

22SCHEDULE OF BYLAWS
The Owners, Strata Plan KAS 3310
Amended July 2022

Therefore, Be it Resolved by $\frac{3}{4}$ vote resolution of The Owners, Strata Plan KAS 3310 that all previously registered bylaws and all Rules be repealed, and replaced with the following consolidated set of bylaws. For the sake of clarity, these bylaws completely replace all standard statutory bylaws as well as all previously registered bylaws. The Strata Council is directed to take all necessary steps to promptly register these bylaws in the Land Title Office.

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Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1

- (1) Each owner must pay strata fees on or before the first day of the month to which the strata fees relate, and must ensure that payments provided are in negotiable form with sufficient funds allocated to honour the payment. Cash payments are not accepted and receipts are not provided.
- (2) Owners must provide and renew authorization as required to maintain automated preauthorized debit of their strata fees, except that payments of strata fees for the month immediately following a conveyance of a strata lot may be made by cheque. However, Strata Council can accept payment by other means at their discretion.
- (3) Special Levies must be paid when due.
- (4) If an owner fails to pay strata fees or a special levy when due, the Strata Corporation may charge interest at the rate of 10% per annum compounded annually or such other maximum rate as may be allowed by regulations passed from time to time under the Strata Property Act, or may assess a fine of up to \$200.00 for every 7 days strata fees remain unpaid. Such fines may be assessed separately for each month's overdue or unpaid strata fees and any overdue or unpaid special levies in accordance with the process set out in the Strata Property Act.
- (5) If any payment made to the Strata Corporation by cheque or pre-authorized direct funds transfer is returned by an owner's bank due to insufficient funds, that owner may be fined up to \$200.00 for failing to honour a payment, and may also be assessed any bank charges incurred by the Strata Corporation as a cost of remedying a bylaw contravention.
- (6) When strata fees are changed at the Annual General Meeting, the change applies retroactively to those months of the fiscal year which have already passed or commenced between the end of the previous fiscal year, and the convening of the Annual General Meeting. For the purpose of determining whether or not an owner is in arrears of strata fee payments, any portion of the presently payable strata fees which represent an increase shall be due and payable upon approval of the budget, are not considered overdue until the first day of the calendar month which follows the distribution of the minutes of the Annual General Meeting, but are payable by the owner at the time that the budget is approved.

Repair and maintenance of property by owner

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- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws and the provisions of the Strata Property Act as amended from time to time.
- (2) An owner who has the use of limited common property must repair and maintain that limited common property, including horizontal and vertical surfaces contained therein, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

Use of Property

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- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise, odours, vibration, glare or disturbance,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is injurious to the reputation of the Strata Corporation,
 - (e) is contrary to the lawful requirements of any document registered in the Land Title Office which is binding upon the strata lot and/or the strata plan,
 - (f) contravenes any provincial, federal or municipal enactment or regulation, or
 - (g) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan or other documents properly registered in the Land Title Office in relation to the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property or common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure pursuant to section 149 of the Strata Property Act.
- (3) Quiet Hours are from 11:00pm until 7:00am each day. Without limiting the general application of bylaw 3(1), any noise which is audible from within another strata lot is deemed to be unreasonable if it occurs during Quiet Hours, with the exception of sounds ordinarily expected at night, such as footsteps or sounds derived from the use of toilet fixtures.
- (4) Without limiting the general application of bylaw 3(1), in determining whether noise is unreasonable, the Strata Council may give particular consideration to whether noise resulting in a complaint:
 - (a) was caused by sustained, recurring and/or unnecessarily loud operation of any audio, audio/video, computing, gaming, amplification, or other powered device, machine, tool, musical instrument, wind chime, or similar item, excepting

reasonable use of tools, machinery and equipment used in making an approved alteration of a strata lot;

- (b) was caused by a raised voice or unnecessary impact;
- (c) was recurring, sustained or unnecessarily loud;
- (d) was audible in two or more strata lots other than the one from which the noise originated;
- (e) was caused by activities which themselves breached other legal restrictions, bylaws or rules of the Strata Corporation;
- (f) was caused by activities which are inconsistent with the character of a reasonably quiet multi-family residential development;
- (g) appears to have been deliberately intended to disturb others; and/or
- (h) occurred after previous complaints or warnings were supplied to the owner of the strata lot in question.

(5) Owners are responsible to ensure that their tenants, co-occupants, agents, employees, guests, visitors, pets and invitees comply with all applicable bylaws and rules.

(6) An owner, tenant, occupant or visitor must not prop or hold open common exterior doors unattended for any reason, except when in use and being directly and visibly monitored in person, to deter unauthorized access to the building.

(7) An owner, tenant, occupant or visitor must not drop, throw, hang or suspend anything from windows, doors, decks, railings or any portion of common property, including limited common property.

(8) Anything affixed to the exterior of a building, or to common property or limited common property constitutes an alteration, subject to bylaw 5 and/or 6 and 6.1.

(9) Signs, notices, flags, advertising and similar items may not be placed or displayed from within a strata lot or the common property, including limited common property without the prior written approval of the Strata Council, except that the following signs are permitted without such approval:

- (a) Election signs displayed from within a strata lot,
- (b) Standard "For Sale" and/or "Open House" signs related to an offering of a strata lot within the Strata Plan for sale, only if displayed in a designated area, or within the strata lot. The Strata Council may designate one or more areas for the display of such signs on common property from time to time by passing a rule.
- (c) Signs posted at the direction of the Strata Council.

(10) Nothing may be used, stored, placed or kept within a strata lot or on common property, including limited common property, in such a manner that it creates a fire hazard, an eyesore, an unreasonable risk of injury or damage to property, or interferes with coverage by any insurance policy held by the Strata Corporation.

(11) Nothing may be left or stored within common property which has not been designated as limited common property except at the direction of, or with the prior written permission of the Strata Council.

(12) Except by direction of the Strata Council, no person may unreasonably obstruct any common property portion of the strata plan intended for passage of people or vehicles, except for limited common property designated for their exclusive use.

(13) An Owner may not allow waste, refuse or debris to accumulate within their strata lot, nor shall any person deposit waste, refuse or debris on common property, including limited common property. Sanitary and timely disposal of household garbage and other refuse is the responsibility of each strata lot owner, tenant or occupant. Household garbage must be placed only in designated receptacles. Any other type of refuse must be removed from the property by the owner for timely and proper disposal. No indoor or outdoor burning or improvised disposal of garbage, scrap wood, or any other waste material is permitted.

(14) Each owner is responsible to ensure that their strata lot is at all times outfitted with a properly functioning smoke detector with an audible alarm. Owners must test smoke detectors annually and must replace them after 10 years of service. The Strata Corporation may conduct periodic testing of smoke detectors. Owners who do not provide access to their strata lot when the annual inspection and testing is scheduled may be required to reimburse the Strata Corporation for any re-inspection costs. An owner, tenant or occupant shall not disable, disconnect, cover or otherwise interfere with fire detection or suppression equipment or alarm systems which are part of original construction, or are located within common property.

(15) Outdoor Barbecues and other cooking appliances and canisters or tanks of propane, kerosene, charcoal or similar fuels used in such appliances are not permitted to be stored or used within the bounds of the strata plan, except that natural gas, propane or electric grills may be kept and/or operated on a balcony, patio or deck on the condition that such operation is in strict compliance with the appliance manufacturer's recommendations and instructions, the appliance is under direct observation of the at all times while it is lit or in operation, and that the appliance is not within 100 centimetres of any exterior wall during operation, or while hot. No extra fuel tanks may be stored within the bounds of the strata plan. All gas and propane valves must be correctly closed when such appliances are not in present use.

(a) The following additional conditions are imposed pursuant to the recommendations of the Strata Corporation's insurer:

- i. Use of any wood, pellet, oil or charcoal burning appliance on balconies, patios or in any area adjacent to combustible construction or combustible building cladding is prohibited. This includes scented oil burners, smudge burners, tiki torches, cast iron/clay or any other type of

open bottom chimineas (regardless of size) as well as smokers or charcoal grills (including Big Green Egg style).

- ii. Any open flame propane or natural gas appliance must be CSA listed for testing and approvals.
- iii. Any device must be used in accordance with that CSA listing with regards to separation distance from buildings or other hazards. For most appliances this requires use a horizontal distance from the building and prohibits use on balconies or patios with overhanging building features.
- iv. BBQ use must also conform to these requirements with adequate separation distance. Grills must be cleaned regularly to eliminate the smoking and potential for grease fires.

(16) Owners must routinely inspect their strata lot gas lines, and report to the Strata Council any damage to gas lines or outlets. Any odour of gas or other indications of any gas leak must be immediately reported to appropriate authorities and to the Strata Council.

(17) Each strata lot is to be used only as a residence for a number of people which complies with all legal requirements, and which is safe, sanitary and does not cause a disturbance pursuant to these bylaws.

(18) No commercial, professional or business activities are permitted within a residential strata lot or on common property, except for the production of art, crafts, or professional activity which is not apparent from outside of the strata lot, and does not significantly increase vehicle or pedestrian traffic within the development. Nothing in this bylaw shall be construed to prevent the authorized rental of a strata lot, cleaning or other services provided to a strata lot owner or to the Strata Corporation, or activities which are normally incidental to typical residential use.

(19) No laundry, clothes or linens shall be hung to air or dry out of doors, and no clothes line or similar structure shall be erected or used within common property, including limited common property, or within a strata lot in a manner visible from outside of the strata lot.

(20) Smoking is not permitted:

- (a) Anywhere within enclosed or partially enclosed portions of common property,
- (b) Within common property buildings,
- (c) Within 6 meters of common property windows, doors or air intakes,
- (d) Within vehicles which are a common asset,
- (e) In the Pool (including the Pool Area as defined herein),
- (f) In or adjacent to the Marina,
- (g) Within the central courtyard,
- (h) On balconies or patios, and/or
- (i) Within the underground parking garage.

Owners and tenants must not permit smoke of any kind to emanate from their strata lots. Under this bylaw, smoking shall mean; the intentional consumption of tobacco, marijuana or any other substance by smoke or vapor inhalation, or similar form of consumption; but not including lawful consumption of commercial prescription or over-the-counter pharmaceuticals by inhaler or similar mechanism.

(21) No person may install or use any glass wall or window coverings or security bars, grills or other items in or on their strata lot which are visible from the outside of the building other than i) consumer or custom roller blinds which must be of complimentary building standard design and colouring, and ii) consumer purpose-built security bars which must be of complimentary building standard design and colouring. Any such installation of permitted window coverings and/or security bars constitute alterations requiring the specific prior written approval of the Strata Council. Improvised window coverings or security bars are not permitted.

(22) No person may allow any item to enter the drainage or sewerage systems other than fluids and materials which each of those systems were specifically designed to handle. Without limiting the generality of the foregoing, no oil, grease, corrosive substance, absorbent material, coffee grounds, egg shells, corn husks, "flushable" wipes, tampons, feminine napkins or other substance or object with the potential to cause a blockage or leak may be disposed of down sink, tub or shower drains or toilets.

(23) Nothing may be displayed or stored on common property or within a strata lot in such a manner that it is visible from outside of the strata lot which is considered to be offensive or unsuitable for an all-ages community.

(24) The use of bicycles, skateboards, roller blades, roller skates, recreational scooters and similar items is not permitted in or on common areas, or within a strata lot, except those children under the age of 12 years old are permitted to use scooters, tricycles and/or push toys within the courtyard; in a quiet and careful manner, under direct supervision of an adult. Bicycles may only be stored in bike racks provided for that purpose or within an owner's assigned storage locker.

(25) Subject to approval granted pursuant to bylaw 6(3), owners, tenants, and occupants must keep exterior portions of any strata lot or of common property, including limited common property which they use or of which they have exclusive use, clean and tidy and must not display, affix or erect fixtures, poles, racks, storage sheds or similar structures permanently or temporarily within balconies, patios or decks, whether they are part of the strata lot, or common property, limited common property, or land that is a common asset, except as specifically permitted by these bylaws, and with the required approval. Despite the foregoing, no items shall be kept unattended on balconies, patios or decks except that the placing of the following items on the limited common property balconies, patios and decks shall be permitted without any

requirement for specific permission or approval subject to the general requirement that these items be kept clean, in good order and in good repair:

- (a) Reasonable unaffixed purpose designed patio furniture and accessories,
- (b) One safely secured, but unaffixed shade umbrella, and/or
- (c) One barbeque kept in accordance with the bylaw dealing with barbeques.

(26) No waterbed, aquarium or other furniture, equipment or household items that are filled or pressurized with water or other liquids may be brought or kept within the bounds of the strata plan. This bylaw shall not apply to properly plumbed appliances, potable water containers or medical devices kept with a valid prescription or doctor's note.

Move In / Move Out

(27) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act, a non-refundable user fee in the amount of \$100 (or such other amount as set out in a ratified rule from time to time) must be paid to the Strata Corporation for the use of the common property for the delivery or movement of furniture, large appliances and/or personal effects related to a change in occupancy or residency if those personal effects span more than three containers or total more than 300 liters in volume, or movement of construction tools, materials and/or debris related to an alteration; through common property doors, corridors, stairways or elevator, to or from a strata lot. It is the responsibility of the owner of the strata lot to pay the user fee. The user fee does not entitle the user to cause damage, or require cleaning, and doesn't limit any claim by the Strata Corporation for work arising from neglect or misuse.

(28) In addition, such use must be subject to the following conditions:

- (a) The user must notify the strata manager no less than 48 hours prior to the use and pay the user fee at that time.
- (b) The elevator service key must be used for moves to floors above the first floor. There is an additional \$50 user fee for the use of the elevator key which is refundable upon return of the elevator key.
- (c) Elevator doors must not be kept open, except with the use of the elevator service key.
- (d) The use of elevator pads and drop cloths is required.
- (e) Other residents must be extended priority of use of common property, including the elevator.
- (f) The use is restricted to the hours of 8am to 8pm, except Sundays and Holidays when use shall be restricted to the hours of 8am to 6pm.
- (g) The user is responsible to ensure that adequate care is taken, including the use of adequate protective drop cloths and padding to prevent any damage to the common property.
- (h) Access doors to the building exterior must be supervised during use, and must not be propped open when not in use.

- (i) Items in transit between the building exterior and a strata lot must not impede passage into or through the common property. Such items may not be allowed to accumulate or otherwise remain within the common property except while personally attended while in transit.
- (j) The common property must be left clean and clear, and any interior common property used for this purpose must be vacuumed after use, and on a daily basis if use is ongoing.

Common Facilities

(29) The common facilities including the outdoor pool, hot tub, change rooms, courtyard, common roof top decks, waterfront green area and marina are available for use by all strata lot owners, tenants, occupants, as well as their family members and their accompanied guests, subject to the following bylaw provisions and the rules established from time to time by the Strata Council.

(30) Restriction on Use of Facilities:

Only overnight residents and overnight occupants of a strata lot (and their guests when in the immediate company of an overnight resident or overnight occupant) may make use of common facilities, assets, and amenities, including specifically the swimming pool, hot tub, and boat slips.

Owners may not circumvent this bylaw by accepting a sub-assignment of rights from other owners, when their strata lot is rented and not available for their own use.

(31) It is the responsibility of each person within the development to ensure that common facilities are safe to use before making any use of them, to report any injury, accident, maintenance or safety issue immediately to a representative of the Strata Corporation, and to provide a further full written summary within 24 hours if any injury or damage to property was observed.

(32) Any use of common facilities is at the sole risk of the user, who assumes all risks including but not limited to; death, injury, damage to persons, damage to or loss of personal property; and indemnifies the Strata Corporation, its members, agents and employees for all liability as a condition of use.

(33) Without limiting the foregoing, the Strata Corporation is not liable for any accident, injury or death resulting from the use of any common facility, by owners or their tenants, co-occupants, family members, guests, employees, agents, contractors, invitees or any other person.

(34) Anyone using the common facilities who engages in reckless, hazardous, destructive, or potentially hazardous or destructive activities, or who continue to breach

a bylaw after receiving a verbal warning from a representative of the Strata Corporation must leave the common facility immediately.

