

Strata Property Act

Form Y

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS
(Section 245(d); Regulations section 14.6(2))**

Re: Strata Plan EPS5569, being a strata plan of property legally described as follows:

City of Vancouver
Parcel Identifier: 029-823-536
Lot A Block 156 District Lot 264A Group 1 New Westminster District Plan
EPP56692

The Schedule of Standard Bylaws is deleted and replaced with the following:

STRATA BYLAWS

Unless otherwise stated, all terms used herein that are defined in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act") shall have the same meanings herein as in the Act.

These bylaws bind the strata corporation, the sections, and the owners, tenants, employees and occupants of the strata lots to the same extent as if the bylaws had been signed by each such party and contained covenants on the part of each such party with each of the other parties to observe and perform the provisions of these bylaws.

For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots.

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

PART 1 - Duties of Owners and Residents of all Strata Lots

Payment of strata fees

- 1.1 (1) An owner must pay strata fees and section fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, section fees or a special levy the owner must pay interest on the late payment in the amount of ten (10%) percent per annum compounded annually and calculated on a monthly basis, commencing from the date the payment was due, and continuing until the last day of the month in which it is paid.
- (3) An owner must provide the strata corporation or its agent with written authorization for monthly automatic debit from the owner's bank account for

strata fees and section fees. An owner will be charged a fifty dollars (\$50) administration fee for each dishonoured cheque.

- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (5) Where an owner fails to pay a special levy in accordance with bylaw 1.1(4), the owner must pay to the strata corporation interest on the late payment in the amount of ten (10%) percent per annum compounded annually and calculated on a monthly basis, commencing from the date the payment was due, and continuing until the last day of the month in which it is paid.

Sections

- 1.2 (1) The owner of all the non-residential strata lots, being strata lots 51 and 52, will form a separate section within the strata corporation (the "**Commercial Section**") bearing the name "Section 1 of The Owners, Strata Plan EPS5569".
- (2) The owners of all the residential strata lots, being strata lots 1 to 50 inclusive, will form a separate section within the strata corporation (the "**Residential Section**") bearing the name "Section 2 of The Owners, Strata Plan EPS5569".
- (3) Each of the Commercial Section and the Residential Section shall have the powers and duties specified in the Act, as amended from time to time.
- (4) Any entrance ways which are for the exclusive use of either separate section will be designated as limited common property for strata lots in the applicable section and therefore access to each section will be limited to their respective strata lot owners so that the common areas in each (such as any recreation and storage areas in the Residential Section and entrances, lobbies, corridors, utility rooms, elevators and other common areas in each section) will be for the exclusive use of all of the owners of the strata lots within the Residential Section or the Commercial Section, as applicable.
- (5) The executive of each section will prepare an annual budget of section expenses which shall be approved at the annual general meeting of that section.
- (6) The owners of each section shall pay, and the strata corporation shall collect, section fees payable in accordance with the annual budget of the section, together with strata corporation fees payable under the annual budget of the strata corporation.
- (7) Upon receipt each month of section and strata corporation fees from the owners, the strata corporation will deposit into separate accounts, the portions of such fees which are respectively applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the Residential Section operating fund, the Residential Section contingency reserve fund, the Commercial Section operating fund and the Commercial Section contingency reserve fund.

- (8) Special levies approved by a 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 fund of such section, as appropriate.
- (9) At the request of a section, the strata corporation will register a lien against an owner's strata lot if that owner has not paid section fees or a special levy to the strata corporation by the due date thereof in accordance with these bylaws.
- (10) A separate section of the strata corporation may:
 - (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;
 - (b) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section;
 - (c) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
 - (d) make an agreement with any occupier or tenant of the strata lot within the separate section for the provision of amenities or services by it to that strata lot;
 - (e) make an agreement with the owners in any other separate section in connection with the joint use of any facilities which are designated in the strata plan as being limited common property appurtenant to the separate section or to any other separate section;
 - (f) grant to an occupier or tenant of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

Repair and maintenance of property by owner

- 1.3** (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 the section in which the strata lot is included under these bylaws.

