

**320 GRANVILLE
STRATA PLAN EPS 8733**

BYLAWS

January 26, 2023: Registration #CB448222

Note: This amalgamated copy is for convenience only. For legal purposes, please rely on the Registered Land Title copies of the Bylaws/Amendments.

1. Contact

Document Fees: \$30.53

Michelle Paul
Suite 2400-745 Thurlow Street
Vancouver BC V6C 0E5
604.643.5878

File: 218006-486957
320 Granville - Form Y

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

Application Type

LTO Document Reference

Form-Y Owners Developers' Notice of Different Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPP76375

**AIR SPACE PARCEL 1 BLOCK 14 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP76375**

Electronic Signature

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

**David Thomas
Hanson Fox
UPTSBN**

**Digitally signed by
David Thomas Hanson
Fox UPTSBN
Date: 2023-01-26
17:42:13 -08:00**

BYLAWS

Strata Property Act
Form Y

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

Re: Strata Plan EPS8733 (the "**Strata Plan**"), being a strata plan of:

Air Space Parcel 1
Block 14
District Lot 541
Group 1
New Westminster District
Air Space Plan EPP76375

The following or attached Bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "**Act**") in their entirety, as permitted by section 120 of the Act.

See Schedule A.

Date: January 26, 2023



Signature of Owner Developer

SCHEDULE A
320 GRANVILLE
BYLAWS OF THE OWNERS, STRATA PLAN EPS8733

PART 1– DEFINITIONS AND PROJECT OVERSIGHT

Interpretation

1.1 In these Bylaws:

- (1) “**Alteration Guidelines Strata Floors**” means a package (sometimes commonly referred to as Tenant Design and Construction Guidelines) prepared by the Remainder Owner and/or the Governing Facilitator which:
 - (a) provides direction on Works (which includes any tenant improvements) to be performed to or in respect of the shell commercial office space within the Strata Plan and includes, without limitation, a list of base building consultants, design build contractors and various other contractors that may be engaged by any Strata Lot owner or any tenant, licensee or other occupant of a Strata Lot in connection with any Works performed to or in respect of any Strata Lot;
 - (b) is intended to assist Strata Lot owners and any tenant, licensee or other occupant of a Strata Lot through the steps required to prepare plans and specifications for approval by the Governing Facilitator and/or the Remainder Owner;
 - (c) provides additional information relating to the construction procedure in respect of any Works to be performed to or in respect of a Strata Lot through to final occupancy; and
 - (d) contains design and construction guidelines and other requirements, information and restrictions (including, without limitation, the requirement to engage contractors approved by the Governing Facilitator and/or the Remainder Owner for carrying out any Works) required to be complied with by the strata corporation in carrying out any Works performed to or in respect of any portions of the Common Property that constitute elevator vestibules or common corridors, or by any Strata Lot owner or any tenant, licensee or other occupant of a Strata Lot in carrying out any Works performed to or in respect of any Strata Lot, as the case may be,as the same may be amended, supplemented or replaced from time to time;
- (2) “**Amenities**” means, collectively, the End of Trip Facilities, the Roof Deck Amenity, the Lounge Amenity and the Fitness Amenity, each as defined and described in the ASP Agreement, all of which are located within the Remainder Development and made available under the ASP Agreement for the non-exclusive use of the owners, tenants and occupants of the Strata Lots and/or their respective Users and Strata Lot Invitees in common with the Remainder Parties on the terms and subject to the conditions, restrictions and reservations contained in the ASP Agreement, and in respect of which the associated costs are or will be apportioned between the strata corporation and the Remainder Owner in accordance with the ASP Agreement;

- (3) “**Applicable Laws**” means all statutes, subordinate legislation or treaties, laws, by-laws, regulations, ordinances, directives, orders, guidelines, policies, rules, judgments, injunction awards and requirements having the force of law of any Governmental Authorities or other public authorities or public utilities (including, without limitation, bylaws of the City, environmental laws and building codes of British Columbia) having jurisdiction in force from time to time;
- (4) “**ASP Agreement**” means the agreement entered into among Granco Holdings Ltd., as the then registered owner of the Remainder, Granco Holdings Ltd., as the then registered owner of the air space parcel from which the Strata Property was or will be created, and the City of Vancouver, which includes air space parcel reciprocal easements for support, access, service systems, amenities, parking and other uses, a Section 219 covenant, a statutory right of way and a cost sharing agreement, and which is registered in the Land Title Office against title to the Remainder, each of the Strata Lots and the Common Property under Instrument Nos CB447875 to CB447886 (inclusive), as the same may be amended, supplemented or replaced from time to time;
- (5) “**ASP Parking Area**” has the meaning ascribed thereto in the ASP Agreement;
- (6) “**Bylaws**” means these bylaws unless otherwise expressly provided herein;
- (7) “**Building**” means the 30-storey (plus one roof level) concrete high-rise building constructed or to be constructed on the Lands;
- (8) “**City**” means the City of Vancouver;
- (9) “**Common Property**” means the common property (including, without limitation, limited common property) of the Development as shown on the Strata Plan;
- (10) “**Development**” means the commercial strata development located within Levels 3 to 18 (both inclusive) of the Building as shown on the Strata Plan and comprising the Strata Lots and Common Property;
- (11) “**Development Parcel**” means that portion of the Lands, comprising a separate legal air space parcel, as formerly legally described on the first page of these Bylaws, and out of which the Strata Lots and Common Property were created;
- (12) “**Entrance Gate**” means the entrance gate providing access to the Parking Facility;
- (13) “**Governing Facilitator**” means Bosa Waterfront Facilities Ltd., an affiliate of the Remainder Owner and the Governing Facilitator designated under the *Land Title Act* (British Columbia) to hold statutory rights of way and section 219 covenants over the Strata Lots, Common Property and Remainder Parcel;
- (14) “**Governmental Authority**” means any federal, provincial, state, municipal, county, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing and “**Governmental Authorities**” means more than one of them;
- (15) “**Guidelines**” means the guidelines, instruction manuals and operation manuals, if any, established by the Governing Facilitator and/or the Remainder Owner in connection with

the Project Administration, including (whether or not such inclusion is expressly stated elsewhere herein), without limitation, the Alteration Guidelines Strata Floors and any general building operations manual containing guidance, information, requirements and restrictions relating to the operation of the Project to assist the Remainder Parties, strata corporation, the owners, tenants and occupants of the Strata Lots, their respective Users, the Strata Corporation Invitees and the Strata Lot Invitees in becoming familiar with the Project components, operational policies and protocols, including guidance in respect of reservation and use of the Amenities, use of the Parking Facility and fire and safety protocols, as the same may be amended, supplemented or replaced from time to time. The Project Facility Rules include, without limitation and for clarity, all of the Guidelines, which Guidelines may, in the discretion of the Remainder Owner and/or the Governing Facilitator, be contained in one or more separate documents or included within a single document comprising all Project Facility Rules. For greater certainty, as of the date of these Bylaws, the Guidelines are included within one or more separate documents. The copy of the Project Facility Rules attached to the Project Facility Encumbrances includes, without limitation, a copy of the Alteration Guidelines Strata Floors.

- (16) “**L4 Terraces**” means, collectively, the exterior terraces located on Level 4 of the Building, which are designated on the Strata Plan as limited common property for the exclusive use and benefit of that certain one or more Strata Lot(s) only as shown on the Strata Plan;
- (17) “**Lands**” means the lands located in Vancouver, British Columbia and formerly legally described as PID: 030-132-649, Lot A, Block 14, District Lot 541, Group 1, New Westminster District, Plan EPP69136 and out of which the Remainder Parcel and the Development Parcel were created;
- (18) “**LEED**” means Leadership in Energy and Environmental Design, a green building certification system and an international symbol of sustainability excellence and green building leadership;
- (19) “**Parking Facility**” means the eight-level underground parking facility beneath Level 1 of the Building which forms or will form a part of the Remainder Development;
- (20) “**Parking Lease**” means a lease dated January 25, 2022 granted by Bosa Development (320 Granville) Ltd. to Bosa Parking Tenant Ltd. of all parking stalls and drive aisles within the Parking Facility, as the same may be amended, supplemented or replaced from time to time. The Parking Lease covers and charges, among other things, the ASP Parking Area, located approximately as shown on the plan attached as Schedule A to the Parking Lease. A copy of the Parking Lease is attached as Schedule C to the Project Facility Encumbrances;
- (21) “**Person**” means and includes any individual, corporation, partnership, firm, co-ownership, syndicate, association, trust, government, governmental agency or board or commission or authority, and other forms of entity or organization and any reference to a Person shall include and shall be deemed to be a reference to that Person’s successor;
- (22) “**Plans and Specifications**” means the proposed plans and specifications for any Works proposed to be carried out to or in respect of any portions of the Common Property comprising elevator vestibules or common corridors, any Strata Lot, any Remainder Unit or any other portion of the Remainder, as the same may be updated from time to time;