(35) A duly authorized representative of the Strata Corporation may temporarily close or restrict use of any common facility if the common facility is being used in an unsafe, destructive or disruptive manner, if the common facility requires maintenance or cleaning, or if the common facility is required for a function organized or approved by the Strata Council.

Swimming Pool and Hot Tub

(36) For the purpose of this bylaw, 'Pool' shall include, as appropriate, the swimming pool, any additional water features including the hot tub, associated facilities and the fenced area around the swimming pool, water features and associated facilities.

(37) The use of the Pool is restricted as follows:

- (a) the Pool is only for use by owners, residents, tenants as well as their family members and accompanied guests.
- (b) Owners, tenants and residents are responsible for all actions and conduct of their guests and invitees, including ensuring that their guests and invitees comply with the bylaws generally, and this specific bylaw governing use of the Pool.
- (c) Guests and invitees must be accompanied by an owner, tenant or resident at all times while within the Pool.
- (d) Only toys and flotation devices designed for pool use are permitted within the swimming pool, subject to the following additional restrictions:
 - i. No large toys will be permitted in the Pool.
 - ii. Foam noodles are to be used for buoyancy only.
 - iii. No air mattresses or inflated toys are permitted with the exception of water wings or similar small flotation devices for safety.
 - iv. Fins and snorkels are not permitted.
 - v. No more than four such items per swimmer are allowed.
 - vi. No toys or personal possessions may be left unattended within the Pool or floating within the swimming pool when not in present use.
- (e) No glass or ceramic containers are allowed in the Pool. Food and beverages must not be brought within 1 meter of the swimming pool.
- (f) The Pool is to be used for relaxation, wading, swimming and no-contact water activities which do not disturb other users. Notwithstanding the generality of the foregoing, the following specific activities are prohibited:
 - i. Running, jumping, pushing, diving and rough play.
 - ii. Use of profanity or offensive language.
 - iii. Any activity which disturbs other users of the Pool or other portions of the common property, or occupants of strata lots.
 - iv. Salacious or lewd physical contact or activity by any person, or sexual activity of any kind.

- (g) No private pool parties are allowed, and at no time shall more than nine owners, tenants, residents, guests and/or invitees from a single strata lot be within the Pool.
 - (h) No smoking is permitted in the Pool.
 - (i) No chemicals, shampoo or soaps are to be used in the Pool, except as directed by Council for pool maintenance.
 - (j) No personal grooming of any kind is permitted, including without restriction, shaving or hair removal, nail trimming or maintenance, and/or application of makeup.
 - (k) Persons with medical conditions or sensitivities must not enter the Pool without medical clearance from their physician.
 - (l) At no time is any musical instrument, playback system or amplification system to be used within the Pool, except:
 - i. with headphones in a manner which is safe and does not cause a disturbance, or
 - ii. quietly with the consent of all present.
- (38) Age Restrictions:
- (a) Infants and toddlers who are not fully toilet trained are not allowed in the Pool without an appropriate swim diaper.
 - (b) 12-18 year olds residing in the complex are limited to a maximum of 2 guests when not accompanied by an adult.
 - (c) Children under 12 years of age must be accompanied by an adult at all times.
 - (d) Only users over the age of 18 are permitted to use the Pool between 10:00pm and 11:00 pm daily.
- (39) Parents or guardians are exclusively responsible to accompany and supervise their children within the Pool, and to ensure that their children do not enter the Pool without their permission or without such supervision as the Parent or Guardian deems appropriate for the swimming proficiency of the child, and complies with the bylaws.
- (40) Appropriate swim attire is required. Cut-offs, jeans and other street clothes are not allowed in the Pool. Nudity which would not be permitted in public streets is not permitted within the Pool. Footwear must be worn when entering or leaving the Pool area.
- (41) All swimmers must shower immediately before entering the swimming pool or hot tub, and dry themselves before leaving the Pool area.
- (42) Elimination of human bodily fluids or waste is prohibited within the Pool including but not limited to urination, spitting, and blowing the nose.
- (43) Persons having skin lesions, sores or infected eyes, mouth, nose or ear discharges, or who carry any communicable disease shall not enter or use the Pool.

- (44) Pool use will be limited to a maximum of 40 people.
- (45) Any person using the pool must ensure that they have the necessary skill, and use the Pool safely within their capabilities.
- (46) The Strata Corporation is under no obligation to provide a Lifeguard, and does not routinely provide any supervision of the Pool.
- (47) Any use of the Pool is at the sole risk of the user, who assumes all risks including but not limited to; death, injury, damage to persons, damage to or loss of personal property; and indemnifies the Strata Corporation, its members, agents and employees for all liability as a condition of use.
- (48) Without limiting the foregoing, the Strata Corporation is not liable for any accident, injury or death whatsoever resulting from the use of the Pool, by owners, tenants, co-occupants, family members, guests, employees, agents, contractors, invitees or any other person.
- (49) Entry into and/or use of the Pool in a state of impairment due to drug or alcohol use is prohibited.
- (50) No animals are permitted inside the Pool, as defined to include the entire pool area.
- (51) Hours of operation are as determined by the Strata Council in a rule, as amended from time to time, and use of the Pool outside of those times is prohibited. The hot tub is subject to the same time restrictions except that adults may use the hot tub until 11:59pm, or such earlier time established in a rule. The Strata Council may post and/or modify signage to reflect the current rule.
- (52) Seasonal and other closures of the Pool shall be determined by the Strata Council in its sole discretion, and published from time to time in the minutes of Council Meetings. The Strata Council reserves the right to close the Pool due to maintenance or safety issues with or without notice, compensation or refund of any kind, and to post signage denying access to the Pool as determined in the sole discretion of the Strata Council. No guarantee with respect to availability of the Pool is implied or provided.
- (53) The Council may post such signage as it considers necessary to advise of the Bylaws and Rules applicable to the use of the Pool, which shall not restrict the applicability of other Bylaws and Rules which are not posted.
- (54) Notwithstanding this bylaw, the Strata Council may pass additional rules governing the use of the Pool.

Marina

(55) Any use of the boat moorage and/or boat launch or associated facilities are at the sole risk of the user, who assumes all risks including but not limited to; death, injury, damage to persons, damage to or loss of personal property; and indemnifies the Strata Corporation, its members, agents and employees for all liability as a condition of use. Without limiting the generality of the foregoing:

- (a) Parents or guardians are exclusively responsible to accompany and supervise their children within those facilities, and to ensure that their children do not enter without their permission or without such supervision as the Parent or Guardian deems appropriate, and complies with the bylaws.
- (b) All boats moored at the marina are moored at the owner's risk, and the Strata Corporation shall not be responsible for any loss sustained to and by any boat.
- (c) The Strata Corporation is not liable for any accident, injury or death whatsoever resulting from the use of the boat moorage or launch facilities, by owners, tenants, co-occupants, family members, guests, employees, agents, contractors or invitees.
- (d) It is the responsibility of each user of the boat moorage and launch facilities to ensure that they are safe to use, to periodically inspect their boat and slip, to report any injury, accident, maintenance or safety issue immediately to a representative of the Strata Corporation, and to provide a further full written summary within 24 hours if any injury or damage to property was observed.
- (e) Access to boat slips or a vessel moored therein is not guaranteed, and the Strata Council may close all or part of the Marina for maintenance, or for any other reason. Temporary closures shall not justify any refund of a user fee, and no closure shall result in any claim against the Strata Corporation for lost access, use or any other damages whatsoever.
- (f) Notwithstanding any provision of the bylaw, the Strata Corporation shall not have any obligation to enforce the rights of an owner to use a specific boat slip, and that enforcement shall be the responsibility of the owner.

(56) All users must comply with the terms and conditions of the Exclusive Use Agreement and any Boat Slip Assumption Agreement, and any use is subject to the following additional conditions:

- (a) Nothing may be done in or around the Marina that breaches the terms of the License of Occupation or any law relating to boating or moorage.
- (b) Each boat owner is responsible for safe mooring of the owner's boat using proper lines and best practices to strictly avoid damage to the facilities or other vessels or users. Moorage lines shall be a minimum of 3/8 inch power braided nylon in good condition with shock absorbing bow and stern lines.
- (c) All boats approaching, leaving or otherwise using the docking areas shall do so in a cautious and proficient manner. Boats must be operated at "dead slow" or minimum underway speed while in the confines of the marina, and with

absolute care to avoid any damage or injury whatsoever. Boat operators must be licensed as required for the boat.

- (d) Boat Slips are only for the purpose of docking a single boat, vessel, personal watercraft or similar aquatic vehicle and for no other purpose. Boat size shall not impede access to the adjacent docks or the waterways. Max beam (width) of any boat is 108 inches.
- (e) No person may use those portions of the dock adjacent to the Boat Slip for any purpose other than to gain access to and from a boat slip and any vessel located therein.
- (f) There shall be no swimming, water skiing, wake-boarding, or towing of tubes or similar devices from the dock or boat slips.
- (g) Fuelling, maintenance or repair activities including but not limited to hull cleaning, engine and hydraulic repairs, hull scraping, and painting are all prohibited within the Marina.
- (h) Overboard or other discharge of trash, human or animal waste, fuel or lubricants from vessels or docks is prohibited. Each user must remove and properly dispose of any waste or garbage they, their boat or their invitees produce.
- (i) Every boat brought within the Marina must be insured with third party liability coverage of at least \$2,000,000.00. Motorized boats must have a spillage rider.

(57) To ensure that the Strata Council is able to track that the Marina is being used in accordance with these bylaws, every person assigned the use of a boat slip is required to notify the Strata Council of each boat being moored in a boat slip, prior to first mooring that boat in a boat slip. Notice under this bylaw shall be accomplished by sending a clear photograph or full description of the boat along with the boat owner's name and phone number, the boat slip number and the boat license number and proof of insurance to an email address provided for that purpose by the Strata Corporation.

(58) Boats which by law do not require a vessel or pleasure craft license or an operator's license are exempt from the requirements in relation to those licenses as stated in these bylaws.

(59) The Strata Council has the right to have a contractor remove a boat from the Marina and take it to a storage facility for storage, all at that boat owner's expense under the following circumstances:

- (a) The boat is improperly secured, unsecured or breaks loose from moorage,
- (b) The boat is leaking oil, fuel or other fluids, or appears to be causing environmental damage,
- (c) The boat is taking on water, or is presenting a safety hazard, or appears to be at risk of causing damage to the Marina, boat slip, any boat, or other property,
- (d) The boat is obstructing access to the Marina or any other boat slip,
- (e) The boat is over-sized, or moored in contravention of the bylaws,
- (f) The boat is tied, moored or left outside of any boat slip which the boat owner has the right to use,

(g) The boat hasn't been properly registered with the Strata Council and the assignee of the boat slip hasn't responded promptly to contact attempts,

(h) The boat requires a license, but doesn't display a license number as required.

The Strata Corporation must make reasonable attempts to immediately notify the boat slip assignee and boat owner (if known) of the removal or intended removal of a boat pursuant to this section, and provide reasonable advance written notice where feasible.

(60) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act, a user fee in the amount of \$150 must be paid to the Strata Corporation when an owner transfers their Exclusive Use Agreement for a boat slip to another owner. It is the responsibility of the owner of the strata lot who is transferring their EUA to pay the user fee. The user fee must be paid before the transfer is completed.

(61) Restriction on Overnight Occupancy of Moored Watercraft

Notwithstanding any other provision of the bylaws:

(a) No person may occupy a moored watercraft of any description overnight, or as sleeping accommodations, and

(b) No person may leave a watercraft or devices related to watercraft connected to shore power overnight without prior written permission from the strata council.

Housekeeping Storage Room or HSR's

(62) The Strata Council shall determine and keep a record of all storage unit assignments.

(63) Housekeeping Storage Rooms may be assigned to owners or residents as extra storage space on a renewable one-year term, subject to availability. A waiting list will be established and administered by the Strata Council. Requests for storage units shall be made to the Strata Council, in writing.

(64) Use of Housekeeping Storage Rooms are subject to a yearly user fee for the large and small storage rooms of \$600 and \$300 per year respectively, or such other amount as set in a Rule passed by the Strata Council from time to time and duly ratified. User fees are payable in an annual lump sum payment due on June 1st each year.

A user who does not pay the required user fee to the Strata Corporation within thirty days of it being due forfeits all rights to use of their additional storage unit. Assignment of an additional storage unit ends automatically when the strata lot to which it is assigned is conveyed to a new owner and/or when the resident user vacates the strata lot. No more than one HSR may be assigned per strata lot.

(65) A user may inform the Strata Council of their intention to surrender their assigned HSR at the end of the current month or a specified future month, in which case

a pro-rated refund of any user fee paid in advance will be provided for any full calendar months subsequent to the date of surrender.

(66) Owners may not sublet, sub-assign or otherwise transfer assigned storage units, except that an owner may designate an assigned HSR for the use of their rental manager if desired.

(67) Persons using HSR's do so at their own sole risk. The Strata Corporation shall not be liable for any theft, injury, loss or damage related to the assignment and use of storage lockers and users must waive all liability of the Strata Corporation as a condition of assignment and use.

(68) Dangerous items or materials, detached tires, and containers of fuel, paints, caustic liquids, volatile chemicals, pressurized materials and/or accelerants may not be stored in the storage units. Operating any heating or cooling appliance or similar device within a storage unit is strictly prohibited. A user of an assigned storage unit must not permit the space to become untidy, and must not permit damage to the storage unit and must not permit any leaked fluids or debris to be deposited or to remain within the assigned storage unit from any source whatsoever.

(69) No person may allow personal property or fixtures to encroach upon an eighteen inch perimeter around the ceilings and/or sprinkler heads in their storage units. The Strata Corporation may conduct periodic inspection of storage units to ensure compliance with this bylaw.

(70) Any Housekeeping Storage Room not assigned to an owner may be assigned and rented to a third-party rental management firm on negotiated rental rates for a one-year term, or used by the Strata Corporation for storage purposes.

Pets

3.1

(1) No person may have any pet or other live animal within a strata lot, on common property, limited common property, or on land that is a common asset other than as permitted in up to two of the following provisions:

- (a) up to 4 small caged mammals, excluding rats or mice;
- (b) up to 2 caged birds; and/or
- (c) one dog subject to the restrictions set out in (2), below, or one cat.

For greater clarity, the pet limits indicate the maximum number of pets of each type per strata lot, and no other animals are permitted.

(2) For the purposes of this bylaw, dogs occupying or visiting a strata lot must not be of breeds which are known to normally exceed 10kg in total weight at adulthood. Dogs must be licensed in accordance with any applicable municipal or regional district requirements as amended from time to time.

(3) A pet which is otherwise permitted within the bounds of the strata plan is only allowed on common property, including limited common property, subject to the following conditions:

- (a) The pet is securely leashed or properly secured within an appropriate container;
- (b) The pet is under the control of a responsible owner, tenant, occupant or visitor at all times when on common property;
- (c) The responsible pet owner, tenant, occupant or visitor must make reasonable efforts to train and encourage their pet not to urinate or defecate on common property;
- (d) The responsible owners, tenant, occupant or visitor must immediately clean up after the pet;
- (e) The responsible owner, tenant, occupant or visitor must ensure that the pet does not create a nuisance or disturbance; and
- (f) The responsible owner, tenant, occupant or visitor must ensure that the pet does not enter uninvited within a strata lot or the limited common property of another owner.

(4) It is the responsibility of each strata lot owner to ensure that the pets belonging to the owner or their co-occupants, tenants, agents, invitees, guests and/or visitors shall not cause a nuisance to any resident, injury, death or damage to any strata lot, common property, or personal property. The strata lot owner must fully indemnify the Strata Corporation for any liability incurred as a result of the pet's presence within the bounds of the strata plan, including the Strata Corporation's legal costs on a "solicitor and own client" basis.

(5) If the Strata Council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Strata Property Act. At the end of the hearing, the Strata Council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

(6) Notwithstanding the foregoing, it is not the purpose of this bylaw to encourage or compel any person to disrupt the natural movement or inhabitation of outdoor portions of the strata plan by wild animals, however no owner, tenant or occupant may feed birds or other wild animals from any part of the strata plan, or otherwise encourage or discourage their presence - except as permitted by law and with the written permission of the Strata Council.

