



STRATA PLAN EPS7862 THE CENTRE

BYLAWS

**STRATA PLAN EPS7862
THE CENTRE BYLAWS**

Amendments:

Registration: n/a

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PART 1 – Separate Sections

Retail section

- 1.1 (1) The owners of the commercial retail strata lots, being strata lots 1 – 6 (inclusive) (collectively, the “**Retail Strata Lots**”) will form a separate section within the strata corporation consisting of the Retail Strata Lots in the strata plan and bearing the name “Retail Section of the Owners, Strata Plan EPS7862” (the “**Retail Section**”).

Office section

- 1.2 (1) The owners of the office strata lots, being strata lots 7 – 107 (inclusive) (collectively, the “**Office Strata Lots**”) will form a separate section within the strata corporation consisting of the Office Strata Lots in the strata plan and bearing the name “Office Section of the Owners, Strata Plan EPS7862” (the “**Office Section**”).

Administration of sections

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

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

Payment and collection of section fees

- 1.4 (1) Each of the Retail Section and the Office Section is entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section, such funds to be separately

accounted for, with all interest to accrue to the relevant fund, but such funds not necessarily to be deposited to separate accounts.

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

Repair and maintenance of property by separate sections

- 1.5 (1) Each of the Retail Section and the Office Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation as a whole):
 - (a) repair and maintenance that in the ordinary course of events occurs less than once a year;
 - (b) the structure of a building;
 - (c) the exterior of a building;
 - (d) stairs, patios, balconies, decks and roof decks and other things attached to the exterior of the building; and
 - (e) doors, windows or skylights on the exterior of the building or that front on the common property.

PART 2 - Duties of Owners of all Strata Lots, Tenants and Occupants

Payment of fees

- 2.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation as set out in the approved budget.
- (2) If an owner is late in paying his or her strata fees, then the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and calculated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) If an owner has not paid his or her strata fees by the 15th day of the month in which such fees are payable, in addition to the interest payable pursuant to bylaw 2.1(2), after compliance with the notice and hearing provisions set in section 135 of the Strata Property Act (British Columbia) (the "**Act**"), the strata corporation will be entitled to assess a fine against such owner in the amount of \$50.00. If such strata fees are not received within seven (7) days thereafter, an additional \$50.00 fine will be levied on a cumulative basis, each seven (7) days. If strata fees become three (3) months in arrears, a lien will be placed on the title of the strata lot involved, at the owner's expense, which will include the strata fees and all costs involved in collecting the outstanding strata fees. Returned cheques will be subject to a \$50.00 handling fee plus fines as set out above.
- (4) Any payments made by an owner will first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

Repair and maintenance of property by owner

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

Use of property

- 2.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance, disturbance or hazard to another person;
 - (b) causes unreasonable or repetitive noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;

- (d) is illegal, immoral or injurious to the reputation of the building;
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan;
 - (f) may have the effect of increasing the risk of fire or the rate of fire or liability insurance on the common property or common assets;
 - (g) will materially interfere with or decrease the effectiveness of any security, alarm or fire prevention system; or
 - (h) will materially increase any operating cost of the strata corporation.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner will be entitled to grant, appurtenant to any lease of his or her strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (4) An owner will not use, or permit any tenant or occupant of such strata lot to use, his or her strata lot for any purpose which encourages loitering by persons in or about the strata lot or common property. For greater certainty, a person who is a customer or patron of a business carried on in a strata lot will be deemed not to be loitering in or about the strata lot or common property in connection with such person's patronage of such business.
- (5) An owner, tenant or occupant must not:
- (a) place any covering or shutters over the exterior or interior glass walls or windows of a strata lot other than:
 - (i) the window coverings specified in the purchase agreement for a strata lot and, thereafter, window coverings of the type, colour and appearance as determined by the council or section executive; and
 - (ii) window coverings that are required in connection with the business carried on in such strata lot, provided that such window coverings are approved by the council or section executive prior to the installation of same;
 - (b) use or permit the use of his or her strata lot for any purpose which may result in the release of toxic wastes or other pollutants, except in accordance with all relevant laws and regulations and each owner will comply with all laws relating to the production, storage, use, discharge, release and handling of all substances prohibited or controlled by laws

relating to pollutants, hazardous substances, special waste, and other like matters, and will comply with all requirements of the council, including the presentation of reports of qualified consultants with respect to such matters and certificates from owners confirming such compliance;

- (c) make, cause or produce undue noise, smell, vibration, glare or emission of smoke, vapour or dust in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (d) permit goods or materials to be left or stored on common property or limited common property;
- (e) keep trash, rubbish, waste material or other garbage or material to be recycled except in proper receptacles within the strata lot until removed. No trash, rubbish, waste material and other garbage or material to be recycled will be kept in the common property or in the limited common property except in proper receptacles designated by the council or section executive and in accordance with its specifications;
- (f) permit machinery which may cause any noise or jar or tremor to the floors or walls, or which by its weight might injure the floors or walls of the building to be used in the strata lots;
- (g) permit any excessive sound or visual medium to be broadcast outside such owner's strata lot, such as, without limiting the generality of the foregoing, excessive sound or visual effects from the use of equipment, or from any undertaking within a strata lot, or from loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts, in any manner capable of being heard or seen outside the strata lot;
- (h) permit any strong or unpleasant or dangerous odours to escape from his or her strata lot;
- (i) obstruct or use the sidewalks, walkways and passages of the common property for any purpose other than ingress or egress from the strata lots or adjacent parking areas;
- (j) permit any oil or grease or any deleterious objectionable or explosive matter or substance to be discharged into any sewers or drains;
- (k) erect, install or place any signs or advertising device or install exterior lighting, shades, awnings or exterior decorations to or upon his or her strata lot without the prior written consent of the council or section executive;
- (l) do anything or permit anything to be done on his or her strata lot or on the common property which will or would render invalid any insurance in force or tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto and will repay to the strata corporation all amounts representing the increase in any rate of premiums above the usual rate;

- (m) place or stack any materials on the common property without the prior written consent of the council;
- (n) burn any trash or garbage in or about his or her strata lot or the common property;
- (o) use the owner's strata lot for any purpose which may be injurious to the reputation of the building;
- (p) keep any animals on the owner's strata lot or the common property after notice not to do so from the strata council; or
- (q) make or cause to be made any structural alteration to the owner's strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on the owner's strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council

Prohibited uses

- 2.4 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use his or her strata lot for the following purposes:
- (a) a private auction or a fire, bulk, or bankruptcy sale or auction, a fictitious going-out-of business sale, lost-our-lease sale or similarly advertised event;
 - (b) a flea market, a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
 - (c) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the development;
 - (d) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures;
 - (e) sleeping apartments or lodging rooms;
 - (f) warehousing or dumping or disposing of garbage or refuse or recycling depot;
 - (g) a storage facility or any assembling, manufacturing, refining, smelting, agricultural, or mining operation;
 - (h) any dumping, disposing, incineration or reduction of garbage (except with respect to disposing of garbage (except with respect to disposing of garbage in certain designated areas in the development);

- (i) any dry cleaning plant (except, for greater certainty, a dry cleaning depot offering drop-off and pick-up services, with no onsite cleaning, will be permitted);
- (j) animal raising or boarding facilities;
- (k) any mortuary or funeral homes;
- (l) any “pornographic use”, adult entertainment sex shop;
- (m) any establishment primarily selling or exhibiting drug-related paraphernalia;
- (n) an amusement or video arcade, pool or billiard hall, night club, discotheque or dance hall;
- (o) any pawn shop or gun shop;
- (p) any legal or illegal marijuana or methadone dispensary;
- (q) any soup kitchen;
- (r) massage rooms or personal massage (other than massage of a therapeutic nature being carried out by licenced professionals which is permitted);
- (s) the operation of a convenience store, pharmacy, drug store, variety store or jug milk store; and
- (t) any dollar store meaning a business that sells at retail a wide variety of general merchandise items and offers for sale such items at price points near one dollar or multiples of one dollar and which promotes itself as a dollar store or dollar shop.

Inform strata corporation

- 2.5 (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner’s name, strata lot number and mailing address outside the strata plan, if any.
- (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities in Form K under the Act.

Obtain approval before altering a strata lot

- 2.6 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot.
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 2.6(1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to comply with any LEED guidelines adopted by the strata corporation;
 - (b) to take responsibility for any current and future expenses relating to the alteration; and
 - (c) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) Any alteration or addition made by an owner, tenant or occupant to a strata lot without such approval may be restored or removed by the council or its duly authorized representative and any costs incurred by the strata corporation as a result thereof will forthwith be paid by such owner, tenant or occupant to the strata corporation and in default of payment will bear interest as provided for in bylaw 2.1(2) hereof.
- (4) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (5) Without limiting the generality of bylaws 2.6(1) and 2.6(3), no structural alterations either to the interior or the exterior of a building will be made without the prior written approval of the council. No exterior alterations to wiring, plumbing, piping or other services will be made, either on the strata lot or the common property, without the prior written approval of the council. Interior alterations to wiring, plumbing, piping or other services may be made provided they comply with all building codes and do not affect any other strata lot. Municipal or other required permits for wiring or plumbing must be obtained prior to any such alterations.

