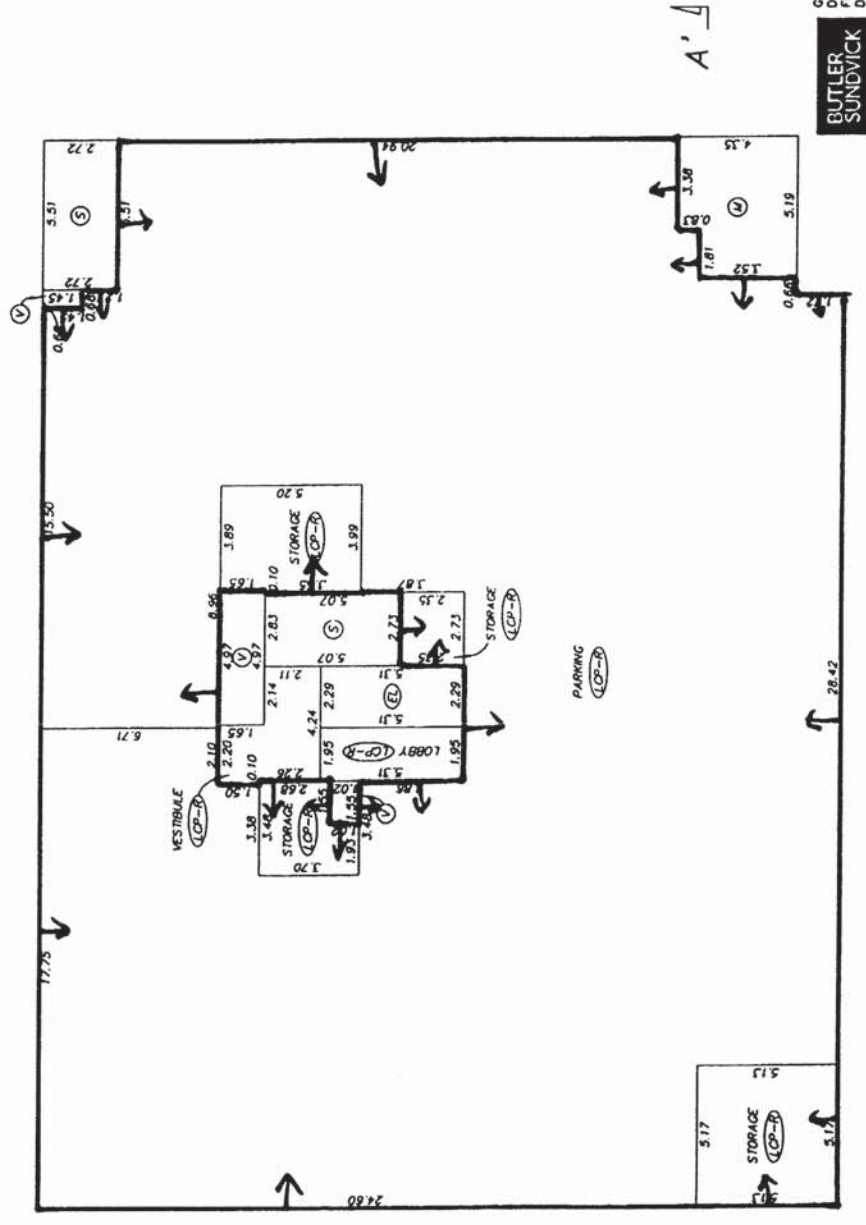
SHEET J OF 26 SHEETS

STRATA PLAN EPS2409

PARKING LEVEL P5



SCALE 1:150 DISTANCES ARE IN METRES  
 THE INTENDED PLOT SCALE OF THIS PLAN IS 432 mm  
 IN WIDTH BY 280 mm IN HEIGHT (8 SIZE) WHEN  
 PLOTTED AT A SCALE OF 1:150



GARY SUNDVICK, BCLS  
 1150 W. 12th St., #2014  
 Vancouver, BC V6Z 1Y7  
 Fax: 4188-551-1707  
 Dep: 4188-55-89V.2