- (23) “**Prohibited Uses**” means, collectively, all those uses listed in Exhibit 1 attached to these Bylaws, which uses are not permitted to be carried out in any Strata Lot (or any portion thereof) or the Common Property (or any portion thereof), and “**Prohibited Use**” means any one of the uses listed in Exhibit 1 attached to these Bylaws;
- (24) “**Project**” means, together, the Development and the Remainder Development;
- (25) “**Project Administration**” means the means the administration, oversight and control of the operation, insuring, use, securing, inspection, construction, alteration, installation, maintenance, repair, replacement, cleaning and painting of the Project, and any portion thereof;
- (26) “**Project Facility Encumbrances**” means the agreement entered into or to be entered into among the strata corporation, Granco Holdings Ltd. (in its capacity as the registered owner of the Strata Lots), Granco Holdings Ltd. (in its capacity as the registered owner of the Remainder Parcel) and the Governing Facilitator, which includes Section 219 covenants and statutory rights of way and which is registered or will be registered in the Land Title Office against title to the Remainder Parcel, each of the Strata Lots and the Common Property, as the same may be amended, supplemented or replaced from time to time. A copy of the Project Facility Encumbrances is attached as Exhibit 2 to these Bylaws;
- (27) “**Project Facility Representatives**” means, collectively, the employees, officers, directors, agents, representatives, consultants and contractors of each of the Governing Facilitator and the Remainder Owner and any other Persons (including, without limitation, the Remainder Owner, the Governing Facilitator and any building manager (if any) hired by the Governing Facilitator and/or the Remainder Owner) to whom the Governing Facilitator may at any time and from time to time delegate any of its rights, power and/or authority, and/or to whom the Remainder Owner may at any time and from time to time delegate any of its rights, authority, functions and/or obligations, in respect of the Project, and any Persons to whom any such delegate delegates any such rights, power, authority, functions and/or obligations, if and as applicable, as it considers necessary and appropriate for the purpose of carrying out and/or exercising any of the rights, power, authority, functions and/or obligations delegated to it, and “**Project Facility Representative**” means any one of them;
- (28) “**Project Facility Rules**” means, collectively, the rules and regulations established by the Governing Facilitator and/or the Remainder Owner pursuant to the Project Facility Encumbrances, the ASP Agreement or otherwise, which relate to the Project Administration and which the Remainder Owner and/or the Governing Facilitator in its or their reasonable judgment deem appropriate in order to facilitate and promote the safe, secure, professional and efficient functioning of the Project at all times as a cohesive whole, to preserve the structural integrity of the Project and the reputation, appearance and standard of the Project as an AAA first class commercial office building, to promote good order therein, and otherwise to facilitate and promote the Project Administration in accordance with the Project Purpose and Standard, including, without limitation, rules and regulations governing access to and use of the Shared Use Areas and Systems within the Project, as the same may be amended, supplemented or replaced from time to time. The Project Facility Rules include, without limitation and for clarity, the Guidelines (whether or not such inclusion is expressly stated elsewhere herein), which Guidelines may, in the discretion of the Remainder Owner and/or the Governing Facilitator, be contained in one or more separate documents or included within a single document comprising all Project

Facility Rules. A copy of the Project Facility Rules (including, without limitation, the Alteration Guidelines Strata Floors), in effect as of the date of filing of these Bylaws in the Land Title Office, is attached as Schedule B to, and forms a part of, the Project Facility Encumbrances (Exhibit 2 hereto);

- (29) **“Project Purpose and Standard”** means the safe, efficient, professional and cohesive operation and maintenance of the Project in accordance with the Project Facility Encumbrances and the Project Facility Rules:
- (a) as a unified AAA, first-class commercial office building in the City of Vancouver with a consistent and high-quality aesthetic and overall functioning comparable to other AAA, first-class office buildings in the City of Vancouver;
 - (b) in compliance with all leadership in energy and environmental design (or “LEED”) standards applicable to the Project; and
 - (c) in a manner necessary to ensure the structural integrity of the Project and all components thereof;
- (30) **“Remainder”** means the lands and premises legally described as PID: 030-132-649, Remainder Lot A Block 14 District Lot 541 Group 1 New Westminster District Plan EPP69136, except part in Air Space Plan EPP76375;
- (31) **“Remainder Development”** means the commercial development or developments constructed and operated within the Remainder Parcel, partly within Levels 1 and 2 of the Building, partly within Levels 19 to 30 (both inclusive) of the Building, partly on the roof (Level 31) of the Building and partly within the Parking Facility;
- (32) **“Remainder Owner”** means the registered and beneficial owner(s) from time to time of the Remainder Parcel, which includes the Remainder Development;
- (33) **“Remainder Parcel”** means that separate legal parcel containing the Remainder Development, which parcel was created from a portion of the Lands on the subdivision of the Lands to create the Remainder Parcel and the Development Parcel;
- (34) **“Remainder Parties”** means the Remainder Owner, the tenants, licensees and other long-term or regular occupants of all or any portion of the Remainder Parcel, the Remainder Development and/or the Remainder Units, and their respective visitors, clients, customers, representatives, agents, contractors, subcontractors, consultants, agents, employees, licensees (including sublicensees) and other invitees;
- (35) **“Remainder Units”** means all the units, strata lots or any other areas within the Remainder that are designated for rental use by the Remainder Owner or are leased by the Remainder Owner, in each case, from time to time, and **“Remainder Unit”** means any one of them;
- (36) **“Shared Costs”** has the meaning set out in the ASP Agreement;
- (37) **“Shared Facilities”** means, collectively, the Amenities and the Main Lobby Area, Loading Area, Garbage Room, Mail Room (each as defined in the ASP Agreement) and any other facilities (if any) within the Remainder, which are made available under the ASP Agreement for the non-exclusive use of the strata corporation, the owners, tenants

and occupants of the Strata Lots, their respective Users, the Strata Corporation Invitees and Strata Lot Invitees in common with the Remainder Parties on the terms and subject to the conditions, restrictions and reservations contained in the ASP Agreement and in respect of which the associated costs are or will be apportioned between the strata corporation and the Remainder Owner in accordance with the ASP Agreement;

- (38) **“Shared Use Areas and Systems”** has the meaning set out in the ASP Agreement and includes, without limitation and for greater certainty, the Amenities, the Shared Facilities and the Parking Facility;
- (39) **“Strata Corporation Invitees”** means the visitors, representatives, agents, contractors, subcontractors, consultants, agents, employees, licensees (including sublicensees) and other invitees of the strata corporation and its Users;
- (40) **“Strata Lot Invitees”** means, in respect of any particular Strata Lot, the respective visitors, clients, customers, representatives, agents, contractors, subcontractors, consultants, agents, employees, licensees (including sublicensees) and other invitees of the owner, tenants and occupants of such Strata Lot;
- (41) **“Strata Lots”** means the strata lots within the Development as shown on the Strata Plan;
- (42) **“Strata Plan”** means strata plan EPS8733 filed in the Land Title Office;
- (43) **“Strata Property”** means, collectively, the Strata Lots and the Common Property legally described as Strata Lots 1 to 140, Block 14, District Lot 541, Group 1, New Westminster District, Strata Plan EPS8733, together with an interest in the common property in proportion to the unit entitlement of the Strata Lots as shown on Form V;
- (44) **“Users”** means:
 - (a) in respect of any particular Strata Lot owner, its tenants, licensees, subtenants, sublicensees, occupants, visitors, employees, agents, directors, officers, contractors, clients, customers, representatives, invitees and all others for whom such Strata Lot owner is responsible in law;
 - (b) in respect of the strata corporation, its licensees, sublicensees, employees, agents, council members, property manager, contractors, subcontractors, consultants, representatives, invitees and all others for whom the strata corporation is responsible in law; or
 - (c) in respect of any tenant, licensee or occupant of a Remainder Unit, its respective subtenants, sublicensees, visitors, employees, agents, directors, officers, contractors, clients, customers, representatives, invitees and all others for whom such tenant, licensee or occupant is responsible in law (as applicable); and
- (45) **“Works”** means any alterations, additions, installations, removals, replacements, renovations, refurbishments, modifications, enlargements, demolition, non-routine repairs, non-routine maintenance and any other similar works performed to or in respect of any Strata Lot or the Common Property or any portion or component of either or any improvements, equipment, systems or structures therein, and, without limiting the generality of the foregoing and for greater certainty, includes any fixturing work,

finishing work and tenant/owner improvement work performed to or in respect of a Strata Lot and any painting, decorating, construction, installation, replacement, repair or maintenance of improvements, equipment, structures or systems therein or in the vicinity thereof,

1.2 For the purposes of these Bylaws:

- (1) wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.
- (2) the terms “**owner**” and “**owners**” refer to those individuals, companies and other entities with a beneficial and/or registered ownership interest in a Strata Lot at any given time;
- (3) the terms “**tenant**” and “**tenants**” refer to those individuals, companies and other entities and organizations that have a leasehold interest (including a sublease) or other right to occupy exclusively a Strata Lot at any given time;
- (4) the terms “**occupant**” and “**occupants**” refer to any long-term or otherwise regular occupant of a Strata Lot other than a tenant, including, without limitation, those individuals who regularly work from a Strata Lot during the hours of operation for any business carried out in such Strata Lot;
- (5) the term “**strata corporation**” refers to The Owners, Strata Plan EPS8733, being the strata corporation for the Development;
- (6) The Exhibits attached to these Bylaws and any schedules attached to these Bylaws are incorporated into and form an integral part of these Bylaws;
- (7) The word “including”, when following any general statement, term or matter, is not to be construed as limiting such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as “without limitation” or “but not limited to” or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed as referring to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter, and the foregoing construction will apply in a corresponding manner to the word “includes” .
- (8) The division of these Bylaws into sections or Parts and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of these Bylaws.

Project Facility Governance

1.3 The owners, tenants and occupants of the Strata Lots acknowledge that:

- (1) pursuant to the Project Facility Encumbrances, the Governing Facilitator has the right, power and authority and is authorized (but is under no obligation) to do or cause to be done all things in connection with the Project Administration as are necessary or desirable in the opinion of the Governing Facilitator, subject to any requirements or directions of the Remainder Owner, to facilitate and promote the Project Administration in a safe, efficient, cohesive and professional manner in accordance with the Project Purpose and Standard

and otherwise in accordance with the Project Facility Encumbrances and the Project Facility Rules (which, for greater certainty and without limitation, include the Guidelines);

- (2) pursuant to the ASP Agreement, the strata corporation is obligated to pay a proportionate share of certain Shared Costs incurred by, or on behalf of, or in place of, the Remainder Owner in connection with the Shared Use Areas and Systems (including, without limitation, costs associated with the management, repair, construction, operation, replacement and security of the Shared Use Areas and Systems), and that the strata corporation's share of such Shared Costs constitutes an expense of the strata corporation which will be borne by the owners of the Strata Lots in proportion to the unit entitlement of their respective Strata Lots or as otherwise set out in the budget of the strata corporation;
- (3) the budget for the Project (which will establish those costs and expenses for which the strata corporation is responsible (as to its proportionate share) in connection with the operation of the Project, including the budget for those costs described at Bylaw 1.3(2)), will be established by the Remainder Owner in accordance with the ASP Agreement;
- (4) without limiting the generality of Bylaw 1.3(1), the Project Facility Encumbrances authorize (but do not obligate) the Governing Facilitator, among other things, to do any one or more of the following (each of which is more particularly described in the Project Facility Encumbrances), in its sole discretion:
 - (a) Permitted Uses: establish the permitted uses for the Strata Lots, Remainder Units and the Common Property and provide that no Strata Lot or portion of the Common Property or Remainder Unit may be used for any of the Prohibited Uses or for any other purpose without the prior written approval of the Governing Facilitator, and mandate use of the Strata Lots, Remainder Units and Common Property in accordance with all Applicable Laws, all permits issued by Governmental Authorities, all applicable Project Facility Rules and all applicable provisions of the Project Facility Encumbrances;
 - (b) Approval of Works and Plans and Specifications: require submission to and written approval by the Governing Facilitator of Plans and Specifications for any Works to be carried out with respect to any Strata Lot or Remainder Unit or any portions of the Common Property constituting elevator vestibules or common corridors (including the authority to require modifications to any such Plans and Specifications as a condition to the Governing Facilitator's approval) in order to ensure that all such Works are consistent with the Project Purpose and Standard and, without limiting the generality of foregoing, are compatible structurally, technically and functionally with the Building's systems, areas, services, facilities, infrastructure and equipment, and to inspect and approve completion of any such Works in accordance with approved Plans and Specifications and all Applicable Laws and permits issued by Governmental Authorities (including, without limitation, the City), all such approvals and oversight to be at the Governing Facilitator's discretion;
 - (c) Delegation: delegate any of its authority, rights and powers under the Project Facility Encumbrances and Project Facility Rules to one or more Project Facility Representative(s);