- (6) An owner, tenant or occupant will not place any bars or other device visible from exterior glass walls or windows of a strata lot (except coverings permitted elsewhere by these bylaws).
- (7) Before making any alteration to a strata lot that will impact or may impact the building envelope, the owner, tenant or occupant making such alteration must obtain the approval of a building envelope engineer, which engineer must be approved by the council, in respect of such alteration.

Obtain approval before altering common property

- 2.7
- (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
 - (2) The strata corporation may require as a condition of its approval that the owner, tenant or occupant agree, in writing:
 - (a) to take responsibility for any current and future expenses relating to the alteration;
 - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
 - (c) to remove the alteration and restore the common property prior to moving out of the strata lot.
 - (3) Any alteration or addition made by an owner, tenant or occupant to common property, including limited common property, or common assets without such approval may be restored or removed by the council or its duly authorized representative and any costs incurred by the strata corporation as a result thereof will forthwith be paid by such owner, tenant or occupant to the strata corporation and in default of payment will bear interest as provided for in bylaw 2.1(2) hereof.
 - (4) An owner, tenant or occupant must not:
 - (a) do or permit anything to be done that may cause damage to the landscaping on the common property or that may interfere with the maintenance of the grounds generally; or
 - (b) form any refuse dump or rubbish or scrap heap upon the common property and will not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the common property.

Permit entry to strata lot

- 2.8
- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or

- (b) at a reasonable time, on 48 hours' written notice:
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in bylaw 2.8(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

Compliance with bylaws

- 2.9 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time
- (2) The strata corporation may:
 - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on a strata lot or the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
 - (b) require removal by an owner, tenant or occupant of any pet or other animal brought by the owner, tenant or occupant into a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner, tenant or occupant of a strata lot, or causes danger or damage to any owner, tenant or occupant of a strata lot or to any property of the strata corporation or an owner, tenant or occupant of a strata lot.

Claims on insurance policies

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

Smoking Prohibited

- 2.11 (1) Smoking is not permitted within 7.5 meters of any doorway, window or air intake of any public buildings or workplaces located in the development.
- (2) An owner, tenant or occupant must comply with any municipal, provincial or other regulations (including, without limitation, the Tobacco Control Act (British

Columbia) and regulations made thereunder) with respect to smoking on the common property, limited common property or within a strata lot.

Entry on Limited Common Property

- 2.12 (1) In the event the Retail Section or an owner, tenant or occupant of a strata lot in the Retail Section requires access over the limited common property appurtenant to the Office Section for the purpose of installing, repairing or maintaining utilities or other services and facilities serving the limited common property appurtenant to the Retail Section, such access and/or use shall be granted by the Office Section, provided that the Retail Section or the owner of the strata lot in the Retail Section gives prior written notice to the Office Section of the proposed work, all costs relating to the work are borne by the Retail Section or the owner of strata lot in the Retail Section and the work is conducted in accordance with such reasonable rules as are imposed by the Office Section and these Bylaws.
- (2) In the event the Office Section or an owner, tenant or occupant of a strata lot in the Office Section requires access over the limited common property appurtenant to the Retail Section for the purpose of installing, repairing or maintaining utilities or other services and facilities serving the limited common property appurtenant to the Office Section, such access and/or use shall be granted by the Retail Section, provided that the Office Section or the owner of the strata lot in the Office Section gives prior written notice to the Retail Section of the proposed work, all costs relating to the work are borne by the Office Section or the owner of strata lot in the Office Section and the work is conducted in accordance with such reasonable rules as are imposed by the Retail Section and these Bylaws.

PART 3 - Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 3.1 (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,
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - the structure of a building;
 - the exterior of a building;

- chimneys, stairs, balconies and other things attached to the exterior of a building;
 - doors, windows and skylights (including the casings, frames and sills on such doors, windows and skylights) on the exterior of a building or that front on the common property; and
 - 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) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, frames and sills on such doors, windows and skylights) on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

PART 4 - Council

Council size

- 4.1 (1) The council must have at least three and not more than seven members, and at least one of its members will be a representative of the Retail Section, and at least one of its members will be a representative of the Office Section.

Council members' terms

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

Removing council member

- 4.3 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) The office of member of the council will be vacated if the member:
- (a) by notice in writing to the strata corporation resigns his or her office;

- (b) becomes bankrupt;
 - (c) becomes mentally incapable; or
 - (d) is in arrears with regard to his or her contributions payable in respect of his or her strata lot for more than one month.
- (3) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
 - (4) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

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

Officers

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

Calling council meetings

- 4.6 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred to in bylaw 4.6(1) does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 4.7 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under bylaw 4.7(1), then the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, then the council must give the applicant a written decision within one week of the hearing.

Quorum of council

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

Council meetings

- 4.9 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, then council members are deemed to be present in person.
- (3) No person other than a member of council will be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- (4) Despite bylaw 4.9(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act; and
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 4.12 (1) Subject to bylaws 4.12(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 4.12(3).
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 4.13 (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) Notwithstanding bylaws 4.13(1) and 4.13(3), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Subject to bylaw 4.13(2), the council may not, except in emergencies, authorize without authorization by a resolution of the strata corporation passed, any single expenditure exceeding \$1,000 which was not set out in the annual budget adopted by the strata corporation or any expenditure not set out in the annual budget which would make the cumulative in any fiscal year of such expenditures not included in the budget in excess of \$2,000.
- (4) If the strata corporation makes an expenditure under bylaw 4.13(1), the strata corporation must inform owners as soon as feasible about any expenditure of more than \$1,000 on any single item.

Limitation on liability of council member

- 4.14 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Bylaw 4.14(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Consents

- 4.15 (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.

LEED Certification

- 4.16 (1) The council and each owner acknowledge that Belford (Silver) Properties Limited Partnership Belford (Silver) Nominee Ltd. (together, the "Developer") are in the process of achieving, or have achieved, LEED Silver equivalency in respect of the development and that the council, section executive and each owner will use commercially reasonable efforts to assist the Developer in achieving LEED Silver equivalency and, if such equivalency has been achieved, to maintain such equivalency.

PART 5 - Enforcement of Bylaws and Rules

Maximum fine

- 5.1 (1) The strata corporation may fine an owner, tenant or occupant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, then the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, then an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.
- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property

caused by the owner, his or her tenants, occupants, employees, customers, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.

- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

Continuing contravention

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

Small Claims Court

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

PART 6 - Annual and Special General Meetings

Person to chair meeting

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

Participation by other than eligible voters

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

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 6.3 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, then the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only two strata lots in the strata plan, bylaw 6.3(5) does not apply.
- (7) Despite anything in this bylaw, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

- 6.4 (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;

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

Electronic Attendance at Meetings

- 6.5 (1) At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Quorum

- 6.6 (1) Notwithstanding section 48(3) of the Act:
- (a) except with respect to a special general meeting held pursuant to section 43 of the Act, if, within thirty (30) minutes from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum; and
 - (b) with respect to a special general meeting held pursuant to section 43 of the Act, if, within thirty (30) minutes from the time appointed for such a meeting a quorum is not present, the meeting is terminated.

PART 7 - Common Expenses

Strata fees

- 7.1 (1) The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

Section fees

- 7.2 (1) The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with these Bylaws.

Apportionment of common expenses

- 7.3 (1) Common expenses will be apportioned between the Retail Section, and the Office Section and to individual strata lots in the following manner:
- (a) common expenses attributable to any separate section will be allocated to that separate section and, subject to this Part, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
 - (b) common expenses not attributable to any separate section, will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
 - (c) common expenses attributable to any one strata lot will be allocated to such strata lot.

Allocation between sections

- 7.4 (1) Without limiting the generality of section 7.3 and unless otherwise determined by the executives of each of the Retail Section and the Office Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:
- (a) expenses relating to areas designated as limited common property for each of the Retail Section and the Office Section will be for the account of the owners of strata lots in each respective section;
 - (b) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the strata corporation;
 - (c) costs for general repair and maintenance for the underground parkade will be for the account of the strata corporation;
 - (d) costs for waste and recycling bin services will be apportioned between each of the sections on the basis of the unit entitlement of the strata lots in each section;
 - (e) Water use shall be allocated to the Office Section on an individual meter usage. The Retail Section will have separate water meters for each owner;
 - (f) electricity for the common areas or exclusive use shall be allocated to the appropriate strata lots by way of separate meters or a system that is equitable to all sections involved, or based on unit entitlement;
 - (g) repair expenses relating to the common areas in each section (such as entrances, interior hallways, lobbies, corridors, meeting rooms and other

common areas) will be for the account of the owners of strata lots in each respective section; and

Expenses attributable to limited common property

- 7.5 (1) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne by the owners of the strata lots entitled to use the limited common property in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots entitled to use the limited common property. For greater certainty, electricity expenses attributable to limited common property will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation, or such other system that is equitable to the owners of strata lots.

Apportionment within a section

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

Apportionment of common expenses

- 7.7 (1) Common expenses will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation.

Payment of “non-common” expenses

- 7.8 (1) If a strata lot requires a utility or other service:
- (a) that is not supplied to all strata lots, then the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot then the cost of such utility or service will be apportioned and charged to the strata lot by the strata corporation on such reasonable basis as it will determine; and

- (b) that is separately metered by individual strata lot, then the cost will not be a common expense, but to facilitate payment the strata corporation is hereby authorized pursuant to section 38(a) and 72(3) of the Act to assume responsibility for the maintenance of metered utilities and/or services to the strata development, if it so elects, and may enter into contracts with utility providers that provide for payment of metered utilities by the strata corporation which will then be allocated to individual owners on the basis of the meters.

