



Strata Plan

EPS11179

*BYLAWS
& RULES*

STRATA PLAN EPS11179

Bylaws

Amendments:

Registration: February 14, 2025

CB1876335

1. Contact

Document Fees: \$32.51

Nicholas Cosulich
Terra Law Corporation
Suite 2800 - 650 West Georgia St.
Vancouver BC V6B 4N7
604-628-2800

File No. 505236 NC/CL/sm

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-Y Owners Developers' Notice of Different Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPS11179

STRATA PLAN EPS11179

Electronic Signature
Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Catherine Ling
Hsuan Lee S3F5S7

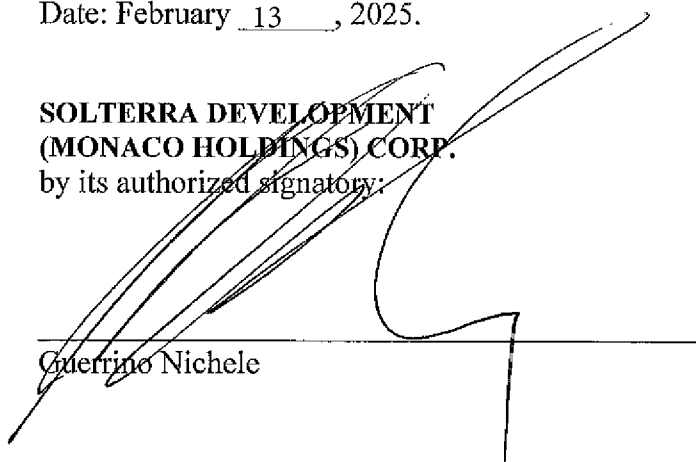
Digitally signed by Catherine Ling Hsuan Lee S3F5S7
Date: 2025-02-14 11:18:47 -08:00

FORM Y***Strata Property Act*****OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS***(Section 245 (d), Strata Property Act, section 14.6 (2), Regulations)*

Re: Strata Plan EPS11179, being a strata plan of:

*[parcel identifier]**[legal description]*

Parcel Identifier: 030-627-834

Lot A Section 11 Township 1
New Westminster District Plan EPP84561,
Except Air Space Plan EPP136853As permitted by Section 120 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**Act**"), the Schedule of Standard Bylaws to the Act is deleted and replaced with Schedule A attached hereto.Date: February 13, 2025.**SOLTERRA DEVELOPMENT
(MONACO HOLDINGS) CORP.**
by its authorized signatory:
Guerrino Nichele

SCHEDULE A TO FORM Y

BYLAWS OF THE OWNERS, STRATA PLAN EPS11179

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the “**Act**”). For the purposes of these bylaws:

- (a) “**residents**” means collectively: (i) owners, tenants and occupants residing in the strata lots; and “**a resident**” means an owner, a tenant and an occupant of a strata lot; and
- (b) “**visitors**” means collectively visitors of owners, tenants and occupants of the strata lots and “**a visitor**” means a visitor of an owner, a tenant and an occupant of a strata lot.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Compliance with agreements

- 2.1 An owner or occupant must comply with the terms and conditions contained within any agreement which binds the strata corporation and/or the strata lot, including any agreement registered in the applicable land title office against the title to the strata lot and/or the common property.

3. Payment of strata fees and special levies

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

- 3.2 Where an owner fails to pay strata fees in accordance with bylaw 3.1, outstanding strata fees may be subject to an interest charge of up to 10% per annum, compounded annually, which interest will be charged at the discretion of the strata council. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw 3.1.
- 3.3 An owner must provide the strata corporation or its agent with written authorization for monthly automatic debit from the owner's bank account for strata fees for the fiscal year of the strata corporation and for the payment of or reimbursement of any adjusted costs set out in bylaw 52.
- 3.4 Failure by an owner to provide written authorization for automatic debit in accordance with bylaw 3.3 is a contravention of bylaw 3.3 and the strata corporation will levy a fine of \$25.00 for each contravention. Each dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.
- 3.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 3.6 Failure to pay a special levy on the due date will result in a fine of \$200.00 for each contravention of bylaw 3.5.
- 3.7 Where an owner fails to pay a special levy in accordance with bylaw 3.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

4. Repair and maintenance of property by owner

- 4.1 An owner must repair and maintain the owner's strata lot, including but not limited to filters for dryer units and fan coil units, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 4.2 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.

5. Use of property

- 5.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance, disturbance or hazard to another person;
 - (b) causes unreasonable or repetitive noise, including unreasonable noise caused by or related to the existence of hard surface flooring in the strata lot;
 - (c) causes unreasonable impact on party walls in the strata lot;

- (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
- (e) is illegal; or
- (f) is contrary to a purpose or use for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

5.2 A resident or visitor must not:

- (a) erect or permit any antennae, satellite dishes, or other reception devices upon or adjoining the strata lot without first obtaining the express written consent of the strata council;
- (b) store or operate a barbeque, grill, or other cooking device on the patio, balcony, deck or terrace of a strata lot or other limited common property other than a gas or propane barbeque located no closer than 30 cm. from the exterior wall of the building or as specified by the barbecue's operations manual. Residents will be responsible for any heat damage to the building envelope;
- (c) dispose of cigarettes, cigarette butts or other garbage or refuse from the patio, balcony, deck, terrace, windows, or any other opening from a strata lot to the outdoors;
- (d) allow odours from smoking or vaping cigarettes, cigars or marijuana to be detectable from the common property, through fresh intake ducts, or through open windows, doors or patios, balconies, decks or terraces of other strata lots;
- (e) smoke or vape cigarettes, cigars or marijuana in common areas or on patios, balconies, decks or terraces if it affects residents of other strata lots; or
- (f) conduct a business from a strata lot, except if used as a home-based business as may be permitted by the bylaws of the City of White Rock.

5.3 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under Section 149 of the Act.

5.4 Subject to bylaw 5.2(f), a resident must not use, or permit to be used, the strata lot except as a private dwelling home.

5.5 An owner is responsible for: (a) any damage, and any nuisance to another person, caused by occupants or tenants of, or visitors to, such owner's strata lot; and (b) any violation of these bylaws of the strata corporation by any occupants or tenants of, or visitors to, such owner's strata lot.

- 5.6 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation and/or a separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance or section insurance. Without limiting the generality of the word “responsible”, an owner is responsible for the owner’s own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.

For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation or a separate section will be considered an expense not covered by the proceeds of strata insurance or any applicable section insurance received by the strata corporation or the separate section and will be charged to the owner.

- 5.7 A resident must not use a strata lot for the purpose of renting the strata lot for a period of less than ninety (90) consecutive days, and such restriction shall apply to all rentals, including those made under websites advertising rentals, including without limitation rentals made under “Craigslist”, “VRBO” and “Airbnb”.
- 5.8 An owner, tenant, occupant or visitor must not use or permit any part of a strata lot, limited common property, common property, or land that is a common asset as a site for cultivating, growing, manufacturing, packaging, processing, storing, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis-derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise).

6. Pets and animals

- 6.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 6.2 A resident 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, unless they are in a fenced front/backyard space attached to the occupant’s unit.
- 6.3 A resident must not keep a pet on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) up to two (2) small caged mammals;
 - (c) up to two (2) caged birds; or
 - (d) any one of:
 - (i) two (2) dogs;

- (ii) two (2) cats; or
 - (iii) one (1) dog and one (1) cat.
- 6.4 Notwithstanding bylaws 6.3(d)(i) and (iii), a resident must not keep a “vicious dog”, on a strata lot without first obtaining the prior written consent of the strata council. For purposes of this bylaw, a vicious dog means the following:
 - (a) any dog that has killed or injured any person or another animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog owned primarily or in part for the purpose of dog fighting or that is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance and physical characteristics predominately conforming to the standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- 6.5 A resident must not harbour exotic pets, including, not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 6.6 A resident or visitor must not permit a loose or unleashed pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner.
- 6.7 The owners of pets shall be fully responsible for the behaviour of the pets within the strata lots and common property, and if any pet is deemed to be a nuisance by the strata council, it shall be removed from the development within 30 days. The owner of the strata lot will be responsible for clean-up, damage or repair required or caused by the presence of their pets or the pets of their guests in the development.
- 6.8 If a resident contravenes bylaw 6.7, the owner of the strata lot will be subject to a fine of \$200.00. For clarity, bylaw 29.1 will apply to a contravention of bylaw 6.7.
- 6.9 Notwithstanding bylaw 6.8, a resident whose pet contravenes bylaw 6.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

- 6.10 A strata lot owner must ensure that a permitted pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the owner of the permitted pet. Pet owners must not allow their pets to be heard from common area property or through windows or openings in other strata lots, subject to any rules established by strata council from time to time governing the use of common property pet areas.
- 6.11 A strata lot owner must keep a permitted pet only in a strata lot, and must not leave a permitted pet unattended for prolonged periods of time during the day or night on any patios, balconies, decks, terraces, including any common property pet area(s), or limited common property used by the owner of a strata lot.
- 6.12 A strata lot owner must assume all liability for all actions by a permitted pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 6.13 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on patios, balconies, decks, terraces, strata lots or common property.
- 6.14 A resident who contravenes any of bylaws 6.1 to 6.7 (inclusive) and/or any of bylaws 6.10 to 6.13 (inclusive) will be subject to a \$200.00 fine. For clarity, bylaw 29.1 will apply to a contravention of bylaws 6.1 to 6.7 (inclusive) and to a contravention of any of bylaws 6.10 to 6.13 (inclusive).

7. Inform strata corporation

- 7.1 An owner must notify the strata corporation within two weeks of becoming an owner, the owner's name and the name(s) of any occupants, the strata lot number and the mailing address of the owner outside the strata plan, if any.
- 7.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name, contact information, and the strata lot which the tenant occupies.

8. Obtain approval before altering a strata lot

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing 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) patios, balconies, decks, terraces, chimneys, stairs, balconies, or other things attached to the exterior of a building;

- (d) doors, windows on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony, deck, terrace or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (h) wiring, plumbing, piping, heating, air conditioning, and other services.
- 8.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, 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 and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 8.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

9. Obtain approval before altering common property

- 9.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- 9.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) obtain the consent of the owners by written approval of the strata council under bylaw 9.1.
- 9.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;

- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they have been owners, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and will become due and payable on the due date of payment of monthly strata fees.
- 9.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 9.5 An owner who alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

10. Renovations/alterations

- 10.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and

bonded, and maintain adequate insurance and WCB coverage. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.

