

Part 2. Definitions

1. Any terms used in these bylaws shall be interpreted:
 - (1) First by reference to the definition section of these bylaws;
 - (2) Then by reference to any definitions stated or implied in the Headlease or Sublease agreements;
 - (3) Then by reference to applicable legislation; and
 - (4) Finally, by plain language interpretation.

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For the purposes of all bylaws the following terms shall be interpreted as follows:

‘Assessments’ mean the proportionate share of common costs assessed or reassessed by the Homeowners Corporation payable by each Sublessee, pursuant to a sublease, including but not limited to Maintenance Payments or one-time assessments and whether estimated or actual; and may also include user fees, fines, penalties, chargebacks or indemnified amounts payable by a Sublessee.

‘Applicable Laws’ means the land rules and constitution of the Westbank First Nation, the Governing Documents of the Aria Apartments Homeowners Corporation, the governing documents of the Aria Apartments Homeowners Corporation, the headlease, subleases, and any other applicable laws, statutes, bylaws, ordinances, regulations or lawful requirements of the Federal, Provincial or Municipal Government and authority, the WFN or its council or any public utility lawfully acting under statutory power.

‘WFN’ means Westbank First Nation governing the portion of the Tsinstikeptum Reserve in which the Development is situated.

‘Board of Directors’ means the Elected Board of Directors of Aria Apartments Homeowners Corporation.

‘Building’ means an apartment building within the Development in which the leased residential premises are located.

‘Common Assets’ mean real property or personal property owned or obtained by the Homeowners Corporation for the use or enjoyment of the Owners.

‘Common Areas’ means those areas of the Development that are not part of the leased premises or a home including those areas designated by the Sublessor as common areas, including but not limited to landscaped areas, parking areas, roadways and sidewalks. Common Areas are administered as part of the Development in common, but not all Common Areas are intended for access by Owners or Residents, and access may be restricted by Bylaw or

otherwise as determined by the Board of Directors.

'Common Facilities' means those facilities within the Development that are designated by the Sublessor as common facilities, including but not limited to, roads, electrical and mechanical systems, drainage and sewer systems, waterworks, elevators, fire prevention and security systems primarily located in the Common Areas.

"Common Costs" or "Common Expenses" each interchangeably mean the total of the reasonable costs (without duplication) incurred by the Homeowners Corporation to operate, manage, insure, repair, and maintain the Development (including the residential apartment buildings, Common Areas and the Common Facilities), including without limitation:

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- a. All costs and expenses to repair, maintain, replace and decorate the residential apartment buildings, grounds and other Common Areas and Common Facilities;
- b. The cost of insurance;
- c. The taxes payable by the Homeowners Corporation for Common Areas and Common Facilities;
- d. All costs and expenses for gardening and landscaping, line painting and repainting, rental of equipment, garbage removal, sanitary control or removal, snow removal and cleaning of Common Areas and Common Facilities;
- e. Wages and other amounts paid for maintenance, security and operating personnel;
- f. All accounting and other professional fees, costs and expenses relating to the operation, management, insurance, repair, maintenance and replacement of the Common Areas and the Common Facilities;
- g. Water and sewer for the Development; and
- h. All costs of utilities, taxes and other amounts payable in connection with the Common Areas and the Common Facilities;

together with a contingency reserve fund for each Lease Year as reasonably determined by the Homeowners Corporation, but not less than five percent (5%) of the costs and expenses described above.

'Development' means the residential condominium development comprised of the registration plan governed by the Aria Apartments Homeowners Corporation.

'Exclusive Use Areas' are areas which have been formally designated for the exclusive use of residents and guests of a Unit as shown on the registration plan or for a maximum 1 year term by written agreement approved by the Board of Directors.

'Home' or 'Unit' interchangeably mean the interior of a residential dwelling unit in a multi-unit complex in the Development intended for occupation by an individual or individuals as a place

of residence or lodging which is leased pursuant to a sublease.

'Homeowners Corporation' means the Aria Apartments Homeowners Corporation.

'Maintenance Payments' mean an owner's monthly contribution to the Homeowners Corporation's account of estimated common costs pursuant to a sublease.

'Occupant', and its plural shall include reference to:

- a. Any resident from time to time, regardless of the length of time for which the residency lasts, and regardless of whether the right to occupy the unit is based in ownership, sublease, tenancy, invitation, license, or any other basis;

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- i. Any natural or corporate person using or having tenancy or any other current right to use a unit whether as a domicile or otherwise; and/or
- j. Any person who from time to time occupies the unit in a similar fashion to the foregoing.

'Owner' means the sublessee or assignee of a sublease or holder of a sublease.

'Registration Plan' means the surveyed plan for Lot 344 TIR No. 9 Province of British Columbia as shown on CLSR Plan of Survey No 85020, including units 1 to 175, exclusive use areas as well as common areas and facilities.

'Visitor' and its plural form refer to:

- a. Any person who is not an owner, tenant or occupant coming within the bounds of the registration plan on the authority, direction or invitation of an owner, tenant, occupant or other visitor, or for the purpose of visiting an owner, tenant, occupant or unit whether with or without authority to do so;
- k. Without limiting the foregoing, "visitor" shall include any guest, agent, employee, invitee or other person who enters the bounds of the registration plan for the purpose of visiting or having any dealings with a unit or an owner, tenant, occupant or other visitor;
- l. Any person who would currently be or previously have been a visitor under subsection "a" above, but whose authority to come within the bounds of the registration plan was imperfect or had expired or been revoked.

These definitions apply whether or not they are used with capitalization in these bylaws.