PART 8 - Executives

Executive size

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

Executive members' terms

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

Removing executive members

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

Replacing executive members

- 8.4 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.

- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Retail Section and the Office Section, as applicable, may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 8.5
- (1) At the first meeting of the executive held after each annual general meeting of Retail Section and the Office Section, as applicable, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 8.6
- (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) An executive meeting may be held on less than one week's notice if
 - (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of executive hearing

- 8.7 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

Quorum of executive

- 8.8 (1) A quorum of the executive is
- (a) 1, if the executive consists of one member; and
- (b) 2, if the executive consists of 2 or 3.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

Executive meetings

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

Voting at executive meetings

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

- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

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

Delegation of executive's powers and duties

- 8.12 (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with 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 executive may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

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

Limitation on liability of executive member

- 8.14 (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these Bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

PART 9 - Voluntary Dispute Resolution

Voluntary dispute resolution

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

PART 10 - Marketing Activities by Developer

- 10.1 (1) During the time the developer (and/or either of the parties comprising the Developer) is the owner of any strata lot, the developer (and/or either of the parties comprising the developer), and their agents, will have the right to:
- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or presentation centres and to carry on within such strata lots and within any area of the common property of the development any marketing and sales functions (including, without limitation, conducting tours of the development and holding marketing and sales events and other activities) in respect of the development and/or any Adjacent Development;
 - (b) erect and maintain signage in and around any unsold strata lots and on the common property of the development for the duration of the marketing and sales program;

- (c) maintain display areas, landscaping and parking areas;
- (d) use any visitor or public parking, any parking intended to be assigned to any unsold strata lots for marketing and sales purposes and for any other reason related to the development and the Adjacent Development;
- (e) use any area of the common property to conduct the marketing, sale or lease of such strata lots (including by way of hosting promotional events) for up to 48 months after the date of first occupancy of any strata lot within the development; and
- (f) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives,

in each case as may be reasonably determined by the developer (and/or either of the parties comprising the Developer) in order to enable or assist them in marketing or selling any strata lot within the development or the Adjacent Development. The developer (and/or either of the parties comprising the developer) will act reasonably in exercising their rights under this bylaw 10.1.

Adjacent Development

- 10.2 (1) **“Adjacent Development”** means any real estate development currently being developed or will be developed in the future on lands adjacent to the development by (i) an affiliate or entity related to the developer of the development, (ii) Belford (Silver 2) Properties Limited Partnership (the **“Partnership”**) or (iii) any other entity or entities which is/are affiliated with or related to the Partnership or Belford (Silver) Nominee Ltd. or any of their respective partners or owners.
- 10.3 (1) Signs advertising the sale, lease or open house of a strata lot must only be displayed on the common post, directory board or directory tree, if any, supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property, and the limited common property or window of any strata lot owned or leased by the owner developer, at the reasonable discretion of the owner developer.

PART 11 – Miscellaneous Bylaws

Garbage disposal

- 11.1 An owner, tenant or occupant will remove or cause to be removed all trash, rubbish, waste material or other garbage or material to be recycled from the strata lot and deposit it or cause it to be deposited in proper receptacles provided by the strata corporation for that purpose and as designated by the council and in accordance with its specifications. Any trash, rubbish, waste material or other garbage or material to be recycled that is not removed by the City of Burnaby (or a private company contracted to do same) at regular intervals will be removed by each owner, tenant or occupant at his or her own expense not less frequently than the time stipulated by the council from time to time.

Signs and displays

- 11.2 (1) Notwithstanding bylaw 2.6(1)(c), an owner, tenant or occupant may install signs or notices within a strata lot so as to be visible from the exterior of such strata lot, and on the exterior of such strata lot, on the condition that such signs or notices:
- (a) have received the written approval of the council, acting reasonably;
 - (b) have received any approvals required from applicable governmental authorities;
 - (c) comply with any signage specifications prepared by the Developer's architects or consultants and approved by the City of Burnaby;
 - (d) are in keeping with the overall presentation of the development in terms of proportion, quality, design and colour; and
 - (e) are in compliance any signage design guidelines for the development which may be in effect from time to time; and
 - (f) are of professional display quality, face the windows, are constructed from new materials and are maintained in a first class condition.
- (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
- (3) Owners are responsible to restore the building wall or common property, including painting, as a result of any damage or marks due to their sign, within seven (7) business days of damage.
- (4) All signs and displays will be maintained by the owner, tenant or occupant in good condition on an ongoing basis.
- (5) Prior to installing any sign or notice that will impact or may impact the building envelope, the owner, tenant or occupant installing such sign or notice will be required to obtain the approval of a building envelope engineer, which engineer must be approved by the council, in respect of such sign or notice.
- (6) Notwithstanding the foregoing bylaws, no sandwich board signage may be placed on the common property unless approved in writing by the council.

Awnings

- 11.3 (1) An owner, tenant or occupant of a Retail Strata Lot will not be permitted to install awnings within and attach the same to the common property around the outside perimeter of a strata lot which face the city street, except that awnings may be installed to replace those awnings installed by the developer on the common property adjacent to the Retail Strata Lots on the condition that the plans for such replacement awnings:

- (a) have received the written approval of the council executive, acting reasonably;
 - (b) have received any approvals or licenses required from applicable governmental authorities; and
 - (c) depict awnings which are of the same appearance, design, quality, proportion and colour as those awnings installed by the developer on the common property adjacent to the Retail Strata Lots.
- (2) Any awning attached to the common property adjacent to a Retail Strata Lot will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner, tenant or occupant of such Retail Strata Lot.
 - (3) Prior to installing any awning that will or may impact the building envelope, the owner, tenant or occupant installing such awning will be required to obtain the approval of a building envelope engineer, which engineer must be approved by the council, in respect of such awning.
 - (4) An owner, tenant or occupant of an Office Strata Lot will not be permitted to install awnings.

Bylaw restrictions

- 11.4 (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing an owner from fully utilizing his or her strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the strata lot is not a breach of these bylaws.
- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner, tenant or occupant from leasing, subleasing, granting a licence or entering into any lease, sublease or license arrangement with respect to the use of a strata lot.
- (4) Any amendments to bylaws 11.4(1) to 11.4(4) inclusive may only be passed by a unanimous vote of the strata corporation.

Damage to Property

- 11.5 (1) In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, where such loss or damage arises as a result of a negligent or deliberate act of a customer or visitor, then such owner who is responsible for the customer or visitor, will, as permitted by section 133 of the Act, be responsible for paying to the strata corporation the reasonable costs of the

strata corporation remedying the contravention of this bylaw, being an amount equal to the insurance deductible payable by the strata corporation.

- (2) The property of an owner, tenant or occupant on common property is there at such person's risk as to loss or damage from any cause whatsoever, including moisture damage, fire or theft.
- (3) Owners are liable to the strata corporation for any and all damage done to the common property by their customers, guests and visitors.
- (4) In the event that the strata corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, an owner will indemnify and save harmless the strata corporation from the expense of a contractor(s) attending the building and/or from any reasonable emergency maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (5) No owner, tenant or occupant will be entitled to claim any compensation from the strata corporation for any loss or damage to the property or person of the owner, tenant or occupant arising from any defect or want of repair of the common property, or any part thereof, unless such loss or damage resulted from negligent act or omission on the part of the strata corporation, its employees or agents.
- (6) The strata corporation will not be responsible to a owner, tenant or occupant for any loss, damage or expense caused by an overflow or leakage of water from any adjoining buildings or by the breaking or bursting of any pipe or plumbing fixtures, or in any other manner whatsoever, unless such damage results from a negligent act or omission on the part of the strata corporation, its employees or agents.
- (7) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents will, in carrying out any work or repairs, do so in a proper and workmanlike manner and will make good any damage to the strata lot occasioned by such work and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

Access by Consultants

- 11.6 (1) The owners and the Strata Corporation will permit the contractors or representatives of any warranty provider in connection with the construction of the development and the Adjacent Development including the developer's building envelope consultants to have access to the development or part or parts thereof, including the common property, from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development and the Adjacent Development without hindrance from or compensation to the owners and the Strata Corporation.

Parking

- 11.7 (1) An owner of a strata lot may be entitled to the exclusive use of zero, one or more parking stalls located in the underground parking facility located within the development, pursuant to a partial assignment of the parking facility lease (the **"Parking Facility Lease"**) between Belford (Silver) Properties Limited Partnership and Belford Parking Ltd., a copy of which is attached as Exhibit 1 hereto.
- (2) An owner, tenant or occupant of a strata lot will not:
- (a) use any parking stall in the underground parking facility except a parking stall which has been specifically assigned to that strata lot;
 - (b) rent or lease a parking stall assigned to that strata lot or otherwise permit that parking stall to be regularly used by anyone that is not an owner, tenant or occupant of the building;
 - (c) store any personal items within a parking stall assigned to the strata lot;
 - (d) carry out, or permit any guest, employee, agent or invitee of the owner, tenant or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, or in the underground parking facility, except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property, or in the underground parking facility, howsoever and whensoever such spill or leak occurs, from his or her vehicle, whether as a result of any activity prohibited by these bylaws or otherwise;
 - (e) park any vehicle on the common property of the development or permit any guest to park any vehicle on the common property, except that an owner, tenant or occupant of a strata lot may park within the parking stall(s) in the underground parking facility, if any, assigned to such strata lot pursuant to the Parking Facility Lease;
 - (f) store any vehicle or recreational vehicle on the common property or in the underground parking facility or permit any guest to do so.
- Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a boat trailer or other recreational vehicle within the parking stall assigned to such strata lot pursuant to the Parking Facility Lease, provided that such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the underground parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof; or
- (g) park or store any vehicle within the underground parking facility, the common property or the limited common property, unless such owner, tenant or occupant has obtained adequate insurance in respect thereof.