- (2) A resident must only permit licensed and qualified plumbers, electricians and other trades to carry out electrical, plumbing or other work in a strata lot and the strata corporation may demand evidence of compliance with the foregoing and, if requested, the resident will provide such evidence.
- (3) A resident must ensure that any maintenance or alteration of a strata lot that affects the building security system or the fire sprinkler system will be carried out by the company retained by the strata corporation to maintain the security and/or fire system.
- (4) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation, or the section in which the strata lot is included under these bylaws.

Use of property



- 1.4 (1) A resident or any of his or her visitors, customers or clients 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) results in excessive or disproportionate use of the common property or common facilities,
 - (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (e) is illegal, immoral or injurious to the reputation of the building, or
 - (f) is contrary to a purpose for which the strata lot, common property or limited common property, as the case may be, are intended to be used as shown expressly or by necessary implication on or by the strata plan..
- (2) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under the Act.
- (3) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose or permit it to be so used.
- (4) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

- (5) An owner will not install hard floor surfaces such as hardwood floors or tile in his or her strata lot without the prior written consent of the strata corporation, such consent not to be unreasonably withheld. The strata corporation may require an owner, when installing hard floor surfaces, to install sound dampening material or other sound dampening measures.
- (6) An owner shall indemnify and save harmless the strata corporation and the sections from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's acts, omissions, negligence or carelessness or by that of any owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy carried by the strata corporation or section, as applicable and as the case may be. In such circumstances any insurance deductible paid or payable by the strata corporation or section shall be considered an expense not covered by the proceeds received by the strata corporation or section as insurance coverage and will be charged to the owner.

Inform strata corporation

- 1.5**
- (1) Within two (2) weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
 - (2) 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 (Form K).
 - (3) On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

Obtain approval before altering a strata lot

- 1.6**
- (1) An owner of a strata lot within the Commercial Section must obtain the approval of the Commercial Section before making or authorizing an alteration to a strata lot.
 - (2) An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) anything attached to the exterior of a building;

- (d) doors or windows on the exterior of a building or that front on the common property;
 - (e) fences, railings or similar structures to enclose a patio, balcony or terrace;
 - (f) the finishing surface of the patio, balcony or terrace (including any paver stones or granite);
 - (g) common property located within the boundaries of a strata lot;
 - (h) parts of the strata lot which the strata corporation must insure under the Act including, without limitation, fixtures and life safety systems installed by the owner developer as part of the original construction of a strata lot.
- (3) The strata corporation or section, as the case may be, must not unreasonably withhold its approval under bylaw 1.6(2), but may require as a condition of approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- (4) An owner intending to apply to the strata corporation or section, as the case may be, for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.
- (5) An owner must not do, or permit any occupant of his strata lot or any visitor, employee, agent or invitee of the owner or occupant to do, any act, or alter, or permit any occupant of his strata lot or any visitor, employee, agent or invitee of the owner or occupant to alter, his strata lot in any manner which, in the opinion of the council, will alter the exterior appearance of the building.
- (6) Contractor hours of operations are confined to the hours set out in the City of Vancouver Noise Control Bylaw only. Notification must be provided to the strata corporation by the strata lot owner of any contractor's plans and purpose and for permission for elevator use, protection and padding. All contractors must retain a minimum liability coverage of \$2 million. All refuse must be removed offsite and not placed in the strata corporation garbage bins. Any weekend work must be approved in advance by the Strata Council.

Obtain approval before altering common property

- 1.7 (1) An owner must obtain the written approval of the section in which the strata lot is located and the strata corporation before making an alteration to common property, including limited common property, or common assets; provided that alterations to limited common property of the strata lot or of the section in which it is located, that are not structural and do not affect building systems used by the other section shall only require the approval of the applicable section.