(7) Pets brought or kept within the bounds of the strata plan must not be neglected or mistreated and must be kept in reasonably good health, including being provided timely vaccinations if and as recommended by a veterinarian or as required by law.

(8) Nothing in this bylaw shall prevent an owner or resident from keeping a properly trained animal which is prescribed by a physician and approved by the Strata Council in writing to assist an owner or resident with a disability. Such an animal and its owner must comply with the provisions of the bylaws, except to the minimum extent that the animal and owner need to be exempted to enable the animal to assist the owner or resident as directed by the physician.

Parking

3.2

(1) Owners, tenants, occupants and visitors may only drive and park vehicles within the bounds of the Strata Plan in compliance with the provisions of this bylaw.

(2) All vehicles within the bounds of the Strata Plan must be properly licensed and insured for travel on public roads, or if stored, insured for storage with at least 2 million dollars of third-party liability coverage. Proof of insurance must be provided on request of the Strata Council.

(3) Common property parking spaces which have not been assigned as limited common property may be assigned for the exclusive use of a strata lot on a one-year term which renews automatically unless terminated by the owner of the strata lot or by the Strata Corporation. Such assignment shall be subject to a user fee of \$50 per month payable in advance for each year, and shall terminate immediately on failure to pay the required user fee.

(4) Parking spaces may not be rented, leased, licensed or sub-assigned to non-residents. Residents must only park in parking spaces assigned to them except where two owners agree to swap spaces. Residents must provide the Strata Council with the license plate numbers of vehicles that occupy stalls assigned to their use. Notwithstanding any provision of the bylaw, the Strata Corporation shall not have any obligation to enforce the rights of an owner to use a specific parking space, and that enforcement shall be the responsibility of the owner.

(5) No vehicle may enter, traverse or park upon any part of common property not specifically designated for the purpose.

(6) Notwithstanding any other provision of this bylaw, driving and/or parking within the bounds of the strata plan must not:

- (a) Violate the laws of British Columbia with respect to public roads.
- (b) Exceed 10 kilometres per hour.
- (c) Impede the flow of traffic.
- (d) Obstruct walkways, common property or municipal roads, fire lanes garages, or parking assigned to other strata lots.
- (e) Cause a hazard to persons or property.

(7) Designated parking areas within common property may only be used for the parking of passenger vehicles, and may not be used for the storage of any other items.

(8) No washing, refuelling, lubrication or servicing of motor vehicles, or mechanical repairs may be performed within the bounds of the strata plan. Notwithstanding the foregoing, emergency refuelling by tow company personnel is permitted.

(9) Motor vehicles must be maintained in such a manner that they do not leak fluids. Any spill or leak must be cleaned up by the owner of the vehicle immediately. If an owner fails to remediate any necessary clean up within 10 days of having been found to have contravened this bylaw, and receiving a written request from the Strata Council to correct the bylaw breach, the Strata Corporation may arrange for cleanup and/or repairs to the common property, the costs of which shall be charged back to any owner or tenant responsible for the cause of the cleanup and/or repairs.

(10) Visitors' Vehicles

- (a) Visitor's vehicles which are not parked in an owner's assigned parking space, must be parked in a designated visitor parking area as designated by the Strata Council from time to time in the underground parking area or the surface parking lot, and otherwise must park outside the bounds of the strata plan.
- (b) It is the responsibility of owners, tenants and occupants to ensure that their visitors' vehicles parked in any visitor parking area overnight display a clearly visible parking pass.
- (c) No more than one visitor parking pass per strata lot will be issued, and lost parking passes are subject to a \$100 replacement fee.
- (d) Residents must not park in visitor parking spaces.
- (e) Visitors' vehicles parked in any visitor parking space may not be parked longer than continuous 72 hours without prior written permission from the Strata Council.
- (f) Further to subsection (7), above, visitor parking is not be used for vehicle storage, marketing or any other purpose.

(11) Vehicles occupying parking spaces shall not be longer than 19ft 4in (including accessories or hitches) and no higher than 8ft. A motorcycle may be parked with a passenger vehicle as long as they don't collectively exceed the maximum space.

(12) Vehicle operation and parking is at the sole risk of the vehicle owner, and the Strata Corporation makes no representation with respect to safety of the vehicle, passengers or contents. The Strata Corporation shall not be liable for any theft or other injury, loss or damage related to the operation or parking of a vehicle within the bounds of the strata plan.

(13) Any Strata Council member may order that any vehicle parked within the bounds of the strata plan in apparent contravention of the bylaws be towed at the vehicle owner's expense, if the immediate removal of the vehicle is required to restore access to public roads or lanes, any strata lot or any portion of the common property including other parking spaces or areas, or to ensure safety or prevent significant loss or damage. This bylaw shall not restrict the Strata Corporation from towing a vehicle after any other finding of a bylaw contravention relating to parking.

Rental Restriction

3.3

- (1) The rental of strata lots within the strata plan is not restricted by bylaw.
- (2) Owners are responsible to be in compliance with any City of Vernon Bylaws relating to occupancy or rental that apply to their strata lot, and are responsible to inform themselves with respect to any bylaws, covenants, commitments and/or other legal restrictions on title or otherwise which may govern or restrict occupancy or rentals. The Strata Corporation accepts no responsibility for enforcement of such restrictions, and takes no position with respect to the validity, enforceability or proper scope of such restrictions with respect to individual owners. Owners should obtain independent legal advice with respect to whether or not those restrictions are valid and apply to their unit.
- (3) Any landlord or owner renting all or part of a strata lot within the development must comply with all legal requirements, including sections 146(1) and 146(2) of the *Strata Property Act* as amended from time to time, and must provide a properly signed Form K – Notice of Tenant's Responsibilities to the Strata Corporation in the prescribed form within the time frame stipulated by law.

Age Restriction

3.4

- (1) The age of occupants is not restricted.

Inform Strata Corporation

4

- (1) Within 2 weeks of becoming an owner or tenant, that person must inform the Strata Corporation in writing of their name, strata lot number, telephone number and mailing address outside the strata plan, if any. In the case of a person becoming an owner as defined under the *Strata Property Act*, the person must include a copy of a land title office search and such other documents which confirm that the person is an owner as defined in section 1 of the *Strata Property Act*.

(2) An owner must advise the Strata Corporation in writing of any legal change to their name, changes to previously provided contact information, and any change to the current emergency contact information provided pursuant to bylaw 7(3) within 2 weeks of any such changes.

(3) Any person within the bounds of the strata plan must disclose their name and the strata lot they are attending, if asked by security personnel appointed by the Strata Council.

Obtain approval before altering a strata lot

5

(1) An owner must obtain the written approval of the Strata Council before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) installation of antennas, satellite dishes, and/or supplementary heating systems or air conditioning devices;
- (g) common property located within the boundaries of a strata lot;
- (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Strata Property Act;
- (i) water or other utility or service shut-off or disruption impacting other strata lots;
- (j) wiring, plumbing, piping, plumbing fixtures (toilet, bathtub, wash basin), heating and other similar services; and
- (k) an increase or decrease to the habitable area of a strata lot.

(2) Except for the replacement of wall to wall carpeting with wall-to-wall carpeting, the written approval of the Strata Council must be obtained prior to the installation of any other flooring material. Changes to flooring materials will be considered by the Strata Council on the basis of whether, in the reasonable opinion of the Strata Council, they will minimize the transmission of noise to other strata lots in the building. In considering whether to grant approval, the Strata Council may establish policies and consider recommendations received from any expert retained by the Strata Corporation. Approval may be deferred or refused until the Strata Council is satisfied that they have received adequate guidance and a policy has been established and distributed to the ownership.

(3) Without limiting the generality of bylaw 5(2), no strata lot will be approved to install any flooring other than carpet and high-quality underlayment, except within kitchens, bathrooms and originally tiled entrance ways. Ground floor strata lots are exempted from this restriction.

Obtain approval before altering common property

6

- (1) An owner must obtain the written approval of the Strata Council before making an alteration to common property, including limited common property, or common assets.
- (2) Any alteration to common property which constitutes a significant change to the use or appearance of common property will also require the approval of the owners by $\frac{3}{4}$ vote resolution pursuant to section 71 of the Strata Property Act.
- (3) No heater, air conditioner, appliance, light fixture, shade, awning, canopy, screen, sunscreen, antennae, satellite dish, decoration, greenhouse, hot tub, shed, locker, or enclosure, shall be hung, attached or placed on the common property, or hung, attached or affixed on or within limited common property without the prior written permission of the Strata Council.
- (4) No trees, hedges, shrubs or other plants may be planted on common property, including limited common property except with prior written permission of the Strata Council. Plantings which interfere with lawn maintenance, snow clearing, traffic flow or the general aesthetics of the Strata Plan will not be permitted.
- (5) No-one may damage, destroy, remove or otherwise interfere with the growth or maintenance of trees, shrubs, lawns or other plants situated on common property, including limited common property, except with the properly delegated authority of the Strata Council, or with the prior written consent of the Strata Council.

Approval of Alterations

6.1

- (1) Any alteration to a strata lot or to common property that has not received the required prior written approval of the Strata Council must be removed at the owner's expense if the Strata Council orders that the alteration be removed.
- (2) An owner seeking approval of any alteration to a strata lot pursuant to bylaw 5 or to common property pursuant to bylaw 6 must provide the Strata Council with comprehensive details of the proposed alteration. The owner must provide additional documentation requested by the Strata Council including sketch plans, an engineering report, or such other documentation as may be reasonably required.
- (3) The Strata Council must not unreasonably withhold its approval of alterations to any strata lot which do not include any alterations to common property pursuant to bylaw 5(1).

(4) The owner will be responsible to obtain any required municipal permits prior to commencing the work, and obtaining any such required permits is a condition of the Strata Council's approval. Copies of such permits must be provided to the Strata Council within seven days of the permits being granted.

(5) The owner must ensure that work done complies with the current provisions of the BC Building Code, municipal bylaws and other applicable regulations, as amended from time to time.

(6) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, must – as a condition of approval - agree to be responsible for all costs, damages and/or liabilities relating to:

- (a) the maintenance, repair, replacement and ultimate removal of the alterations,
- (b) remedying the effects of rain and weathering, staining, and discoloration on the alterations and/or environmental damage or contamination,
- (c) insuring the alterations,
- (d) remedying any adverse effects on adjacent strata lots, common property or adjacent land parcels,
- (e) Any liability arising from the installation, use, misuse, or any deficiency or neglect of the alteration, including the Strata Corporation's legal expenses on a "solicitor and own client" basis.

(7) Owners who seek to undertake alterations in accordance with these bylaws may be required by the Strata Council to sign an agreement setting out additional conditions of approval, and requiring the applicant to assume all responsibility for the full costs related to the alterations, including but not limited to resulting costs related to maintenance, repair, replacement, ultimate removal, insurance, damage and/or liability. Proof of insurance must be provided on request of the Strata Council. If required by the Strata Council, the agreement may be prepared by the Strata Corporation's solicitor at the expense of the owner. The agreement will be prepared in a form which can be registered in the Land Title Office if Strata Council specifies that requirement. Whether registered or not, such agreements shall be binding upon subsequent purchasers and owners must notify subsequent purchasers of any such agreement with respect to their strata lot. The Strata Corporation must keep a copy of all such agreements indefinitely.

(8) The Strata Council may opt to send a conditional letter of approval to the owner which sets out pre-conditions of approval which the Strata Council deems appropriate. Upon commencement of work the owner is conclusively deemed to accept the conditions set out in the conditional letter of approval without reservation, and must comply with those conditions.

(9) The Strata Council may maintain, repair, or remove alterations to common property if in the opinion of the Strata Council:

- (a) removal is necessary for necessary repairs or maintenance to common property,

- (b) the alterations are not maintained or repaired,
- (c) the alterations are damaged,
- (d) deficiencies exist in the construction of the alteration,
- (e) the alteration was not made in strict accordance with the authorization provided by the Strata Council, or
- (f) the alteration was not approved by the Strata Council in accordance with the bylaws.

(10) All costs incurred in the maintenance, repair, and/or removal of an alteration will be charged to the owner of the strata lot and are his or her responsibility.

(11) On the sale of a strata lot, the vendor must advise the purchaser of all obligations and costs relating to alterations. If the purchaser refuses to sign an Assumption of Liability Agreement with the Strata Corporation the alteration may be removed by order of the Strata Council and the cost of the removal will be charged to the new owner.

(12) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the Strata Council.

(13) The Strata Council retains the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The Strata Council may include specified supervision or inspection as a requirement of approval.

(14) The common property may not be used to store construction materials or debris.

(15) The reasonable noise and disruption associated with working on approved alterations shall not be determined to be a contravention of these bylaws, provided that reasonable precautions are taken to minimize the noise and disruption, and provided that work which is likely to cause a disturbance is only conducted between 8am and 6pm. Except with the written permission of the Strata Council, any alterations requiring power-tools, mechanical equipment or machinery, or which has the potential to cause excessive noise may only be conducted between October 1st and May 31st.

(16) Electrical work involving the meter outlets or any common property electrical connections must be conducted only by qualified electricians.

(17) Any plumbing connections to common property pipes must be conducted only by qualified plumbers.

(18) If an owner engages contractors, employees or workers of any kind to conduct or assist with any alteration, the owner must take all steps to ensure that at least 5 million dollars' worth of third-party liability insurance and full WCB coverage is in place, and to

avoid and/or immediately discharge any builder's lien which is placed on any other owner's title within the strata plan as a result of the work conducted with respect to the alteration.

(19) Subject to section 71 of the Strata Property Act - nothing in these bylaws shall prevent the Strata Corporation from retroactively approving alterations in their sole discretion - after the alterations have been completed, subject to whatever conditions of approval are imposed by the Strata Council. The Strata Council has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners.

6.2

(1) If an owner intends to take any steps requiring amendment of the strata plan, whether to consolidate, modify or divide one or more strata lots, or for any other purpose; regardless of any provision of the Strata Property Act which may be interpreted to permit such steps without consent of the Strata Corporation; must first notify the Strata Corporation in writing no less than two months in advance, and include with that notice a copy of the proposed application to the Registrar of Land Titles along with all plans, certificates and other supporting documentation.

(2) An owner modifying, consolidating, or dividing one or more strata lots is responsible to fulfil all legal requirements for doing so.

Permit entry to strata lot

7

(1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot and/or limited common property;

(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 stating the time and date of entry, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Strata Property Act, and

(c) at a reasonable time, on 7 days written notice stating the time and date of entry to investigate a complaint of a serious and on-going bylaw infraction or to remedy a serious and on-going bylaw contravention.

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

(3) Owners are responsible to ensure that access can be obtained to their strata lot in an emergency, by providing the Strata Corporation with reliable and current contact information of a person who can arrange prompt access to the strata lot.

(4) In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted and to which access cannot otherwise be gained, in order to prevent significant damage or ensure safety, access may be gained by a person authorized by any Strata Council member, without notice. Access pursuant to this section may be facilitated by locksmith or by forcing a lock depending upon the urgency of the circumstances. It shall be the responsibility of the Strata Corporation to re-secure the strata lot and pay for any necessary repairs resulting from the forced entry, except that the owner shall be responsible for those costs if the owner has failed to provide the necessary current means for prompt emergency access pursuant to bylaw 7(3) above.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

8

- (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) the parking areas,
 - (D) Gas lines with exterior outlets or valves,
 - (E) chimneys, ducts, stairs, balconies and other things attached to or passing through the exterior of a building,
 - (F) doors, windows and skylights (including the casings, seals, frames, and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, not including routine cleaning of the interior of such fixtures, and
 - (G) fences, railings and similar structures that enclose patios, balconies and yards;
 - (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) common property located within a strata lot,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, not including routine cleaning of the interior of such fixtures, and

- (v) chimneys, exterior stairs, balconies and patios, as well as fences, railings and similar structures that enclose patios, balconies and yards, and other things attached to the exterior of a building (if any such items exist as part of a strata lot), not including routine cleaning of horizontal and vertical surfaces on the inside boundary of the limited common property. This provision shall not apply to unapproved alterations, or alterations made by an owner which are the subject of an alterations agreement, in which case the alterations agreement shall govern responsibilities for repair and maintenance.