Disabled Parking

- 11.8 (1) The strata corporation will administer the use of certain parking stalls located in the Parking Facility that are designated for use by disabled persons (such stalls being the “**Disabled Stalls**”). The Disabled Stalls will be allocated and marked for the exclusive use of, and may be used only by, physically disabled owners and occupants of the strata lots. The strata corporation will be responsible for facilitating the distribution and use of the remainder of the Disabled Stalls by the owners and occupants of the strata lots as follows:
- (a) only physically disabled owners or occupants of the strata lots are permitted to use the Disabled Stalls;
 - (b) upon presentation to the strata corporation for its review of a valid disabled person’s parking permit issued by the applicable government authority for use of parking stalls designed for use by persons with physical disability, or other proof satisfactory to the strata corporation, acting reasonably, as to the physical disability of an owner of a strata lot who resides in such strata lot or of his or her spouse, dependent child or tenant who resides in such strata lot (each such person a “Disabled Person”), such Disabled Person may apply to the strata corporation for a licence granting the exclusive right to use a Disabled Stall;
 - (c) subject to availability of any Disabled Stalls, such a licence may be granted by the strata corporation in its sole discretion and, if granted, will be valid for an initial term of one year (subject to subsection (d) below) and will be subject to such additional terms and/or conditions as may be determined by the strata corporation in its sole discretion, and the initial term thereof will (unless terminated as hereinafter provided) be automatically extended (without any action on the part of the strata corporation or the licensee) on the expiry of the initial term and each year thereafter, in each case for an additional one year period and otherwise on the same terms and conditions as applied during the initial term; and
 - (d) any licence (or extension thereof, as applicable) permitting the use of a Disabled Stall will terminate, effective immediately, upon the occurrence of any of the following:
 - (i) the sale or other disposition of the strata lot owned or occupied by the Disabled Person in respect of whom the foregoing proof of disability was presented to the strata corporation;
 - (ii) the Disabled Person in respect of whom the foregoing proof of disability was presented to the strata corporation ceases to own or occupy a strata lot within the development; or
 - (iii) receipt by the strata corporation from the licensee of written notice of termination of such licence (or extension thereof, as applicable).

Electrical Plug-In Stalls

- 11.9 (1) Certain parking stalls (the “**Electrical Plug-In Stalls**”) located in the Parking Facility are each designed and constructed to have access to an operating electrical outlet (the “**Electric Plug-in Stations**”), for the purpose of charging electric vehicles parked in such Electrical Plug-in Stalls.
- (1) The strata corporation will administer the use of the Electric Plug-in Stalls and the Electric Plug-in Stations, in accordance with Covenant CA5704087 registered on title to the common property in favour of the City of Burnaby.
- (2) In this section 11.9: (i) “**Qualified Owner**” means an owner, tenant or occupant of a strata lot who has an electric vehicle; and (ii) “**Non-Qualified Owner**” means an owner of a strata lot who is not a Qualified Owner.
- (3) If a Qualified Owner holds an interest in a parking stall (a “**Regular Stall**”) that is not an Electric Plug-in Stall, then the Qualified Owner may make a written request that the strata corporation exchange the Qualified Owner’s Regular Stall for an Electric Plug-in Stall. Within 60 days of receipt by the strata corporation of a written request for such an exchange from a Qualified Owner, the strata corporation will require that a Non-Qualified Owner who is the holder of an interest in an Electric Plug-in Stall (if any and to be selected by the strata corporation in its sole discretion if there is more than one such Non-Qualified Owner) exchange his or her interest in the Electric Plug-in Stall with the Qualified Owner for his or her interest in the Regular Stall for no consideration. Such an exchange will be effected by the Non-Qualified Owner partially assigning his or her interest in the Parking Facility Lease to the Qualified Owner in respect of the Electric Plug-in Stall, and the Qualified Owner partially assigning his or her interest in the Parking Facility Lease to the Non-Qualified Owner in respect of the Regular Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of his or her interest in the Parking Facility Lease in favour of the other substantially in the form attached as Schedule B to the Parking Facility Lease.

Shared Project Facilities

- 11.10 (1) The development, the residential development, the restaurant parcel and the daycare parcel share or may share certain common structural support, access and egress routes, life and utility systems and common facilities (collectively, the “**Shared Project Facilities**”). The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all easements and other agreements (collectively, the “**Project Agreements**”) entered into or assumed by the strata corporation in respect of the shared use and enjoyment of, the Shared Project Facilities and any and all rules and regulations established by the strata council for the development and the owners or strata councils of the other developments from time to time with respect thereto.

Cost Sharing Agreement

- 11.11 (1) The owners of the strata lots acknowledge that the strata corporation may be party to one or more cost sharing agreements including the Project Agreements, pursuant to which the strata corporation is obligated to contribute a proportionate

share of costs relating to the operations, repair and maintenance of the Shared Project Facilities and that the strata corporation's share of the costs under such agreements is a common expense which will be borne by the owners of the strata lots in proportion to the unit entitlement of their strata lots or as otherwise set out in the budget of the strata corporation.

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

1. BC LAND SURVEYOR: (Name, address, phone number)

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:	Control Number:
Plan Number:	
This original plan number assignment was done under Commission #:	LTO Document Reference:

3. CERTIFICATION:	Form 9	Explanatory Plan	Form 9A
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The field survey was completed on: (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: (YYYY/Month/DD)

I am a British Columbia land surveyor and certify that

this plan was completed and checked on: (YYYY/Month/DD)

that the checklist was filed under ECR#:

and that the plan is correct in accordance with Land Title Office records.

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of	(YYYY/Month/DD)	None	Strata Form S
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None	Strata Form U1	Strata Form U1/U2
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I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: (YYYY/Month/DD)

I am a British Columbia land surveyor and certify:

1. That the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan subject to clause 2 of this endorsement

2. That certain parts of the buildings are not within the external boundaries but appropriate and necessary easements of other interests are registered as set out in section 244 (1)(f) of the Strata Property Act.

Registered Charge Number(s):

Certification Date: (YYYY/Month/DD)

Arterial Highway	I am a British Columbia land surveyor and certify that I am authorized by the Minister of Transportation and Infrastructure under section 44.1 of the Transportation Act to show certain lands identified on this plan dedicated as Arterial Highway.
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Remainder Parcel (Airspace)	I am a British Columbia Land Surveyor and certify that no portion of the parcels or dedications created on this plan overlap vertically, that is, lie above or below any portion of the Air Space parcels on Air Space Plan
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4. ALTERATION: LTO Document Reference:

This is an alteration to a previous version of this plan identified by control number:

DESCRIPTION OF ALTERATION: SEE SCHEDULE

0 10 20

SCALE 1 : 250 DISTANCES ARE IN METRES

GROUND RELAYS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 8741551 AND 8741532 AND ARE REFERRED TO CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ADDED ARE DERIVED FROM THE LAMOST PUBLISHED COORDINATES FOR GEODETIC CONTROL MONUMENTS 8741531 AND 8741532.

THIS PLAN SHOWS HORIZONTAL, GROUND-LEVEL, DISTANCES, UNLESS OTHERWISE SPECIFIED, TO COMPUTE GROUND DISTANCES. MULTIPLE GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.898953 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 8741551 AND 8741532.

NAD83 (CSRS) 4.0, BCG, I, WRD UTM ZONE 10 COORDINATES			
TABLET MARKING	NORTHING	EASTING	ABSOLUTE ACCURACY
87HJ251	5452436.538 m	498845.939 m	0.01 m
87HJ252	5452392.251 m	498822.652 m	0.01 m

THE BUILDING SHOWN HEREIN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN

OF EXTERIOR WALLS, THE EXTERIOR FACE OF INTERIOR WALLS ADJOINING COMMON AREAS, AND THE CENTRE LINE OF DEMISING WALLS BETWEEN STRATA LOTS.