- (d) Project Facility Rules: at any time and from time to time, establish and amend, supplement, delete, replace, publish and/or enforce such Project Facility Rules or any component thereof as the Governing Facilitator and/or the Remainder Owner, in its or their reasonable judgment deem appropriate, subject to the terms of the Project Facility Encumbrances, in order to facilitate and promote the safe, secure, professional and efficient functioning of the Project at all times as a cohesive whole, to preserve the structural integrity of the Project and the reputation, appearance and standard of the Project as an AAA first class commercial office building, to promote good order therein, and otherwise to facilitate and promote the Project Administration in accordance with the Project Purpose and Standard;
- (e) Amenities: without limiting the generality of Bylaw 1.3(4)(d), to control access to and use of the Amenities at all times including, without limitation, the right at any time and from time to time to close, prohibit and/or restrict access to and the use of all or any portion of any one or more of the Amenities by the owners, tenants, occupants, their respective Users and Strata Lot Invitees, the strata corporation, its Users and Strata Corporation Invitees, any Remainder Parties and/or any other Persons, in each case for such period of time or during such hours during any period of time, all as determined necessary or desirable by the Governing Facilitator, in its sole and absolute discretion (and, without limiting the generality of the foregoing and for further certainty, whether or not during any such closure, prohibition and/or restriction all or any portion of any one or more of the Amenities is, with the permission of the Governing Facilitator, open for access to and use for any purpose by any third party or any other Person). Further, the Project Facility Rules may include, without limitation and for greater certainty, rules governing access to and/or use of parking stalls in the Parking Facility and rules governing access to and use of any or all of the Amenities. The Project Facility Rules governing the use of Amenities may include, without limitation and for greater certainty, rules relating to any closure or restriction as described above in this Bylaw 1.3(4)(e) and rules relating to operation, including, without limitation, hours of operation, manner of operation, access and use eligibility criteria, capacity limits at any event(s), responsibilities of users, permitted conduct by users, the requirements to pay user fees, utilities costs, security deposits, damage deposits, administration fees and/or other fees, costs and charges, required reservation/booking procedures and limitations and/or other requirements;
- (f) Enforcement and Penalties/Fines: enforce the Project Facility Rules and the provisions of the Project Facility Encumbrances and, upon any breach of any Project Facility Rule or any provisions of the Project Facility Encumbrances by a Strata Lot owner, any of its tenants or occupants, the strata corporation and/or any of their respective Users, Strata Lot Invitees or Strata Corporation Invitees, as the case may, to do any one or more of the following, without limitation: (A) levy fines against such Strata Lot owner and/or the strata corporation, (B) charge late payment charges, taxes and interest on arrears of amounts payable under the Project Facility Rules and/or the Project Facility Encumbrances (as applicable), administration fees and/or collection and enforcement costs against such Strata Lot owner and/or the strata corporation, (C) suspend the right of the defaulting owner and/or strata corporation and/or any one or more of the following (as applicable) to use any one or more of the Amenities and/or prohibit the defaulting owner and/or strata corporation and/or any one or more of the following (as applicable) from using all or any part of any one or more Amenities

for specified purpose(s): (i) any one or more of such owner's or the strata corporation's Users; (ii) any one or more of the Strata Lot Invitees in respect of such owner's Strata Lot; and/or (iii) any one or more Strata Corporation Invitees; and/or (D) exercise any other rights and remedies as are provided under the Project Facility Encumbrances and/or Project Facility Rules, at law or in equity;

- (g) Alteration Guidelines Strata Floors: without limiting the generality of Bylaw 1.3(4)(b) or 1.3(4)(d), prepare or cause to be prepared and approve, in its sole discretion, either alone or together with the Remainder Owner, the form and contents of the Alteration Guidelines Strata Floors and any amendments, supplements or replacements thereof and establish or approve, in its sole discretion, the process for approval concerning any Works to be performed to or in respect of a Strata Lot and/or any portions of the Common Property comprising elevator vestibules or common corridors, the approval of Plans and Specifications in respect of the same and/or the approval of the completed Works;
- (h) Utility Costs: without limiting the generality of any other provisions of these Bylaws, recover from an owner any Utilities Costs (plus applicable taxes) associated with the supply of Utilities to any one or more of such owner's Strata Lots (whether such costs are billed by the relevant utility supplier, a third party, the Governing Facilitator and/or any affiliate thereof) including any administration fees, interest on arrears, late payment charges, collection and enforcement costs and/or other amounts (whether imposed by the relevant utility supplier, a third party, the Governing Facilitator and/or any affiliate thereof) payable in connection with the supply and/or collection of such Utilities Costs and any other amounts relating to the supply of such Utilities;
- (i) Access: enter upon the Strata Lots and the Common Property for the purposes of, among other things, in its sole discretion, inspecting any Works carried out to or in respect the Strata Lots and Common Property for compliance with the Project Facility Encumbrances, the ASP Agreement and the Project Facility Rules, exercising the Governing Facilitator's rights (or causing any Project Facility Representatives to exercise such rights) under the Project Facility Encumbrances and/or Project Facility Rules, addressing any real or perceived risk to person or property, enforcing compliance with the Project Facility Rules and Project Facility Encumbrances, curing any violation of the Project Facility Encumbrances or Project Facility Rules and/or maintaining or repairing any portions of the Strata Lots and Common Property which the Remainder Owner is required to maintain and repair under the ASP Agreement; and
- (j) Oversight: make decisions on other matters relating to the Project Administration, in its discretion, including, without limitation, the use of the Strata Lots and the Common Property, the performance of Works to or in respect of the Strata Lots and any portion of the Common Property comprising elevator vestibules and common corridors, and the operation and maintenance of certain portions of the Project (which includes the Development) comprising Shared Use Areas and Systems, all for the purposes of facilitating and promoting the Project Administration, including the functioning, structural integrity and standard of the Project, at all times in accordance with the Project Purpose and Standard. Unless otherwise determined by the Governing Facilitator and set out in the Project Facility Rules (or any amendment thereto), restrictions may include a requirement

that Strata Lot owners, tenants and occupants or the strata corporation, as the case may be, engage contractors approved by the Governing Facilitator and/or the Remainder Owner for carrying out any Works to be performed to or in respect of any Strata Lots or any portions of the Common Property constituting elevator vestibules and common corridors, respectively.

1.4 In the event of any conflict or inconsistency between any Bylaw, rule or regulation of the strata corporation (including, without limitation, any Bylaw herein) and any provision contained in the Project Facility Encumbrances or Project Facility Rules, then in any such case, the provision of the Project Facility Encumbrances or Project Facility Rules, as the case may be, will prevail.

1.5 The owners, tenants and occupants of the Strata Lots and the strata corporation will at all times comply in all respects with, and cause their respective Users and Strata Lot Invitees and Strata Corporation Invitees, as the case may be, to comply in all respects with, all of the Project Facility Encumbrances and all of the Project Facility Rules, in each case as are applicable to the owners, tenants and occupants of the Strata Lots, the strata corporation, their respective Users, the Strata Lot Invitees and/or the Strata Corporation Invitees, as the case may be. Without limiting the foregoing and for greater certainty, each owner, tenant and occupant of any Strata Lot and the strata corporation will at all times comply in all respects with, and cause their respective Users, Strata Lot Invitees and Strata Corporation Invitees, as the case may be, to comply in all respects with, all amendments, supplements and replacements made to or in respect of all or any portion of all or any of the Project Facility Rules (which includes all Guidelines) at any time and from time to time in accordance with the Project Facility Encumbrances and in respect of which the owner or strata corporation, as applicable, has received notice in accordance with the Project Facility Encumbrances (whether or not any such amendment, supplement or replacement is registered in the Land Title Office). Without limiting the foregoing and for certainty, any notice of the Project Facility Rules, or any one or more of them, or any amendment, supplement or replacement of the Project Facility Rules, or any one or more of them, may be provided by the Governing Facilitator to owners and the strata corporation by written notice or online publication thereof in accordance with the Project Facility Encumbrances.

1.6 No owner will:

- (1) vote in favour of any resolution of the strata corporation to:
 - (a) amend, remove or replace any Bylaw herein that requires compliance with any of the provisions contained in the Parking Lease and/or Project Facility Encumbrances and/or any of the Project Facility Rules; or
 - (b) pass any new Bylaw or rule of the strata corporation that would be inconsistent with any of the Project Facility Rules or any provision contained in the Parking Lease and/or Project Facility Encumbrances,

and any such Bylaw or rule, if passed, will be null and void; or

- (2) enter into, assume or agree to be bound by any agreement in relation to any of its Strata Lots which is inconsistent with any of the Project Facility Rules or any provision contained in the Parking Lease and/or Project Facility Encumbrances or which contains any obligations of the owner the performance of which by the owner would result in a breach

by the owner of any of the Project Facility Rules or any provision contained in the Parking Lease and/or Project Facility Encumbrances.