- (2) Bylaw 8(1) shall not be interpreted to prevent the Strata Corporation from claiming or seeking any form of indemnification, damages, set-off or any other form of reimbursement, for the cost of repairing or maintaining any item for which an owner or any other party may be held responsible at law.

Division 3 – Strata Council

Strata Council size and membership

9

- (1) The Strata Council must have at least 3 and not more than 7 members.
- (2) A spouse of an owner of a strata lot may be elected to Strata Council with the written consent of all of the owners of that strata lot. For the purpose of this bylaw a “spouse” is as defined in the B.C. Family Law Act as amended from time to time, or successor legislation in the event that the Family Law Act is repealed and replaced.
- (3) An owner or spouse of an owner will not be entitled to be elected to Strata Council or continue to stand on Strata Council if the Strata Corporation is entitled to register a lien against the owner’s strata lot under section 116 of the Strata Property Act.
- (4) Where a strata lot has multiple owners and/or spouses of owners who are eligible to serve on Strata Council, only one person per strata lot is permitted to be on Strata Council at any given time. If the multiple owners of the strata lot cannot agree who will stand to serve on Strata Council, only the owner of that strata lot with the higher number of votes received may serve on Strata Council for that term, if elected. A tie breaking vote shall be held if necessary.

Strata Council members’ terms

10

- (1) The term of office of a Strata Council member ends at the end of the annual general meeting at which the new Strata Council is elected.

- (2) A person whose term as Strata Council member is ending is eligible for re-election.

Removing Strata Council member

11

- (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members.
- (2) In order for there to be a vote on such a resolution, the notice package must contain an agenda item for removal of council members, although the council members need not be identified.
- (3) After removing a Strata Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.
- (4) A Strata Council member who becomes ineligible to serve or remain on Strata Council for any reason shall be deemed to resign upon becoming ineligible to serve or remain on Strata Council.

Replacing Strata Council member

12

- (1) If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term. Such an appointment is determined by majority vote, regardless of the number of remaining Strata Council members.
- (2) Before replacing a Strata Council member for being unable to act for a period of 2 or more months, the remaining members of the Strata Council must provide that Strata Council member with 14 days written notice of their intention to do so.
- (3) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- (4) The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.
- (5) If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by

complying with the provisions of the Strata Property Act, the Regulations and the bylaws respecting the calling and holding of meetings.

Officers

13

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

Calling Strata Council meetings

14

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

Requisition of Strata Council hearing

15

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Strata Council meeting.

(2) If a hearing is requested under subsection (1), the Strata Council must hold a meeting at which they hear the applicant within four weeks of the request.

(3) If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

Quorum of Strata Council

16

(1) A quorum of the Strata Council is

- (a) 1, if the Strata Council consists of one member,
- (b) 2, if the Strata Council consists of 2, 3 or 4 members,
- (c) 3, if the Strata Council consists of 5 or 6 members, and
- (d) 4, if the Strata Council consists of 7 members.

(2) Subject to bylaws 16(3) and 17, Strata Council members must be present in person at the Strata Council meeting to be counted in establishing quorum.

(3) Notwithstanding bylaw 16(2), any Strata Council member who is not in attendance for any portion of a Strata Council meeting because they have disclosed a duty or interest which materially conflicts with their duties or interests as a Strata Council member with respect to any issue to be considered at that Strata Council meeting, shall be deemed to be attending that Strata Council meeting only for the purpose of determining whether a quorum exists, and not for determining whether a decision was approved by a majority of Strata Council.

Strata Council meetings

17

(1) At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other. If a Strata Council meeting is held by asynchronous means, such as by email, the meeting notice must specify the start and end dates and times, and any votes shall be tabulated based on votes submitted before the specified end of the meeting.

(2) If a Strata Council meeting is held by electronic means, Strata Council members attending electronically are deemed to be present in person.

(3) Subject to the bylaws, owners may attend Strata Council meetings as observers. Any owner wishing to attend one or more Strata Council meetings as an observer must provide the Strata Council with written notice of that intention, and an email address at which they wish to receive notice of any upcoming meeting. That notice must be provided to the Strata Council at least one week before the next meeting is called to be effective for that meeting. The Strata Council must make reasonable efforts to provide

notice of an upcoming meeting date, time and location to each owner who is entitled to attend that council meeting and has asked for notice of meetings, as soon as feasible after the meeting is called, or the date, time or location of the meeting are changed.

(4) An Owner attending a council meeting as an observer must not interrupt or participate in the meeting in any way, except to the extent that they are invited to speak or participate. Any owner interrupting or participating without lawful authority may be required to leave the meeting if such removal is approved by majority vote of council.

(5) Despite subsection (3), no observers may attend those portions of Strata Council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Strata Property Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Strata Property Act;
- (c) any matters which are likely to be the subject of a legal dispute, negotiation, litigation or an administrative tribunal hearing involving the observer, or any person with whom the observer is closely associated;
- (d) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Strata Council meetings

18

(1) At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.

(2) If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote, or may call for more discussion and a second or further vote.

(3) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

Strata Council to inform owners of minutes

19 The Strata Council must inform owners of the minutes of all Strata Council meetings within 4 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Strata Council's powers and duties

20

(1) Subject to subsections (2) to (4), the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council, and may revoke the delegation.

- (2) The Strata Council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Strata 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,
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Strata Property Act.
- (5) The Strata Corporation may appoint a Strata Manager to perform the duties of the Strata Corporation and to act on behalf of the Strata Corporation in all matters allowed pursuant to law.

Spending restrictions

21

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Pursuant to section 98(2)(a) of the Strata Property Act, the Strata Council may make an unbudgeted or unapproved expenditure from the operating fund without requiring approval of the owners if the expenditure, together with all other unapproved expenditures that were made under this subsection in the same fiscal year, total less than \$5000.00. Any expenditure authorized by the Strata Council pursuant to this subsection of the bylaws must be approved by majority vote of the Strata Council at a duly convened council meeting, and authority to authorize or approve such an expenditure may not be delegated.
- (3) Despite subsection (1), a Strata Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of Strata Council member

22

- (1) A Strata 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 Strata Council.
- (2) Subsection (1) does not affect a Strata Council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts performed honestly and in good faith by members of the Strata Council are valid even if it is afterwards discovered that there was some defect in the appointment or continuance in office of one or more members of the Strata Council.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 23** Unless otherwise provided for in the bylaws the Strata Corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.

Continuing contravention

- 24** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

Person to chair meeting

25

- (1) Subject to the bylaws, annual and special general meetings must be chaired by the president of the Strata Council, or by the vice president of the Strata Council if the president is absent, unwilling or unable to act.
- (2) Notwithstanding the foregoing, the owners may approve a motion by majority vote at any time during an annual or special general meeting to elect a different person to chair the meeting. The person elected to serve as chair person must be present and willing to serve in that capacity, but need not be a member or an eligible voter.
- (3) If a person who is designated or voted to chair the meeting becomes unwilling or unable to chair the meeting, or leaves the meeting without adjourning the proceeding,

then the eligible voters present must elect a different chair from among those persons who are present at the meeting, by majority vote.

Participation by other than eligible voters

26

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

Voting

27

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters other than eligible voters attending by electronic means.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count or a secret ballot is requested.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting except that when announcing or reporting the result of a secret ballot any fraction must be rounded down to the nearest whole number unless the fraction was determinative of the result of the vote.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Strata Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter except that no secret ballot is available for a person attending electronically, and their votes shall be taken by the chair verbally unless they have appointed a proxy for the purpose of casting a vote by secret ballot.

(7) No person will be entitled to vote with respect to a strata lot at a general meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Strata Property Act.

(8) Any person entitled to attend an Annual or Special General Meeting may attend by telephone or any other electronic method which permits all persons participating in the meeting to communicate with each other during the meeting. Any person attending pursuant to this bylaw is responsible for arranging and maintaining a means of attendance which complies with this bylaw, including arranging the necessary equipment and connections. The Strata Corporation is not responsible for any failure to connect or loss of connection whether or not a representative of the Strata Corporation facilitated electronic attendance, and no such connection problems shall affect the validity of the meeting or the business conducted.

(9) Notwithstanding any provision of the bylaws, electronic attendees shall have their votes taken by the chair calling the roll of those owners attending electronically where a show of voting cards is used to count votes.

(10) Notwithstanding any provision of the bylaws, electronic attendees shall have their votes taken by the chair calling the roll of those owners attending electronically where a secret ballot is requested, except for those owners who have appointed proxies in attendance at the meeting in person (if any). Any person attending electronically is conclusively deemed to waive secrecy in the case of a secret ballot unless they have an appointed proxy who is present in person at the meeting to cast the secret ballot on their behalf.

(11) A person attending any portion of an Annual or Special General Meeting electronically pursuant to bylaw 27(8) is deemed to be present in person for the entire duration of the meeting for all purposes except as expressed in subsections 8-10 of this bylaw.

Order of Business

28

- (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 any previous annual or special general meeting which have not yet been approved;
 - (g) deal with unfinished business as determined by council and about which notice has been given in accordance with section 45 of the Strata Property Act;

- (h) receive reports of Strata Council with respect to 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 Strata Property Act;
 - (j) report on insurance coverage in accordance with section 154 of the Strata Property Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Strata Property Act, if the meeting is an annual general meeting;
 - (l) deal with new business about which notice has been given under section 45 of the Strata Property Act;
 - (m) elect a Strata Council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.
- (2) Notwithstanding paragraph (1), the agenda may be modified at any stage of the meeting after it has been approved, and the order of items on the agenda may be thereby changed by majority vote resolution.
- (3) Notwithstanding paragraphs (1) or (2), if the meeting is a special general meeting demanded by persons holding 20% of the votes pursuant to section 43 or 51(3) of the Strata Property Act, the Strata Corporation must include the matters and resolutions demanded to be included in the agenda immediately following the approval of the agenda in (1)(e), and no item listed in paragraph (1) after item (e) may occur on the agenda before the demanded matters and resolutions.

Quorum

28.1

- (1) Quorum to commence a general meeting is any number of persons holding a combined total of 35 votes, whether present in person, represented by proxy, or attending by electronic means if and as permitted by the bylaws.
- (2) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and those persons attending at that time shall constitute a quorum for the purpose of convening the meeting, as long as at least 20 votes are represented either in person or by proxy.
- (3) Bylaw 28.1(2) does not apply to a meeting demanded by the owners pursuant to section 43, 51(3) or similar provision of the Strata Property Act and failure to obtain a quorum for a meeting demanded by owners when the meeting is first convened terminates, and does not adjourn, that meeting.
- (4) After quorum is confirmed to be in attendance when a meeting is convened, quorum for the balance of the meeting shall be the number of votes that are

represented from time to time during the meeting. For greater clarity, once quorum is satisfied when the meeting is convened, quorum need not be recalculated if voters leave the meeting before the meeting is terminated or adjourned, and voters departing the meeting shall not prevent the Strata Corporation from conducting business. Any voters departing the meeting or votes otherwise not cast shall be treated as abstaining from voting.

- (5) Where multiple owners share a vote with respect to a strata lot, only one of them shall count towards quorum on behalf of that strata lot.

Conduct of Meetings and Rules of Order

28.2

- (1) The Strata Corporation may adopt one or more specific Rules of Order, or a published set of Rules of Order for a specific annual or special general meeting by motion approved by majority vote resolution at that meeting, provided that the Rule of Order does not contravene the Strata Property Act or the Regulations thereto or any other law, and that the proposed rule is fair and reasonable under the circumstances. To the extent that any set of Rules of Order adopted varies from the requirements of applicable legislation, the adopted set of Rules of Order shall be reinterpreted or disregarded to the extent necessary to comply with the legal requirements.
- (2) The following additional Rules of Order shall apply to all annual and special general meetings of the owners:
- (a) To ensure that voters are not discouraged from active participation, no audio or video recording of the meeting is permitted by any person.
 - (b) All persons present at an Annual or Special General Meeting must refrain from disrupting the meeting by unreasonably loud or offensive behaviour, interrupting a person who has permission to speak (except as directed by the Chair), or deliberately causing inordinate delay.
 - (c) The Chair shall have control over the order in which eligible voters, presenters, guests and/or invitees are permitted to speak, and shall have authority to take such steps to maintain order as may be reasonably required in the circumstances.
 - (d) The Chair must ensure that every eligible voter and/or person holding a valid proxy who wishes to speak has a reasonable opportunity to speak concisely at least one time on each agenda item, motion or other item of business conducted.
 - (e) Subject to the foregoing, the provisions of the Strata Property Act, and directions from the owners determined by motion approved by majority vote, the Chair shall have authority to reasonably restrict the length of time or the number of times that those present will have to speak on a subject.

Financial Statements

28.3

- (1) The Financial Statements provided with the Notice of the Annual General Meeting may be in summary form pursuant to Regulation 6.7(3) to the Strata Property Act.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

29

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Strata Property Act, the Regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Small Claims

- 30** Pursuant to section 171 of the Strata Property Act, the Strata Council, on behalf of the Strata Corporation, may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The Strata Council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The Strata Council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 8 – Insurance and Indemnity

- (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the original cause of any such loss or damage originated within the owner's strata lot or an occupant's vehicle, personal property of the owner, or fixtures installed by the owner, to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.
- (2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the cause of any such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, employees, agents, visitors or invitees, and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.
- (3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the Strata Corporation; that owner is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save harmless the Strata Corporation for these amounts.
- (4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the Strata Corporation; that owner is strictly liable and shall fully indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation's responsibility to perform.
- (5) If an owner is deemed or determined to be responsible for any insurance deductible, any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage whatsoever pursuant to these bylaws, the owner must fully indemnify the Strata Corporation for all reasonable legal expenses incurred in relation to defending any related claim against the Strata Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a "solicitor and own client" basis, including legal fees, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.
- (6) Owners are responsible to ensure that their strata lot interior is maintained at a minimum temperature of 10 degrees Celsius, year-round. Any water pipe leak, burst or any other loss or damage whatsoever which the Strata Council reasonably determines resulted from or is contributed to by an owner's failure to comply with this bylaw shall

constitute loss or damage which is deemed to be the responsibility of that owner pursuant to these bylaws, whether the loss or damage occurs within that owner's strata lot, within adjacent common property, or within an adjacent strata lot.

(7) The Strata Corporation may at Strata Council's option arrange emergency damage mitigation and restoration where damage has been sustained within a strata lot. The costs of gaining access to the strata lot, doing work and preventing further damage may be paid as a common expense of the Strata Corporation until such a time as the Strata Council is able to determine whether the expense will be:

- (a) Covered by strata insurance;
- (b) Treated as a common expense of the Strata Corporation;
- (c) Charged back to the owner of the damaged strata lot; or
- (d) Charged back to the strata lot where the source of the damage originated.

The final determination with respect to the assignment of the expense shall be made by the Strata Council subject to the bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity.

32 An owner in arrears of strata fees, and/or any special levies, including fines and interest on arrears must reimburse the Strata Corporation on demand and in full for the reasonable costs of collecting those arrears, including legal costs on a "solicitor and own client" basis, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.

33 Pursuant to section 133 of the Strata Property Act, all reasonable costs of remedying a bylaw contravention must be paid to the Strata Corporation by the owner of the strata lot associated with the bylaw contravention. Payment of such costs shall be on a full indemnity basis and must be paid within 30 days of notice from the Strata Council that there has been a finding that the bylaws have been contravened and specifying the costs incurred with respect to remedying the contravention. The costs of remedying a bylaw contravention shall be deemed to include any reasonable legal expenses incurred by the Strata Corporation in enforcing the bylaws, recoverable from the owner on a "solicitor and own client" basis by the Strata Corporation.

34 Pursuant to section 111 of the Strata Property Act, the Strata Council is hereby authorized to borrow funds for the purpose of paying the annual insurance premium over a period not to exceed 12 months, inclusive of full repayment of principal and interest.