LOP AREAS ARE DEFINED AS TO HEIGHT BY THE CENTER OF THE FLOOR ABOVE OR ITS EXTENSION OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF A STRATA LOT WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED

▲ DENOTES CONTROL MONUMENT
■ DENOTES LEAD PLUG FOUND
● DENOTES STANDARD IRON POST FOUND
Wt. DENOTES WITNESS
NF DENOTES NOTHING FOUND
m² DENOTES SQUARE METRES
S DENOTES STRATA LOT

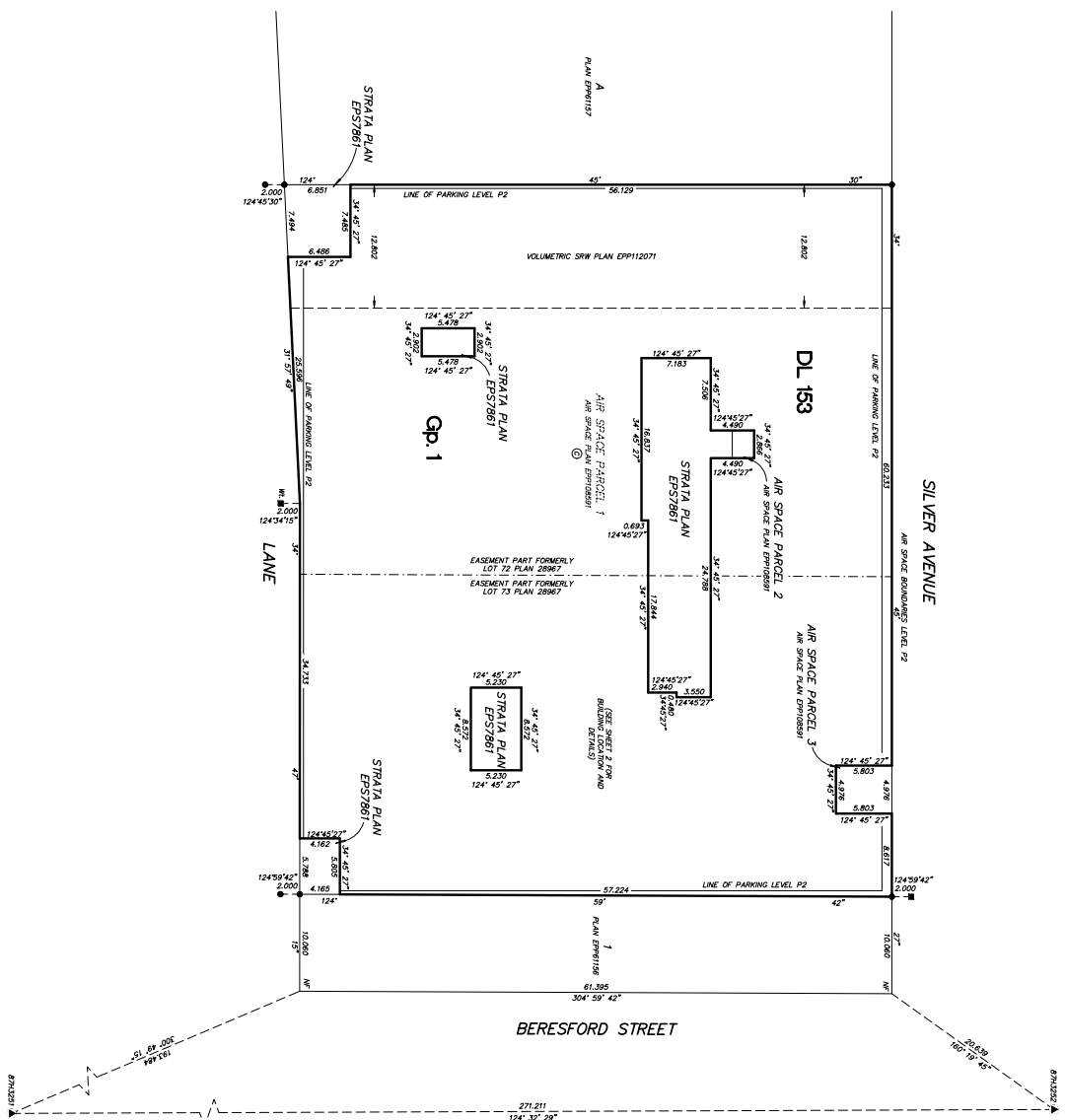
1	DENOTES ELECTRICAL ROOM BEING COMMON PROPERTY
2	DENOTES MECHANICAL ROOM BEING COMMON PROPERTY
3	DENOTES VESTIBULE BEING COMMON PROPERTY
4	DENOTES STAIRS BEING COMMON PROPERTY
5	DENOTES ELEVATOR BEING COMMON PROPERTY
6	DENOTES PLANTER BEING COMMON PROPERTY
7	DENOTES LIMITED COMMON PROPERTY
105	FOR THE EXCLUSIVE USE OF STRATA LOTS 7-107 (TYPICAL)

NOTE: THIS PLAN SHOWS ONE OR MORE MINUSSE COSTS WHICH ARE NOT SET ON THE TRUE CUMMIS.

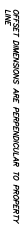
NOTED: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).

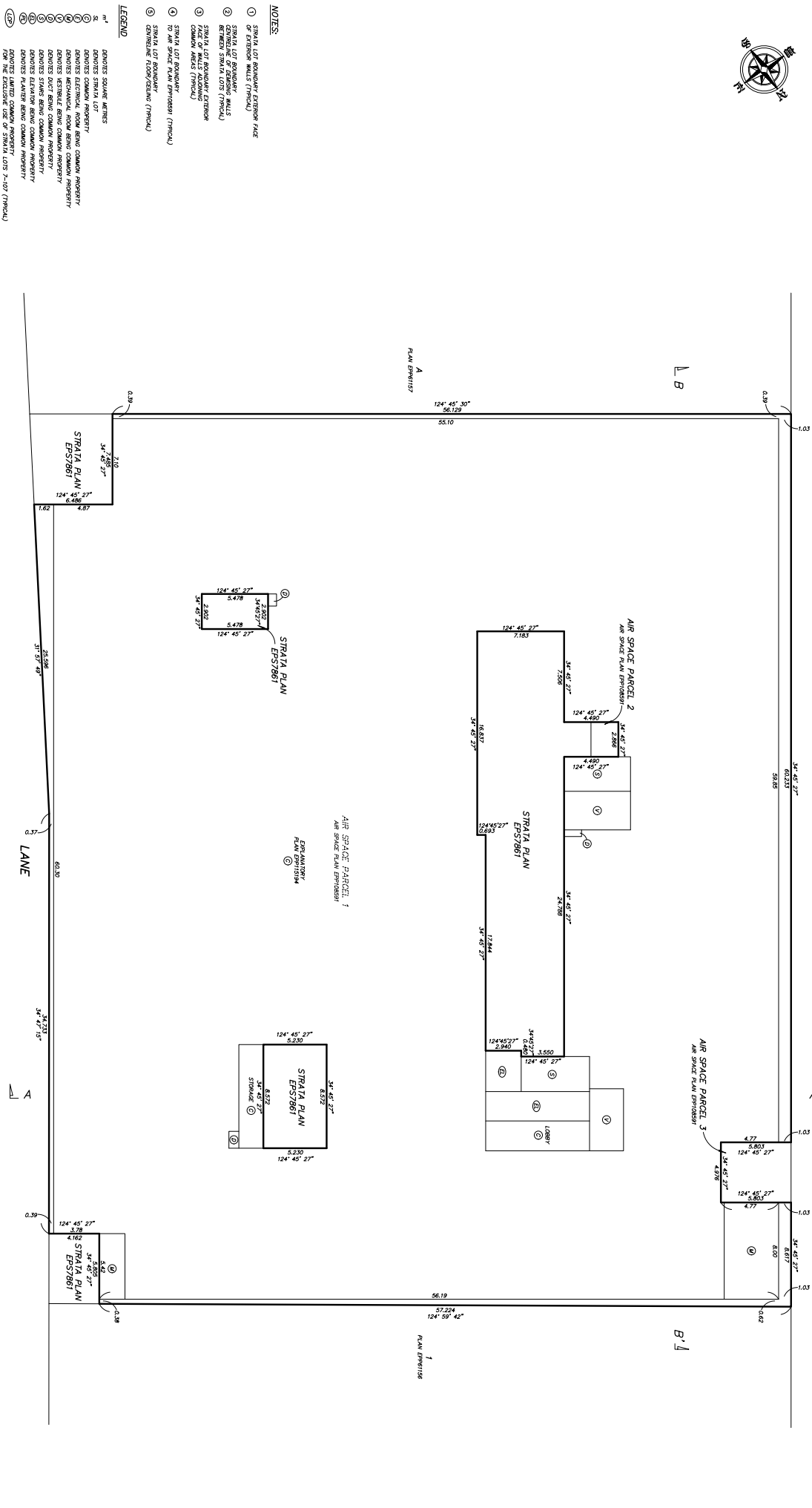
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT



4 - 19069 94th Ave
Surrey, BC V4N 3S9
www.butterandsocks.ca
Tel. 604-513-9611



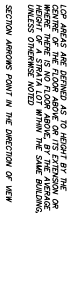


LEGEND

- ① STRATA LOT BOUNDARY EXTENSION FACE OF EXTERIOR WALLS (TYPICAL)
- ② STRATA LOT BOUNDARY EXTENSION FACE OF WALLS FOLLOWING COMMON WALLS (TYPICAL)
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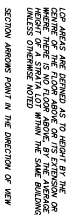


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JESSE MURIN, BCLS
 Date: SEPTEMBER 17, 2022
 File: 4873\Strato\Final
 Dwg: 4873-FS-ASP1

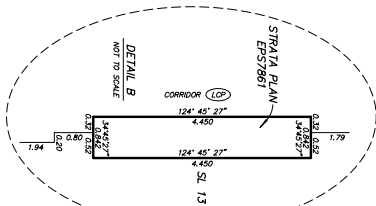
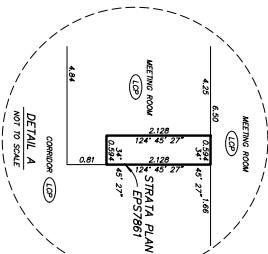




JESSE MORIN, BOLS
Date: SEPTEMBER 17, 2022
File: 4873\Stroto\Final
Dwg: 4873-FS-ASP1



THE INTENDED PLOT SCALE OF THIS PLAN IS 664 mm IN WIDTH BY 560 mm IN HEIGHT (D SIZE). WHEN PLOTTED AT A SCALE OF 1:150.