- 1.7 The strata corporation will from time to time as necessary:
- (a) provide the contact information required under the Project Facility Encumbrances to be provided by it to the Governing Facilitator; and
 - (b) give or cause to be given written notice to its Users and all Strata Corporation Invitees of the Project Facility Rules and any amendment, modification, supplement or replacement thereof in respect of which it has received written notice from the Governing Facilitator (or a Project Facility Representative),

in each case in accordance with Section 9.3 of the Project Facility Encumbrances.

- 1.8 Each Strata Lot owner will from time to time as necessary:
- (a) provide the contact information required under the Project Facility Encumbrances to be provided by it to the Governing Facilitator; and
 - (b) give or cause to be given written notice to its Users and its and their respective Invitees of any Project Facility Rules and any amendment, modification, supplement or replacement thereof in respect of which it has received written notice from the Governing Facilitator (or a Project Facility Representative),

in each case in accordance with Section 9.3 of the Project Facility Encumbrances.

PART 2 - DUTIES OF OWNERS, TENANTS, OCCUPANTS, STRATA CORPORATION, USERS, STRATA LOT INVITEES AND STRATA CORPORATION INVITEES

Payment of strata fees

- 2.1 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 amounts payable by the strata corporation as set out in the approved budget.
- 2.2 If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

Repair and maintenance of property by owner

- 2.3 An owner must repair and maintain the owner's Strata Lot, except for repair and maintenance that is the responsibility of the strata corporation under these Bylaws, and subject at all times to the Project Facility Encumbrances, the ASP Agreement and the Project Facility Rules and the rights of the Governing Facilitator, the Remainder Owner and the Project Facility Representatives thereunder, as applicable.
- 2.4 An owner who has the use of limited common property appurtenant to its Strata Lot must repair and maintain such limited common property, except for repair and maintenance that

is the responsibility of the strata corporation under these Bylaws (which includes Bylaw 3.2), but subject at all times to the Project Facility Encumbrances, the ASP Agreement and the Project Facility Rules and the rights of the Governing Facilitator, the Remainder Owner and the Project Facility Representatives thereunder, as applicable.

Inform strata corporation

- 2.5 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.
- 2.6 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Alterations to Strata Lots and Common Property

- 2.7 The strata corporation and all owners, tenants and occupants and their respective contractors and subcontractors will comply in all respects with these Bylaws, the Project Facility Encumbrances, Project Facility Rules (including, without limitation, the Alteration Guidelines Strata Floors), the ASP Agreement, any Plans and Specifications approved by the Governing Facilitator, all Applicable Laws and all permits issued by any Governmental Authority (including, without limitation, the City) when carrying out any Works to or in respect of any portion of the Common Property that constitutes an elevator vestibule or a common corridor or any Strata Lot, as the case may be. Without limiting the generality of the foregoing and for greater certainty, no Works may be performed to or in respect of any Strata Lot or any portion of the Common Property that constitutes an elevator vestibule or a common corridor except:
- (a) in accordance with Plans and Specifications for the proposed Works first approved in writing by the Governing Facilitator and/or the Remainder Owner;
 - (b) by approved contractors and subcontractors as set out in the Alteration Guidelines Strata Floors or otherwise approved in writing by the Governing Facilitator and/or the Remainder Owner; and
 - (c) in accordance with all applicable Project Facility Rules (if any) in addition to the Alteration Guidelines Strata Floors.
- 2.8 The Alteration Guidelines Strata Floors may be amended at any time and from time to time by the Governing Facilitator and/or the Remainder Owner in its or their respective discretion.
- 2.9 The owner of a Strata Lot will, in respect of any Works performed or permitted by it to be performed to or in respect of such Strata Lot or any portion of the Common Property that constitutes an elevator vestibule or a common corridor, in all circumstances, be solely responsible for:
- (a) all expenses relating to such Works; and
 - (b) any injury (including death) to any person or any damage to or loss of property, including any property within the Development and any property within any other component of the Project (including any portion of the Remainder) caused

by, or arising directly or indirectly out of, or relating in any manner to, such Works.

2.10 The strata corporation will, in respect of any Works performed or permitted by it to be performed to or in respect of any portion of the Common Property that constitutes an elevator vestibule or a common corridor, in all circumstances, be solely responsible for:

- (a) all expenses relating to such Works; and
- (b) any injury (including death) to any person or any damage to or loss of property, including any property within the Development and any property within any other component of the Project (including any portion of the Remainder) caused by, or arising directly or indirectly out of, or relating in any manner to, such Works.

2.11 An owner must obtain the written approval of the strata corporation before carrying out any Works performed or permitted by it to be performed to or in respect of such Strata Lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) stairs, balconies, terraces or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the Common Property;
- (e) fences, railings or similar structures that enclose a patio, balcony, terrace or yard;
- (f) Common Property located within the boundaries of a strata lot;
- (g) those parts of the Strata Lot which the strata corporation must insure under section 149 of the *Strata Property Act* (British Columbia) (which includes any regulations enacted thereunder), all as the same may be amended, supplemented or replaced from time to time (collectively, the “*Strata Property Act*”).

2.12 Any approval by the strata corporation pursuant to Bylaw 2.11 is in addition to all other approvals required pursuant to the Project Facility Encumbrances, the ASP Agreement, and the Project Facility Rules and the rights of the Governing Facilitator, the Remainder Owner and the Project Facility Representatives thereunder, as applicable.

Obtain approval before altering Common Property

2.13 An owner must obtain the written approval of the strata corporation before carrying out any Works to or in respect of Common Property, including limited Common Property, or common assets, and any such Works must be performed in accordance with any applicable provisions of the ASP Agreement, any plans and specifications approved by the strata corporation, all Applicable Laws and all permits issued by Governmental Authorities (including, without limitation, the City). An owner must also obtain the written approval of the Governing Facilitator before carrying out any Works to or in respect of any portions

of the Common Property constituting elevator vestibules or common corridors and any such Works must be performed in accordance with the Project Facility Encumbrances, Project Facility Rules, ASP Agreement, any Plans and Specifications approved by the Governing Facilitator, all Applicable Laws and all permits issued by Governmental Authorities (including, without limitation, the City).

2.14 An owner or the strata corporation which conducts or causes to be conducted any Works in respect of any portions of the Common Property:

- (a) will be responsible, in all circumstances, for any and all expenses relating to such Works and must pay all such expenses promptly as and when due;
- (b) must provide, at the written request of the strata corporation (if the Works are to be performed by an owner) and, in the case of any Works to be performed to or in respect of any portion of the Common Property constituting an elevator vestibule or common corridor, at the written request of the Governing Facilitator, in each case in their respective sole discretion:
 - A. evidence of appropriate insurance coverage relating to such Works. Such insurance must, in any event at a minimum, satisfy all applicable insurance requirements as are contained in the ASP Agreement and the Project Facility Rules (which, for greater certainty, includes the Guidelines);
 - B. evidence of contractors' insurance coverage and WorkSafeBC clearance; and
 - C. a statutory declaration of the strata corporation (if the Works are performed by the strata corporation) or a senior officer of the owner (if the Works are performed by an owner), in each case in such form and content as is satisfactory to the strata corporation and/or the Governing Facilitator (as applicable). Any such statutory declaration must confirm payment in full for all labour and materials and the absence of builders liens (including any filed during the applicable builders lien filing period) and must comply with all such other requirements and conditions, if any, in connection with such Works as the strata corporation and/or the Governing Facilitator, as applicable, in their respective discretion, may specify (which requirements and conditions may include the requirement to provide engineering reports and/or an indemnity in favour of the Remainder Owner, the Governing Facilitator and the Project Facility Representatives and their respective agents, employees, consultants, contractors, officers, directors, shareholders, successors and assigns in respect of any Claims arising directly or indirectly out of such Works).

Governing Facilitator approval of Works

2.15 The Governing Facilitator may, by its authority under the Project Facility Encumbrances, but subject to the provisions thereof and to the Project Facility Rules, withhold its approval of any Works to be performed to or in respect of any Strata Lot or any portions of the Common Property that constitute elevator vestibules or common corridors.

Permit entry to Strata Lot

- 2.16 An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the Strata Lot:
- (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (2) at a reasonable time, on 48 hours' prior written notice,
 - (a) 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 to insure under the *Strata Property Act*; and
 - (b) to ensure compliance with the *Strata Property Act* and these Bylaws, as amended or replaced.
- 2.17 The notice referred to in Bylaw 2.16(2) must include the date and approximate time of entry, and the reason for entry.
- 2.18 In exercising its rights under Bylaw 2.16, the strata corporation will not unreasonably interfere with the operation of any occupant of a Strata Lot.
- 2.19 If, after notice, entry is not allowed, then the person authorized by the strata corporation to enter the Strata Lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the Strata Lot owner.
- 2.20 An owner, tenant, occupant, their respective Users and Strata Lot Invitees, the strata corporation, its Users and the Strata Corporation Invitees must allow the Governing Facilitator, the Remainder Owner and/or any Project Facility Representatives or other authorized Persons to enter its Strata Lot and Common Property, as applicable, as required and permitted by the Project Facility Rules and the Project Facility Encumbrances.

Compliance with Bylaws, rules, agreements and encumbrances

- (a) Owners, tenants and occupants, the strata corporation, their respective Users, the Strata Lot Invitees and the Strata Corporation Invitees, as applicable, must comply strictly with these Bylaws, with any rules and regulations adopted by the strata corporation from time to time and with the provisions of each of following, as applicable and in effect from time to time: the Project Facility Rules, the Project Facility Encumbrances, the ASP Agreement and the Parking Lease (including, without limitation, any applicable provisions contained in the Parking Lease respecting reallocation of parking stalls and any applicable provisions respecting payment of costs associated with the Parking Facility operation and any electrical vehicle charging stations located therein). Without limiting the generality of the foregoing or any other Bylaws, or anything contained in the Project Facility Rules or in the Project Facility Encumbrances, and for greater certainty, the strata corporation, its Users and the Strata Corporation Invitees, and each of the owners, tenants and occupants, their respective Users and Strata Lot Invitees are and will be deemed to be bound by the covenants and agreements of

the strata corporation and the owners, respectively, contained in the Project Facility Encumbrances and by the Project Facility Rules, and

- (1) subject to the *Strata Property Act*, the strata corporation will:
 - A. comply with each of the covenants and agreements of the strata corporation contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to the strata corporation; and
 - B. cause its Users and the Strata Corporation Invitees to comply with each of the covenants and agreements of the strata corporation (*mutatis mutandis*) contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to its Users and the Strata Corporation Invitees, respectively; and
- (2) each owner, tenant and occupant of a Strata Lot will:
 - A. comply with each of the covenants and agreements of the owner of such Strata Lot (*mutatis mutandis*) contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to such owner, tenant and/or occupant, as the case may be;
 - B. cause its respective Users and Strata Lot Invitees in respect of such Strata Lot to comply with each of the covenants and agreements of the owner of such Strata Lot (*mutatis mutandis*) contained in the Project Facility Encumbrances, and with each of the Project Facility Rules applicable to its respective Users and Strata Lot Invitees in respect of such Strata Lot, respectively; and
 - C. include in any lease, licence, sublease or sublicense by it of all or any part of such Strata Lot, a covenant and agreement of the tenant, licensee, sublessee or sublicensee, as the case may be, that it will comply with all covenants and agreements of the owner of such Strata Lot (*mutatis mutandis*) contained in the Project Facility Encumbrances and with each of the Project Facility Rules applicable to such tenant, licensee, subtenant or sublicensee, as applicable.