- (2) The strata corporation or section, as the case may be, may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

Permit entry to strata lot

- 1.8** (1) A resident or visitor must allow a person authorized by the section in which the strata lot is located or the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on forty-eight (48) hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation or section to repair, replace, renew and maintain under these bylaws or insure under the Act, and
 - (ii) to ensure compliance with the Act and the bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) In the event of an emergency and if the strata corporation or section, as the case may be, is unable to contact the owner of the strata lot, the strata corporation or section may force entry into the strata lot and the owner may be responsible for all costs of forced entry incurred by the strata corporation or section.
- (4) In exercising its rights under this bylaw, the strata corporation or section, as the case may be, will not unreasonably interfere with the operation of any resident of a commercial strata lot.

Compliance with bylaws

- 1.9** A resident or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or section applicable to such owner from time to time.

Pets

- 1.10** (1) Neither a resident of a strata lot in the Residential Section nor any of his or her visitors shall:
- (a) keep any animals or pets (collectively a "**Pet**") in or about the strata lot or limited common property for that strata lot other than one or more of the following, which must be kept in accordance with any bylaws or other

applicable laws of any governmental authority, including the City of Vancouver:

- (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged animals;
 - (iii) two (2) cats; or
 - (iv) two (2) dogs; or
 - (v) one (1) cat and one (1) dog;
- (b) permit any Pet on the common property, limited common property of the Residential Section, or on land which is a common asset, unless such Pet is leashed and accompanied by an adult person; it will be the responsibility of the owner to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by the owner's Pet;
- (c) permit a Pet on the common property located on the common terrace on level 1 (and amenity garden on level 2);
- (d) permit any Pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on common property or on any limited common property, the resident will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning; and
- (e) harbour exotic pets, including but not limited to, snakes, reptiles, spiders or large felines.

Claims on insurance policies

- 1.11** A resident must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the strata corporation or section, as the case may be.

PART 2 - Powers and Duties of Strata Corporation and Sections

Repair and maintenance of property by strata corporation and sections

- 2.1** 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 and that is not common property servicing only a section or effectively controlled, managed and administered by a section;
- (c) limited common property that has been designated as limited common property and common property servicing only a section or effectively controlled, managed and administered by a section, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (iii) stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors or windows 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.
- (d) a strata lot in a strata plan but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building; and
 - (iii) doors or windows on the exterior of a building or that front on the common property.

2.2 A section must repair and maintain all of the following:

- (a) common assets of the section;
- (b) limited common property that has been designated for the exclusive use of more than one of the strata lots in the section except for repair and maintenance that is the responsibility of the strata corporation; and

- (c) without limiting the generality of the foregoing, except for repair and maintenance that is the responsibility of the strata corporation, each section must:
- (i) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to more than one of the strata lots the section, common property servicing only the section or effectively controlled, managed and administered by the section, and other assets of the section;
 - (ii) maintain all common areas servicing only the section, both internal and external, including storage public areas, public halls and lobbies; and
 - (iii) control, manage and administer the limited common property appurtenant to the separate section or to a strata lot or strata lots within the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section.

Council size

- 2.3** The council must have at least three (3) and not more than seven (7) members and at least one of its members must be a representative of the Commercial Section and at least one of its members must be a representative of the Residential Section.

Council Eligibility

- 2.4** (1) The spouse of an owner or the legally appointed representative of an owner may stand for council.
- (2) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

Council members' terms

- 2.5** (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

- 2.6** (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. In this bylaw 2.6(1), a majority vote means a vote in favour of a resolution by more than one half of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

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

Officers

- 2.8** (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,
 - (b) if the president is removed, or

- (c) for the remainder of the president's term if the president ceases to hold office.
- (4) The council may vote to remove an officer.
- (5) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 2.9**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of council hearing

- 2.10**
- (1) By application in writing, stating the reason for the request, a resident may request a hearing at a council meeting.
 - (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one (1) month of the request.
 - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one (1) week of the hearing.