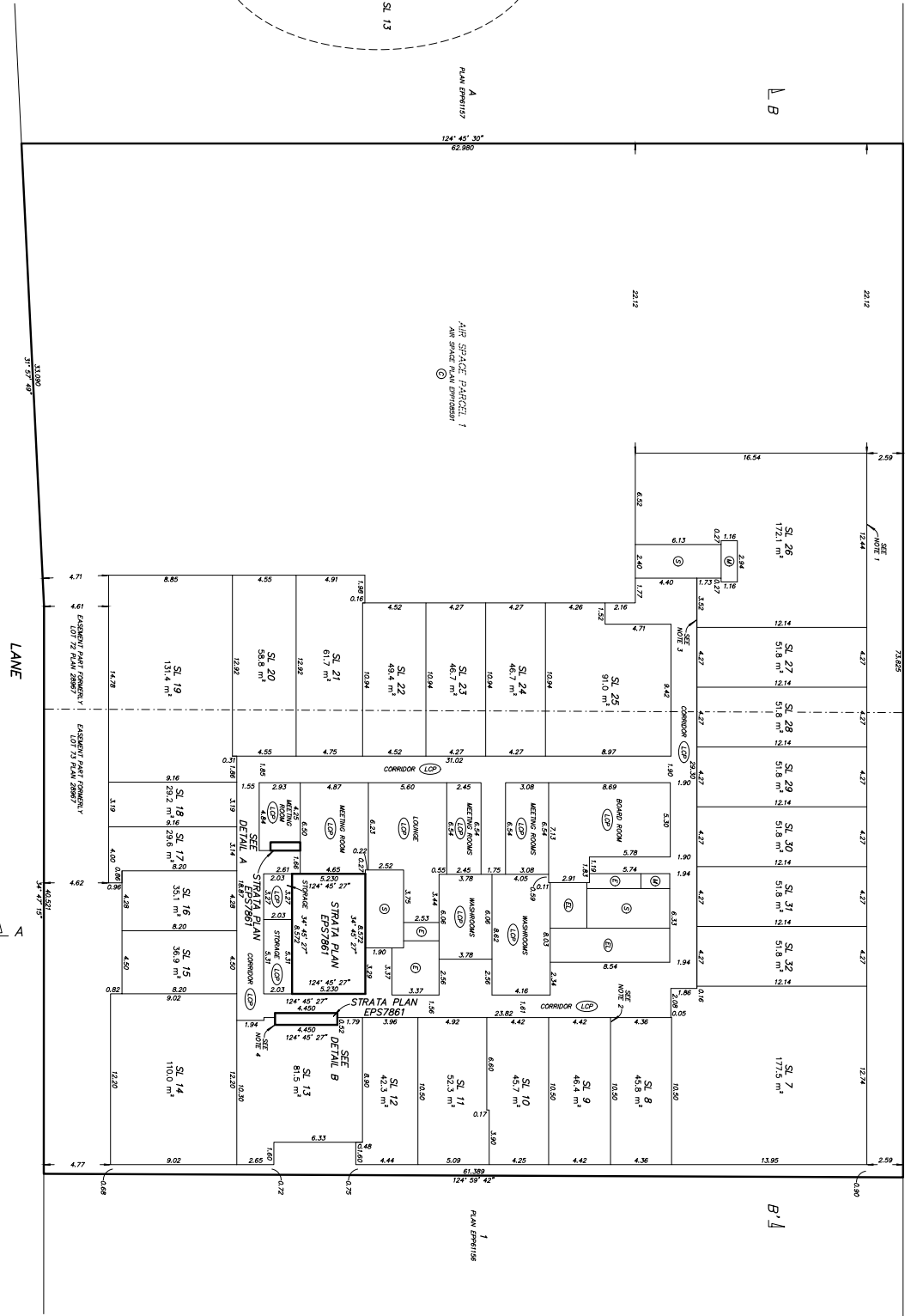


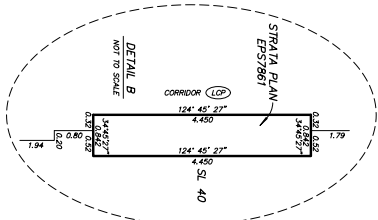
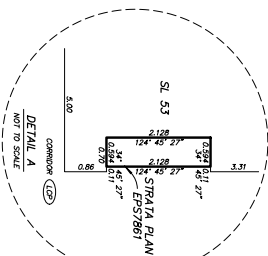
- ① STRATA LOT BOUNDARY EXTERIOR FACE OF EXTERIOR WALLS (TYPICAL)
- ② STRATA LOT BOUNDARY EXTERIOR FACE OF EXTERIOR WALLS BETWEEN STRATA LOTS (TYPICAL)
- ③ STRATA LOT BOUNDARY EXTERIOR FACE OF WALLS ADJOINING COMMON AREAS (TYPICAL)
- ④ STRATA LOT BOUNDARY TO AIR SPACE PLAN PER 108591 (TYPICAL)
- ⑤ STRATA LOT BOUNDARY CEILINGLINE FLOOR/CEILING (TYPICAL)

m^2 DENOTES SQUARE METRE

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 7
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 3
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 100%
- DENOTES SQUARE METERS
 DENOTES STAYIA LOT
 DENOTES COMMON PROPERTY
 DENOTES ELECTRICAL ROOM BEING COMMON PROPERTY
 DENOTES MECHANICAL ROOM BEING COMMON PROPERTY
 DENOTES RESTRIABLE BEING COMMON PROPERTY
 DENOTES PLANT BEING COMMON PROPERTY
 DENOTES STAIRS BEING COMMON PROPERTY
 DENOTES ELEVATOR BEING COMMON PROPERTY
 DENOTES PLANTER BEING COMMON PROPERTY
 DENOTES EXCLUSIVE USE OF STAYIA LOTS 7-107 (TYPICAL)