- 10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 10.3 An owner must ensure that the delivery of any construction materials does not cause damage to the common property or common assets of the strata corporation.
- 10.4 A resident must be responsible to ensure:
 - (a) that tradespersons remove all construction debris, materials or packaging, paint spillage, from common property, limited common property, or land that is a common asset; and
 - (b) that all tradespersons employed in the renovation/alteration do not cause any damage to the common property or the common assets of the strata corporation.
- 10.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 10.6 An owner must be in attendance for all significant renovations/alterations unless otherwise first approved in writing by the strata council, the determination of significant will be at the sole discretion of the council.
- 10.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 10.8 An owner in contravention of any of bylaws 10.1 to 10.7 (inclusive) will be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.
- 10.9 Bylaws 10.1 to 10.8, inclusive, do not apply to renovations/alterations being carried out in any strata lots of which the owner developer or the strata corporation is the owner or lessee.

11. Permit entry to strata lot

- 11.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property from time to time:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

- (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace, clean or maintain limited common property, common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 11.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner will be responsible for all costs of forced entry incurred by the strata corporation.
- 11.3 The notice referred to in bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry.

Powers and Duties of Strata Corporation

12. Repair and maintenance of property by strata corporation

- 12.1 The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. patios, balconies, terraces, chimneys, stairs, balconies, decks and other things attached to the exterior of a building;
 - D. doors and windows on the exterior of a building or that front on common property; and
 - E. railings and similar structures that enclose patios, balconies, decks and terraces;

- (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, balconies, decks, terraces, chimneys, stairs, balconies, and other things attached to the exterior of a building;
 - (iv) doors and windows on the exterior of a building or that front on common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies, decks, terraces and yards.

Council

13. Council size

- 13.1 Subject to bylaw 13.2 below, and provisions in the Act, the council must have at least 3 and not more than 7 members.
- 13.2 If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

14. Council eligibility

- 14.1 The spouse of an owner may stand for council.
- 14.2 If the owner is a limited corporation or partnership or other form of business entity, then such entity may appoint an individual who may stand for council.
- 14.3 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 section 116(1) of the Act.
- 14.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs of remedying a contravention of the bylaws or rules.
- 14.5 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

15. Council members' terms

- 15.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 15.2 A person whose term as council member is ending is eligible for re-election.

16. Removing council member

- 16.1 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. The strata corporation must pass a separate resolution for each council member to be removed.
- 16.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 16.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 16.5 A replacement council member appointed pursuant to bylaws 16.2 and 16.4 may be appointed from any person eligible to sit on the council.

17. Replacing council member

- 17.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 17.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 17.3 The council may appoint a council member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.
- 17.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the Strata

Property Regulations, B.C. Reg. 43/2000 (the “**Regulations**”) and the bylaws respecting the calling and holding of meetings.

18. Officers

- 18.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 18.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 18.3 The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act,
 - (b) if the president is removed, or
 - (c) for the remainder of the president’s term if the president ceases to hold office.
- 18.4 The strata council may vote to remove an officer.
- 18.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

19. Calling council meetings

- 19.1 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.
- 19.2 The notice in bylaw 19.1 does not have to be in writing.
- 19.3 A council meeting may be held on less than one week’s notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

20. Requisition of council hearing

- 20.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- 20.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 20.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- 20.3 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 date of the hearing.

21. Quorum of council

- 21.1 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.
- 21.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

22. Council meetings

- 22.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 22.2 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.
- 22.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 22.4 Owners and spouses of owners may attend council meetings as observers.
- 22.5 Despite bylaw 22.4, no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act; or
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

23. Voting at council meetings

- 23.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 23.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 23.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

24. Council to inform owners of minutes

- 24.1 The council must post or circulate, including via facsimile or another form of electronic communication capable of producing a written copy, to owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of council's powers and duties

- 25.1 Subject to bylaws 25.2, 25.3 and 25.4, 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.
- 25.2 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 25.3.
- 25.3 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.
- 25.4 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;
 - (c) whether a person should be denied access to a recreational facility; or

- (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

26. Spending restrictions

- 26.1 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.

27. Limitation on liability of council member

- 27.1 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.
- 27.2 Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 27.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

28. Fines

- 28.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
 - (a) \$200.00 for each contravention of a bylaw; and
 - (b) \$50.00 for each contravention of a rule.
- 28.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied will be immediately added to the strata fees for the strata lot and will be due and payable together with the strata fees for the strata lot in the next month following such contravention.

29. Continuing contravention

- 29.1 Except where specifically stated to be otherwise in these bylaws, 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.

Annual and Special General Meetings

30. Quorum of meeting

- 30.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within a further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 30.1 is an alternative to Section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to Section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to Section 43 terminates, and does not adjourn, that meeting.

31. Person to chair meeting

- 31.1 Annual and special general meetings must be chaired by the president of the council.
- 31.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 31.3 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.

32. Participation by other than eligible voters

- 32.1 Tenants may not attend annual and special general meetings, unless they are eligible to vote.
- 32.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.
- 32.3 Occupants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

33. Voting

- 33.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 33.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

- 33.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 33.4 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 33.5 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 33.6 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 33.7 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 33.8 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- 33.9 Despite anything in bylaws 33.1 to 33.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

34. Electronic attendance at meetings

- 34.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 34.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

35. Order of business

- 35.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;

- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

Voluntary Dispute Resolution

36. Voluntary dispute resolution

36.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:

- (a) all the parties to the dispute consent; and
- (b) the dispute involves the Act, the Regulations, the bylaws or the rules.

36.2 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.

36.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

37. Authorization to proceed

- 37.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing and Construction Activities by Owner Developer

38. Marketing, Sales, Leasing and Construction Activities by Owner Developer

- 38.1 Notwithstanding bylaw 39.1, during the time that the owner developer of the strata corporation is the owner or lessee of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display strata lot or sales centre and to carry on marketing, sales or leasing functions within such strata lots in order to enable it to sell or lease the strata lots and strata lots in any other real estate development developed by the owner developer and/or any entity affiliated or connected with one or more of the companies comprising the owner developer.
- 38.2 Following the deposit of the strata plan for the strata corporation in the Land Title Office, the owner developer (and/or any entity affiliated or connected with one or more of the companies comprising the owner developer) and its or their marketing agents may continue to carry out for such period as the owner developer determines to be necessary or desirable in connection with the marketing of strata lots within the strata corporation and strata lots in any other real estate development developed by the owner developer and/or any entity affiliated or connected with one or more of the companies comprising the owner developer, marketing, sales and leasing activities within the common property and common facilities of the strata corporation and any strata lots owned or leased by the owner developer, including hosting promotional events, maintaining display suites, other display areas, a sales office, landscaping, parking areas and signage and permitting public access to the same. The owner developer also reserves the right to place signage in and around any unsold strata lots and the common property and to conduct tours of the common property and common facilities and any unsold strata lots from time to time with prospective purchasers and their representatives for the duration of the marketing program. In addition, the owner developer, one or more of the entities comprising the owner developer, and/or any entity affiliated or connected with one or more of the companies comprising the owner developer, will have the right, for itself or themselves and for its or their sales staff, agents and prospective purchasers, to use any available parking stalls within the common property. The owner developer will act reasonably in exercising such

rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the common property by the strata lot owners.

- 38.3 Notwithstanding any other bylaw herein, following the deposit of the strata plan for the strata corporation in the Land Title Office, the owner developer (and/or any entity affiliated or connected with one or more of the companies comprising the owner developer) and its contractors and trades shall have the right to carry out construction activities in the common property and/or strata lots, for such period as the owner developer determines to be necessary or desirable, which may result in noise, dirt, dust, vibrations and activities normally associated with construction projects and require use of common property such as the parking facility, storage rooms, landscaped areas, elevators and hallways.

Marketing Activities by Owners and Occupants

39. Sale of a strata lot

- 39.1 With the exception of provisions in bylaw 38, real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

Insurance

40. Insuring against major perils

- 40.1 The strata corporation must insure against major perils, as set out in Regulation 9.1(2), including, without limitation, earthquakes, if such coverage is available and economically feasible.

Storage Areas and Bicycle Storage

41. Storage

- 41.1 A resident must not store any hazardous, flammable, or dangerous materials/substances in a strata lot, storage locker, storage room, underground parking facility, garage, or on limited common property used by a resident.
- 41.2 A resident may store bicycles and tricycles only:
- (a) in a bicycle storage locker assigned to the strata lot which is owned, rented, leased or occupied by such resident; or
 - (b) on a bicycle storage rack located outside on the common property of the development, which will be available on a first come first serve basis.

Parking

42. Parking

- 42.1 Notwithstanding any other bylaws contained herein, the strata corporation and the owners acknowledge that a portion of the common property of the development, being a portion of the underground parking facility (including the parking stalls (except those allocated for use by visitors of the owners and occupants of the strata lots and those parking stalls for disabled visitors of the owners and occupants of the strata lots (the “**Excluded Stalls**”)), the bicycle storage lockers and storage rooms located therein) (collectively, the “**Leased Premises**”) is subject to a lease (the “**Parking and Storage Lease**”) granted by the owner developer, as landlord, to Solterra Parking Ltd., as tenant, as amended and assigned from time to time, a copy of which lease is attached as Schedule A to these bylaws, and has been provided to the strata corporation and, accordingly, such portion of the common property (including all of the parking stalls (except the Excluded Stalls) and all the bicycle storage lockers) may only be used in accordance with the terms of the Parking and Storage Lease. In addition, as described more particularly in the Parking and Storage Lease, following the sale of a strata lot by the owner of the strata lot, such owner will no longer have any right to use, sell, rent or assign any of the parking stalls or bicycle storage lockers assigned to such owner’s strata lot. Attached to the Parking and Storage Lease is a plan which outlines the general location of the Leased Premises, provided that the Parking and Storage Lease may be amended from time to time by the parties thereto to include an updated plan which shows the specific location of the Leased Premises (including, without limitation, all parking stalls (other than the Excluded Stalls), bicycle storage lockers and storage rooms).
- 42.2 Pursuant to the Parking and Storage Lease, upon the registration of the strata plan for the strata development, the strata corporation will assume all of the covenants and obligations of the owner developer, as landlord, under the Parking and Storage Lease with respect to the Leased Premises.
- 42.3 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers, to enter or be parked or stored on common property, limited common property or land that is a common asset.
- 42.4 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 42.5 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 42.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, garages, roadways or no parking zones.
- 42.7 Any resident’s vehicle parked in violation of bylaw 42.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

- 42.8 A resident or visitor operating a vehicle within the complex must activate the vehicle's headlights and not exceed 10 km/hour.
- 42.9 A resident must wash a vehicle only in the designated car wash bay in the parking facility. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
- 42.10 A resident must not park or store any vehicle on common property, limited common property, or land that is a common asset that drips fluids including oil, antifreeze or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.
- 42.11 Parking stalls shall only be used for vehicles owned or leased by persons who are residents of the development or visitors of such residents.
- 42.12 A resident shall use only the parking spaces which are included as part of his or her strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners.
- 42.13 Assigned parking spaces shall not be leased or rented to non-residents.
- 42.14 Visitor parking stalls must only be used by visitors of residents and not by residents.
- 42.15 Any parking stall(s) allocated for use by disabled visitors may only be used by disabled visitors of residents who hold a valid disabled person's parking permit issued by the applicable government authority for use of parking stalls designed for use by persons with physical disability and any such disabled visitor parking stall(s) may not be used by residents (whether or not disabled).
- 42.16 For clarity, certain parking stalls located in the underground parking facility within the development will be designated for use by residents who are disabled persons (the "**Disabled Stalls**"), and use of such Disabled Stalls will be subject to the Parking and Storage Lease.