35

(1) No person may produce, store or use any item or substance within the bounds of the strata plan which increase insurance rates of the Strata Corporation, jeopardize

insurance coverage of the Strata Corporation or increase the difficulty in finding an insurer willing to insure the strata plan, encourage break and entry, discourage emergency responders from attending the property in an emergency, are specifically prohibited by law, are specifically prohibited by the Strata Corporation's insurer, or which fall into the following categories of specifically prohibited items:

- (a) controlled substances, except for substances specifically prescribed to a resident by a physician;
 - (b) firearms and/or ammunition, excepting lawful and secure storage of firearms and/or ammunition;
 - (c) fuels, combustibles, explosives, corrosives, poisons, noxious substances or other substances or items which are not typically found in a residential development or are likely to create an unreasonable hazard, insurance risk, risk of damage to property, risk of injury or death, nuisance, or which are present in unreasonable form or quantity for a residential development; and/or
 - (d) any substance or item which is unlawful, unlawfully obtained, unlawfully kept, unlawfully stored or unlawfully used.
- (2) Growing marijuana plants, and/or processing or production of marijuana plants, derivatives or products is strictly prohibited within the bounds of the strata plan; subject to the following provisions:
- (a) That restriction shall not apply to legally permissible preparation of a reasonable quantity of marijuana for immediate personal use or consumption by a resident, provided that no marijuana plants are grown within the strata plan and that provided that disturbing odours, damaging moisture, mould, fire risk, damages, losses, penalties and insurance issues are strictly avoided.
 - (b) Owners and occupants are responsible to indemnify the strata corporation for any increased insurance premiums, insurance deductibles or penalty, loss or damage incurred by the Strata Corporation in relation to a breach of this bylaw. Nothing in this bylaw restricts the Strata Corporation's ability to pursue all available legal remedies against any person for a breach of the bylaw.
 - (c) A permit, license or change in the legal status of marijuana cultivation or production shall not be taken to provide an exemption to this bylaw.

Division 9 – Security and Privacy Guidelines

Video Surveillance

36

- (1) The common property of the Strata Corporation may be subject to video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public in public common areas of the building. Audio recording may be included with respect such recordings.

- (2) Notices will be posted advising the public of ongoing video recording. The Strata Corporation must post clear signage in areas which are subjected to video recording advising that video recording is taking place.
- (3) For the purposes expressed in this bylaw, all common property areas may be subject to video surveillance, including without limitation points of entry to the buildings, lobbies, hallways, elevators, and parking areas.
- (4) The video surveillance system will operate 24 hours per day, seven days per week and will be used to record all activities in the common areas of the Strata Corporation for security purposes, including without limitation, the purpose of obtaining usable evidence of illegal acts and/or infractions of the bylaws of the Strata Corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses, and to deter misconduct.
- (5) The recordings may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.
- (6) The video surveillance recording system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by current members of Council and the licensed strata manager or contracted security personnel (if any).
- (7) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device - all in accordance with the purposes of this bylaw.
- (8) Recorded data which is no longer required for any valid purpose must be securely destroyed after 1 year unless:
 - (a) A copy of the recording was provided to a third party, in which case it must be retained indefinitely,
 - (b) The Strata Council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the recordings will be preserved.
- (9) No owners, third parties or other person will be entitled to view or receive a copy of video surveillance recordings, except as contemplated by the bylaws or required by law.

Key Fobs

37

- (1) Access to the common areas of the strata plan may be controlled by use of Key Fobs and entry phone.
- (2) The fob system may include the ability to record the time and area accessed by each Key Fob bearer and other forms of access.
- (3) Owners are responsible to ensure that they have made alternate arrangements for key or fob access to the building or their strata lot in the event that a fob or key is damaged or lost. The Strata Corporation does not provide any emergency access assistance, and replacement keys or fobs may be delayed due to staffing or availability. The Strata Council reserves the right to limit the number of fobs available for each strata lot based on the available supply, reasonableness and/or technical limitations of the system.
- (4) Lost or stolen keys and/or fobs must be reported to the Strata Council within 24 hours of loss. Owners are responsible for any misuse or unauthorized use of key fobs assigned to their strata lot.
- (5) The Strata Council may cancel or restrict the use of a fob if the Strata Council believes the fob to have been lost, stolen or used by a person who is not authorized to be present within the building.
- (6) The Strata Corporation is not liable for any loss or damage arising from the failure of a key fob, beyond the replacement cost of the key fob. Each owner must indemnify the Strata Corporation for any claims resulting from the use or distribution of fobs, including malfunction, failure, fault or any other cause whatsoever.
- (7) The data recorded by the key fob system may be used alone or in conjunction with video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.
- (8) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device - all in accordance with the purposes of this bylaw.
- (9) Recorded data which is no longer required for any valid purpose must be securely destroyed after 1 year unless:
 - (a) A copy of the data was provided to a third party, in which case it must be retained indefinitely, or

- (b) The Strata Council decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.
- (10) No owners, third parties or other person will be entitled to view or receive a copy of access data, except as contemplated by the bylaws or required by law.

Disclosure of Recordings and Access Data

38

- (1) Video recordings and key fob access data collected or recorded pursuant to this division may be viewed or disclosed only under the following circumstances:
 - (a) Review may be conducted at any time by any current Strata Council member in furtherance of their legitimate duties to the Strata Corporation.
 - (b) A copy may be made, retained and used internally with respect to any time period, incident or series of incidents, as directed by majority vote of the Strata Council in furtherance of their legitimate duties to the Strata Corporation as determined in the sole discretion of the Strata Council.
 - (c) Disclosure of a copy must be made pursuant to a Court Order, Subpoena, Warrant or equivalent authorization – including any valid demand for inspection or production of relevant documents pursuant to Court Rules, or Rules of Arbitration or equivalent proceedings – in accordance with the terms of the authorizing document, order or rule.
 - (d) By any person making a request to review or obtain a copy of that person's own personal information as recorded, provided that the consent of any other individuals recorded contemporaneously are obtained.
 - (e) A copy may be made, kept, used and/or disclosed to a third party if the Strata Council determines by majority vote that disclosure is consistent with the purpose of this Division, and is in the best interests of the Strata Corporation or any owner or occupant.
 - (f) Without limiting any of the foregoing, information, data, a recording or a copy of a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is permitted or required by law.
 - (g) Without limiting any of the foregoing, a recording or a copy of information, data or, a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of the Strata Corporation or any owner, tenant or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.
- (2) Recordings or copies of recordings disclosed to a third party pursuant to this bylaw may be used, retained and disclosed by other parties in accordance with their privacy policies.

(3) Any party granted an appointment to review or copy any data or recording kept pursuant to this Division for any purpose other than a purpose of the Strata Corporation is responsible to pay in advance the reasonable expenses of the Strata Corporation related to that request regardless of whether the review provides the data requested or not. The Strata Corporation is not required to review or copy the data or recordings if the person making the request refuses to pay the costs as outlined above, absent a Warrant, Court Order Subpoena or similar requirement binding upon the Strata Corporation.

(4) A log will be kept by the Strata Corporation to record any person who accesses, reviews or copies any data or recording kept pursuant to this Division, including the date and time of access, the full name of the person accessing the data or recording, the date and time of the data or recording, the purpose of access and whether or not a copy was obtained.

General Privacy Policy

39

(1) The purpose of this bylaw is to enable the Strata Corporation to comply with its statutory obligations under the Personal Information Protection Act with respect to “personal information”, defined under that legislation.

(2) The Strata Corporation will collect, retain, use and/or disclose personal information as required or permitted by the Strata Property Act, the Personal Information Protection Act, any other legislative provision, or these bylaws, in order to fulfil its legal obligations in the best interests of all of the owners, including, but not limited to the following purposes:

- (a) to identify and communicate with each strata lot owner and/or tenant;
- (b) to process payments, and collect amounts owing to the Strata Corporation;
- (c) to respond to emergencies;
- (d) to ensure the orderly management of the Strata Corporation;
- (e) to comply with legal requirements and statutory duties; and
- (f) to enforce the bylaws and rules of the Strata Corporation, and the provisions of the Strata Property Act which the Strata Corporation is obliged to enforce.

(3) Optionally, the Strata Corporation may collect, retain, use and/or disclose other personal information from the owners with the explicit or implied consent of each owner, in which case the Strata Corporation must disclose the purpose of the collection, retention, use or disclosure, and must not use or disclose the personal information for any other purpose.

(4) If an individual provides reasonable notice to the Strata Corporation that the individual withdraws consent to the collection, retention, use or disclosure of the individual’s personal information, the Strata Corporation must inform the individual of the likely consequences to the individual, if any, of withdrawing consent, and must

securely dispose of the personal information collected by consent, unless continued retention is authorized by law, or would breach an obligation of the Strata Corporation. Consent may only be withdrawn for information collected pursuant to paragraph (3).

(5) The Strata Corporation must make every reasonable effort to ensure the accuracy and completeness of any personal information it collects that is likely to be used by the Strata Corporation to make a decision that directly affects the individual the information is about or to be disclosed to another party.

(6) Within two weeks of receiving a written request, the Strata Corporation must provide an individual with an opportunity to review their personal information as retained by the Strata Corporation, except that documents and records which contain the personal information of multiple individuals must be redacted unless the consent of the other individuals was obtained for disclosure. Copies of documents and records may be obtained by any owner or tenant pursuant to section 36 of the Strata Property Act.

(7) Within 30 days of receiving a written direction from the individual to correct their personal information, the Strata Corporation must correct the information in accordance with the direction if that request is reasonable, and must provide the corrected information to any party to whom the information being corrected was disclosed, within one year prior to the date of the correction. Whether the Strata Corporation makes or declines to make a requested correction, the Strata Corporation must keep a record of the request and whether or not the correction was made to the record in question.

(8) The Strata Corporation must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification or disposal.

(9) The Strata Corporation must securely dispose of the personal information collected within one year after the requirement or authorization for retention lapses, except that minutes and other official records of the Strata Corporation which are kept pursuant to section 35 of the Strata Property Act may be retained indefinitely.

(10) Where the Strata Corporation retains another organization such as a strata management company, to do work for it that involves personal information, the Strata Corporation will ensure that there is an agreement in place that commits the organization providing services to adhere to the Strata Corporation's privacy policy.

(11) Any concerns with respect to privacy issues may be directed to the Strata Council, and any individual not satisfied with the Strata Corporation's privacy policy, or the implementation thereof may contact the Office of the Information and Privacy Commissioner for British Columbia.

Division 10 – Severability and Interpretation

40

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.
- (3) Any terms used in these bylaws shall be interpreted:
 - (a) first by reference to any applicable definitions and/or provisions contained in the Strata Property Act and Regulations to the Strata Property Act as amended or replaced from time to time;
 - (b) then by reference to other applicable legislation including but not limited to the Personal Information Protection Act, BC Human Rights Code, and the Interpretation Act;
 - (c) then by reference to any definitions stated or implied in these bylaws; and
 - (d) finally, by plain language interpretation.
- (4) The terms “resident” or “residents” refer to those individuals residing in the strata lot, whether as owners, tenants or other occupants.
- (5) For the purposes of all bylaws, reference to “common property” shall include but shall not be limited to “limited common property”, unless a contrary intention is specified.

41

Notwithstanding any bylaw or rule of the Strata Corporation to the contrary, pursuant to section 121 of the Strata Property Act, the Strata Council may provide such exemptions to any bylaw or rule of the Strata Corporation to the minimum extent necessary to accommodate a physical or mental disability as defined in the BC Human Rights Code, subject to the following restrictions:

- (a) The exemption requires an application of an owner, tenant or occupant (the “Applicant”) in which the Applicant provides satisfactory proof of a physical or mental disability as defined under the BC Human Rights Code, including proof in the form of a letter or prescription from a physician qualified to practice medicine in the Province of British Columbia, indicating that a particular bylaw or rule of the Strata Corporation is inconsistent with the treatment, management or is otherwise problematic for the Applicant as a result of their mental or physical disability.

- (b) The exemption pursuant to section 121 of the Strata Property Act, may be on such conditions as the Strata Council feels is appropriate to accommodate the physical or mental disability while respecting to the extent possible, the bylaws and rules and the intention of the bylaws and rules, including restricting the time for which the exemption exists to the period during which the mental or physical disability persists, requiring that the exemption specifically end upon the Applicant vacating the strata lot, requiring that the Applicant participate in reasonable accommodation by taking such steps at their own expense as may be necessary to mitigate the effect of the bylaw or rule exemption on other owners, tenants and occupants, or such other conditions as are agreed upon between the Applicant and the Strata Council, or are reasonably imposed by the Strata Council.
- (c) If in the opinion of the Strata Council an application under this bylaw should not be granted because granting the application would be unreasonable under all of the circumstances; or if the Strata Council is of the view that alternatives are reasonably available which would not require an exemption from a bylaw or rule; or if the Strata Council is of the view that the exemption, if granted, would contravene some legal duty or obligation or would otherwise be unlawful; then the Strata Council must decline to grant an exemption under this bylaw.
- (d) Upon request, the Applicant must provide further or additional documentation requested by the Strata Council including, but not limited to, reasonable medical records or a letter from a physician which confirms the existence of the physical or mental disability claimed.
- (e) The Application and such information and/or documentation which is provided to the Strata Council pursuant to this bylaw must be kept confidential by the Strata Council, except as between the Strata Council, strata management agent, the Strata Corporation's lawyer, or as required to defend the decision of the Strata Council in court, arbitration or other dispute resolution process.
- (f) If the Strata Council declines an application for whatever reason, the Applicant may re-apply with additional documentation and/or expanded submissions.
- (g) In the course of any application or re-application, the Applicant may request a hearing before the Strata Council pursuant to section 34.1 of the Strata Property Act.
- (h) No application under this bylaw may be made to exempt an owner, tenant or occupant from any obligation to pay their share of common expenses, to pay any amounts required under the bylaws or the Strata Property Act, or to comply with their obligations to avoid disturbing or interfere with the property rights of other owners, tenants or occupants. Further, no such application for an exemption will be granted if granting the exemption would be significantly unfair to any other owner or owners, or would breach any obligation of the Strata Corporation, or any owner under the Strata Property Act.

STRATA PLAN OF LOT 1, PLAN KAP84093,
SEC. 30, TP. 9 & D.L. 62, O.D.Y.D.