**BUTLER  
SUNDVICK**

SHEET 4 OF 26 SHEETS

STRATA PLAN EPS2409

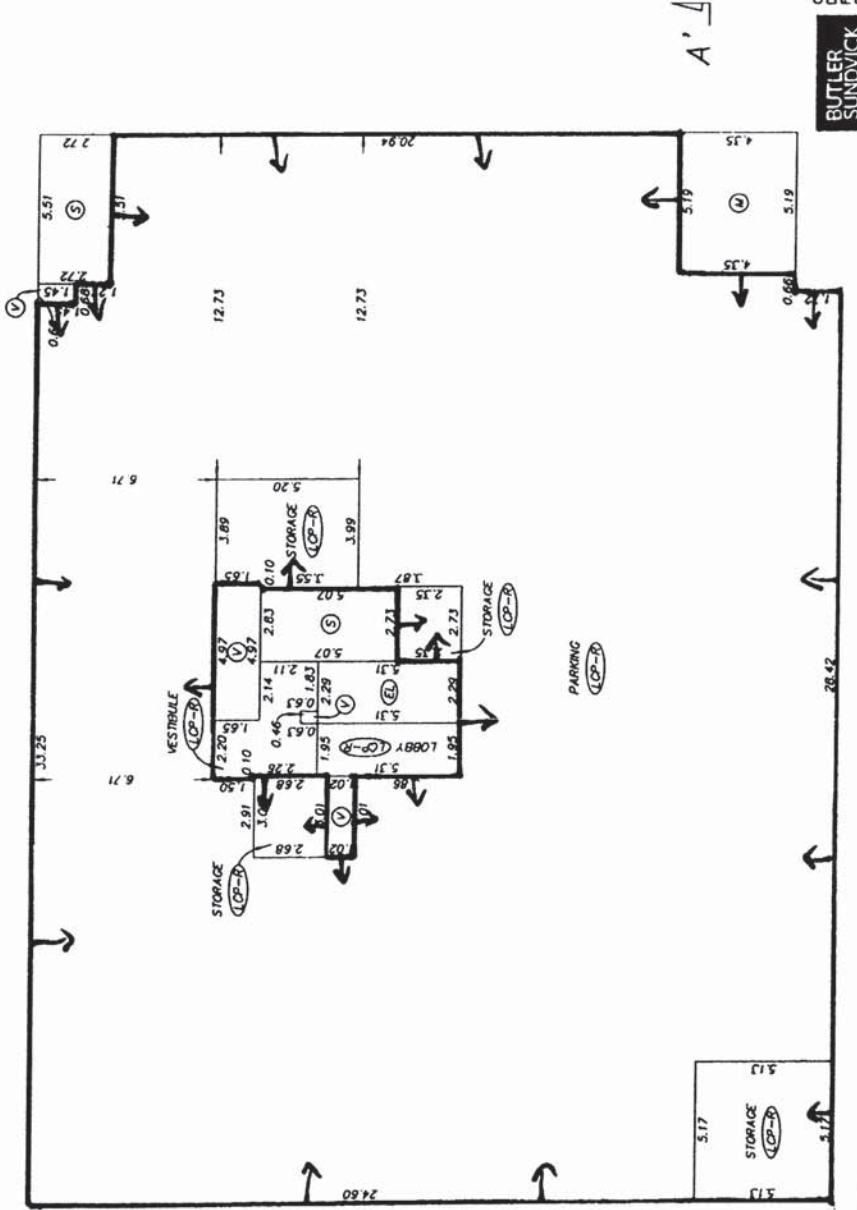
GARY SUNDVICK, BCL.S  
Date: OCTOBER 20, 2014  
File: 4188\Strata\Final  
Dwg: 4188-PS-REV2

**BUTLER  
SUNDVICK**

PARKING LEVEL P4



SCALE 1:150 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 4.12 mm  
IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN  
PLOTTED AT A SCALE OF 1:150.