Moving

43. Moving in/out procedures

- 43.1 An owner must conform and ensure that any tenants and residents conform to the Move In and Move Out rules established by council from time to time.
- 43.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Saturday, and between 10:00 a.m. and 6:00 p.m. on Sundays and statutory holidays.

- 43.3 A resident shall ensure that any commercial moving vehicles used for the move shall be limited to a size that can travel and manoeuvre safely throughout the complex without causing damage to the strata lots, common property, limited common property, or common assets of the strata corporation.
- 43.4 A resident must ensure that all common areas, limited common areas, and common assets are left damage free and clean of all refuse and garbage immediately upon completion of the move.
- 43.5 A resident must pay a refundable damage deposit of \$200.00, whether moving in or out, 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 43.6 A resident contravening any of bylaws 43.1 to 43.5 (inclusive) will be subject to a fine of \$200.00.

Appearance of strata lots

44. Cleanliness

- 44.1 A resident must not allow a strata lot or the adjacent areas, including limited common property such as patios, balconies decks or terraces, to become unsanitary or untidy or allow material unrepaired damage to occur to a strata lot. Rubbish, garbage, dirt, soil, rocks and other similar refuse must not be thrown, piled or stored in the strata lot, on limited common property, or on common property. Any expenses incurred by the strata corporation to remove any such refuse will be charged to the strata lot owner.
- 44.2 A resident must ensure that ordinary household rubbish, garbage, and other similar refuse is securely wrapped and placed in appropriate containers provided for that purpose, that recyclable material is disposed of in a designated manner, and that material other than recyclable or ordinary household refuse and garbage is disposed of appropriately.
- 44.3 A resident must store all garbage, waste and recycling containers (each, a “**Disposal Bin**”) which are to be emptied by municipal or private contractors in the parking facility.
- 44.4 Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the strata lot.
- 44.5 A resident must remove snow, ice or debris in the area adjacent to the resident’s strata lot.
- 44.6 A resident must water plants on landscaped areas of limited common property of the resident’s strata lot.

Rentals

45. Residential Rentals

- 45.1 Strata lots must be rented for a minimum of ninety (90) consecutive days, and such restriction shall apply to all rentals, including those made under websites advertising rentals, including without limitation rentals made under “Craigslist”, “VRBO” and “Airbnb”.
- 45.2 If a resident contravenes bylaw 45.1, the owner of the strata lot will be subject to a fine of \$500.00 for each instance of illegal rental. For clarity, bylaw 29.1 will apply to contravention of bylaw 45.1.
- 45.3 Owners are responsible for the actions of their tenants. Violations of any bylaws and rules of the strata corporation by the occupants of a rented strata lot will result in a warning letter to the owner and a copy to the tenant. A second violation will result in a fine to the tenant and/or owner. Owners have ultimate financial responsibility for fines levied against their strata lots during the term of a tenancy. Owners should ensure that their rental agreements contain a clause allowing them to charge their tenants for recovery of any fines imposed by the strata council due to activity or lack of activity on the part of the tenant, their families, visitors or invitees. Owner should also ensure that they maintain appropriate insurance for their intended use of the strata lot.
- 45.4 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant’s Responsibilities in Form K.
- 45.5 Within two weeks of renting a strata lot, the strata lot owner as landlord must give the strata corporation a copy of the Form K - Notice of Tenant’s Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 45.6 An owner or resident who contravenes bylaw 45.3 will be subject to a fine of \$200.00.

Miscellaneous

46. Miscellaneous

- 46.1 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, passageways, stairways and other parts of the common property or limited common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 46.2 A resident must not permit any person to play or loiter in and around the complex, on common property or on land that is a common asset, unless such common property or common asset is a playground.

- 46.3 Subject to bylaws 38.1, 38.2 and 39.1 a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind, including without limitation exterior painting and the addition of wood, ironwork, concrete or other materials, on the common property or in a strata lot, unless authorized by the council.
- 46.4 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any patio, balcony, terrace, deck, window, stairway or other part of a strata lot.
- 46.5 A resident or visitor may not clean any patio, balcony, deck or terrace by pouring or otherwise releasing water onto the patio, balcony, deck or terrace. Patios, balconies, decks and terraces may only be cleaned by wet mops.
- 46.6 A resident must ensure that drapes or blinds visible from the outside of the building are white in colour.
- 46.7 A resident must ensure that no air conditioning, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, patios, balconies, terraces or other parts of the strata lot so that they are visible from the outside of the building.
- 46.8 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. The placing of items on the limited common property, such as patios, balconies, decks or terraces, will be limited to free standing, self-contained planter boxes or containers, furniture and accessories provided that such items do not overload the patio, balcony, deck or terrace structure.
- 46.9 A resident who installs Christmas or other December holiday lights must install them after December 1st of each year and must remove them before January 15th of the following year.
- 46.10 All grass, trees, paving and landscaping on common property will be maintained by the strata corporation.

47. Common Areas

- 47.1 The strata council shall administer all common property and any rules and regulations formulated by the strata council from time to time shall be binding upon all owners, residents and visitors.
- 47.2 The strata council may, by rules and/or regulations, impose any conditions on the use of common property amenities, including but not limited to requirements for user fees, damage deposits, reservations, occupant limits, noise, odour, safety and cleanup.

48. **Damage to Property**

- 48.1 An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns, and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

49. **Security**

- 49.1 Strata lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.

Thermal Energy System

50. **Thermal Energy System**

- 50.1 The strata corporation will pay for the supply of space and make-up air heating, space cooling and domestic hot water heating to the strata lots and the common property by way of a thermal energy system (the “**Thermal Energy System**”), including but not limited to as well as the costs to maintain and repair the Thermal Energy System, and the costs thereof will be prorated among the owners of the Strata Lots in accordance with the unit entitlement thereof and included in the monthly assessments.

Natural Gas and User Fees

51. For the purpose of this bylaw 51, the following terms have the following meanings:
- (a) “**Natural Gas Strata Lot**” means, individually, strata lots 90, 91, 92, 93, 94, 95, 96 and 97 and “**Natural Gas Strata Lots**” means all of them as the context permits.
- 51.2 Natural gas supplied to a strata lot containing a natural gas fireplace and/or natural gas outlets located on the patio, balcony, deck or terrace of the Natural Gas Strata Lots will not be separately metered and the strata corporation will be responsible for supplying same and the owner of each Natural Gas Strata Lot will be required to pay a user fee (the “**Natural Gas User Fee**”) to the strata corporation in an amount equal to twenty (\$20) dollars per month on account of natural gas consumption, regardless of whether the owner is using the natural gas fireplace and/or natural gas outlet or consuming natural gas on such owner’s patio, balcony, deck or terrace. The Natural Gas User Fee will be the same for each such owner of a Natural Gas Strata Lot and will not depend on the relative amount of natural gas consumed by each such owner. The Natural Gas User Fee is payable in addition to the monthly strata fee payable by the owners to the strata corporation. The council may change the method of collecting the Natural Gas User Fee and/or the amount of the Natural Gas User Fee from time to time.
- 51.3 Unpaid Natural Gas User Fees and other amounts payable by an owner of a strata lot pursuant to this bylaw 51 constitute a lien on the strata lot of such owner and will remain

payable by the owner of the strata lot from time to time with interest thereon from the due date to the date of payment at the rate of 12% per annum, simple interest.

Electric Vehicle Chargers

52. Electric Vehicle Chargers

- 52.1 Certain of the parking stalls are equipped with electric vehicle charging stations (the “**Electric Vehicle Chargers**”) for the charging of electric vehicles. Certain of the Electric Vehicle Chargers will be installed in parking stalls (each, a “**Resident Electric Vehicle Stall**”) which are the subject of the Parking and Storage Lease described in bylaw 42.1.
- 52.2 An owner or tenant must obtain the written approval of the strata corporation before installing an Electric Vehicle Charger in his or her designated parking stall. In addition to complying with all the requirements of bylaw 9, “Obtain Approval Before Altering Common Property”, an application to install an Electric Vehicle Charger must include:
- (a) the details of the modifications required for the Electric Vehicle Charger;
 - (b) a report by a licensed electrician determining the capacity of existing electrical panel(s) to be used by the Electric Vehicle Charger and their sufficiency for accommodating the required additional load;
 - (c) identification of any other professional services required, including but not limited to services of a structural engineer where coring is necessary to permit conduit installations; and
 - (d) any required permits from the BC Safety Authority and/or local authorities.
- 52.3 Any Electric Vehicle Chargers installed in or upon any parking stall, including any Resident Electric Vehicle Stall, is a fixture and forms part of the parking stall in which it is installed and to which it is attached, and therefore forms part of the common property of the strata corporation and may not be removed, modified or altered by any residents. Any repair or replacement of any Electric Vehicle Chargers required due to damage caused by any such owner, tenant or occupant will be at the cost of the owner of such strata lot.
- 52.4 The aggregate cost of electricity and all other costs associated with Electric Vehicle Chargers that are installed by owners in Resident Electric Vehicle Stalls will be paid in accordance with bylaws 52.5 to 52.7, inclusive.
- 52.5 The aggregate cost of electricity and all other costs associated with the Electric Vehicle Chargers that are installed in Resident Electric Vehicle Stalls assigned for the exclusive use of an owner of a strata lot will be paid for by the strata corporation and the cost thereof will be prorated among the owners of the strata lots in accordance with the unit entitlement thereof and included in the monthly assessments.

- 52.6 Notwithstanding bylaw 52.5, at the end of each year the strata corporation may, based on consumption data provided by the sub-meters with respect to such individual Electric Vehicle Chargers that are assigned for the exclusive use of an owner of a strata lot, determine the actual costs owing by each such owner assigned the use of such Resident Electric Vehicle Stall with respect to the Electric Vehicle Charger installed therein, and adjust the monthly assessments payable by each owner or occupant of a strata lot in accordance therewith, with the intention that the owner of a strata lot assigned the exclusive use of a Resident Electric Vehicle Stall with an associated Electric Vehicle Charger will pay for the supply of electricity to such Electric Vehicle Charger.
- 52.7 If an owner of a strata lot fails to pay any amount payable under bylaw 52.6 when due, then, in addition to fining the owner in accordance with these bylaws and pursuing such other remedies as the strata corporation may be entitled to, the strata corporation may cause the supply of electricity to the Electric Vehicle Charger assigned for the exclusive use of such strata lot to be disconnected until such time as any amounts owing and related fines have been paid in full.