B.C.G.S. No. 82L.024

SCALE 1: 500 (All distances are in metres and decimals thereof)

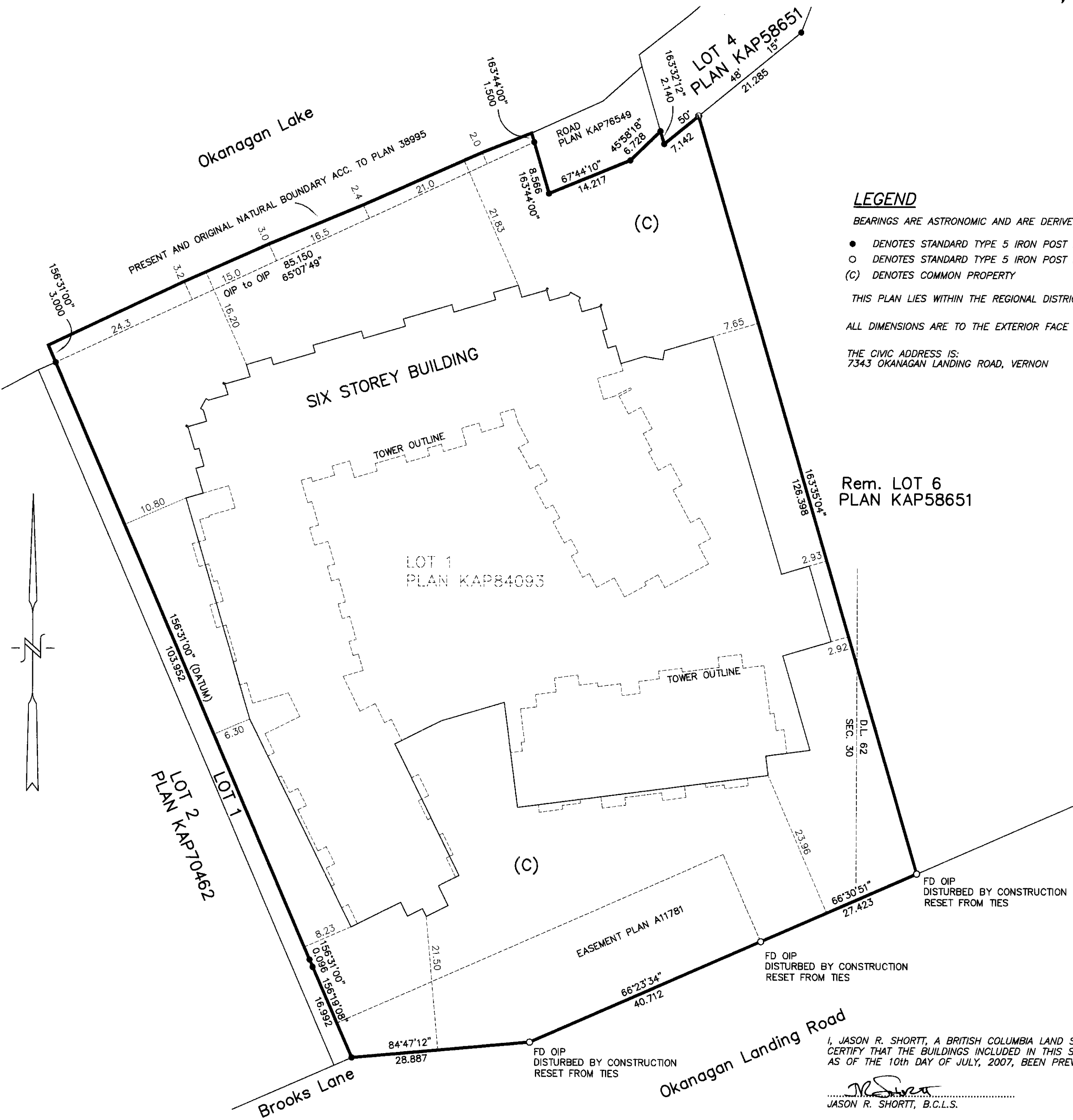


STRATA PLAN KAS3310

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C., THIS 20th
DAY OF September, 2007

[Signature]
REGISTRAR

L3113559
CJ



LEGEND

- BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN KAP84093
- DENOTES STANDARD TYPE 5 IRON POST FOUND
 - DENOTES STANDARD TYPE 5 IRON POST PLACED
 - (C) DENOTES COMMON PROPERTY
- THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NORTH OKANAGAN.
- ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE BUILDING
- THE CIVIC ADDRESS IS:
7343 OKANAGAN LANDING ROAD, VERNON

Rem. LOT 6
PLAN KAP58651

OWNER:
Strand Lakeside Resort Corp.
Inc. No. 624313

Authorized signatory
DAVID MURPHY
Authorized signatory

CHARGE HOLDER:
HSBC BANK CANADA

Authorized signatory
6209
Assistant Vice President
Commercial Banking

WITNESS AS TO BOTH SIGNATURES:
[Signature]
NAME: JASON R. SHORTT
ADDRESS: 2801-32nd St.
VERNON, B.C.
B.C.L.S.
OCCUPATION:

WITNESS AS TO BOTH SIGNATURES:
MIKE MAIER
NAME:
ADDRESS: 407-8 AVE SW CALGARY, AB
BANKER
OCCUPATION:

I, JASON R. SHORTT, A BRITISH COLUMBIA LAND SURVEYOR, HEREBY
CERTIFY THAT THE BUILDINGS INCLUDED IN THIS STRATA PLAN HAVE NOT,
AS OF THE 10th DAY OF JULY, 2007, BEEN PREVIOUSLY OCCUPIED.

[Signature]
JASON R. SHORTT, B.C.L.S.

I, JASON R. SHORTT, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY:
1) THAT THE BUILDINGS ERECTED ON THE PARCEL DESCRIBED ABOVE ARE
WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF
THE STRATA PLAN.

DATE: JULY 10th, 2007

[Signature]
JASON R. SHORTT, B.C.L.S.

I, JASON R. SHORTT, A BRITISH COLUMBIA LAND SURVEYOR, OF VERNON,
IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY
SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE
SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON
THE 4th DAY OF JULY, 2007. THE PLAN WAS COMPLETED AND CHECKED,
AND THE CHECKLIST FILED UNDER # 67451, ON THE 12th DAY OF JULY,
2007.

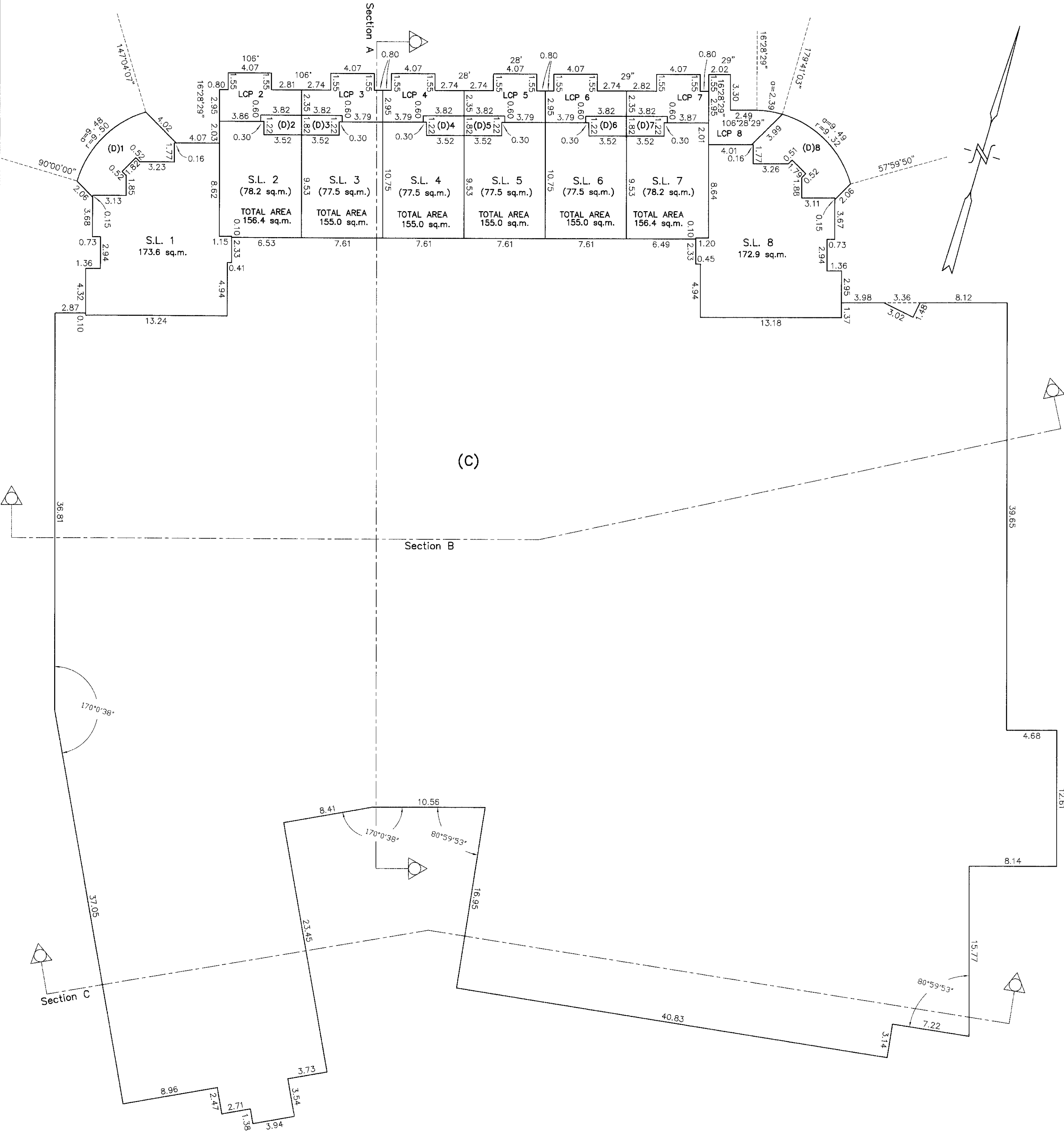
[Signature]
JASON R. SHORTT, B.C.L.S.

RUSSELL N. SHORTT
British Columbia Land Surveyor

2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

F.B. 1102 File 23724_strata

FIRST FLOOR, STRATA LOTS 1 to 8.
SCALE 1:250 (All distances are shown in metres)



LEGEND

- Pt. DENOTES PART OF STRATA LOT
- LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
- (C) DENOTES COMMON PROPERTY
- (P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
- (D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
- OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS AND THE HALL SIDE OF HALL WALLS.

DATED THIS 7th DAY OF JULY, 2007.

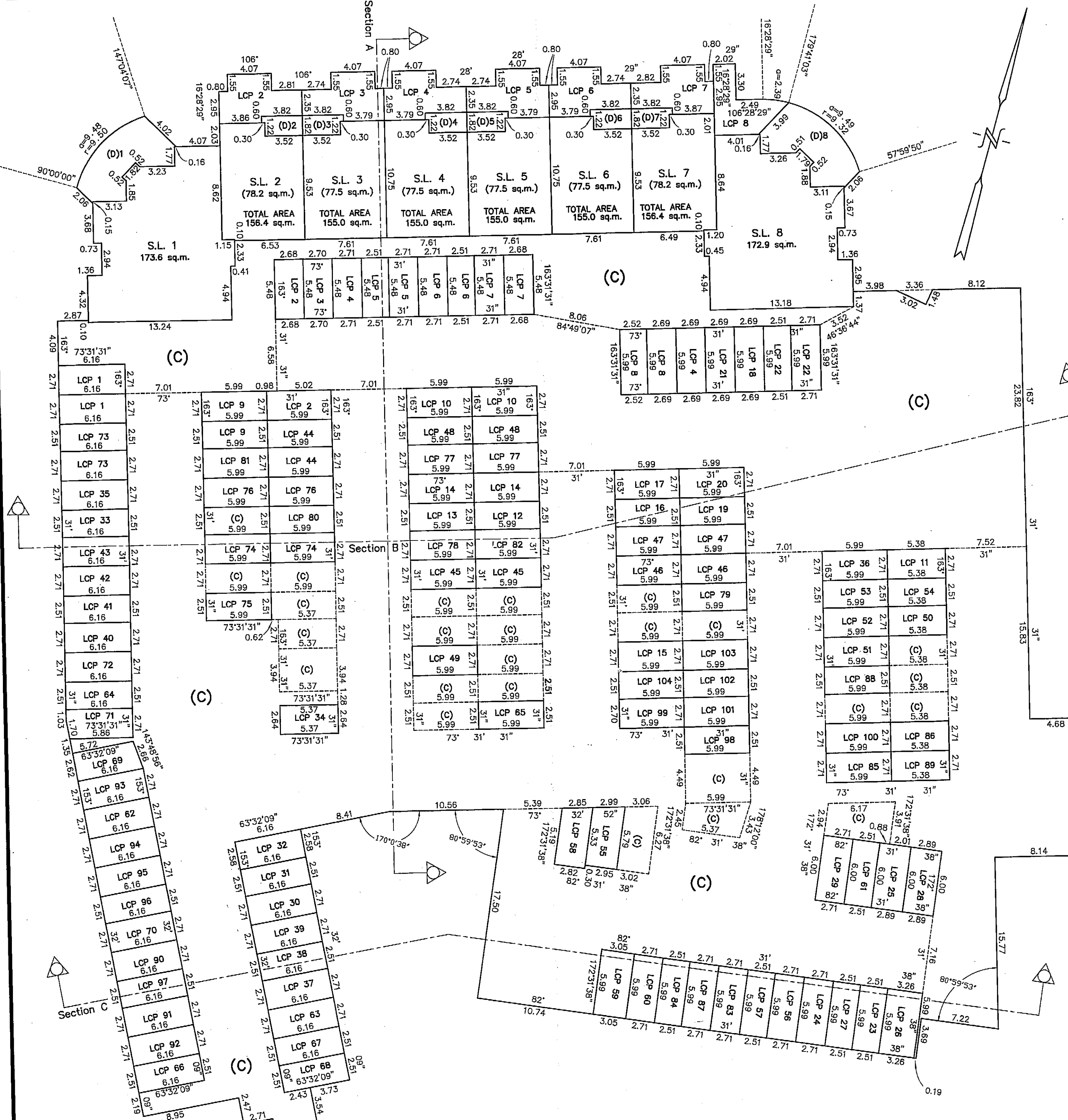
J.R. SHORT, B.C.L.S.

Explanatory Plan Amending Strata Plan KAS3310 to designate
Limited Common Property for the use of Strata Lots 1 through
104, Strata Plan KAS3310, D.L. 71, O.D.Y.D.
Pursuant to Section 258, Strata Property Act

STRATA PLAN KAS3310
DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C.,
THIS 29 DAY OF July, 2008

LB225293
CR

FIRST FLOOR, STRATA LOTS 1 to 8, Limited Common Property, and Common Property.
SCALE 1:250 (All distances are shown in metres)



LEGEND

- PL DENOTES PART OF STRATA LOT
- LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
- (C) DENOTES COMMON PROPERTY
- (P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
- (D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
- OPEN DENOTES OPEN TO BELOW

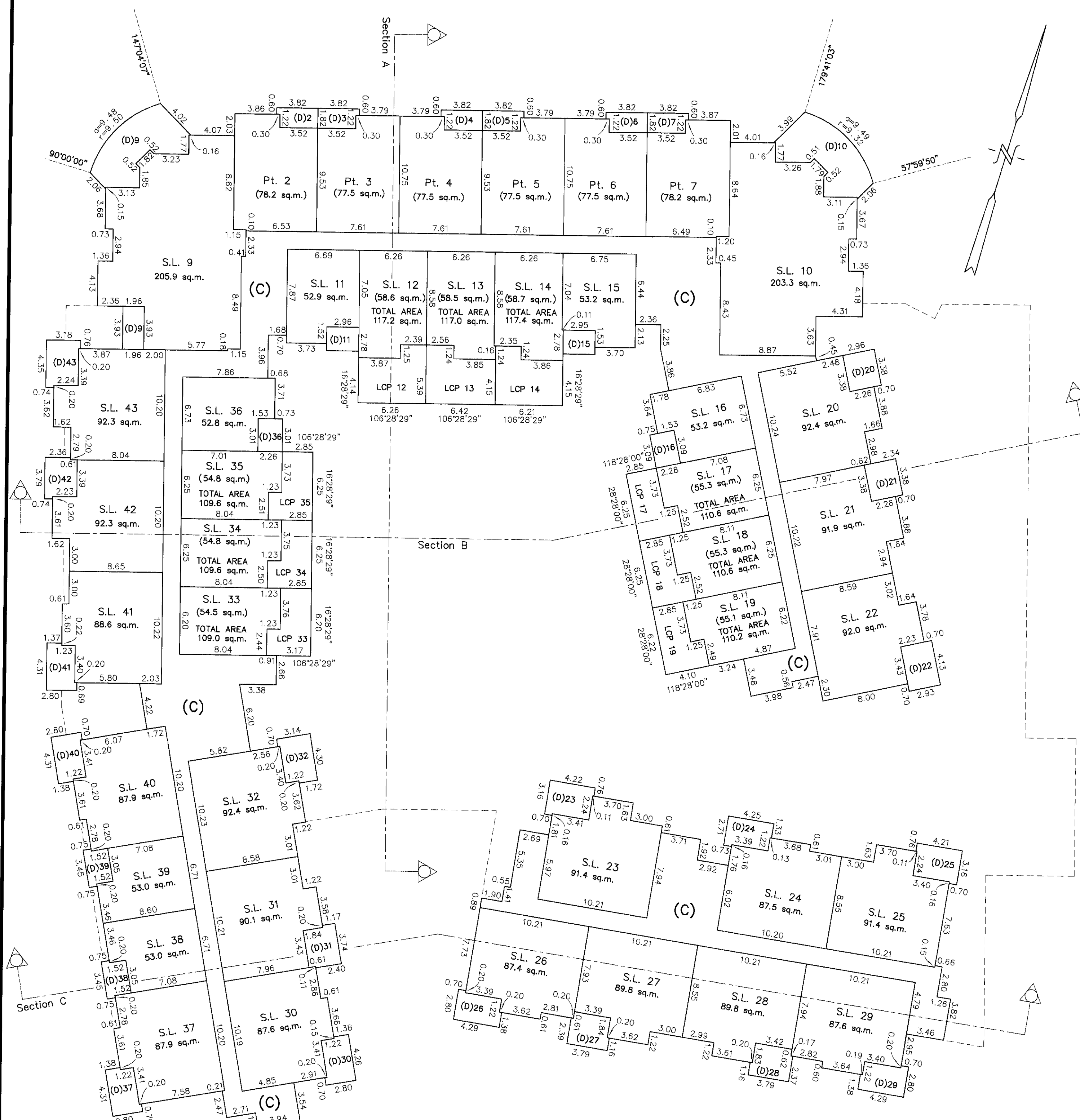
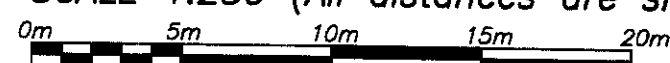
STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS
AND THE HALL SIDE OF HALL WALLS.