SECTION AROUNDS POINT IN THE DIRECTION OF VIEW



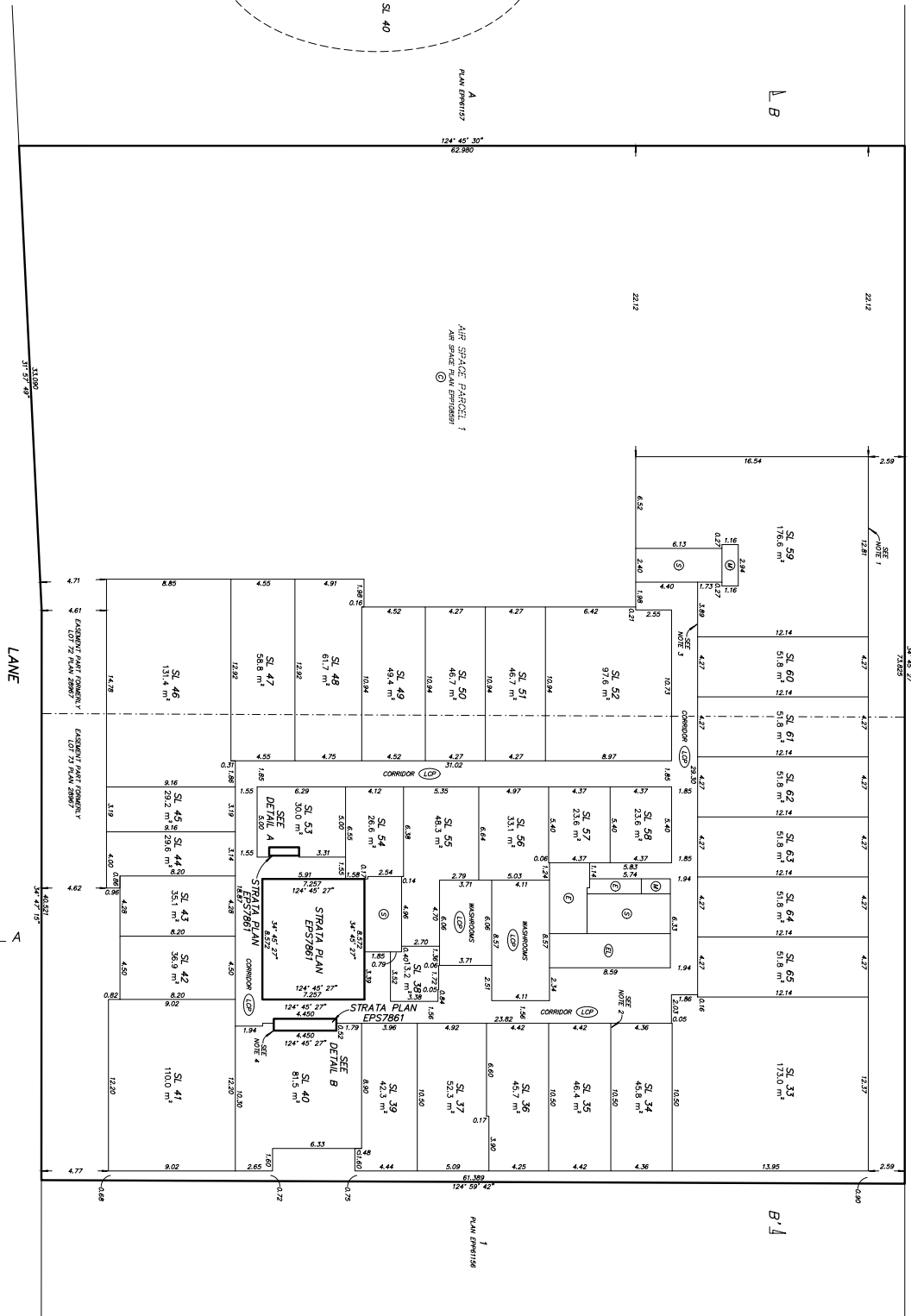


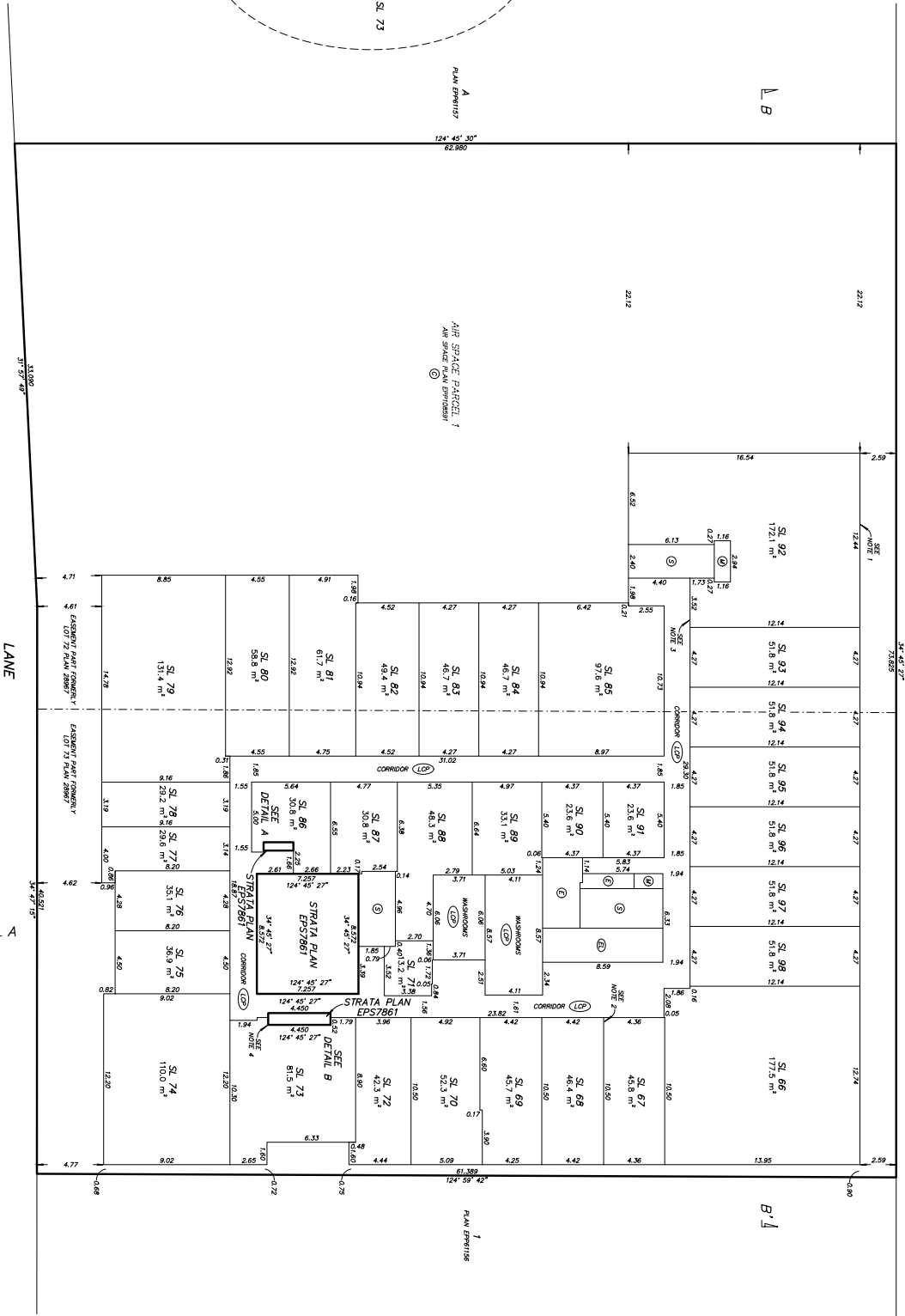
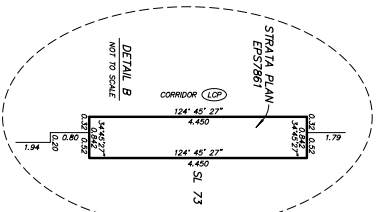
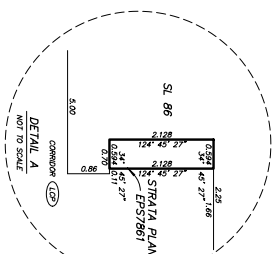
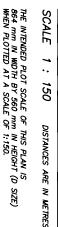
- ① STRATA LOT BOUNDARY EXTERIOR FACE OF EXTERIOR WALLS (TYPICAL)
- ② STRATA LOT BOUNDARY CENTRELINE OF TENSION WALLS BETWEEN STRATA LOTS (TYPICAL)
- ③ STRATA LOT BOUNDARY EXTERIOR FACE OF WALLS ADJACENT COMMON AREAS (TYPICAL)
- ④ STRATA LOT BOUNDARY TO AIR SPACE PLAIN EP1708991 (TYPICAL)
- ⑤ STRATA LOT BOUNDARY CENTRELINE FLOOR/CEILING (TYPICAL)

m^2 DENOTES SQUARE METRES

- 3 DENOTES COMMON PROPERTY
- 4 DENOTES ELECTRICAL ROOM BEING COMMON PROPERTY
- 5 DENOTES MECHANICAL ROOM BEING COMMON PROPERTY
- 6 DENOTES VENTILATE BEING COMMON PROPERTY
- 7 DENOTES DUCT BEING COMMON PROPERTY
- 8 DENOTES STAIRS BEING COMMON PROPERTY
- 9 DENOTES ELEVATOR BEING COMMON PROPERTY
- 10 DENOTES PLANTER BEING COMMON PROPERTY
- 11 DENOTES LIMITED COMMON PROPERTY
- 12 FOR THE EXCLUSIVE USE OF STRATA LOTS 7-107 (TYPICAL)

LOP AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSION OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF A STRATA LOT WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED





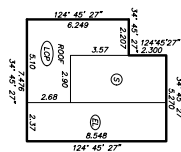
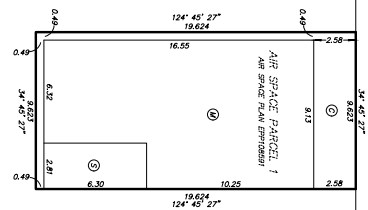
- 1 STRATA LOT BOUNDARY EXTERIOR FACE OF EXTERIOR WALLS (TYPICAL)
- 2 STRATA LOT BOUNDARY CEILING/END OF DIMENSION WALLS BETWEEN STRATA LOTS (TYPICAL)
- 3 STRATA LOT BOUNDARY EXTERIOR FACE OF WALLS ADJOINING COMMON AREAS (TYPICAL)
- 4 STRATA LOT BOUNDARY TO AIR SPACE PLAN EPP108591 (TYPICAL)
- 5 STRATA LOT BOUNDARY CEILING/FLOOR/CEILING (TYPICAL)

- LEGEND**
- | | |
|-----|--|
| 10 | PODCAST: STAGUE MATINGS |
| 9 | PODCAST: STAVIA LOT |
| 8 | PODCAST: COMMON PROPERTY |
| 7 | PODCAST: ELECTRICAL ROOM BEING COMMON PROPERTY |
| 6 | PODCAST: MECHANICAL ROOM BEING COMMON PROPERTY |
| 5 | PODCAST: WESTBELL BEING COMMON PROPERTY |
| 4 | PODCAST: PLANT BEING COMMON PROPERTY |
| 3 | PODCAST: PAVES BEING COMMON PROPERTY |
| 2 | PODCAST: STAGUE MATINGS |
| 1 | PODCAST: PLANTER BEING COMMON PROPERTY |
| 100 | PODCAST: LIMITED COMMON PROPERTY |
- FOR THE EXISTING USE OF STAVIA LOTS 1-107 (TYPICAL)

LOP ARCS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSION OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF A STRAITA LOT WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED



THE INTENDED PLOT SCALE OF THIS PLAN IS 864 mm IN WIDTH BY 560 mm IN HEIGHT (D SIZE, WHEN PLOTTED AT A SCALE OF 1:150).