Shared Areas and Services

53. Shared Areas and Services

- 53.1 The commercial development and the public parking lot (collectively, the “**Commercial Development**”) are located within one or more separate legal parcel(s) situated adjacent to the development (the development and such other developments are, collectively, the “**Project**”) share or may share certain common structural support, access and egress routes, life and utility systems and common facilities (collectively, the “**Shared Project Facilities**”). The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all easements and other agreements (collectively, the “**Project Agreements**”) entered into or assumed by the strata corporation in respect of the shared use and enjoyment of, the Shared Project Facilities and any and all rules and regulations established by the strata council for the development and the owner or strata council of the Commercial Development from time to time with respect thereto.

Cost Sharing

54. Cost Sharing Agreement

- 54.1 The owners of the strata lots acknowledge that the strata corporation may be party to one or more cost sharing agreements including the Project Agreements, pursuant to which the strata corporation is obligated to contribute a proportionate share of costs relating to the operations, repair and maintenance of the Shared Project Facilities, and that the strata corporation’s share of the costs under such agreements is a common expense which will be borne by the owners of the strata lots in proportion

to the unit entitlement of their strata lot or as otherwise set out in the budget of the strata corporation.

Environmental Matters

55. Certificate of Compliance

- 55.1 The lands on which the development is situated are subject to a certificate of compliance issued on July 9, 2024 by the Director, Environmental Management Act, a copy of which is attached hereto as Schedule B. The strata corporation will at all times comply with the terms and conditions of such certificate of compliance, including without limitation:
- (a) maintaining and keeping intact the vapour barrier (HDPE membrane) present along the exterior of the north parkade wall; and
 - (b) maintaining and operating the mechanical ventilation system in the underground parkade in accordance with the design manual and at a minimum rate of 50 air exchanges per 24 hours.
- 55.2 The strata corporation will retain and maintain all inspection and maintenance records with respect to the mechanical ventilation system in the underground parkade and provide copies of the same to the Ministry of Environment & Climate Change Strategy and all government authorities having jurisdiction upon request.

**SCHEDULE A
PARKING AND STORAGE LEASE**

See attached.

PARKING STALL AND BICYCLE/STORAGE LEASE

THIS AGREEMENT made as of February 13, 2025

BETWEEN:

SOLTERRA (MONACO 2) LIMITED PARTNERSHIP

#1-460 Fraser View Place
Annacis Business Park
Delta, British Columbia
V3M 6H4

(the "Owner")

AND:

SOLTERRA PARKING LTD.

#1-460 Fraser View Place
Annacis Business Park
Delta, British Columbia
V3M 6H4

(the "Tenant")

WITNESSES THAT WHEREAS:

- A. The Owner is the beneficial owner of certain lands and premises located in White Rock, British Columbia, and currently legally described as:

PID: 030-627-834
Lot A Section 11 Township 1 New Westminster District Plan EPP84561,
Except Airspace Plan EPP136853

(the "Lands").

- B. The Owner has agreed to lease to the Tenant all the parking stalls (other than the Excluded Stalls (as defined in Recital D), but including the six (6) parking stalls within the Parking Facility provided for use by disabled owners and occupants and clearly marked in accordance with BC Building Code requirements) (the "Parking Stalls") and the associated drive aisles (the Parking Stalls and the associated drive aisles are collectively referred to as the "Parking Areas"), all the bicycle storage lockers (the "Bicycle Storage Lockers"), and certain storage rooms (the "Storage Rooms") all located or to be located within the parking facility to be constructed within the Lands (the "Parking Facility") and generally shown outlined in heavy black line on the parking/storage area plan (the "Parking/Storage 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 Parking Stalls, Bicycle Storage Lockers and/or Storage Rooms and to rent any Parking Stalls (the "Rented Parking Stall(s)"), Bicycle Storage Lockers (the "Rented Bicycle Storage Locker(s)") and/or Storage Rooms (the "Rented Storage Room(s)") on an hourly, daily and/or monthly basis.

{252493-505236-01800702;6}

- C. After entering into this Lease and completing construction of a residential complex (collectively, the "**Development**") within the Lands, the Owner proposes to subdivide the Lands by means of a strata plan (the "**Strata Plan**") pursuant to the *Strata Property Act* (British Columbia).
- D. The Parking Stalls do not include the three (3) parking stalls within the Parking Facility which are allocated for exclusive use by disabled visitors of owners and occupants of the strata lots within the Strata Plan, or the twenty-nine (29) parking stalls provided for use by visitors to the owners and occupants of the strata lots within the Strata Plan and marked as 'visitor' (collectively, the "**Excluded Stalls**").
- E. The Strata Plan will designate the Parking Areas, Parking Stalls, Bicycle Storage Lockers and Storage Rooms as common property (the "**Common Property**") of the strata corporation (the "**Strata Corporation**") formed upon the deposit for registration of the Strata Plan in the Land Title Office.
- F. Each of the parties to this Lease agrees that title to the Common Property will be subject to and encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

NOW THEREFORE in consideration of these 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**

1.01 Grant.

The Owner hereby leases to the Tenant for the Term (as defined in section 1.02) all of the Parking Areas, Parking Stalls, Bicycle Storage Lockers and Storage Rooms on the terms and conditions set out in this Lease.

1.02 Term.

The term (the "**Term**") of this Lease will commence on the date first written above (the "**Commencement Date**") and will terminate on the earlier of: (i) the date that the Strata Corporation is dissolved; and (ii) the date which is 999 years after the Commencement Date. For the purposes of this provision, the amalgamation of the Strata Corporation with another strata corporation will not be considered a dissolution of the Strata Corporation.

1.03 Rent.

The parties to this Lease acknowledge that, subject to section 1.05, 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 Parking Stall, Rented Bicycle Storage Locker and/or Rented Storage Room on an hourly, daily or monthly basis, as the case may be, for the use and enjoyment of a Parking Stall, Bicycle Storage Locker and/or Storage Room. For greater certainty, the Tenant reserves the

right to charge rent for the use of Rented Parking Stalls, Rented Bicycle Storage Lockers and/or Rented Storage Rooms on an hourly, daily and/or monthly basis.

1.04 **Licence.**

The Owner agrees that the Tenant and any assignee (including an assignee of a partial assignment under this Lease in respect of any Parking Stall, Bicycle Storage Locker and/or Storage Room and any person to whom Tenant rents a Rented Parking Stall, Rented Bicycle Storage Locker and/or Rented Storage Room on an hourly, daily or monthly basis (each a "Renter" and collectively, the "Renters") 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 drive aisles, driveways, ramps, roadways, stairways, elevators or walkways for the purpose of obtaining access to or egress from the Parking Facility or a particular Parking Stall, Bicycle Storage Locker or Storage Room, provided that the operation of vehicles will be restricted to drive aisles, driveways, ramps and roadways and access by foot will be restricted to pedestrian walkways, stairways and elevators. The Owner will at all times provide the Tenant, in its capacity as the tenant under this Lease and any assignee (including an assignee of a partial assignment under this Lease in respect of any Rented Parking Stall, Rented Bicycle Storage Locker and/or Rented Storage Room) and any Renter, with means of access to any security devices as necessary to enable the Tenant and subsequent assignees and the Renters to use and enjoy the Parking Stall, Bicycle Storage Locker and/or Storage Room to which such Tenant or subsequent assignees or Renters (as the case may be) are entitled.

1.05 **Acknowledgement.**

The Owner and the Tenant acknowledge and agree that, notwithstanding any other provision of this Lease:

- (a) the Owner may enter into agreements with the initial purchasers of strata lots within the Development whereby the Owner will agree to provide one or more Parking Stalls, one or more Bicycle Storage Lockers and/or one or more Storage Rooms to such purchasers in exchange for the payment of certain amounts agreed to by the Owner and such purchasers, and that such amounts will be paid to, and be the absolute property of, the Owner;
- (b) the Tenant will, as and when directed to do so by the Owner, grant partial assignments of this Lease, in respect of such Parking Stalls, Bicycle Storage Lockers and/or Storage Rooms as may be designated by the Owner, to the purchasers of strata lots within the Development in exchange for the payment of certain amounts agreed to by the Owner and such purchasers, and that such amounts will be paid to, and be the absolute property of, the Owner; and
- (c) the Tenant will be entitled to retain, as its absolute property, any amounts paid to the Tenant on account of the use of Rented Parking Stalls, Rented Bicycle Storage Lockers and/or Rented Storage Rooms on an hourly, daily and/or monthly basis.

This provision will not in any manner be construed or interpreted as giving the Strata Corporation, as assignee of the Owner pursuant to an assignment of this Lease by the Owner and an assumption of this Lease by the Strata Corporation, the right to cause or direct the Tenant to grant partial assignments in respect of any Parking Stall, Bicycle Storage Locker

and/or Storage Room, and, for greater certainty, the Strata Corporation cannot so cause or direct the Tenant to grant any such assignments.

ARTICLE 2

SUBDIVISION BY STRATA PLAN

2.01 Strata Plan/Assumption by Strata Corporation.

- (a) 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 continue to run with and bind each subdivided parcel forming part of the Development which contains a portion of the Parking Facility.
- (b) Upon the deposit of the Strata Plan in the Land Title Office, the Owner will cause the Strata Corporation to enter into an agreement in a form reasonably required by Owner pursuant to which the Owner will assign to the Strata Corporation all of its right, title and benefit hereunder, and the Strata Corporation will assume all of the covenants and obligations of the Owner under this Lease, as the representative of the owners of strata lots within the Development, and which will provide that, upon execution thereof, the Owner will be absolutely released from any obligations or liabilities hereunder but, for clarity, the Owner will remain entitled to its rights under section 1.05.

2.02 Common Property.

This Lease is intended to apply only to a portion of the Common Property (including limited 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. Both of the parties to this Lease agree that title to the Common Property will be subject to and encumbered by this Lease.

ARTICLE 3

MAINTENANCE AND ENCUMBRANCES

3.01 Maintenance.

The Owner and the Tenant acknowledge and agree that, until the deposit for registration of the Strata Plan, subject to the terms of this Lease, the Owner will be solely responsible for the control, management and administration of the Parking Facility, but after the deposit for registration of the Strata Plan, pursuant to section 2.01, the Strata Corporation will, subject always to the Owner's rights under section 1.05 of this Lease, assume full responsibility for the control, management and administration of the Parking Facility 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 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 rights of the Tenant to partially assign this Lease as it relates to particular Parking Stalls, Bicycle Storage Lockers and/or Storage Rooms and to rent the Rented Parking Stalls, Rented Bicycle Storage Lockers and/or Rented Storage Rooms on an hourly, daily and/or monthly basis).