Insurance Policies

- 2.21 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 any insurance policy of the strata corporation, the Governing Facilitator or the Remainder Owner.
- 2.22 An owner will place and maintain insurance on improvements to his or her Strata Lot and the contents of that Strata Lot and any other insurance required to be obtained and maintained by an owner pursuant to any other of these Bylaws of the strata corporation. Any insurance policy placed or maintained by an owner that is obtained and maintained in respect of any Strata Lot will: (a) add the strata corporation and, if requested in writing by the Governing Facilitator, in its sole discretion, the Governing Facilitator and/or Remainder Owner, as an additional insured(s); (b) provide for a waiver by the insurer of its rights of subrogation against each additional insured and its respective agents, representatives and

employees; (c) provide that the insurer waives its option to repair, rebuild, or replace if the Strata Plan is cancelled after damage to the Development; and (d) provide that the insurers will provide to each additional insured 30 days' prior written notice of cancellation, non-renewal or material alteration of any term(s) that results in a reduction of coverage. Each owner will provide the strata corporation, on an annual basis and at any time upon request, and will provide the Governing Facilitator at any time if requested in writing by the Governing Facilitator, in its sole discretion, with a certificate of insurance confirming that the owner has obtained such insurance and that it is in force.

2.23 Without limiting Bylaw 2.21 or Bylaw 2.22 and in addition to any obligations contained in Bylaw 2.21 or Bylaw 2.22, and notwithstanding anything to the contrary contained in these Bylaws, the strata corporation and each owner will:

- (1) place and maintain in force, at its own cost, all such insurance as is required to be placed, obtained and/or maintained in force by it, respectively, at any time or at all times, as applicable, pursuant to any one or more of the Project Facility Rules. All policies of such insurance must comply with all requirements applicable thereto set out in the Project Facility Rules;
- (2) comply with all Project Facility Rules applicable to the strata corporation or such owner, as the case may be, which relate in any manner to insurance including, without limitation, insurance coverage, insurance policies, premiums payable for insurance coverage and proof of insurance coverage; and
- (3) cause its respective Users and the Strata Corporation Invitees or the Strata Lot Invitees in respect of its Strata Lot, as the case may be, to comply with all Project Facility Rules relating to insurance applicable to Project Users.

Use of Shared Use Areas and Systems

2.24 Each owner will:

- (1) not use or occupy any of the Shared Use Areas and Systems (which includes, without limitation and for greater certainty the Amenities, the Shared Facilities and the Parking Facility) or any portion of any of them, or allow any of such Shared Use Areas and Systems or any portion of any of them to be used or occupied, other than in compliance with all of the following, in each case as applicable and in effect from time to time: all Applicable Laws, all approvals and permits issued by any Governmental Authorities (including, without limitation, the City), the Project Facility Rules, Project Facility Encumbrances, ASP Agreement and Parking Lease (including, without limitation, any applicable provisions respecting reallocation of parking stalls contained in the Parking Lease and any applicable provisions respecting payment of costs associated with the operation of the Parking Facility and any electrical vehicle charging stations located therein); and
- (2) pay, as and when due in accordance with the Project Facility Rules, Project Facility Encumbrances, ASP Agreement and Parking Lease, without any set off or deduction whatsoever, all amounts required to be paid by such owner pursuant thereto (including, without limitation, any plan review charges and any user fees, security deposits, damage deposits, administration fees, late payment charges, taxes and other costs, fees, charges, fines, interest and other amounts payable in association with use of any Amenities by such

owner, its tenants and occupants, any of their respective Users and/or any of their respective Strata Lot Invitees.

Owner Liability

- 2.25 Owners are responsible for the conduct of their respective Users and their respective Strata Lot Invitees within any portion of the Project.
- 2.26 Without limiting the generality of Bylaw 2.25, owners are responsible for any damage to all or any portion of the Remainder Parcel and/or the Remainder Development arising, directly or indirectly, out of:
- (a) the use or occupation of its Strata Lot by the owner, its tenants or occupants, any of their respective Users and/or any of their respective Strata Lot Invitees in respect of such Strata Lot; and/or
 - (b) any escape, seepage, leakage, spillage, emission or other release of water, howsoever caused (and whether intentionally or unintentionally) from its Strata Lot into or through any portion of the Remainder Parcel and/or Remainder Development.

PART 3 - POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL

Repair and maintenance of property by strata corporation

- 3.1 Subject always to compliance with these Bylaws, the Project Facility Rules, the Project Facility Encumbrances, the ASP Agreement and any requirements and directions made by the Governing Facilitator, Remainder Owner or Project Facility Representatives in accordance therewith (which may include, without limitation, the right of the Governing Facilitator, Remainder Owner and/or Project Facility Representatives to carry out, or cause to be carried out, repair and maintenance of any of the items listed below), 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
 - (c) limited common property (if any) but the duty to repair and maintain it is restricted to:
 - A. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - B. the following, as applicable, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of the Building;
 - (ii) the exterior of the Building;
 - (iii) stairs, balconies, patios, decks, terraces and other things attached to the exterior of the Building

- (iv) building signs, doors, windows and skylights (including the casings, the frames and the sills (if applicable) of such building signs, doors, windows and skylights) on the exterior of the Building or that front on the Common Property or limited common property appurtenant to one or more Strata Lots; and
 - (v) gates, fences, railings and similar structures that enclose patios, decks, roof decks and terraces (which includes, without limitation, the L4 Terrace, subject to Bylaw 3.2);
- (d) a Strata Lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to the following, as applicable:
- A. the structure of the Building;
 - B. the exterior of the Building;
 - C. stairs, balconies, patios, decks, terraces and other things attached to the exterior of the Building;
 - D. building signs, doors, windows and skylights (including the casings, the frames and the sills (if applicable) of such building signs, doors, windows and skylights) on the exterior of the Building or that front on the Common Property or limited common property appurtenant to one or more Strata Lots; and
 - E. gates, fences, railings and similar structures that enclose patios, decks, roof decks and terraces.

3.2 Notwithstanding anything to the contrary in these Bylaws, the L4 Terrace will be subject to the following requirements regarding maintenance and repair thereof:

- (a) subject to and in accordance with the ASP Agreement, maintenance and repairs of the L4 Terrace will be performed by or at the direction of the Remainder Owner so as to ensure consistency with the overall Project functioning and aesthetic and the Project Purpose and Standard; and
- (b) all maintenance and repairs of the L4 Terrace carried out by or at the direction of the Remainder Owner will be at the cost of the strata corporation and the strata corporation will allocate such costs only to the owners of those Strata Lots entitled to use the L4 Terrace, and such costs will be shared among such owners on the basis of the relative unit entitlement of their respective Strata Lots,

3.3 Subject always to the terms and conditions set out in the ASP Agreement and the Project Facility Encumbrances (which includes, without limitation, provisions thereof governing inspection, maintenance and repair of Shared Use Areas and Systems), when carrying out any inspection, maintenance, repair or other Works to or in respect of all or any component, area, utility or other system (including, without limitation the HVAC system) or any other portion of any Strata Lot or the Common Property, the owner of the Strata Lot or the strata corporation, as the case may be, will engage, or cause to be engaged to carry out the subject inspection, maintenance, repair or other Works, the same contractors and professionals as

those contractors and professionals (which may be changed at any time and from time to time by the Remainder Owner, in its sole discretion) engaged by the Remainder Owner, Governing Facilitator or any Project Facility Representatives to perform equivalent inspection, maintenance, repair or other Works to equivalent portions of the Remainder Parcel or Remainder Development, as applicable, all so as to ensure adequate support and a cohesive aesthetic, operation and overall functioning of the Project as an integrated Project in accordance with the Project Purpose and Standard.

Council size

3.4

- (1) The council must have at least three and not more than seven members.
- (2) From and after the first annual general meeting, and until otherwise determined by 3/4 vote, there will be a maximum of seven members on the strata council, each of whom will be an owner or mortgagee of a Strata Lot or, if the owner is a corporation, an individual representing the corporate owner, or, if the mortgagee is a corporation, an individual representing such corporate mortgagee.

Council members' terms

3.5

- (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

3.6

- (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.
- (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 of the removed council member.
- (3) No person may stand for council or be elected to council or continue to be on council with respect to a Strata Lot if the strata corporation is entitled to register a lien against that Strata Lot under the *Strata Property Act*.

Cessation of Council Member

3.7

A strata council member will immediately cease to be a strata council member if:

- (a) the strata council member is the subject of a certificate of incapacity issued under applicable legislation;

- (b) the strata council member is convicted of an indictable offence for which he or she is liable to imprisonment or is convicted of any criminal offence involving fraud or deceit;
- (c) the strata council member or the owner or mortgagee he or she represents commences any legal proceedings against the strata council, one or more strata council members (acting in that capacity) or the strata corporation; or
- (d) the strata corporation is entitled to register a lien under the *Strata Property Act* against any Strata Lot owned by such council member.

Replacing council member

3.8

- (1) If a council member resigns or ceases to be a strata council member in accordance with Bylaw 3.7, or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term of the replaced council member.
- (2) A replacement council member may be appointed from among any persons eligible to sit on the council.
- (3) The council may appoint a council member under this Bylaw 3.8 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 cease to be strata council members in accordance with Bylaw 3.7 or are unwilling or unable to act for a period of two or more months, Persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations thereunder and the Bylaws respecting the calling and holding of meetings.