 $A' \triangle$ \mathbb{L}_B

B.1

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PLAN EPP6157

1
PLAN EPP61156

STRATA PLAN
EPS7861

NOTES:

- ① STRATA LOT BOUNDARY EXTERIOR FACE OF EXTERIOR WALLS (TYPICAL)
- ② STRATA LOT BOUNDARY CENTRELINE OF DEMISING WALLS BETWEEN STRATA LOTS (TYPICAL)
- ③ STRATA LOT BOUNDARY EXTERIOR FACE OF WALLS ADJOINING COMMON AREAS (TYPICAL)
- ④ STRATA LOT BOUNDARY TO AIR SPACE PLAN EPH108591 (TYPICAL)
- ⑤ STRATA LOT BOUNDARY CENTRELINE FLOOR/CEILING (TYPICAL)

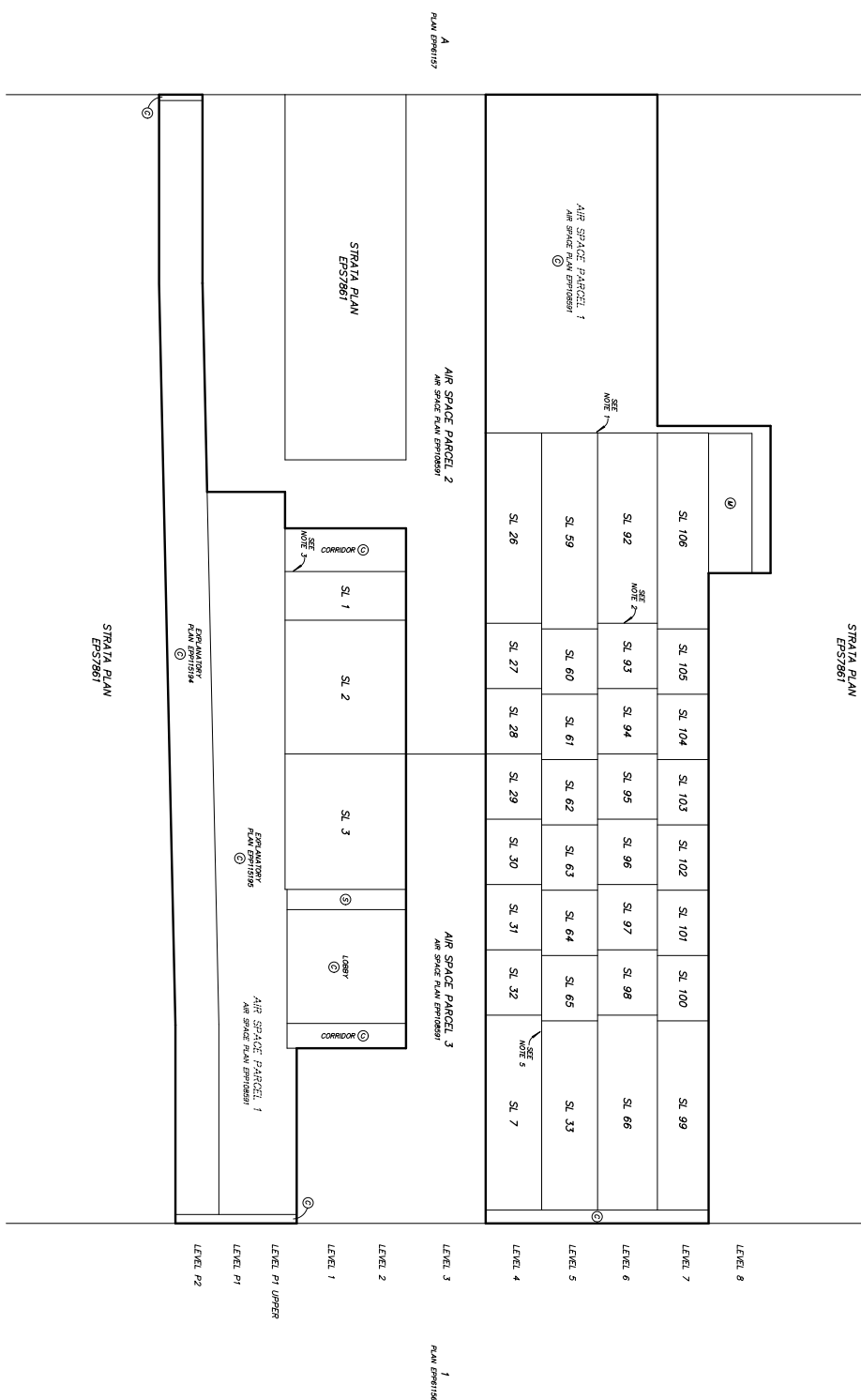
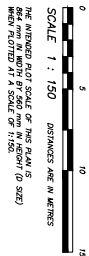
LEGEND

- | | |
|-----|---|
| 10 | DEPOSITS SQUARE METERS |
| 9 | DEPOSITS STAINA LOT |
| 8 | DEPOSITS COMMON PROPERTY |
| 7 | DEPOSITS ELECTRICAL ROOM BEING COMMON PROPERTY |
| 6 | DEPOSITS MECHANICAL ROOM BEING COMMON PROPERTY |
| 5 | DEPOSITS RESTRIABLE BEING COMMON PROPERTY |
| 4 | DEPOSITS PLOT BEING COMMON PROPERTY |
| 3 | DEPOSITS STAINS BEING COMMON PROPERTY |
| 2 | DEPOSITS ELEVATOR BEING COMMON PROPERTY |
| 1 | DEPOSITS PLANTER BEING COMMON PROPERTY |
| 109 | DEPOSITS LAND COMMON PROPERTY
FOR THE EXCLUSIVE USE OF STAINA LOTS 7-107 (TYPICAL) |

LOP AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSION OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF A STRAIGHT LOT WITHIN THE SAME BUILDING UNLESS OTHERWISE NOTED

LANE

LA



NOTES:

- ① STRAIN LOT BOUNDARY EXTERIOR FACE OF EXTERIOR WALLS (TYPICAL)
- ② STRAIN LOT BOUNDARY CENTRELINE OF DIMENSION WALLS BETWEEN STRAIN LOTS (TYPICAL)
- ③ STRAIN LOT BOUNDARY EXTERIOR FACE OF WALLS ADJOINING COMMON AREAS (TYPICAL)
- ④ STRAIN LOT BOUNDARY TO AIR SPACE PLAIN EP170591 (TYPICAL)
- ⑤ STRAIN LOT BOUNDARY CENTRELINE FLOOR/CEILING (TYPICAL)

LEGEND

- [illegible]

SECTION ARROWS POINT IN THE DIRECTION OF VIEW

SECTION ARROWS POINT IN THE DIRECTION OF VIEW



**Strata
PROTECT**

SUMMARY OF COVERAGES

Named Insured	The Owners, Strata Plan EPS7861 and Strata Plan EPS7862, acting on their own behalf or as a Strata Corporation &/or as Trustees or Agents on behalf of all Registered Unit Owners
Project Name	SUN TOWER 1
Property Manager	FirstService Residential BC Ltd. dba FirstService Residential
Policy Period	November 16, 2021 to November 16, 2022
Policy Number	BFL04EPS7861
Insured Location(s)	4458 Beresford Street, Burnaby, BC V5H 0J1, 6378, 6382, 6386, 6388 and 3696 Silver Avenue, Burnaby, BC V5H 0J1, 4418, 4428 and 4438 Beresford Street, Burnaby, BC V5H 0J1

INSURING AGREEMENT



PROPERTY

All Property, Stated Amount Co-Insurance, Replacement Cost, Blanket By-Laws.		As Per Limit of Liability
Miscellaneous Property -	- Public Art	As Per Limit of Liability
	DEDUCTIBLE	LIMIT
Primary Limit of Liability:		\$40,000,000
Excess Limit of Liability:		\$110,600,000
Property Extensions - Annually Aggregated		\$5,000,000
Lock & Key	\$2,500	Included
Additional Living Expenses - \$50,000 Per Unit		Included
All Risks	\$25,000	
Sewer Backup	\$100,000	
Water Damage	\$100,000	
Earthquake (Annual Aggregate)	15% (minimum \$250,000)	As Per Limit of Liability
Flood (Annual Aggregate)	\$100,000	As Per Limit of Liability
Resultant Damage from Construction Defect	\$100,000	
Gross Rentals, 100% Co-Insurance, Indemnity Period (Months) :	N/A	Not Covered
N/A		



BLANKET GLASS - Includes Lobby Glass

	DEDUCTIBLE	LIMIT
Residential	\$100	Blanket
Commercial	\$250	
Canopy	\$1,000	



EQUIPMENT BREAKDOWN

	DEDUCTIBLE	LIMIT
Standard Comprehensive Form including Production Machines and Electronic Equipment	\$5,000	\$150,600,000
- Deductible Waiver Endorsement with respect to losses exceeding \$25,000		
Extra Expense – 100% available in first month	24 Hour Waiting Period	\$1,000,000
- Additional Living Expenses Endorsement - Per Unit		\$25,000
Loss of Profits – Rents, Indemnity Period (Months): N/A	N/A	Not Covered



BFL CANADA Insurance Services Inc.
1177 West Hastings Street, Suite 200
Vancouver, British Columbia, V6E 2K3

Tel.: 604-669-9600
Fax: 604-683-9316
Toll Free: 1-866-669-9602

INSURING AGREEMENT



POLLUTION LIABILITY

	DEDUCTIBLE	LIMIT
Each Event	\$25,000	\$1,000,000
Aggregate Policy Limit		\$5,000,000



TERRORISM

	DEDUCTIBLE	LIMIT
Per Occurrence.	\$1,000	\$350,000
Annual Aggregate		\$350,000

TOTAL INSURABLE VALUE

Appraisal: None

All Property \$150,000,000

Miscellaneous Property - \$600,000

Gross Rentals, 100% Co-Insurance, Indemnity Period (Months) Not Covered

Loss Payable

All Registered Unit Owners &/or other Mortgagees as their interest may appear and as shown in the Land Registration District Office applicable to the said Property.

This record sheet is intended for reference only. Please refer to your polic(ies) for complete details.