3.02 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 Parking Stalls (excluding the Rented Parking Stalls), the Bicycle Storage Lockers (excluding Rented Bicycle Storage Lockers) or the Storage Rooms (excluding the Rented Storage Rooms). 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 Parking Stalls, the Rented Bicycle Storage Lockers and/or the Rented Storage Rooms at its sole cost and expense but is not obligated to alter or to perform any such repairs to the Rented Parking Stalls, the Rented Bicycle Storage Lockers or the Rented Storage Rooms.

3.03 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.

3.04 No Right to Encumber.

Neither the Tenant nor any subsequent assignee of any interest of the Tenant under this Lease shall mortgage, charge, pledge or otherwise grant their interest in any Parking Stall, Bicycle Storage Locker or Storage Room as security to any person.

ARTICLE 4
ASSIGNMENT

4.01 Partial Assignments.

The Tenant may partially assign this Lease and its rights under this Lease pertaining to one or more particular Parking Stalls, Bicycle Storage Lockers and/or Storage Rooms to purchasers of strata lots within the Development or to the Strata Corporation. Subject always to section 1.05, 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 Parking Stall, Bicycle Storage Locker or Storage Room:

- (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 Parking Stall, Bicycle Storage Locker and/or Storage Room so assigned for the balance of the Term;
- (b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Development unless the assignment is to the Strata Corporation or to the Tenant where the assignor is a person other than the Tenant;

- (c) may only be assigned to an owner or purchaser of a strata lot within the Development, to the Strata Corporation or to the Tenant if the assignor is a person other than the Tenant; and
- (d) 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, subject to section 4.02 of this Lease.

4.02 Automatic Assignment.

If a holder of an interest in a Parking Stall, Bicycle Storage Locker and/or Storage Room transfers all of his or her interest in a strata lot within the Development to which such Parking Stall, Bicycle Storage Locker and/or Storage Room is at such time appurtenant as shown on the register maintained under section 4.07 without concurrently executing an assignment of such Parking Stall, Bicycle Storage Locker and/or Storage Room to another owner or purchaser of a strata lot within the Development, then the interest of such holder (including the Tenant) in such Parking Stall, Bicycle Storage Locker and/or Storage Room 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 Parking Stall, Bicycle Storage Locker and/or Storage Room or delivery of notice of such partial assignment to the Strata Corporation.

4.03 Exchanges and Transfers.

- (a) A holder of an interest (the "**First Owner**" in this subsection) in a Parking Stall, a Bicycle Storage Locker and/or a Storage Room (the "**First Parking Stall / Bicycle Storage Locker / Storage Room**" in this subsection) may exchange his or her interest in the First Parking Stall / Bicycle Storage Locker / Storage Room with the holder (including the Tenant) of an interest (the "**Second Owner**" in this subsection) in a different Parking Stall, Bicycle Storage Locker and/or Storage Room (the "**Second Parking Stall / Bicycle Storage Locker / Storage Room**" in this subsection) for such consideration as the First Owner and the Second Owner may agree on. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Parking Stall / Bicycle Storage Locker / Storage Room, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Parking Stall / Bicycle Storage Locker / Storage Room. The First Owner and the Second Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule B. The exchange will be on the terms set out in subsections 4.01(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. For greater certainty, section 4.02 will not apply to exchanges under this subsection 4.03(a).
- (b) A holder of an interest (the "**First Owner**" in this subsection) in a Parking Stall, a Bicycle Storage Locker and/or a Storage Room may transfer his or her interest in such Parking Stall, Bicycle Storage Locker and/or Storage Room to an owner of a strata lot within the Development, the Tenant, or the Strata Corporation (the "**Second Owner**" in this subsection) 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 in favour of the Second Owner substantially in the form attached hereto as Schedule B.

The transfer will be on the terms set out in subsections 4.01(a) to (d). For greater certainty, section 4.02 will not apply to transfers under this subsection 4.03(b).

4.04 Consents.

The consent of the Strata Corporation will not be required for any partial assignment of this Lease or the rental of any Parking Stall, Bicycle Storage Locker and/or Storage Room. 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 to by such assignee or tenant, as the case may be.

4.05 Form of Partial Assignments.

Subject to section 4.02, all partial assignments of this Lease shall be substantially in the form attached hereto as Schedule B.

4.06 Release of Assignors.

Upon the partial assignment (including an automatic assignment pursuant to section 4.02) of this Lease pertaining to a particular Parking Stall, Bicycle Storage Locker and/or Storage Room, the Tenant and any subsequent assignor of an interest in such Parking Stall, Bicycle Storage Locker and/or Storage Room will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Parking Stall, Bicycle Storage Locker and/or Storage Room.

4.07 Register of Partial Assignments.

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

- (a) the number of the Parking Stall, Bicycle Storage Locker and/or Storage Room 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 Parking Stall, Bicycle Storage Locker and/or Storage Room is at the time appurtenant, unless the assignee is the Strata Corporation or the Tenant in which event the Parking Stall, Bicycle Storage Locker and/or Storage Room need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Development, the Strata Corporation will provide a certificate, within seven (7) days after receipt of such request, certifying the name and address of the owner to whom a particular Parking Stall, Bicycle Storage Locker and/or Storage Room is assigned and the number of the strata lot within the Development to which such Parking Stall, Bicycle Storage Locker and/or Storage Room 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 Parking Stall, Bicycle Storage Locker and/or Storage Room under section 4.01, 4.02 or 4.03 the Strata Corporation will amend the register accordingly.

4.08 Assignment by the Tenant.

Upon the deposit of the Strata Plan in the applicable land title office and the assumption of the Owner's interest in this lease by the Strata Corporation, the Tenant may assign all, but not less than all, of its rights under this lease to the Owner, as tenant, without the consent of the Strata Corporation, provided that the Owner assumes, in writing, all of the covenants and obligations of the Tenant under this Lease and, upon execution thereof, the Tenant will be absolutely released from any obligations or liabilities hereunder and no longer entitled to the benefit of any rights hereunder and the Owner will be entitled to enjoy and exercise all of the rights of the Tenant hereunder.

ARTICLE 5
MISCELLANEOUS

5.01 Rental of Parking Stalls, Bicycle Storage Lockers and/or Storage Rooms by the Tenant.

Nothing in this Lease, including in particular, but without limitation, section 4.01 above and without derogating from section 1.04 above, will prohibit the Tenant from renting the Parking Stall(s), Bicycle Storage Locker(s) and/or Storage Room(s) to any owners or purchasers of strata lots within the Development, any visitors of the owners of strata lots within the Development, any tenants residing in strata lots within the Development and/or any visitors of such tenants, on an hourly, daily and/or monthly basis.

5.02 No Registration.

No person will be entitled to register a partial assignment of this Lease in any land title office.

5.03 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 only to such amendment.

5.04 Definitions.

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

5.05 Meaning of "Person".

In this Lease, "person" means an individual, corporation, body corporate or unincorporated organization or any trustee, executor, administrator or other legal representative.

5.06 **Form of Agreement.**

Each of the parties hereto agrees to amend the form of this Lease as necessary to confirm unto the parties the rights granted in this Lease.

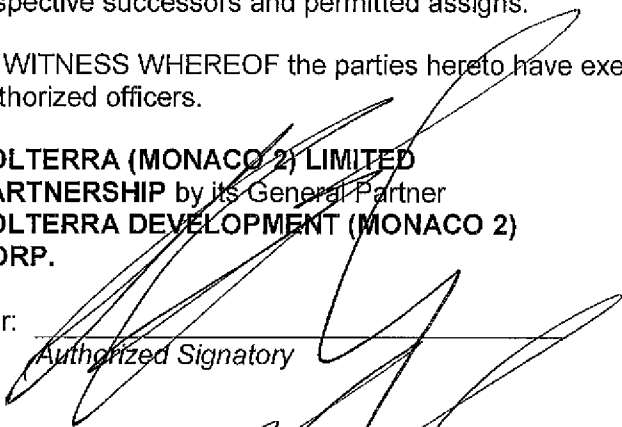
5.07 **Enurement.**

This Lease shall 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 by their respective authorized officers.

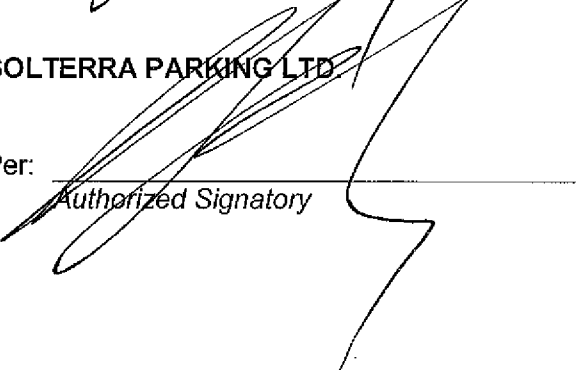
**SOLTERRA (MONACO 2) LIMITED
PARTNERSHIP** by its General Partner
**SOLTERRA DEVELOPMENT (MONACO 2)
CORP.**

Per:


Authorized Signatory

SOLTERRA PARKING LTD

Per:


Authorized Signatory

[illegible]

A-1

SCHEDULE B**MONACO****PARKING STALL / BICYCLE STORAGE LOCKER / STORAGE ROOM ASSIGNMENT**

BETWEEN _____

(the "**Assignor**")

AND: _____

(the "**Assignee**")RE: Parking Stall(s) No(s). _____ (the "**Parking Stall**");Bicycle Storage Locker(s) No(s). _____ (the "**Bicycle Storage Locker**");

and/or

Storage Room No(s). _____ (the "**Storage Room**")

all as shown on the plan attached to the Parking Stall and Bicycle/Storage Lease (the "**Lease**") dated _____, 2025 made between Solterra (Monaco 2) Limited Partnership, as lessor, and Solterra Parking Ltd., as lessee, as subsequently assigned.

WHEREAS the Assignor is the lessee of the Parking Stall, the Bicycle Storage Locker and/or the Storage Room and the Assignee is one of the following:

- (a) The Owners, Strata Plan EPS11179 (the "**Strata Corporation**");
- (b) Solterra Parking Ltd. (the "**Tenant**"); or
- (c) the registered owner or purchaser of strata lot _____ (Suite No. _____) (the "**Strata Lot**") in the Development (as defined in the Lease).

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

2. Assignment.

The Assignor hereby assigns to the Assignee its partial interest in the Lease pertaining to the exclusive right to lease the Parking Stall, the Bicycle Storage Locker and/or the Storage Room, and including the right of access set out in section 1.04 of the Lease, for the balance of the Term (as defined in the Lease). Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a fully executed copy of this Assignment to the Strata Corporation.

3. 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 shall only be entitled to the rights with respect to the Parking Stall, the Bicycle Storage Locker and/or the Storage Room for as long as the Assignee owns the Strata Lot and, accordingly, following the sale of such Strata Lot by the Assignee, the Assignee and its successors, permitted assigns, heirs, executors and administrators will no longer have any right to use, sell, rent or assign the Parking Stall, the Bicycle Storage Locker or the Storage Room.