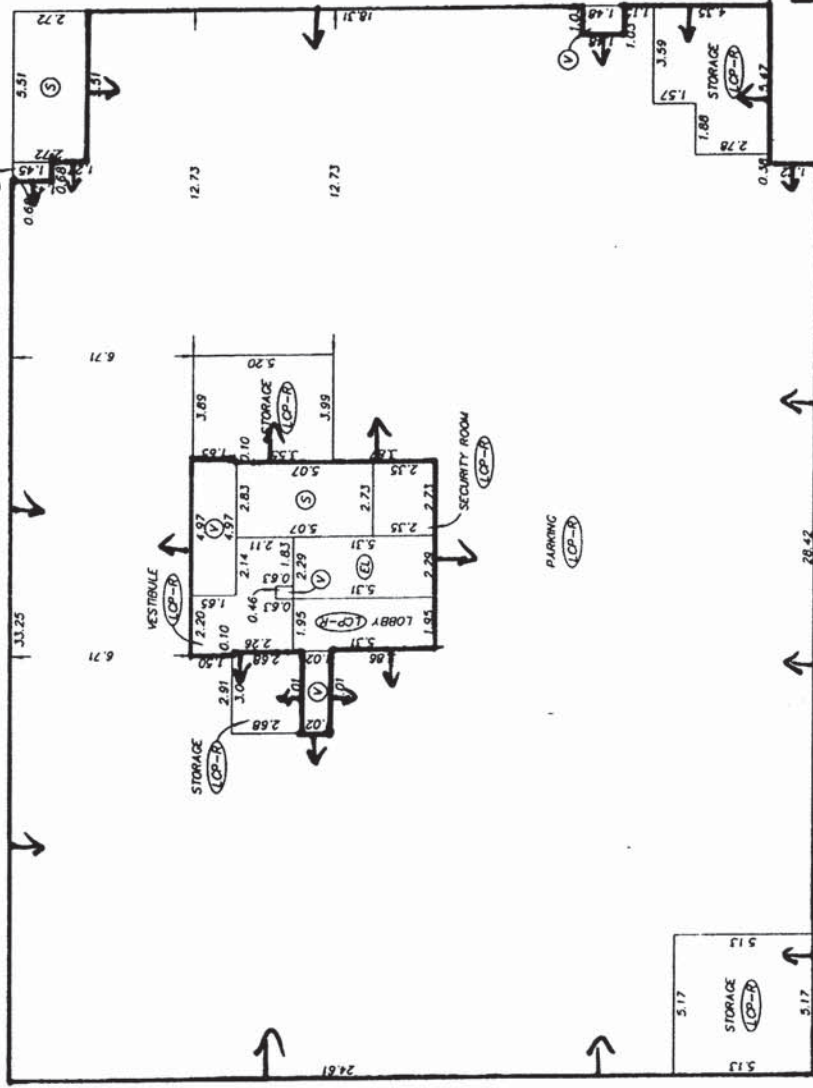
SHEET 5 OF 26 SHEETS

STRATA PLAN EPS2409

PARKING LEVEL P3



SCALE 1:150 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 4:32 mm  
IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN  
PLOTTED AT A SCALE OF 1:150.



GARY SUNDVICK, BCLS  
Date: OCTOBER 20, 2014  
File: 4168\Strata\Final  
Dwg: 4168-FS-REV.2



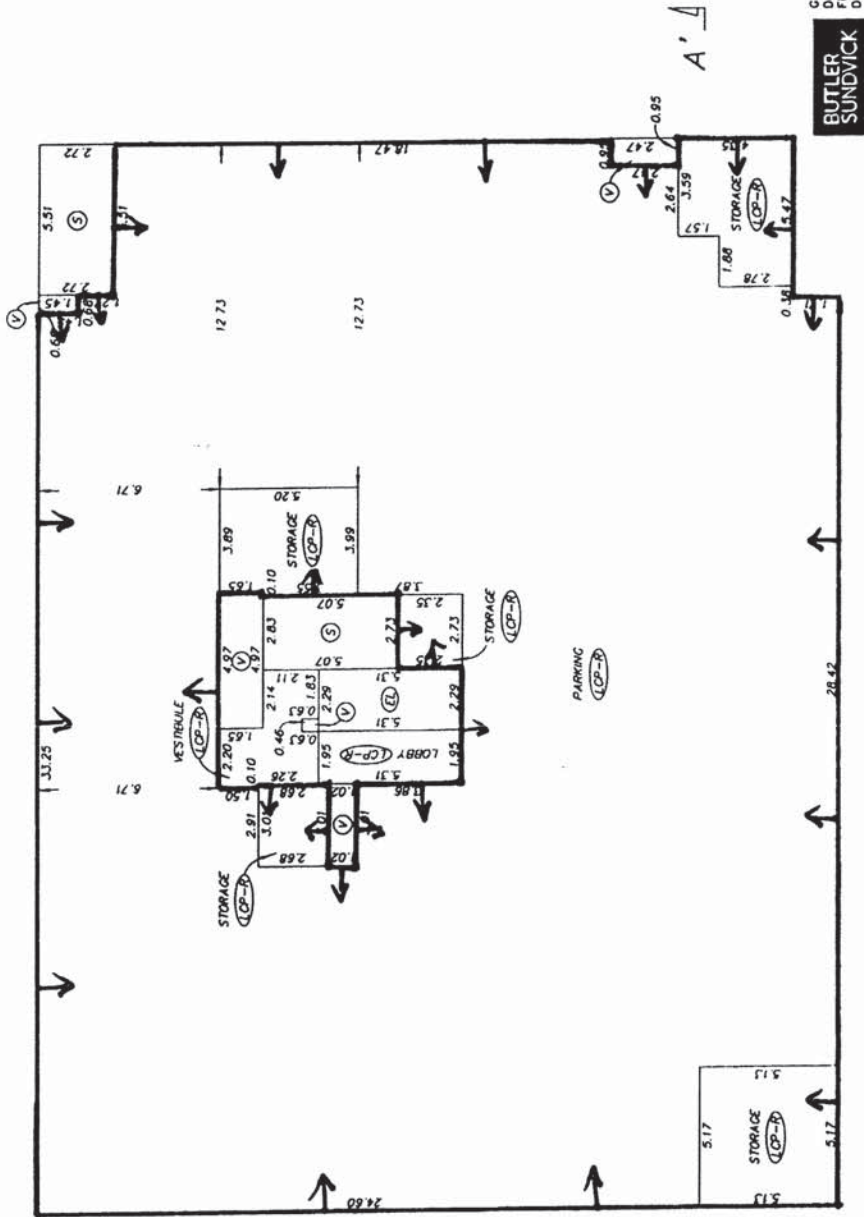
SHEET 6 OF 26 SHEETS

STRATA PLAN EPS2409

PARKING LEVEL P2



SCALE 1:150 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 4.32 mm  
IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN  
PLOTTED AT A SCALE OF 1:150.