Quorum of council or section executive

- 2.11**
- (1) A quorum of the council or a section executive is:
 - (a) 1, if the council or executive consists of 1 member;
 - (b) 2, if the council or executive consists of 3 or 4 members;
 - (c) 3, if the council or executive consists of 5 or 6 members; and

- (d) 4, if the council or executive consists of 7 members.
- (2) Council member or executive members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 2.12**
- (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) The council may meet together for the conduct of business, adjourn or otherwise regulate its meetings as it thinks fit.
 - (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (4) Owners, spouses of owners and legally appointed representatives of owners may attend council meetings as observers.
 - (5) Despite subsection (4), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 2.13**
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform residents of minutes

- 2.14** The council must inform residents of the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

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

Spending restrictions

- 2.16** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

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

- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Residential Section Executive

- 2.18 (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the Residential Section executive is eligible for election to the strata corporation's council and vice versa.
- (3) Executive members must be present in person at an executive committee meeting to be counted in establishing a quorum.
- (4) Bylaws 2.5 to 2.10 inclusive and 2.12 to 2.17 inclusive shall, with all necessary changes, apply to the executive of the Residential Section.

Commercial Section Executive

- 2.19 (1) The executive of the Commercial Section will consist of at least 1 and not more than 2 members.
- (2) A member of the Commercial Section executive is eligible for election to the strata corporation's council and vice versa.
- (3) Executive members must be present in person at an executive committee meeting to be counted in establishing a quorum.
- (4) Bylaws 2.5 to 2.10 inclusive and 2.12 to 2.17 inclusive shall, with all necessary changes, apply to the executive of the Commercial Section.

Consents

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

PART 3 - Enforcement of Bylaws and Rules

Maximum fine

- 3.1 (1) Except where specifically stated to be otherwise in these bylaws, the strata corporation or section may fine a resident:
- (a) Two hundred dollars (\$200) for each contravention of a bylaw; and
 - (b) Fifty dollars (\$50) for each contravention of a rule.
- (2) The strata corporation or section must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation or section, levy fines and the fines so levied shall immediately be added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.
- (3) Additional assessments, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation or section 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, shall become part of the assessment of the owner responsible and shall 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 or section 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 employees, agents, invitees, occupants or tenants, shall be charged to that owner and shall 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 or section 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 resident or its visitors, a sum equal to the amount of the deductible charged by the insurer of the strata corporation or section as a result of the claim shall be payable by the owner of the strata lot and shall become due and payable on the first day of the month next following.

Continuing contravention

- 3.2 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, a fine may be imposed every seven (7) days.

Small Claims Action

- 3.3 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 $\frac{3}{4}$ vote.

PART 4 - Annual and Special General Meetings

Quorum of meeting

- 4.1 (1) If within one-half ($\frac{1}{2}$) hour from the time appointed for an annual or a special general meeting, a quorum is not present, the meeting stands adjourned for a further one-half ($\frac{1}{2}$) hour on the same day and at the same place. If within a further one-half ($\frac{1}{2}$) hour from the time of the adjournment a quorum is not present, the eligible votes, present in person or by proxy constitute a quorum.
- (2) This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Person to chair meeting

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

Participation by other than eligible voters

- 4.3 (1) Residents 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

- 4.4 (1) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (2) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- (3) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (4) 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.
- (5) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (6) 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.
- (7) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (8) Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 4.5 (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 or section;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) report on and approve the maintenance plan for the coming year, if the meeting is an annual general meeting;
- (m) deal with new business, including any matters about which notice has been given;
- (n) elect a council, if the meeting is an annual general meeting;
- (o) terminate the meeting.

Electronic Attendance at Meetings

- 4.6 (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.
- (2) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

PART 5 - Common Expenses

Strata fees

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

Apportionment of common expenses

- 5.2** (1) Common expenses shall be apportioned between the strata corporation, the Residential Section, the Commercial Section and individual strata lots in the following manner:
- (a) common expenses attributable to one section only shall be allocated to that section and, subject to bylaws 5.2(3) and 5.2(4), shall be borne by the owners within that section in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation;
 - (b) common expenses not attributable to one section only, will be for the account of the strata corporation and will be borne by the owner of each of the strata lots in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots, or as otherwise set out in the current budget of the strata corporation; and
 - (c) common expenses attributable to any one strata lot or particular strata lots or the limited common property of a strata lot or particular strata lots will be allocated to such strata lot or strata lots (in accordance with the formula set out in Regulation 6.4(2) of the Act).
- (2) Without limiting the generality of subsection (1) the following common expenses will be allocated as follows:
- (a) expenses relating to areas designated as limited common property of a section or part of a section (such as the lobbies and elevators) will, subject to bylaws 5.2(3) and 5.2(4), be for the account of the owners of strata lots in such section;
 - (b) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section as set by the strata council, acting reasonably; and
 - (c) the cost of maintaining the landscaped and other outdoor areas within the common property not included in limited common property shall be for the account of the strata corporation.
- (3) Expenses attributable to limited common property which would not have been expended if the area had not been designated as limited common property shall be borne equally by the owners of the strata lots entitled to use the limited common property.
- (4) Common expenses attributable to strata lots in the Residential Section shall be apportioned by the executive of that section in the following manner:

- (a) any cost or expense of the operating fund or special levy which relates to and benefits all of the strata lots in the Residential Section shall be shared by the owners of the strata lots with the Residential Section. Each strata lot's share of that operating fund contribution shall be calculated in accordance with the Act;
- (b) any cost or expense of the operating fund or special levy which relates to and benefits only limited common property that is appurtenant to part only of the Residential Section shall be shared only by owners of the strata lots in the Residential Section entitled to use such limited common property. Each strata lot's share of the contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(1) of the Act;
- (c) each strata lot's share of a contribution to the contingency reserve fund of the Residential Section shall be shared by all strata lots in the Residential Section in accordance with the formula set forth in the Act; and
- (d) any apportionment made by the executive of the Residential Section for the purposes of this subsection (4) shall be final and binding on all residents of strata lots within such section.

PART 6 - GENERAL

Use of Property

6.1 A resident of a strata lot will not:

- (1) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style;
- (2) install, drill or otherwise pierce the structure or exterior of the building;
- (3) give or permit any resident or visitor to give any keys, combinations, security cards, fobs or other means of access to the building, the parking stalls or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these by-laws;
- (4) use or permit any resident of the strata lot to use the strata lot for any purpose which involves undue traffic and noise in or about the strata lot, common property or limited common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (5) make or cause or produce or permit any resident of the strata lot or any visitor to make, cause, or produce undue noise, smell, vibration or glare in or about any strata lot, common property or limited common property or do anything which will unreasonably interfere with the any other resident;

- (6) use or permit any resident or visitor to use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, common property or limited common property such that it causes a disturbance or interferes with the comfort of any other resident;
- (7) leave or permit any visitor to leave on the common property or limited common property any shopping cart or other item designated from time to time by the strata council;
- (8) permit a condition to exist within the strata lot which will result in the waste or excessive consumption of the building's domestic water supply or hot water;
- (9) allow the strata lot to become unsanitary or be a source of odour;
- (10) feed, or permit any visitor, to feed pigeons, seagulls or other birds, rodents, squirrels or animals from the strata lot or anywhere on or in close proximity to the common property or limited common property, but this bylaw will not apply to a Pet permitted to be kept in accordance with these bylaws and the rules and regulations made hereunder, which Pet will only be fed in the strata lot;
- (11) erect, place, keep or display signs, billboards, advertising matter or any other notice or display of any kind on the common property (other than "for sale" signs which may be placed in an area of the common property designated by the council from time to time provided that no such signage will be installed until such time as South Creek Vista Limited Partnership or its assignee has sold the last strata lot owned by it), on limited common property, or in any strata lot, if visible from the outside of the strata lot, provided that the name of any resident, will be included in the index for the enterphone system and may be displayed in the concierge desk computer to be located within the lobby of the building;
- (12) deposit household refuse or garbage, including boxes or packing cases, on or about the common property or limited common property except in places designated by the council from time to time; provided that any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner; or
- (13) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the council from time to time; under no circumstances will any resident use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the council from time to time.

Patios and Balconies

- 6.2 (1) A resident will not place on any patio or balcony indoor-outdoor carpeting or any items such as hanging baskets or hanging items, without the consent of the Residential Section and such items, if approved, will be installed and used in

accordance with the rules and regulations put in place by the strata corporation from time.