4. Compliance.

The Assignee agrees to use and deal with the Parking Stall, the Bicycle Storage Locker and/or the Storage Room 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.

5. Sale or Disposition.

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Parking Stall, the Bicycle Storage Locker and/or the Storage Room in accordance with, and in the circumstances permitted by, the Lease.

6. Acknowledgement.

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

7. Enurement.

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

8. Counterparts.

This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

9. Electronic Delivery.

Delivery of an executed copy of this Assignment by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Assignment by such party.

The parties have executed this Assignment effective as of the _____ day of _____, 20____.

Assignor

Assignee

**SCHEDULE B
CERTIFICATE OF COMPLIANCE**

See attached.



Ministry of
Environment and
Climate Change Strategy

CERTIFICATE OF COMPLIANCE
(Pursuant to Section 53 of the *Environmental Management Act*)

THIS IS TO CERTIFY that as of the date indicated below, the site identified in Schedule A of this Certificate of Compliance has been satisfactorily remediated to meet the applicable Contaminated Sites Regulation remediation standards and criteria .

This Certificate of Compliance is qualified by the requirements and conditions specified in Schedule B.

The substances for which remediation has been satisfactorily completed and for which this Certificate of Compliance is valid are listed in Schedule C.

I have issued this Certificate of Compliance based on a review of relevant information including the documents listed in Schedule D. I, however, make no representation or warranty as to the accuracy or completeness of that information.

A Director may rescind this Certificate of Compliance if requirements and conditions imposed in the Certificate of Compliance are not complied with or any fees payable under Part 4 of the Act or regulations are outstanding.

This Certificate of Compliance should not be construed as an assurance that there are no hazards present at the site.

The substances to which this Certificate of Compliance applies migrated to the site from a neighbouring source. It should not be assumed that this Certificate of Compliance certifies the remediation of all contaminants at the site.

9 July 2024

Date Issued

Kevin Haines
For Director, *Environmental Management Act*

Site Identification Number 21574
Version 9.0 R

1 of 8

Schedule A

The site covered by this Certificate of Compliance is located at 1350 Johnston Road, White Rock, British Columbia which is more particularly known and described as:

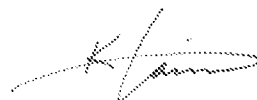
Lot A, Section 11, Township 1, New Westminster District Plan EPP84561 PID: 030-627-834
1350 Johnston Road, White Rock, British Columbia

The approximate centre of the site using the NAD (North American Datum) 1983 convention is:

Latitude:	49°	1'	35.90"
Longitude:	122°	48'	2.60"

9 July 2024

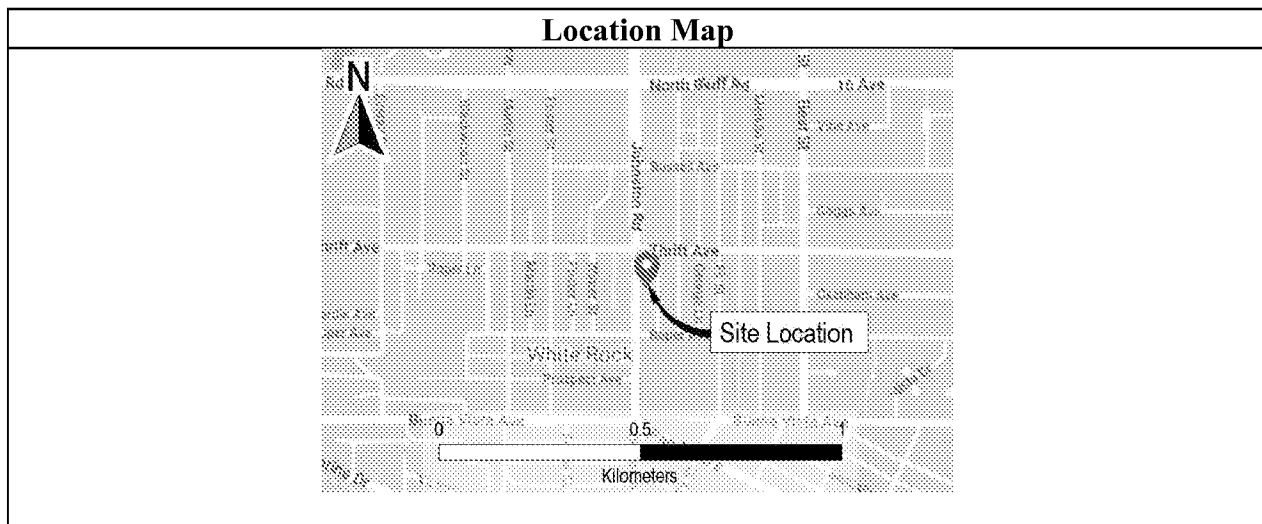
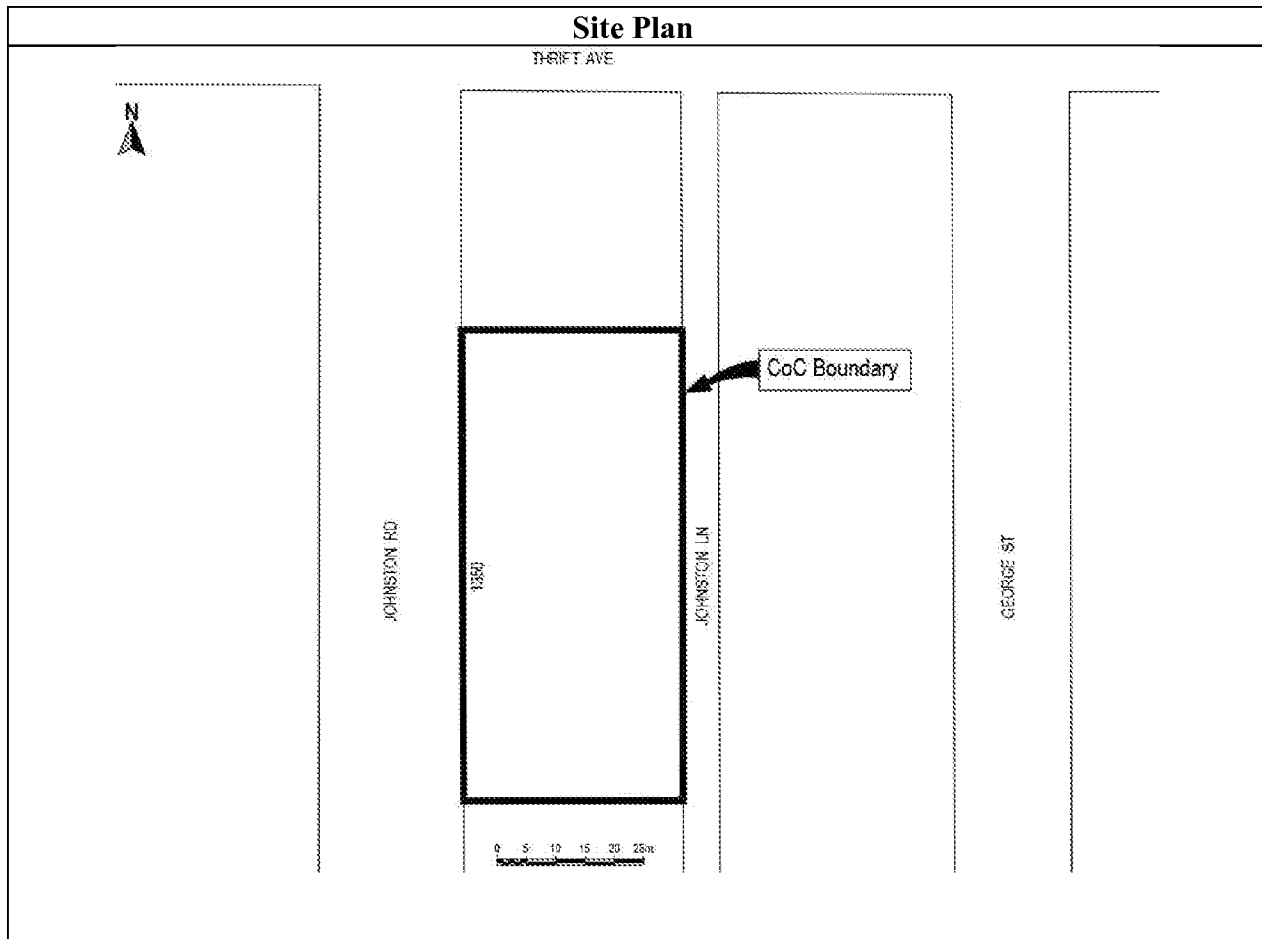
Date Issued



Kevin Haines
For Director, *Environmental Management Act*

Site Identification Number 21574
Version 9.0 R

2 of 8



9 July 2024

Date Issued

Site Identification Number 21574
Version 9.0 R

Kevin Haines
For Director, *Environmental Management Act*

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Schedule B

Requirements and Conditions

1. Any changes in land, vapour, or water uses must be promptly identified by the responsible persons in a written submission to the Director. An application for an amendment or new Certificate of Compliance may be necessary. The uses to which this condition applies are described in Schedule C and in the site investigation documents listed in Schedule D.

The documents listed in Schedule D indicate that vapour attenuation factors were applied to meet Contaminated Sites Regulation numerical and risk-based standards at the site. These vapour attenuation factors were selected based on assumptions about the structures, locations and depths of buildings existing or expected at the site. These assumptions include the following:

- (a) A building with Commercial Use at grade will cover the entire Site and be underlain by a parkade with the exception of a narrow strip along the south portion of the Site where slab-on-grade construction will be present, as shown in the Site Development Plan, Appendix A of *Addendum 2 - Detailed Site Investigation & Confirmation of Remediation*, listed in Schedule D

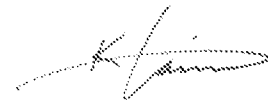
Any inconsistencies that arise between the structures, locations and depths of proposed or constructed buildings at the site and the range of structures, locations and depths of buildings assumed in the selection of vapour attenuation factors in the documents listed in Schedule D must be promptly identified by the responsible persons in a written submission to the Director. An application for an amendment or new Certificate of Compliance may be necessary.

2. The principal risk controls which must be present or implemented and must be maintained at the site include the following:
 - (a) The vapour barrier (HDPE membrane) present along the exterior of the north parkade wall must remain intact; and
 - (b) The mechanical ventilation system in the underground parkade must continue to operate at a minimum rate of 50 air exchanges per 24 hours.