DATED THIS 23rd DAY OF JULY, 2008.

J.R. SHORTT, B.C.L.S.

SECOND FLOOR, STRATA LOTS 2 to 7, 9 to 43.

SCALE 1:250 (All distances are shown in metres)

**LEGEND**

- Pt. DENOTES PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
(C) DENOTES COMMON PROPERTY
(P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
(D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS
AND THE HALL SIDE OF HALL WALLS.

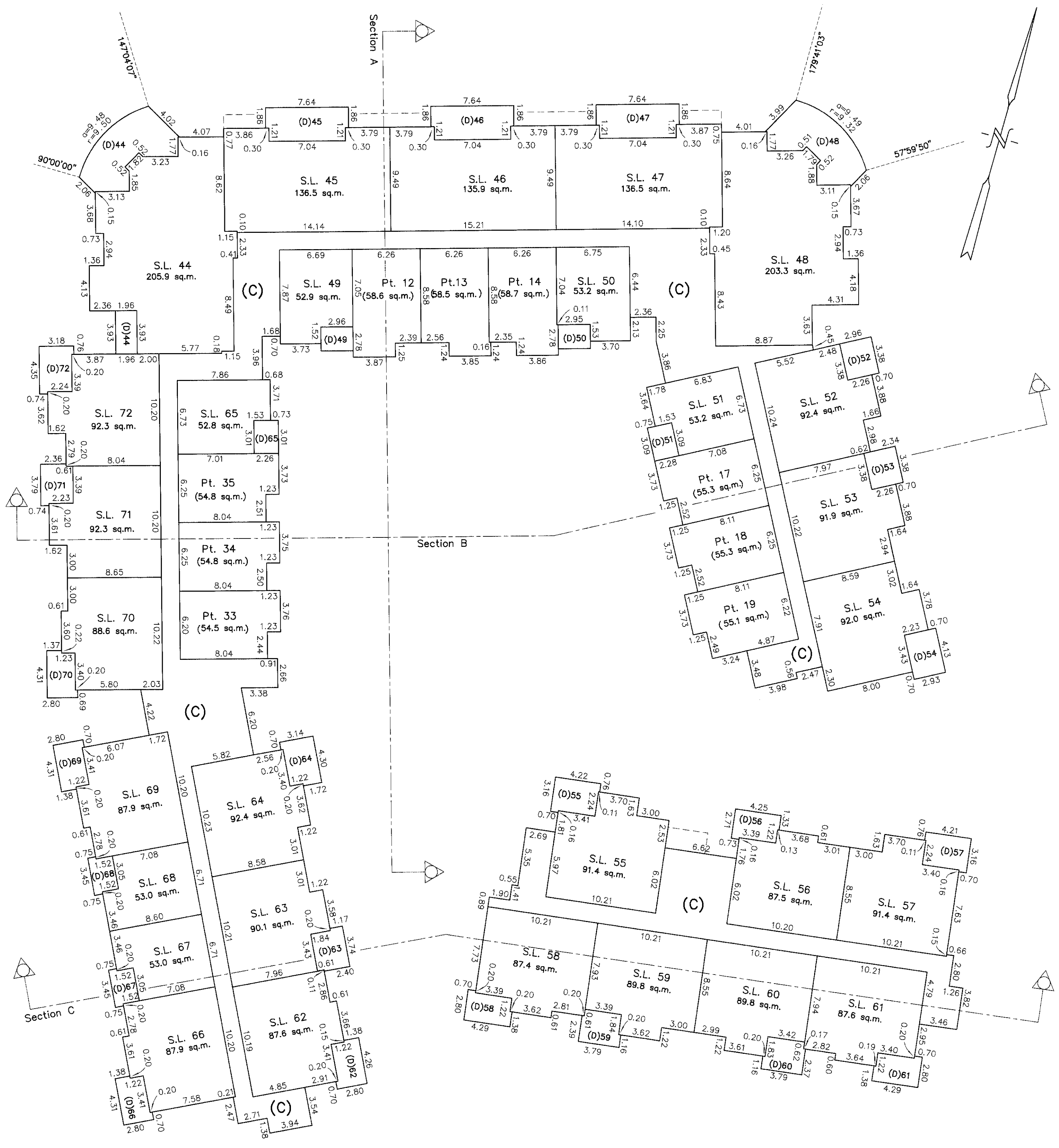
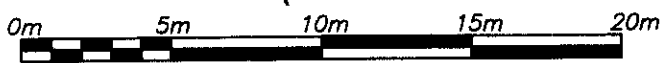
FILE 23724_strata

DATED THIS 7th DAY OF JULY, 2007.

J.R. Shortt
J.R. SHORTT, B.C.L.S.

THIRD FLOOR, STRATA LOTS 12-14, 17-19, 44-72.

SCALE 1:250 (All distances are shown in metres)

**LEGEND**

- Pt. DENOTES PART OF STRATA LOT
 LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
 (C) DENOTES COMMON PROPERTY
 (P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
 (D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
 OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS AND THE HALL SIDE OF HALL WALLS.

DATED THIS 7th DAY OF JULY, 2007.

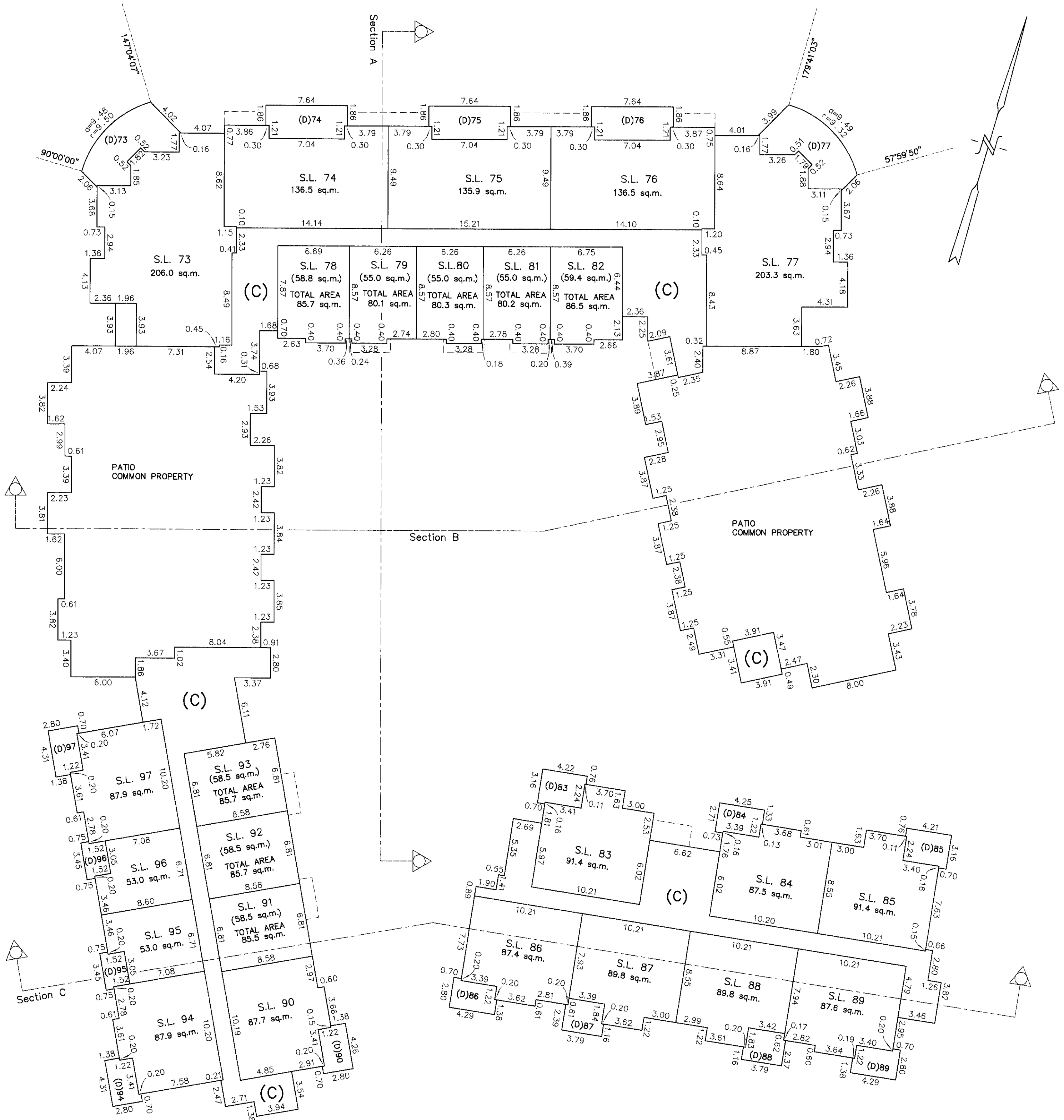
J.R. Shortt
 J.R. SHORTT, B.C.L.S.

FILE 23724_strata

FOURTH FLOOR, STRATA LOTS 73-97.

SCALE 1:250 (All distances are shown in metres)

0m 5m 10m 15m 20m

**LEGEND**

Pt. DENOTES PART OF STRATA LOT
 LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
 (C) DENOTES COMMON PROPERTY
 (P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
 (D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
 OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS
 AND THE HALL SIDE OF HALL WALLS.

FILE 23724_strata

DATED THIS 7th DAY OF JULY, 2007.

J.R. Shortt
 J.R. SHORTT, B.C.L.S.

FIFTH FLOOR, STRATA LOTS 78-82, 91-93, 98-104.

SCALE 1:250 (All distances are shown in metres)



LEGEND

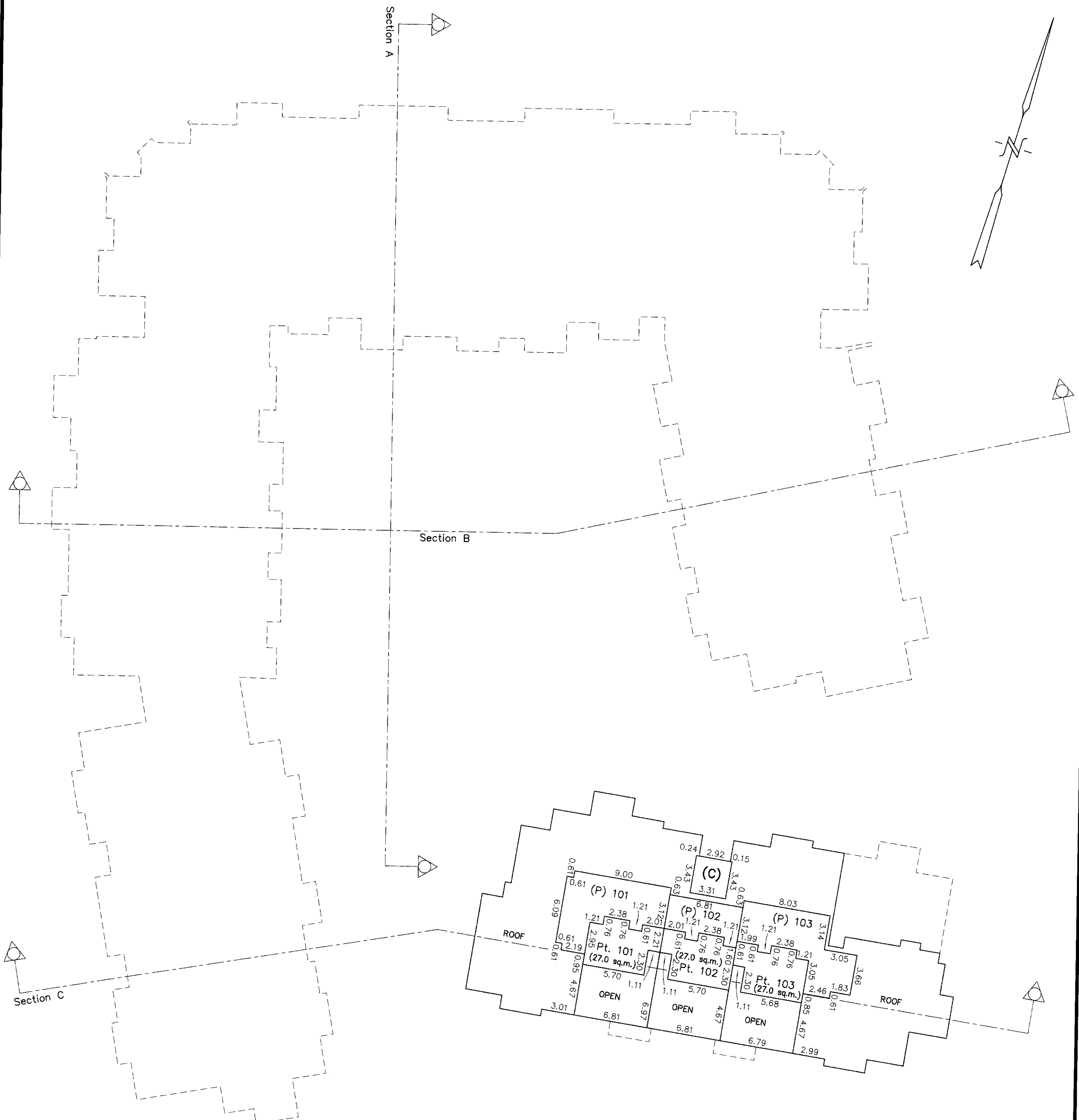
- Pt. DENOTES PART OF STRATA LOT
- LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
- (C) DENOTES COMMON PROPERTY
- (P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
- (D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
- OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS AND THE HALL SIDE OF HALL WALLS.

DATED THIS 7th DAY OF JULY, 2007.

J.R. Shortt
J.R. SHORTT, B.C.L.S.

A scale bar with markings at 0m, 5m, 10m, 15m, and 20m. The bar is divided into four equal segments, each representing 5m.



Pt. DENOTES PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
(C) DENOTES COMMON PROPERTY
(P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
(D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS AND THE HALL SIDE OF HALL WALLS.

FILE 23724_strata

DATED THIS 7th DAY OF JULY, 2007.

J.R. Shortt
J.R. SHORTT, B.C.L.S.