Officers

3.9

- (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, the council members may appoint a replacement officer from among themselves for the remainder of the term of the replaced officer.

Calling council meetings

3.10

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

Requisition of council hearing

3.11

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under Bylaw 3.11(1) the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

3.12

- (1) A quorum of the council is
 - (a) one, if the council consists of one member,
 - (b) two, if the council consists of two, three or four members,
 - (c) three, if the council consists of five or six members, and
 - (d) four, if the council consists of seven members.

- (2) Council members present by proxy will be counted in establishing quorum.

Council meetings

3.13

- (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 simultaneously and instantaneously communicate with all other council members and other participants.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners who are not eligible to vote at council meetings may not attend council meetings as observers unless council, in its sole discretion, agrees to permit such owners to attend.
- (4) Despite Bylaw 3.13(3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) Bylaw contravention hearings;
 - (b) rental restriction Bylaw exemption hearings; or
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

3.14

- (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, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 3.15 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.

Limitation on liability of council member

3.16

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

- (2) Bylaw 3.16(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Consents

3.17

- (1) Any consent, approval or permission given under these Bylaws by the strata council will be in writing and revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the *Strata Property Act*, the strata corporation may proceed under the *Small Claims Act* (British Columbia), as the same may be amended, superseded or replaced from time to time, against an owner or other Person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 4 - ENFORCEMENT OF BYLAWS AND RULES

Maximum fine by Strata Corporation

4.1

- (1) The strata corporation may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a Bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice (other than strata fees, but including special levies), of any money owing to the strata corporation as provided for in the *Strata Property Act* or these Bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and having been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by 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 strata council pursuant to the *Strata Property Act* or these Bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Contravention of Project Facility Rules and Project Facility Encumbrances

- 4.2 Owners, occupants and tenants of a Strata Lot and their respective Strata Lot Invites may also be subject to fines and other penalties imposed by the Governing Facilitator under the Project Facility Rules and the Project Facility Encumbrances. Such fines and other penalties will not be subject to the limits or restrictions described in Bylaw 4.1.

Continuing contravention

- 4.3 If an activity or lack of activity that constitutes a contravention of a Bylaw or rule of the strata corporation continues, without interruption, for longer than seven days, a fine may be imposed every seven days.

PART 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

Person to chair meeting

5.1

- (1) An annual general meeting of the strata corporation must be held in each calendar year and within two months after the fiscal year end of the strata corporation.
- (2) Annual and special general meetings must be chaired by the president of the council.
- (3) If the president of the council is unwilling or unable to act as chair, the meeting must be chaired by the vice-president of the council.
- (4) If neither the president nor the vice-president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

5.2

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

Voting

5.3

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters present in person or by valid proxy.

- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this Bylaw 5.3, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) 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.
- (8) At any annual or special general meeting (which, for clarity, includes, without limitation, any such meeting by telephone or other permitted electronic method described in Bylaw 5.5(1)), any eligible voter may vote by proxy, provided that no proxy may be voted at any annual or special general meeting unless it has been placed on file with the president of the strata council of the strata corporation for verification prior to the time at which such vote will be taken.

Order of business

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;

- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

Electronic Attendance at Meetings

5.5

- (1) Attendance by persons at an annual or special general meeting may be by telephone or video conferencing or by any other electronic method if such electronic method permits all persons participating in the meeting to communicate instantaneously and simultaneously with each of the other participants during the meeting and enables the chair to identify whether a person attending is an eligible voter (each a “**permitted electronic method**”).
- (2) Only a person eligible to vote may attend, in person or by proxy, an annual or special general meeting by a permitted electronic method.
- (3) A person attending an annual or special general meeting by a permitted electronic method is deemed to be present in person or, if such person holds a valid proxy representing an eligible voter, by proxy, for the entire duration of the meeting for all purposes.
- (4) The strata council may determine whether an annual or special general meeting will be held by a permitted electronic method.
- (5) The notice of any annual or special general meeting to be held by a permitted electronic method must include instructions for attending the meeting by electronic means.
- (6) An owner attending an annual or special general meeting held by a permitted electronic method is responsible for arranging and maintaining a means of attendance which complies with this Bylaw 5.5 and the requirements of the strata council for such meeting (including the use of a particular software program or application required by the strata council for such meeting) and for arranging the necessary equipment and connections. The strata corporation is not responsible for any failure to connect or any loss of connection by any particular owner whether or not the strata council required and/or facilitated electronic attendance.
- (7) Notwithstanding any provision of these Bylaws to the contrary and subject to Bylaws 5.5(2) and 5.5(3), at any annual or special general meeting held by a permitted electronic method:
 - (a) subject to Bylaw 5.5(7)(b), owners attending shall have their votes taken by the chair asking those attending to indicate their votes by a show of hands or by such electronic means as may be specified by the chair or by a poll of those owners attending; and
 - (b) where a secret ballot is requested, owners attending shall have their votes taken by the chair calling the roll of owners attending.

- (8) Any owner attending an annual or special general meeting held by a permitted electronic method is conclusively deemed to waive secrecy in the case of any secret ballot (if any).

Quorum

5.6

- (1) A quorum for an annual or special general meeting is:
 - (a) eligible voters holding 1/3 of the strata corporation's votes, present in person or by proxy, or
 - (b) if there are fewer than four Strata Lots or fewer than four owners, eligible voters holding 2/3 of the strata corporation's votes, present in person or by proxy.
- (2) Except in the case of a meeting demanded under section 43 of the *Strata Property Act*, if within ½ hour 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.
- (3) Notwithstanding section 48(3) of the *Strata Property Act*, the failure to obtain a quorum for a meeting demanded under section 43 of the *Strata Property Act* terminates, and does not adjourn, that meeting.

PART 6 - COMMON EXPENSES

Strata fees

- 6.1 The Strata Lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this PART 6.

Apportionment of common expenses

- 6.2 Common expenses will be apportioned among the Strata Lots and to individual Strata Lots in the following manner:
 - (a) common expenses which relate to and benefit all Strata Lots 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
 - (b) common expenses attributable to any one Strata Lot will be allocated to such Strata Lot.

Expenses attributable to limited Common Property

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

Contributions to Contingency Reserve Fund

- 6.4 Subject to the provisions of the *Strata Property Act*, if the amount of money in the contingency reserve fund of the strata corporation at the end of any fiscal year of the strata corporation after the first annual general meeting is equal to or greater than 25% of the total amount budgeted for the contribution to the operating fund of the strata corporation for the fiscal year that has just ended, the strata corporation will cause the annual contribution to the contingency reserve fund for the current fiscal year to be at least 5% of the total amount budgeted for the contribution to the operating fund for the current fiscal year. Without limiting the generality of the foregoing and for clarity, subject to the *Strata Property Act*, the 5% minimum annual contribution will apply for each fiscal year of the strata corporation (after the first annual general meeting) where the amount of money in the contingency reserve fund at the end of the fiscal year that has just ended is $\geq 25\%$ of the total amount budgeted for the contribution to the operating fund of the strata corporation for such fiscal year that has just ended.

PART 7 – USE OF PROPERTY

Use of property

7.1

- (1) Owners, tenants and occupants must not use, or permit any Person to use, a Strata Lot, the Common Property, any of the common assets of the strata corporation or any other portion of the Project for any purpose that:
 - (a) will or might be injurious to the reputation of the Project as a first-class commercial/office/retail complex or inconsistent with the Project Purpose and Standard;
 - (b) is a Prohibited Use;
 - (c) has not been first approved in writing by the Governing Facilitator, in its sole discretion, in accordance with the Project Facility Encumbrances; or
 - (d) contravenes any provision of any Project Facility Rules, the Project Facility Encumbrances or the ASP Agreement.
- (2) Owners, tenants and occupants will not:
 - (a) make, cause or produce, or permit any Person to make, cause or produce, any undue noise, smell, vibration or glare in or about any Strata Lot or the Common Property or to do anything that interferes unreasonably with any other owner, tenant or occupant or any of the Remainder Parties.
 - (b) obstruct or use, or permit any of their respective Users or Strata Lot Invitees to obstruct or use, the sidewalks, elevators, walkways, passages, stairs, ramps, drive aisles and/or driveways of the Common Property or of the Remainder for any purpose other than ingress to or egress from the Strata Lots, the Common Property, the Parking Facility, the Amenities or any other Shared Use Areas and Systems;

- (c) do, or permit any Person to do, anything that will increase the risk of fire or the premium payable for any insurance on the Project or any part thereof;
 - (d) allow, cause or permit a Strata Lot or any portion of the Common Property to become unsanitary, unsightly or a source of odour;
 - (e) place, or permit any Person to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a Strata Lot except in accordance with these Bylaws, the Project Facility Encumbrances and the Project Facility Rules;
 - (f) use, or permit any Person to use, a Strata Lot for the purpose of residential accommodation (whether short-term, long-term or overnight stays) or for any other purpose, except for any such purpose as has been previously approved in writing by the Governing Facilitator (but the Governing Facilitator will have no obligation to provide any such approval) and is otherwise in accordance with the Project Facility Encumbrances and Project Facility Rules;
 - (g) bring into or keep, or permit any Person to bring into or keep, any pets or other animals of any kind (other than any Seeing Eye® or CNIB Guide Dogs) within, a Strata Lot, the Common Property, any of the common assets of the strata corporation or any other portion of the Building;
 - (h) give, or permit any Person to give, any keys, combinations, security cards, fobs or other means of access to the Building or any security gate (including the Entrance Gate) to any Person other than as permitted under the Project Facility Rules or as otherwise permitted by the Governing Facilitator;
 - (i) conduct, or permit any Person to conduct any vehicle maintenance or repairs within the Parking Facility;
 - (j) use or install, or permit any Person to use or install, in any Strata Lot or any portion of the Common Property any awnings, shades, window guards or screens, ventilators or heating or air-conditioning devices, except any such installations, if any, approved in writing by the strata council and the Governing Facilitator, nor alter, or permit any Person to alter, in any way, any such installations installed by the Remainder Owner without the approval in writing of the strata council and Governing Facilitator; or
 - (k) alter, remove, replace, or otherwise interfere in any manner whatsoever with, or permit any of their respective Users or Strata Lot Invitees to alter, remove, replace, or otherwise interfere in any manner whatsoever with, any windows or any window coverings installed within any portion of the Project (including, without limitation, within any Strata Lot or any portion of the Common Property) at any time and from time to time by or on behalf of the Remainder Owner.
- (3) Owners, tenants and occupants and their respective Users and Strata Lot Invitees must not use a Strata Lot, the Common Property or common assets in a way that:

- (a) causes a nuisance, disturbance or hazard to another Person, including, without limitation, any owners, tenants, occupants, Users, Strata Lot Invitees, Strata Corporation Invitees or Remainder Parties;
 - (b) causes unreasonable or repetitive noise;
 - (c) unreasonably interferes with the rights of other Persons to use and enjoy the Common Property, common assets, another Strata Lot, a Remainder Unit or any other portion of the Remainder;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the Strata Lot or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan or as set out in these Bylaws.
- (4) Owners, tenants and occupants must not cause damage, other than reasonable wear and tear, to the Common Property, common assets or those parts of a Strata Lot which the strata corporation must repair and maintain under these Bylaws or insure under the *Strata Property Act* or any other portion of the Project.