9 July 2024

Date Issued

Site Identification Number 21574
Version 9.0 R



Kevin Haines
For Director, *Environmental Management Act*

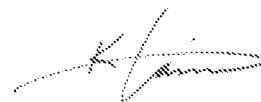
4 of 8

3. If requested by the Director, the responsible persons must provide a signed statement indicating whether the principal risk controls listed in clause 2 of this Schedule have been and continue to be met. This may include providing a signed statement by an Approved Professional.
4. Performance verification must be undertaken as specified in the Performance Verification Plan listed in Schedule D or as specified in a modification of the plan approved by the Director.
5. Where required under a Performance Verification Plan for the site, records of performance verification actions and results must be maintained by the responsible persons or their agent. The records must be available for inspection by the Director.
6. The Director must be notified promptly by the persons responsible for the site if performance verification actions indicate that any institutional and engineering controls required in clause 2 of this Schedule are not being met. The following information must be submitted to the Director with the notification, or as soon as practicable thereafter:
 - (c) The time period over which institutional and engineering controls did not meet the requirements of Schedule B;
 - (d) The nature of the excursion;
 - (e) The temporary or permanent corrective measures implemented or to be implemented;
 - (f) An implementation schedule; and
 - (g) Supporting documentation.
7. If requested by the Director, a report signed by an Approved Professional must be submitted for review to the Director and must include the following:
 - (a) An evaluation of the performance of the institutional and engineering controls;
 - (b) Recommendations for modification of any plans referenced above, along with supporting rationale;
 - (c) Interpretation of current and cumulative results of the performance verification actions undertaken according to the plan described in clause 4 above; and
 - (d) Supporting documentation.

9 July 2024

Date Issued

Site Identification Number 21574
Version 9.0 R



Kevin Haines
For Director, *Environmental Management Act*

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Schedule C

Substances and Uses

Substances remediated in soil for commercial land soil use:

To meet numerical remediation standards:

VPHs	N/A
xylenes	1330-20-7

Substances remediated in vapour for parkade vapour use:

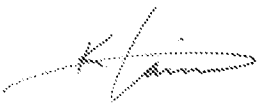
To meet risk-based remediation standards:

benzene	71-43-2
butadiene, 1,3-	106-99-0
dibromoethane, 1,2-	106-93-4
ethylbenzene	100-41-4
methylcyclohexane	108-87-2
naphthalene	91-20-3
n-hexane	110-54-3
trimethylbenzene, 1,2,4-	95-63-6
trimethylbenzene, 1,3,5-	108-67-8
VPHv	N/A
xylenes, total	1330-20-7

9 July 2024

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Schedule D**Documents**

Summary of Site Condition, Site ID: 21574, 1350 Johnston Road, White Rock, BC. NEXT Environmental Inc. 2024-07-08

RE: Performance Verification Plan, 1350 Johnston Road, White Rock, BC [Site ID: 21754]. NEXT Environmental Inc. 2024-07-08

Detailed Risk Assessment for 1350 Johnston Road, White Rock, BC. NEXT Environmental Inc. 2024-03-26

Stage 1 Preliminary Site Investigation Update for 1350 Johnston Road, White Rock, BC [Site ID: 21754]. NEXT Environmental Inc. 2024-03-26

Addendum 2 - Detailed Site Investigation & Confirmation of Remediation, 1350 Johnston Road, White Rock, BC - SITE ID 21754. NEXT Environmental Inc. 2024-03-26

Confirmation of Remediation for 1350 Johnston Road, White Rock, BC [Site ID: 21754]. NEXT Environmental Inc. 2023-12-21

Detailed Site Investigation Addendum – Investigation of Tetraethyl Lead, 1350 Johnston Road, White Rock, BC - SITE ID 21754. NEXT Environmental Inc. 2023-12-21

RE: Protocol 6 Pre-Approval Application to Release Site as High Risk Site for Review by Approved Professional 1350 Johnston Road, White Rock, BC. Ministry of Environment and Climate Change Strategy. 2023-06-28

Protocol 6 Pre-Approval Application to Release Site as High Risk Site for Review by Approved Professional 1350 Johnston Road, White Rock, BC. NEXT Environmental Inc. 2022-11-21

Stage 2 Preliminary Site Investigation & Detailed Site Investigation For 1350 Johnston Road, White Rock, BC [Site ID: 21574]. NEXT Environmental Inc. 2022-05-19

Stage 1 Preliminary Site Investigation Opinion. NEXT Environmental Inc. 2018-06-04

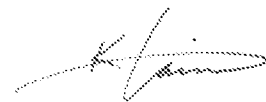
Report - Excavation Work, 1350 Johnston Road, White Rock. NEXT Environmental Inc. 2016-04-22

Soil Sampling Letter Report, 1350 Johnston Road, White Rock. NEXT Environmental Inc. 2016-04-08

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Date Issued

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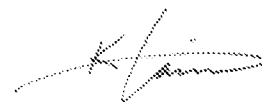
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*Detailed Site Investigation, Stage 2 Environmental Assessment, 1350 Johnston Road,
White Rock. ACM Environmental Corporation. June 2000*

9 July 2024

Date Issued

Site Identification Number 21574
Version 9.0 R



Kevin Haines
For Director, *Environmental Management Act*

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EPS11179 COUNCIL RULES FOR VISITOR PARKING FINAL (V9)

4. VISITOR PARKING IN P2 GARAGE

- 4.1 All owners, tenants, residents and occupants must have their vehicle description and license plate registered with the property manager for their assigned resident parking stall(s).
- 4.2 As per EPS11179 By-Law 42.14, **Visitor parking stalls must only be used by visitors of residents and not as auxiliary parking for owners, tenants, residents or occupants of the strata corporation.**
- 4.3 As a courtesy, a resident is permitted to use a designated visitor parking stall for unloading or loading purposes only.
- 4.4 A visitor parking decal is required for overnight parking. Visitor parking decals must be obtained from the Concierge before 4 pm that same day. In the event of a lost visitor parking decal, the strata lot will be charged \$50.00 to replace it.
- 4.5 A resident whose visitor requires extended parking (for more than 24 hours) must apply, in writing, to the property manager for permission in advance of the start date. Approval is at the discretion of the property manager and Strata Council and, is subject to an available parking space. A specific parking decal, obtainable from the Concierge, must be displayed in the visitor vehicle. In the event of a lost visitor parking decal, the strata lot will be charged \$50.00 to replace it.
- 4.6 Any vehicles that violate these rules will be ticketed by the strata corporation or the parking enforcement company hired or authorized by the strata corporation. A ticket may result in a fine or subsequent towing of the vehicle. (Towing Company: White Rock Towing - Contact: 604-531-4111)
- 4.7 These posted Rules are enforced 24 hours/day, 7 days/week

STRATA PLAN EPS 11179 MONACO

RULES (REV. 1)

1. SECURITY

- 1.1 A resident must ensure security into and around our building. FOB keys for floor access etc. are a critical component of our building security.
- 1.2 Garage Gate to underground parking: To help prevent unauthorized entry to the building, all drivers must wait until the gate is closed behind their car before proceeding to their parking stall. The drivers in any subsequent cars must wait until the gate is starting to close before pressing the garage button on their key fob to re-open the gate. This indicates to the preceding driver that the following driver is a resident of the building. The same requirements apply when exiting the building.
- 1.3 Entrance Door: When entering through the front entrance, a resident or visitor must not allow any person to follow them into the building unless the following person is known to such resident or visitor.

2. PETS

- 2.1 All pets must be leashed and under the control of the person walking the pet when on the common property.
- 2.2 A pet must not urinate or defecate or otherwise foul the common property. In the event that a pet so fouls the common property, the pet's Owner must immediately and completely remove the offending waste from the common property and dispose of it in a waste container or by some other sanitary means. In addition, any soiling, or marks or discoloration of common property caused by a pet fouling an area is to be cleaned by the pet Owner and put back to its former condition.
- 2.3 Pets are not allowed in any of the following areas of the common property: Exercise Gym; or the Amenity Room.
- 2.4 Pet Friendly Area: this has been designated on floor 5 with a pet waste bin being provided in the pet area. Pet Owners are fully expected to pick up after their pets and dispose of any waste material appropriately. It is essential this area is kept clean and pristine for the benefit of all residents.
- 2.5 Owners must take responsibility for the repair of any damage caused by their pet(s) to the common property. Failing prompt repair action by the Owner, the Strata Council will affect such repairs by contracted services and invoice the pet Owner.

3. VEHICLES & PARKADE

- 3.1 The underground parking area is for the sole use of residents, except for the Parking Level 2 (P2) Visitor area.
- 3.2 Motor vehicles, including cars, trucks, and motorcycles are permitted to park in the Parkade. Storage of any items in the Parkade and any parking spaces is not permitted.

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- 3.3 Use of private enclosed parking garages: the primary use of such garage space is for the parking of vehicles. It is not allowed to repair or service such vehicles in these garage spaces.
- 3.4 A resident must use only the parking stall(s) which have been specifically assigned to the Strata lot for parking his or her visitor. A resident must not park anywhere else on the common property.
- 3.5 Parking stalls(s) assigned to a Strata lot must not be rented, leased, or licensed to a person who is not a resident. However, residents are permitted to make private rental/lease arrangements with other residents.
- 3.6 The speed limit in common areas is 10 km/hr.
- 3.7 No vehicle shall be parked in the loading zone on P2 for a period longer than the time reasonably required for the loading or unloading of the vehicle.
- 3.8 A resident must not store an uninsured vehicle on the common, limited common property, or on land that is a common asset. Despite the foregoing, a resident may store a vehicle in their designated space(s) but must provide proof of valid insurance to the Strata corporation on the commencement date of the storage, and which proof of valid insurance also be displayed on the stored vehicle.
- 3.9 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling, and the use of any adhesive or hardening compounds), or work on vehicles involving any combustible materials, motor tune-ups, or mechanical parts.
- 3.10 A resident or visitor must not permit a vehicle to drip excessive oil or gasoline on the common property or limited common property. A resident or visitor whose vehicle is dripping excessive oil or gasoline, must immediately remove and repair the vehicle.
- 3.11 Electrical outlets (110v) are provided in many of the Parkade parking areas on building structural columns. These are NON EXCLUSIVE to any one designated parking space, and a resident or visitor must not assume exclusive use of such outlet and ensure that any such outlet is available to any user for such temporary usage as vacuuming vehicles etc. PLEASE NOTE: Such electrical outlets are not to be used for charging vehicles such as plug-in hybrid vehicles or electric bicycles/scooters.

4. VISITOR PARKING

- 4.1 A visitor can enter the P2 parking level by way of a resident buzzing them in through the external keypad.
- 4.2 Visitor parking stalls are for the exclusive use of visitors of residents. A resident must not use the visitors' parking area at any time (with the exception of Rule 4.6 below) or unless they have special circumstances (e.g. disability) which has been reported to Council and approved.
- 4.3 A visitor parking in the visitor parking area do so at his or her risk.
- 4.4 As of now, the concept of an honor system will be employed as opposed to a specific Visitor Parking Pass (for example).
- 4.5 No commercial vehicles are permitted to park overnight in the visitors parking area.