BUILDING SECTIONS

SCALE 1:250 (All distances are shown in metres)

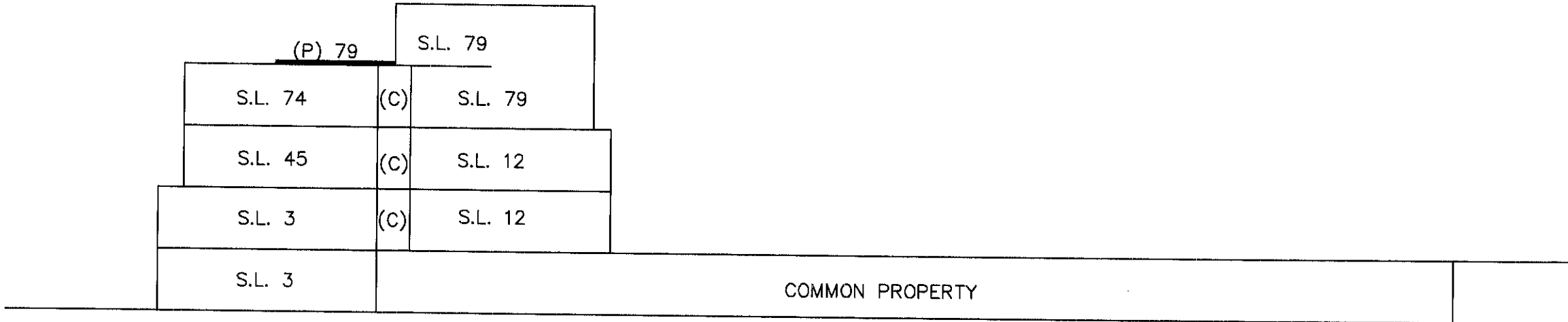
0m

5m

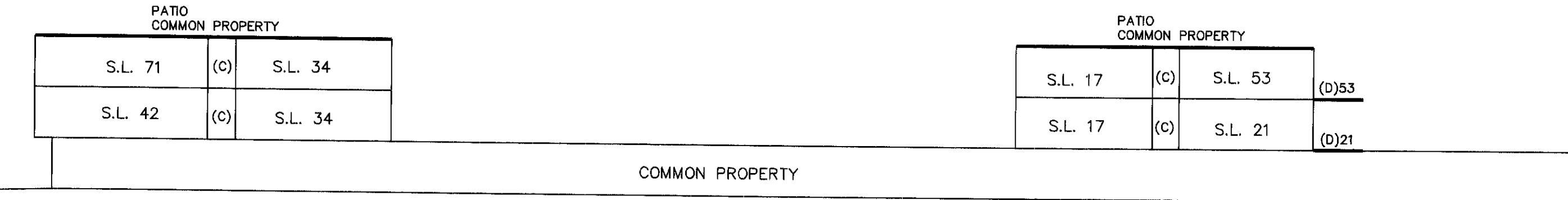
10m

15m

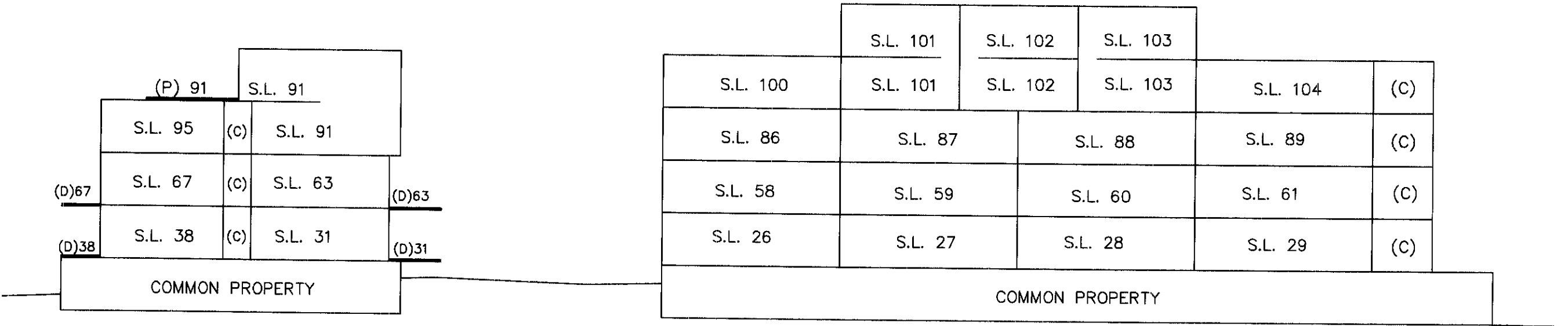
20m



Section A



Section B



Section C

LEGEND

PL DENOTES PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
(C) DENOTES COMMON PROPERTY
(P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
(D) DENOTES DECK - LIMITED COMMON PROPERTY FOR STRATA LOT
OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE OUTSIDE FACE OF OUTSIDE WALLS AND THE HALL SIDE OF HALL WALLS.

FILE 23724_strata

DATED THIS 7th DAY OF JULY, 2007.

J.R. SHORTT, B.C.L.S.

12 b) $\frac{3}{4}$ Vote Resolutions:

1. A $\frac{3}{4}$ vote requires that at least $\frac{3}{4}$ of the votes are cast in favour by eligible voters present in person or by proxy at a general meeting who have not abstained from voting, at the time the vote was taken.
2. If a resolution requiring a $\frac{3}{4}$ vote was passed at a general meeting by persons holding less than 50% of the votes in the strata corporation, then the strata council cannot implement the resolution for one week unless such action is needed to ensure safety or prevent significant loss.

Prior to the commencement of voting, you will be provided with a synopsis and details of each resolution that is being voted upon.

$\frac{3}{4}$ Vote Resolution #1 – Designation of Limited Common Property

WHEREAS except for strata lot 78, the original wooden planters and perimeter railings enclosing the rooftop patios were replaced with custom built aluminum planters and glazed divider walls and In all cases, moved from their original limited common property locations to accord better with the location of load bearing structures on common property.

AND WHEREAS Council has intended to recommend that the ownership authorize the expansion of the rooftop patios as shown on the attached sketch plan.

AND WHEREAS The Owners approved a resolution at the April 19, 2022 SGM authorizing the Strata Council to engage a surveyor for the purpose of generating a sketch plan intended to accompany a resolution to designate the expanded portion of rooftop patios as limited common property. That resolution noted that a further resolution to formally designate the common property portions of the reconfigured rooftop patios as limited common property for the exclusive use of strata lots 78-82, 91-93 and 101- 103 respectively would follow at a future meeting once the sketch plan has been prepared for inclusion with that resolution in a general meeting notice package.

AND WHEREAS The Strata Council has now obtained the sketch plans, which are attached, and this is the further resolution contemplated at the April 19, 2022 SGM. There are two sets of sketch plans attached. One set shows the proposed new patio dimensions including the existing and expanded patio areas to show the intended result. The other set shows just the expanded patio areas, and is the version required for registration of the new expanded area in the Land Title Office.

THEREFORE, BE IT RESOLVED by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan KAS 3310, pursuant to section 74 of the *Strata Property Act*: that the expanded areas shown on the attached sketch plan be designated as additional limited common property for the exclusive use of the owner of each related and referenced strata lot to which each patio is appurtenant, as indicated and shown on the attached sketch plans. The Owners, Strata Plan KAS 3310 hereby give the Strata Council the authority to prepare and file in the land title office such other documents as will be necessary to ensure that the subject areas be designated additional limited common property for the exclusive use of the owners of strata lots 78-82, 91-93 and 101- 103 to give effect to the intent of this resolution.

SKETCH PLAN DESIGNATING LCP FOR STRATA LOTS 78-82, DL 62 & SEC 30, TP 9, ODYD, STRATA PLAN KAS3310.

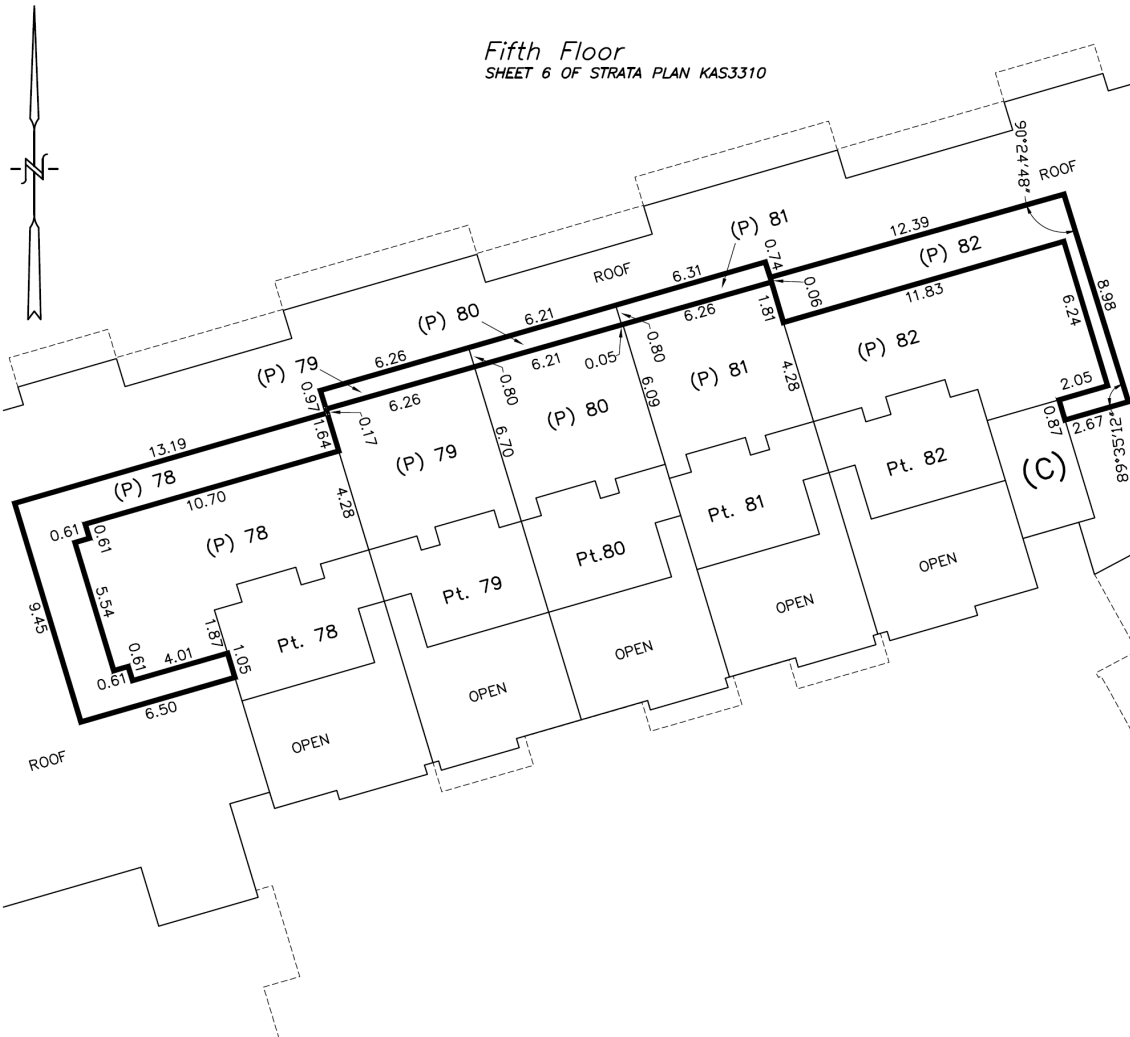
Pursuant to Sec 74, Strata Property Act.
City of Vernon

BCGS No. 82L.024

SCALE 1:200



ALL DISTANCES SHOWN IN METRES AND DECIMALS THEREOF
THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH x
432mm IN HEIGHT (B size) WHEN PLOTTED AT A SCALE OF 1:200



LEGEND

Pt. DENOTES PART OF STRATA LOT
(C) DENOTES COMMON PROPERTY
(P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE
OUTSIDE FACE OF OUTSIDE WALLS AND THE HALL SIDE OF HALL WALLS.
PATIOS ARE DEFINED BY THE OUTSIDE FACE OF THE BUILDING AND THE
CENTER OF RAILINGS

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NORTH
OKANAGAN AND THE VERNON ASSESSMENT AREA.

June 27, 2022

DISTANCES SHOWN ARE IN METRES AND DECIMALS THEREOF.

ASTRONOMIC BEARINGS ARE DERIVED FROM PLAN KAS3310

russell shortt

land SURVEYORS

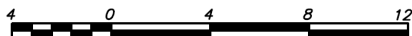
2801-32nd Street, Vernon, B.C. V1T 5L8
Phone: (250)545-0511 Email: jasons@jrshortt.ca
FILE: 29477 F.B. 1371 p12

SKETCH PLAN DESIGNATING LCP FOR STRATA LOTS 91-93, DL 62 & SEC 30, TP 9, ODYD, STRATA PLAN KAS3310.

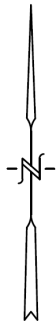
Pursuant to Sec 74, Strata Property Act.
City of Vernon

BCGS No. 82L.024

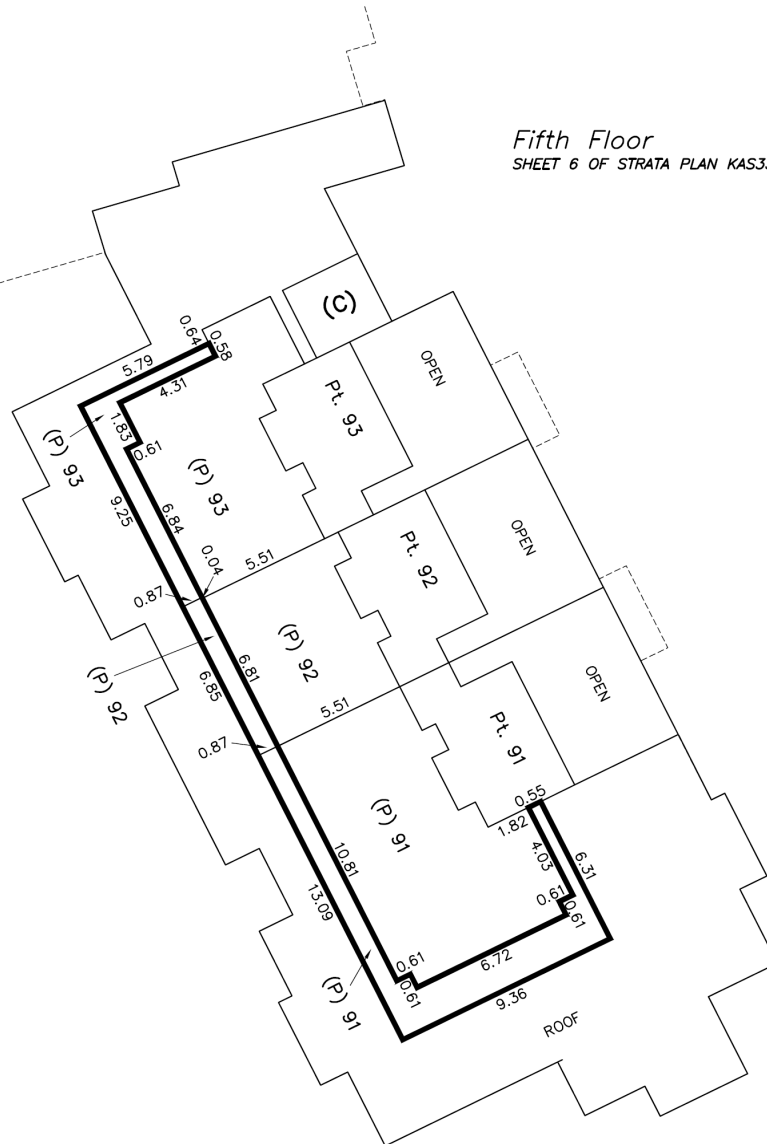
SCALE 1:200



ALL DISTANCES SHOWN IN METRES AND DECIMALS THEREOF
THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH x
432mm IN HEIGHT (B size) WHEN PLOTTED AT A SCALE OF 1:200



Fifth Floor
SHEET 6 OF STRATA PLAN KAS3310



LEGEND

Pt. DENOTES PART OF STRATA LOT
(C) DENOTES COMMON PROPERTY
(P) DENOTES PATIO - LIMITED COMMON PROPERTY FOR STRATA LOT
OPEN DENOTES OPEN TO BELOW

STRATA LOTS ARE DEFINED BY THE CENTRE OF DEMISING WALLS, THE
OUTSIDE FACE OF OUTSIDE WALLS AND THE HALL SIDE OF HALL WALLS.
PATIOS ARE DEFINED BY THE OUTSIDE FACE OF THE BUILDING AND THE
CENTER OF RAILINGS

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NORTH
OKANAGAN AND THE VERNON ASSESSMENT AREA.

June 27, 2022

DISTANCES SHOWN ARE IN METRES AND DECIMALS THEREOF.

ASTRONOMIC BEARINGS ARE DERIVED FROM PLAN KAS3310

russell shortt

land SURVEYORS

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