- (2) The strata corporation may impose guidelines for the installation, placement or use of items on the patios, balconies and terraces of strata lots and will be permitted to withhold consent to any request from a resident which does not follow such guidelines.
- (3) A resident will not at any time place on the balcony, terrace or patio of the strata lot: bicycles, motorcycles, boxes, machinery, garbage/recycling/green waste, equipment, or in any way use such balcony or patio as a storage area.
- (4) A resident will not at any time hang or drape on the balcony, terrace or patio of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings.
- (5) A resident will not at any time install or place on the balcony, terrace or patio of the strata lot: satellite dishes, antennae, transmitters, transponders, receivers or other telecommunications equipment.
- (6) A resident will not at any time install or place in or about the strata lot or on the balcony or patio of any strata lot, any awnings, balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations previously approved in writing by the council.
- (7) Any barbeque, hibachi or cooking device must be powered by removable propane or electricity (except for any barbeques located on the rooftop terraces which may be hooked up to natural gas) and such propane or electricity powered barbeques, hibachis and cooking devices will be used in accordance with the rules and regulations made by the strata corporation from time to time, which may include rules and regulations regarding location and requirements as to size.
- (8) Except where the balcony or patio is enclosed as part of the original construction, a resident will not enclose (partially or fully), modify or add to the balcony or patio of the strata lot, and without limitation not to install or place plastic, glass or other material on the balcony or patio to block wind or sun or for any other purpose.
- (9) A resident which does not have an enclosed balcony will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such strata lot unless, in the opinion of the strata council such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- (10) Any planters, items or equipment placed on any patio or balcony will be maintained in good and tidy condition on an ongoing basis and the responsibility of such maintenance will be solely for the account of the resident of the strata lot entitled to the use of the limited common property on which they are placed.

Parking

- 6.3 (1) A resident must use parking stalls only for the parking of licensed and insured motor vehicles, trailers or motorcycles and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (2) A resident shall not:
- (a) use any parking space in the building or on the common property or on any limited common property except the parking space which such resident is expressly permitted to use;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property except in the case of emergency;
 - (c) rent or lease the parking space which such resident is expressly permitted to use to be regularly used by anyone that is not a resident of the building without the prior written consent of the council;
 - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
 - (e) permit any oversized, commercial or recreational vehicles to enter or to be parked or stored on common property, limited common property or land that is common asset, including without limitation, boats, trailers, or campers;
 - (f) store any materials or goods in the parking stalls; or
 - (g) park or store any vehicle that drips oil or gasoline.
- (3) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (4) Any resident's vehicle that is parked in violation of subsection (2)(d) will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

Parking/Storage Area Lease

- 6.4 (1) Each strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls, bicycle/storage lockers in the parking facility pursuant to a partial assignment of the parking/storage area lease or leases (the "**Parking/Storage Area Lease(s)**") between Port Capital Development (Mid2) Inc. or assignee as landlord and

PortLiving Parking Corp. as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, following the registration of the strata plan for the strata development the Strata Corporation will automatically assume all of the covenants and obligations of Port Capital Development (Mid2) Inc. or assignee under the Parking/Storage Area Lease(s) with respect to the Stalls, Bicycle Spaces and Lockers (as such terms are defined in the Parking/Storage Area Lease(s)). A resident who has the use of a parking stall designated as an electric vehicle parking stall with a charge receptacle (the “**Electric Vehicle Parking Stall**”) will be responsible for all utility costs associated with that Electric Vehicle Parking Stall.

Leasing of Residential Strata Lot

- 6.5** (1) An owner of a strata lot within the Residential Section may lease it in accordance with the Act provided the owner delivers the following documents to the executive of such section prior to the commencement of the term of the lease:
- (a) a Notice of Tenant’s Responsibilities (Form K); and
 - (b) a copy of the current bylaws and rules of the strata corporation;
 - (c) such further information and documentation relating to the tenancy as the executive may reasonably require provided that such requirements are in accordance with the Act.
- (2) The occupancy of a strata lot within the Residential Section by any person other than the owner and/or the owner’s immediate family (or a live-in caregiver) for a period in excess of one month shall be considered a lease and be subject to the provisions of this bylaw.
- (3) An owner who leases the owner’s strata lot within the Residential Section in contravention of this bylaw is subject to a fine of two hundred fifty dollars (\$250) every seven (7) days, or such other amount as is set by the council from time to time, for each seven (7) day period during which the tenant occupies the strata lot in contravention of this bylaw. This amount shall become part of the assessment payable by such owner and shall become due and payable on the first day of the month following the month in which the executive of such section notifies the owner of the breach.