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- 4.6 A resident is allowed to park briefly (up to 2 hours) in the visitor parking area, for convenience purposes if space is available.
- 4.7 A resident whose visitor requires parking for more than five (5) days within a calendar month (30 days) must apply to the Council in writing for permission for the visitor to park. Such application must include the reason(s) for such extended use. Approval is in the discretion of the Council and is subject to an available parking space.
- 4.8 Any vehicle in violation of these Visitor Parking Rules will be towed at the liability and expense of the vehicle Owner.

5. MOVES IN/OUT

- 5.1 An Owner, tenant or occupant must provide notice to the Strata Corporation of all moving arrangements at least 5 business days before the moving date. NB A "move" is defined as encompassing Move in and Move Out.
- 5.2 A non-refundable fee of \$200 is required for each move in and move out.
- 5.3 Moves are restricted to Monday to Sunday between 8:00 AM and 4:00 PM with 3 hours slot, Any moves scheduled outside these hours will incur an additional cost equal to the Concierge hourly overtime rate, payable to Strata Plan EPS11179.
- 5.4 An Owner, tenant or occupant must pay to the Strata Corporation a refundable damage deposit of \$200 for each move in and \$200 for each move out of the Owner's Strata lot 48 hours prior to any move-in and move out.
- 5.5 The move-in and move out fee described in (5.2) of this rule applies any time there is a change of Ownership for a Strata lot, including furnished Strata lots.
- 5.6 An Owner, tenant or occupant must notify Concierge for any furniture or appliances delivery at least 72 hours prior delivery date in order to have protection pad set up ahead in elevator and common area.
- 5.7 The Owner must inform the Strata Cooperation at least 72 hours in advance if any staging activities within the Strata lot and \$500 refundable damage deposit must be paid to Strata Corporation before staging activities.
- 5.8 An Owner who conducts or permits to be conducted a move in / move out without notifying the Strata Corporation may be charged by the Strata Corporation an equivalent amount in addition to any fines.
- 5.9 The building Concierge will complete a before and after inspection of the area where the moving will be taking place. Any damage found as a result of moving activity will result in a chargeback for repairs and all fined levied will be deducted from the deposit.
- 5.10 The Owner of the Strata lot is responsible for ensuring that a Form K is submitted for each change of Ownership.

6. EXERCISE GYM

- 6.1 The Strata Corporation's recreation facilities includes an Exercise gym.
- 6.2 Guests of a resident using the Gym/Exercise Room shall number no more than two (2) per Strata lot.

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- 6.3 The gym hours are 6:00am to 11:00 pm.
- 6.4 Sound reproduction is allowed in the Gym/Exercise Room within reason.
- 6.5 Residents and visitors are reminded that there are adjoining homes to the common room, and the residents of those homes are entitled to quiet enjoyment.
- 6.6 Proper footwear and cover-ups shall be worn in the Gym/Exercise Room and when going to and from the room. No street footwear to be worn in the area.
- 6.7 No food, alcoholic beverages or smoking is permitted in the Gym/Exercise Room; however, individual non-glass, water bottles are allowed.
- 6.8 Any person using any of the equipment (incl. mats) in the Gym/Exercise Room must wipe it down after any such use. Wipes have been provided for this purpose.
- 6.9 No person(s) under the age of sixteen (16) years may use the Gym/Exercise Room, unless accompanied by a person 19 years or older.
- 6.10 Use of the Gym/Exercise Room alone is NOT advisable.

7. AMENITY ROOM & BBQ STOVE BOOKING

- 7.1 The Amenity Room and BBQ Stove on roof garden are available daily between the hours of 10:00 a.m. and 10:00 p.m.
- 7.2 There will be no rental charge for Owners renting the amenity room or the BBQ. Renters (where "Renters" refer to tenants or non-owners) will be charged \$100 for 4 hours of the Amenity Room and \$50 for the BBQ (and an additional \$50 for a longer booking). Owners shall not book the Amenity Room or the BBQ for their Renters.
- 7.3 The Amenity Room and the BBQ will be treated separately for booking purposes. In order to prevent the trekking of dirt from around the BBQ area into the Amenity Room the two facilities cannot be rented to the same Owner or Renter for the same period. Reservations will be on a first come first served basis.
- 7.4 Please Note: Strata Council meetings will have priority booking privileges.
- 7.5 Bookings can only be made by Owners of Strata lots. Owners can authorize residents to use the Amenities Room and BBQ Stove by providing written authorization to the Concierge. However, the Owners will continue to be held responsible and liable for the use of the Amenities Room, in addition to those using the Amenities Room and BBQ Stove.
- 7.6 Payment of booking fees must be made by cheque payable to Strata Corporation EPS 11179 or by pre-authorized Debit. Owners, residents, or occupants of a Strata lot must pay a **refundable damage deposit of \$300.00** for booking either the Amenity Room or BBQ stove. The Concierge will return the cheque to the renter after the post-inspection.
- 7.7 Owners or residents must accompany all guests at all times.
- 7.8 Residents must ensure that all garbage is properly disposed of for both the Amenity Room and BBQ area.
- 7.9 The Amenity Room and BBQ must be left clean after every use.

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- 7.10 The Amenity Room all lights must be turned off, and all doors and windows are properly closed before leaving the Amenity Room.
- 7.11 The consumption of alcohol in the Amenity Room or any other common area is forbidden. If liquor beverage is going to be served at a party, a liquor license needs to be provided to the Strata Corporation at least 72 hours prior to any party. A hard copy of the liquor license needs to be displayed on the glass door of the Amenity Room.
- 7.12 Noise must be kept to a minimum at all times when using the amenity rooms.
- 7.13 Furniture moved by Residents during use of the Amenity Room must be restored to its original position before leaving the Amenity Room.
- 7.14 No equipment or furniture is to be removed from the Amenity Room.
- 7.15 No tape shall be used on the Amenity Room walls due to paint damage.
- 7.16 Owners, residents, or occupants are responsible for cleaning up the area after use.
- 7.17 Owners or residents must be present for each pre- and post- inspection when renting the Amenity Room and BBQ Stove. If the Owner or resident is not present, the responsibility of a chargeback for damage will fall upon the Owner.

8. GARBAGE/RECYCLING

- 8.1 Ordinary household garbage and recycling must be deposited by a resident or visitor in containers provided by the Strata corporation for that purpose. Any materials other than ordinary household garbage and recycling must be removed from the boundaries of the Strata plan by, or at the expense of, the applicable resident or visitor.
- 8.2 The garbage room is for the disposal of domestic garbage only. No construction materials, furniture, electronics, used clothing, Christmas trees, etc. is permitted.
- 8.3 The garbage area must be left clean at all times.
- 8.4 A resident or visitor must leave garbage/recycling on floor if garbage/recycling bins are full. If garbage/recycling bins are full, the resident or visitor is to report the full bins to Concierge.
- 8.5 All cardboard boxes are to be broken down and flattened prior to disposal in the applicable bin(s).
- 8.6 Refuse, garbage or empty beverage containers must not be kept or stored in corridors or common areas or on a balcony, patio, terrace, or roof deck.
- 8.7 Recycle bins must be properly used whenever possible. If there is any uncertainty about how to use the recycle bins, a resident or visitor should ask the Concierge for instructions.

9. ELECTRIC VEHICLES (EV) & CHARGING RULES

- 9.1 All vehicles, including electric vehicles, must be registered with the Strata and the Strata Agent before using the electric vehicle chargers.
- 9.2 Only residents and their registered electric vehicles are authorized to use the EV chargers.
- 9.3 The Strata Council requires an Owner to use a specific company (currently, Electrum) to install, repair, replace or remove an alteration and if it does so, the Owner is still

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responsible for the costs and still responsible to ensure that the entity retained performs the work in accordance with these rules, the Act and all other applicable Provincial and Municipal laws.

- 9.4 An Owner must obtain the Strata Council's consent prior to installing, altering, or modifying the Strata corporation's common property, including limited common property, or Strata lot for the purpose of accommodating a device or instrument that can be used to charge or recharge an electric vehicle (the "Electric Vehicle Charger"), or to otherwise charge a motor vehicle or motor assisted vehicle as defined by the Motor Vehicle Act, RSBC 1996, c. 318.
- 9.5 An Owner applying to install an Electric Vehicle Charger must submit, in writing, detailed plans and a description of the intended Electric Vehicle Charger as a condition of receiving the Strata Council's approval. If the Electric Vehicle Charger alteration is approved, the alteration must be done in accordance with the design submitted to and approved by the Strata Council.
- 9.6 The power source for the Electric Vehicle Charger must be installed in a manner approved by the Strata Council.
- 9.7 The Strata Council reserves the right to require, or have an Owner provide, specified professional supervision or inspection, or both, of an approved alteration.
- 9.8 The Strata Council may include specified supervision or inspection as a requirement of approval.
- 9.9 If an Owner wishes to remove his or her approved Electric Vehicle Charger, the Owner must negotiate the terms of removal with the Strata Council prior to commencing the removal.
- 9.10 Strata will not be responsible for any costs associated with inspection, repair and maintenance of Electric Vehicle chargers that were not installed with prior Strata approval.

10. FOBS & KEY RULES

- 10.1 Each strata lot is permitted to hold a maximum of **three (3)** active fobs at any given time. This includes all fobs issued to Owners, tenants, or other authorized occupants of the unit.
- 10.2 To request a new or replacement fob or key, a written request must be submitted to the Property Manager at info@citybase.ca, including the Strata Plan Number EPS11179 and the unit number and purpose of the request.
- 10.3 The cost of each fob is **\$150.00**, payable before issuance. This fee is non-refundable and applies to both new and replacement fobs.
- 10.4 In the event of loss or damage, a replacement fob may be requested for the same \$150. If a fob is lost or misplaced, the registered owner or resident must report it to the Property Manager immediately for security reasons.
- 10.5 The Strata Corporation reserves the right to deactivate lost or unaccounted fobs to protect common property access. Owners and residents are responsible for ensuring their fobs are used only by authorized individuals.
- 10.6 The Strata Corporation reserves the right to deactivate any unregistered, misused, or excess fobs without notice.

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11. HOBBY ROOM

- 11.1 There is a Hobby Room on P1 available and Fob accessible to all Owners.
- 11.2 A number of tables allow Owners to conduct hobby and other design/maintenance activities.
- 11.3 It is the Owners responsibility to ensure safe operating within this room and to ensure it is left clean and tidy upon completion of any work activity and that their project is removed.
- 11.4 Any damage to common property (walls, floors, tables, etc.) is at Owners expense.

12. FINES

- 12.1 Breaking of any of the Rules will be handled as follows:-
 - (a) The offending resident/Owner will receive one(1) warning notice from the Property Manager requesting adherence to the Rules.
 - (b) Subsequent offences will result in a fine per offence of \$50.00 as handled by the Property Manager.