No obligation to enforce Project Facility Rules

7.2 Owners, tenants and occupants will comply, and will cause their respective Users and Strata Lot Invitees to comply, and the strata corporation will comply, and will cause its Users and the Strata Corporation Invitees to comply, strictly with the Project Facility Rules and the Project Facility Encumbrances provided, however, that nothing in these Bylaws will be construed so as to impose upon the Governing Facilitator, the Remainder Owner or any Project Facility Representative any duty or obligation to enforce the Project Facility Rules or Project Facility Encumbrances against any Person, and none of the Governing Facilitator, the Remainder Owner and the Project Facility Representatives will be liable to any Person for any violation of any of the Project Facility Rules or any provision of the Project Facility Encumbrances by any other Person, or for the failure of the Governing Facilitator, Remainder Owner or any Project Facility Representatives to impose fines or penalties in respect of any such violation of the Project Facility Rules or Project Facility Encumbrances.

Use of limited Common Property

7.3 Owners, tenants and occupants will not place, or permit any Person to place, planters or any other items or equipment within any part of the limited common property (if any) designated for the exclusive use of their respective Strata Lot(s), unless permitted under any applicable Project Facility Rules (if any) and approved by the strata corporation in writing. Any such approved planters, items or equipment will be maintained in good, safe and tidy condition on an ongoing basis and the responsibility for such maintenance and associated costs will be solely for the account of the owners of the Strata Lot(s) entitled to the use of the limited common property on which they are placed.

Garbage disposal

7.4 Owners, tenants and occupants will remove ordinary office use-related recycling materials, refuse and garbage from their respective Strata Lots and will deposit it only in the appropriate containers provided for that purpose within the garbage/recycling room located in the Building. Owners, tenants or occupants, as applicable, will remove any other recycling materials, refuse and garbage from their respective Strata Lots and out of the Building and away from the Project at their respective own expense.

Move in / move out

7.5

- (1) The strata corporation and the Project Facility Rules may regulate the times and manner in which any moves into or out of Strata Lots may be made, require that such moves be co-ordinated with one or more Project Facility Representative(s) and/or strata corporation representatives and/or impose such other restrictions and requirements with respect thereto as the strata corporation, Governing Facilitator and Remainder Owner, or any of them, may require.
- (2) An owner of a Strata Lot must notify the strata corporation and the Governing Facilitator at least 10 days in advance of the date and time that the owner or its tenant(s) or occupant(s) will be moving into or out of the Strata Lot.

Deliveries / Elevator Loading

7.6

- (1) The strata corporation and Project Facility Rules may regulate the times and manner in which any deliveries to or from Strata Lots may be made and require that such deliveries be co-ordinated with one or more Project Facility Representative(s) and/or strata corporation representatives at least seven days in advance of such deliveries, or such lesser period as any applicable Project Facility Rules (if any) and the strata corporation may permit.
- (2) In no event will any owner, tenant or occupant place, or permit any Person to place, any load within any elevator in the Building in excess of the size and/or weight permitted by notice posted by or on behalf of the Remainder Owner or the Governing Facilitator inside the elevator or adjacent to any elevator door and/or as set out in the Project Facility Rules.

Signs and displays

7.7 No signs or notices may be installed within any Strata Lot so as to be visible from the exterior of such Strata Lot or otherwise on the exterior of the Building except those, if any, permitted under Bylaw 7.10 and/or in accordance with the Project Facility Rules and/or Project Facility Encumbrances.

7.8 Subject to Bylaw 7.7, any and all signs permitted under the Project Facility Rules to be installed anywhere within or on the exterior of the Building must be installed in accordance with: (i) all applicable Project Facility Rules; (ii) the Project Facility Encumbrances; (iii) all Applicable Laws; and (iv) all applicable regulations, Bylaws and rules of the strata

corporation, and such owner must first obtain all approvals and permits required from the City and other applicable Governmental Authorities and provide copies of such approvals and permits to the strata corporation and, if required under the Project Facility Rules, to the Governing Facilitator and/or any Project Facility Representatives. In addition, no sign will be permitted to be installed within the Development without the prior written approval of the strata corporation (which will not be unreasonably withheld). All permitted signs and notices installed by, at the direction of, or with the approval of, an owner, tenant or occupant of a Strata Lot will be installed and maintained at the sole expense and risk of the owner of the applicable Strata Lot and such owner will take out and maintain all such insurance for and in respect of such signage as a prudent owner displaying similar signage in a similar context and location would obtain and maintain.

- 7.9 In the absence of any Project Facility Rules governing signs advertising the sale, lease and/or open house of a Strata Lot, such signs may be displayed only on a third-party management website or any website made available for such purpose by the strata corporation and may not be displayed in or on any doors, hallways and/or windows of or adjacent to a Strata Lot.
- 7.10. Notwithstanding Bylaw 7.9, signs advertising the sale, lease and/or open house of a Strata Lot owned or leased by the owner developer and other marketing signs of the Remainder Owner (or the Governing Facilitator or Project Facility Representatives on behalf of the Remainder Owner), in its capacity as owner or lessee of such Strata Lot, may be displayed on the Common Property and/or on the limited common property appurtenant to, and/or any window of, any Strata Lot owned or leased by the owner developer, all at the sole discretion of the owner developer.

Marketing of Strata Lots for Sale or Lease

- 7.10 The marketing of any Strata Lots for sale or lease by owners, tenants or occupants will comply with any applicable Project Facility Rules.

PART 8 - VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

8.1

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by any party to the dispute giving written notice to each of the other disputing parties requesting referral of such dispute to a dispute resolution committee, if:
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the *Strata Property Act*, the regulations thereunder and/or the Bylaws or the rules of the strata corporation.
- (2) A dispute resolution committee consists of:
 - (a) one owner or tenant of a Strata Lot nominated by each of the disputing owners and/or tenants and, if the strata corporation is a disputing party, one member of the

strata council, and one owner or tenant mutually chosen to chair the committee by the persons nominated by the disputing parties (which chair, for greater certainty, will be in addition to the nominees selected 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 will use reasonable efforts to attempt to help the disputing parties to voluntarily resolve the dispute.
- (4) If, for any reason whatsoever, a dispute is not resolved by the parties with the help of the dispute resolution committee within a reasonable period of time after the date of a notice given pursuant to Bylaw 8.1(1), any disputing party may, at any time thereafter submit such dispute for resolution by the Civil Resolution Tribunal pursuant to the *Civil Resolution Tribunal Act* (British Columbia), as amended, superseded or replaced from time to time.

PART 9 - MARKETING ACTIVITIES BY OWNER DEVELOPER

Marketing activities

- 9.1 During the time that the owner developer of the Development is the owner or lessee of any Strata Lots, it shall have the right to maintain any Strata Lot or Strata Lots owned or leased by it as a display unit or marketing center, and to carry on such marketing, sales and/or leasing functions therein as it considers necessary in order to enable it to sell or lease such Strata Lots.
- 9.2 In order to enable or assist it in marketing, selling or leasing any Strata Lots within the Development, or any strata lots within any other developments, in each case which are owned by the owner developer or a party related to or affiliated with the owner developer, the owner developer and its affiliates and related parties and their respective agents and representatives may do any of the following as may be reasonably determined by the owner developer:
 - (a) use any area of the Common Property to carry on any marketing activities (including, without limitation, hosting promotional events and/or conducting photography and/or video sessions) in connection with the sale or lease of Strata Lots in the Development, or strata lots in any developments other than the Development and/or any other properties, in each case which are owned by the owner developer or an entity related to or affiliated with the owner developer, for up to 48 months after the date of first occupancy of any Strata Lot in the Strata Plan; and
 - (b) have access to any and all parts of the Common Property for the purpose of showing Strata Lots owned or leased by it, the Common Property and the common assets of the strata corporation to prospective purchasers and/or lessees and their representatives for as long as the owner developer considers necessary in order to market, lease or sell any Strata Lots owned or leased by it.
- 9.3 Notwithstanding anything to the contrary in these Bylaws, marketing signs of the owner developer may be displayed on the Common Property and/or the limited common property

appurtenant to, or any portion of any window of any Strata Lot owned or leased by the owner developer, at the discretion of the owner developer.

PART 10 - GENERAL

Compliance with Strata Property Act

- 10.1 To the extent that any one or more of these Bylaws contravene the provisions of the *Strata Property Act*, such Bylaw(s) will be amended to the extent necessary to achieve the intent of such Bylaw(s) in a way that does not contravene the provisions of the *Strata Property Act*.

Restricted Entrance to the Parking Facility

- 10.2 Access to the Development is provided through the Entrance Gate to the Parking Facility, the main lobby and associated elevators and stairways, all of which are located within the Remainder Development and access to the Remainder Development may be restricted and governed by the Project Facility Rules.

Intellectual Property

- 10.3 The owner developer, being Bosa Development (320 Granville) Ltd., or an entity related to the owner developer owns all rights, title and interest in and to any and all Intellectual Property associated with the Project known as “320 Granville” and none of the owners, occupants and tenants own at the date of these Bylaws or will acquire at any time thereafter any, right or interest in or title to any such Intellectual Property. For the purposes of this Bylaw, “**Intellectual Property**” includes trade-names, trade-marks, trade dress, business names, logos and other indicia of origin and all goodwill; copyrights; industrial designs and similar rights; and websites and domain names.