Commercial Strata Lots

- 6.6** (1) Residents of commercial strata lots will be permitted to install signs or notices within same so as to be visible from the exterior thereof, and on the exterior thereof, provided that:
- (a) the size and design of such signs or notices:
 - (i) have received the approval of the executive of the Commercial Section, acting reasonably;

- (ii) have received any approvals required from applicable governmental authorities; and
 - (iii) are in keeping with the overall design of the development in terms of quality, design and colour.
 - (b) signs and notices will be installed and maintained at the sole expense and risk of the owner of the commercial strata lot in which, or on the exterior of which, the same are installed;
 - (c) the owner of a commercial strata lot must not display excessive amounts of window signage;
 - (d) any signage must be in excellent condition and must not consist of faded, worn, or torn displays;
 - (e) all equipment that backs to a window (i.e. a fridge, bank machine, photocopier, etc.) must be covered with a blind or window covering;
 - (f) the strata corporation reserves the right to remove any signage it deems inappropriate; and
 - (g) the owner of a commercial strata lot in which, or on the exterior of which, the signs or notices are installed will from time to time on the request of the Strata Corporation or Commercial Section provide it with evidence that such owner has taken out and thereafter maintained insurance for property damage and injury to persons resulting from such signage as a reasonable owner displaying similar signage would obtain.
- (2) Residents of commercial strata lots will be permitted to install awnings around the outside perimeters of same, and for such purposes attach awnings to the common property on the condition that the plans for such awnings provided that:
- (a) the size and design of such awnings:
 - (i) have received the approval of the executive of the Commercial Section, acting reasonably;
 - (ii) have received any approvals required from applicable governmental authorities; and
 - (iii) are in keeping with the overall design of the development in terms of quality, design and colour.
 - (b) awnings will be installed and maintained at the sole expense and risk of the owner of the commercial strata lot on the exterior of which the same are installed; and

- (c) the owner of a commercial strata lot on the exterior of which awnings are installed will from time to time on the request of the Strata Corporation or Commercial Section provide it with evidence that such owner has taken out and thereafter maintained insurance for property damage and injury to persons resulting from such awnings as a reasonable owner displaying similar signage would obtain.
- (3) Provided that prior written notice of any material alteration is provided to the strata corporation, the owners of the strata lots in the Commercial Section shall be entitled to carry out alterations to the interior of the commercial strata lots, including, but not limited to, those alterations for wiring, plumbing, piping, exhaust systems and grease traps in order for the strata lot to be used for the commercial strata lot owner's business use, provided that any alterations to the structure of the building must be approved by the strata corporation. If the commercial strata lot owners require access over the common property of the Development or the limited common property designated for the commercial strata lot owners, such access must first be approved in writing by at least 3/4 of the strata lot owners in the Commercial Section. In carrying out such alterations the commercial strata lot owners shall take all necessary steps to cause as little disruption as possible to the other strata lot owners.
- (4) Residents of commercial strata lots will be permitted to rent or lease the parking space(s) which such resident is permitted to use to a resident of the residential strata lots.
- (5) This bylaw 6.7 shall not be amended, repealed or rescinded without the approval of the Commercial Section having been first had and obtained.

Restrictions Affecting Commercial Section

- 6.7 (1) Without the approval of the Commercial Section having been first had and obtained, the strata corporation will not act in any manner, and in particular but without limitation will not amend, repeal, rescind, or pass any bylaw or rule if the result of such action would be to prohibit, prevent or impair the use of the non-residential strata lots or any of them in accordance with the zoning bylaw of the City of Vancouver in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of the Bylaws of the strata corporation as originally stated. Without limitation, the strata corporation will not pass any bylaw or rule which would have the effect of:
- (a) restricting the hours of operation of any business carried on within a commercial strata lot; or
 - (b) prohibiting, preventing or impairing the ability of a resident of a commercial strata lot from leasing, subleasing, granting a licence, or entering into any lease, sublease, or license arrangement with respect to the use of a commercial strata lot.