GARY SUNDVICK, BCLS  
DATE: 11/05/2014  
FILE: 41881-CA-17-CP  
Dwg: 41881-PS-REV.2

**BUTLER  
SUNDVICK**

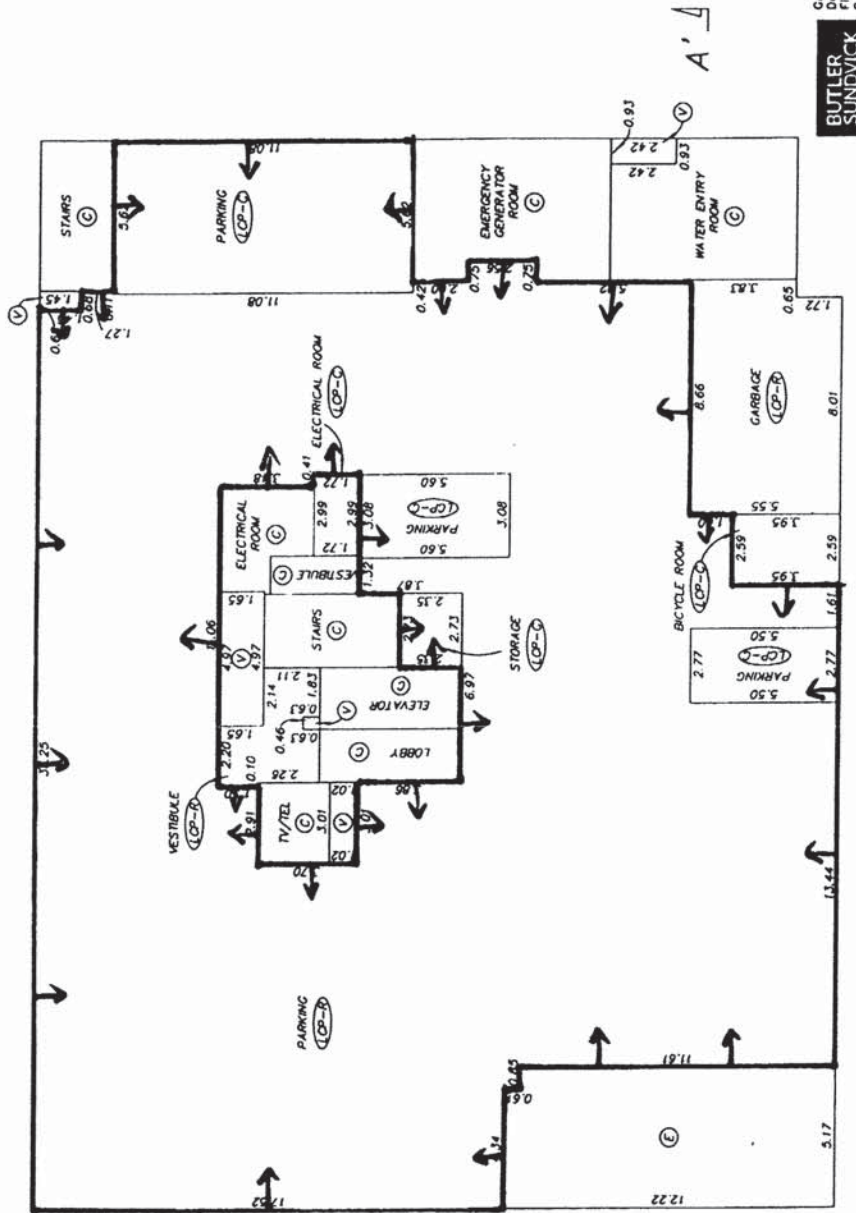
SHEET 7 OF 26 SHEETS

STRATA PLAN EPS2409

PARKING LEVEL P1



SCALE 1:150 DISTANCES ARE IN METRES  
 THE INTENDED PLOT SCALE OF THIS PLAN IS 432 mm  
 IN WIDTH BY 286 mm IN HEIGHT (B SIZE) WHEN  
 PLOTTED AT A SCALE OF 1:150.



GARY SUNDVICK, BCLS  
 Date: OCTOBER 20, 2014  
 File: 4188\Strata\Plan  
 Draw: 4188-PS-REV2