Shared Use Areas and Systems

- 10.4 The Development and the Remainder Development are located in separate legal parcels but are physically integrated and share access to, egress from and use of the Amenities, Shared Facilities and the other Shared Use Areas and Systems. The owners, tenants and occupants of the Strata Lots will comply with, and cause their respective Users and Strata Lot Invitees to comply with, all terms, conditions, reservations and restrictions contained in any and all easements, other encumbrances and other agreements entered into or assumed by the strata corporation in respect of access to, egress from and/or shared use and enjoyment of the Shared Use Areas and Systems including, without limitation, the ASP Agreement, the Project Facility Encumbrances and the Parking Lease (including, without limitation, any applicable provisions contained in the Parking Lease respecting reallocation of parking stalls and provisions respecting payment of expenses associated with the operation of the Parking Facility and any electric vehicle charging stations located therein) and with any and all Project Facility Rules relating to access to, egress from, and/or shared use and enjoyment of, the Shared Use Areas and Systems (including, without limitation, all Project Facility Rules governing access to, egress from and/or shared use of the Parking Facility, or any part thereof).

Cost Sharing Agreement

- 10.5 The owners of the Strata Lots acknowledge that the strata corporation is or may be a party to one or more cost sharing agreements (which may be included within the ASP Agreement or one or more separate agreements) pursuant to which the strata corporation is obligated to pay its proportionate share of all costs relating to the use, operation, repair, maintenance, insuring and securing of the Amenities, Shared Facilities and other Shared Use Areas and Systems and all other Shared Costs (as defined and described in the ASP Agreement and the Shared Costs Schedule attached to and forming a part thereof), and that the strata corporation's share of the costs under each such cost sharing agreement constitutes an expense of the strata corporation which will be borne by the owners of the Strata Lots in proportion to the unit entitlement of their respective Strata Lots or as otherwise set out in the budget of the strata corporation.

Payment of Utilities Costs

10.6

- (1) For the purpose of this Bylaw 10.6:
 - (a) **“Utilities”** means, collectively, electricity and any other utility or service supplied to or for the benefit of, or consumed at or within, a Strata Lot including, without limitation, gas, waste / recycling services and water and **“Utility”** means any one of them; and
 - (b) **“Utilities Costs”** means, in respect of any particular Strata Lot, all costs, fees and other charges (including, without limitation, hookup, connection and disconnection costs, fees and charges and administration fees) plus applicable taxes thereon, associated with the supply of any Utilities to or for the benefit of, or consumed at or within, such Strata Lot.
- (2) Each Strata Lot owner will pay in respect of each Strata Lot owned by it, monthly and/or quarterly, as and when due, in accordance with all invoices therefor received by it at any time and from time to time (whether any such invoice is received by such Strata Lot owner from a third party, from the Governing Facilitator, or from a third party on behalf of the Governing Facilitator), all Utilities Costs associated with any and all Utilities supplied to or for the benefit of, or consumed at or within, such Strata Lot.

Without limiting the generality of the foregoing and for certainty, if, at any time and from time to time, the Remainder Owner or the Governing Facilitator (instead of the Strata Lot owner) is invoiced by any third party for Utilities Costs associated with any Utility supplied to or for the benefit of, or consumed at or within, any Strata Lot(s) owned by such Strata Lot owner together with:

- (a) any one or more Utilities supplied to or for the benefit of any Strata Lot(s) owned by any other Strata Lot owner(s), and/or
- (b) any one or more Utilities supplied to or for the benefit of any other portion(s) of the Project,

then, in any such case, such Utilities Costs will be allocated by or on behalf of the Governing Facilitator on an equitable basis among, and billed to and payable monthly and/or quarterly by, the actual users of such Utility, as applicable (which may include, without limitation and for clarity, such Strata Lot owner).

- (3) Without limiting the generality of Bylaw 10.6(2) and for greater certainty, the Governing Facilitator and/or the Remainder Owner may engage a third-party to invoice each Strata Lot owner for, and otherwise to monitor, administer and/or manage the billing and collection of, the Utilities Costs on behalf of the Governing Facilitator, and each Strata Lot owner will, unless otherwise directed by the Governing Facilitator in writing, pay all invoices for Utilities Costs received by it from any such third party for Utilities Costs associated with any and all Utilities supplied to or for the benefit of, or consumed at or within, any Strata Lot(s) owned by it, to such third party at the address of the third party set out in such invoices.
- (4) Each owner will pay all Utilities Costs invoiced by or on behalf of the Governing Facilitator to such Strata Lot owner monthly and/or quarterly, within 15 days after the date of receipt of any invoice therefor, without any deduction or setoff whatsoever, to or as directed by the Governing Facilitator in accordance with Bylaw 10.6(3) and the Project Facility Encumbrances.
- (5) Subject to the *Strata Property Act*, if at any time or from time to time a Strata Lot owner fails to pay, in accordance with this Bylaw 10.6, any Utilities Costs for any Utility or Utilities supplied to or for the benefit of, or consumed at or within, any Strata Lot(s) owned by such Strata Lot owner, then, in each such case, the strata corporation may fine the owner for a contravention of this Bylaw 10.6 and may require the owner to pay any costs (including, without limitation, administrative fees and legal costs on a solicitor and own client basis) incurred by the strata corporation in remedying such Bylaw contravention by collecting the outstanding Utilities Costs and remitting the same to the Governing Facilitator.
- (6) If at any time or from time to time a Strata Lot owner fails to pay, in accordance with this Bylaw 10.6, any Utilities Costs for any Utility or Utilities supplied to or for the benefit of, or consumed at or within, any Strata Lot(s) owned by such Strata Lot owner, then, in any such case, the Governing Facilitator may exercise all rights and remedies available to it pursuant to the Project Facility Rules. The rights and remedies of the Governing Facilitator under the Project Facility Rules, referred to in this Bylaw 10.6(6), are in addition to any rights available to the strata corporation under Bylaw 10.6(5).

Severability

- 10.7 If any provision of any of these Bylaws is void or not enforceable, it will be considered separate and severable from these Bylaws and the remaining provisions of such Bylaw and the remaining Bylaws will remain in force.

Electric Vehicle Parking Stalls and Electric Vehicle Charging Stations

10.8

The Project Facility Rules include rules governing the use and operation of the parking stalls in the Parking Facility, including, without limitation, parking stalls in which an electric vehicle charging station is or may be installed, and rules with respect to any such

electric vehicle charging stations, and such rules may include, without limitation, rules in respect of some or all of the following: the installation, ownership, use, operation and/or management of the electric vehicle charging stations, the provision of monitoring and/or other services in respect of such electric vehicle charging stations, the Person or Persons (including, without limitation, owners) responsible for payment of costs for such services and the electricity consumed by the electric vehicle charging stations and the rights of the Remainder Owner and/or Governing Facilitator in the event of any default in payment of any such costs. Each Strata Lot owner will comply, and will cause its respective Users and the Strata Lot Invitees in respect of the Strata Lot owned by it to comply, with each of the Project Facility Rules (which includes any amendments, supplements and replacements of any of such Project Facility Rules) which are applicable to such Strata Lot owner, its Users and/or the Strata Lot Invitees in respect of the Strata Lot owned by it, respectively, and which relate in any manner to: (a) the use of any one or more parking stalls in the Parking Facility in respect of which such Strata Lot owner has exclusive use; and/or (b) any electric vehicle charging station which is installed, at the date of registration of these Bylaws in the Land Title Office or at any time after such date, in or near any such parking stall and which serves any such parking stall.

EXHIBIT 1

TO THE BYLAWS OF 320 GRANVILLE

PROHIBITED USES

The following uses are collectively, the “Prohibited Uses” and each, a “Prohibited Use”:

- (a) any movie theatre, bowling alley, dance hall, discotheque or nightclub;
- (b) schools of any nature (including, without limitation, any language school, trade school, cooking school or cooking classes, beauty school, barber college, reading room, place of instruction, or any other operation serving primarily students or trainees rather than retail customers);
- (c) any church, synagogue or other religious facility or place of worship;
- (d) any gasoline or service station, automotive service or repair business;
- (e) any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles;
- (f) any manufacturing facility;
- (g) any dry cleaner; except drop off or pick up;
- (h) any retail operation in which more than twenty (20%) percent of the sales area of such operation is used for the display and/or sale of clothing or goods commonly referred to as close outs, manufacturer’s overruns, or excess inventory or manufacturer’s seconds or imperfect merchandise;
- (i) any “second hand” store, used clothing or thrift store, pawn shop, salvation army type store, “surplus” store or liquidation outlet;
- (j) any discount retailer (such as, without limitation, “dollar” stores such as Family Dollar) or other discount type operation;
- (k) any mortuary or funeral parlour;
- (l) any coin operated laundry;
- (m) any foreign consulate;
- (n) any student agency;
- (o) any student or shoe repair shop;
- (p) any medical marijuana dispensary or other marijuana related business;
- (q) any business which requires the use of hazardous chemicals or hazardous materials;

- (r) any use inconsistent with the customary character of a first-class commercial building of excellent quality and appearance in all respects comparable to similar high-quality first-class commercial developments in the City of Vancouver (such as, without limitation, any massage parlour, “head” shop, adult book shop or adult movie house, X-rated adult entertainment venue, tattoo or piercing parlour or a video or games arcade) or any other business or activity deemed by the Governing Facilitator to be a nuisance or which would in the Governing Facilitator’s reasonable opinion tend to lower the character of the Project or the Remainder Development;
- (s) the operation of any automatic banking machine, cash dispensing machine, vending machine, or video or other game machine;
- (t) any bingo hall, banquet hall, casino or flea market;
- (u) any drivers’ licence bureau (whose business is the sale of drivers’ licences and renewals, vehicle licence plates and stickers, and/or providing driving lessons);
- (v) any illegal, noxious or offensive use or activity;
- (w) any hair, nail, spa and/or other such services relating to personal grooming;
- (x) any government agency;
- (y) any jewellery and/or shoe repair;
- (z) any dry cleaning;
- (aa) residential use; or
- (bb) any other use prohibited by the Remainder Owner or the Governing Facilitator.