- (2) This bylaw 6.8 shall not be amended, repealed or rescinded without the approval of the Commercial Section having been first had and obtained.

Storage

- 6.8**
- (1) A resident must store bicycles and tricycles only in the designated parking/bicycle storage area. Bicycles and tricycles are not permitted in elevators or hallways. All bicycles and tricycles must enter or exit the building by way of the vehicle entry to the parking garage only.
 - (2) A resident must not store any hazardous, flammable or perishable substances in storage areas.


Moving Procedures



- 6.9**
- (1) A resident must conform to the Moving Rules established by the council from time to time.
 - (2) A resident must provide notice to the strata corporation of all moving arrangements at least seventy-two (72) hours in advance of the moving date. All moves must take place between 9:00 am and 6:00 pm Monday through Friday and 10:00 am to 5:00 pm on Saturdays, Sundays and statutory holidays.
 - (3) A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
 - (4) A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
 - (5) An owner must pay a refundable damage deposit of five hundred dollars (\$500) seventy-two (72) hours prior to any move and any expenses incurred by the strata corporation attributable to the owner or a tenant and all fines levied will be deducted from the deposit.

Visitors and Children

- 6.10**
- (1) A resident is responsible for the conduct of visitors including ensuring that noise is kept at a reasonable level, as determined by the majority of the council.
 - (2) A resident is responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a reasonable level, as determined by the majority of the council.
 - (3) A resident is responsible to assume liability for and to properly supervise the activities of children including, but not limited to, bicycling, skateboarding and hockey.

Miscellaneous 

- 6.11 (1) No resident or visitor will smoke or vape cigarettes, cigars, cannabis or any other combustible product whose use generates smoke or vapour anywhere on common property including the outdoor common terrace on level 1 (and amenity garden on level 2) provided that residents may smoke on the balconies, patios or terraces which are limited common property for their strata lot.
- (2) An owner, tenant or occupant must not permit a marijuana grow operation or production facility or allow such activities to operate or function within or outside of a strata lot, regardless of whether such operation is licensed or otherwise permitted by any government authority. Should any owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the strata corporation must be borne solely by the owner of the strata lot regardless of whether the owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the strata corporation. Nothing in this bylaw will be construed as a restriction on the rights of the strata corporation to pursue all remedies against the offending owner, tenant or occupant at law, including injunctive relief.
- (3) An owner, tenant or occupant must not produce illegal substances or allow such activities to operate or function within or outside of a strata lot. Should any owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the strata corporation must be borne solely by the owner of the strata lot regardless of whether the owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the strata corporation. Nothing in this bylaw will be construed as a restriction on the rights of the strata corporation to pursue all remedies against the offending owner, tenant or occupant at law, including injunctive relief.
- (4) No resident or visitor may wear or use inline skates or skateboards anywhere in the building, including a strata lot.
- (5) Residents must ensure that all entrance doors to strata lots are kept closed and kitchen extraction fans are used when cooking on the cooktop.
- (6) A resident will not install or display Christmas lights on any part of the exterior of the building except during the period of time from November 15th to January 15th.
- (7) A resident must not bring into the building a live or cut Christmas tree.
- (8) For so long as the owner developer owns or leases any strata lots, the owner developer may carry out marketing, promotional and sales activities within the common property (including parking stalls, lobby, common courtyard, hallways and parkade) or strata lots owner or leased by the owner developer, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the building) and permitting public access to same for the purpose of marketing unsold strata lots. In addition

the owner developer may conduct tours of the building from time to time with prospective purchasers and hold events and other activities within the building in connection with the marketing and sales activities.

Date: March 13, 2019

PORT CAPITAL DEVELOPMENT (MID2) INC.

Per: 