BYLAWS

Of ARIA Apartments Homeowners Corporation
'Aria Apartments'

Be it resolved by special resolution approved by ¾ vote of ARIA Apartments Homeowners Corporation that all previous bylaws and all rules are repealed and replaced with the following bylaws.

The authority to pass and amend bylaws is acknowledged pursuant to each resident's Sublease at article 8.1 and this document is hereby certified to be approved for incorporation into the Articles of the Aria Apartments Homeowners Corporation or such other governance documents as required to render the bylaws binding on the sublessors, their tenants and invitees.

These bylaws should be read in conjunction with each unit Sublease, the Headlease and all other governing documents and Applicable Laws.

Approved at the AGM of June 3, 2026

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Part 1. Application and Object of the Bylaws

1. Notwithstanding the fact that a strata plan under the *Strata Property Act* cannot be filed in respect of the Lands, and without limiting the provisions of the Sublease, the parties to each Sublease have expressly agreed to be bound by these bylaws as amended from time to time, and have accepted the intention that this Development and the Homeowners Corporation will be bound by the *Strata Property Act* and operate in a manner which is as compliant as possible to the obligations and standards which would exist if a strata plan was filed in respect of the Lands, and the Homeowners Corporation was a Strata Corporation duly incorporated in the province of British Columbia. In the event of a disagreement as to the applicability of a provision of the *Strata Property Act*, and amendments, replacement legislation or successor statutes, the matter may be referred to arbitration, provided that the provisions of the Sublease and applicable laws are paramount.

2. Subject to the limits of authority permitted by the provisions of the governing legislation and agreements in place, these bylaws are intended to regulate and govern:

   (1) Compliance with and full observation of the terms of the Headlease;

   (2) The conduct of all persons while within the physical bounds of the Development shown on the registration plan;

   (3) The use, control, maintenance and enjoyment of the residential units, common areas, exclusive use areas and common assets;

   (4) The administration, management and governance of the Homeowners Corporation, including conduct of the Homeowners Corporation's meetings and affairs, whether held within the bounds of the registration plan or otherwise;

   (5) Specific obligations imposed herein on owners (sublessees), tenants, occupants and the Homeowners Corporation itself; and

   (6) Such other specific matters as are addressed herein.

3. Subject to and without limiting the statutory duties imposed by governing legislation; the object of these bylaws is to allow for fair and proper governance of the Homeowners Corporation as well as responsible stewardship of the assets and fulfillment of duties which are of common interest; for the purpose of encouraging the peaceful enjoyment of units, and preservation of common interests and equity in a manner which fairly and properly reflects the best interests of all owners.

4. Owners and tenants are jointly and severally responsible to ensure that they and their respective tenants or subtenants, occupants, visitors, and any other people or pets invited or admitted to the property by any of the foregoing, do not contravene or cause a contravention of the bylaws or rules, or cause undue risk of injury or property damage.

Part 2. Definitions

5. 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.

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:

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;
b. 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
c. 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;
b. 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;
c. 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.

Part 3. Conduct and Use of Property

Division 1. Conduct Generally

6. Without limiting the right to dissent or free expression thereof or any other lawful excuse; no person under the jurisdiction of these bylaws may unlawfully or unreasonably and unduly:

(1) Contravene any applicable laws.

(2) Impair or obstruct the proper governance of the Homeowners Corporation;

(3) Impair the quiet enjoyment of one or more units, common areas, exclusive use areas, or common assets by others entitled to that enjoyment;

(4) Cause undue diminishment of the value of the Development or any associated real property; or

(5) Falsely and deliberately impugn the reputation of the Homeowners Corporation, its properties or assets.

(6) "HOUSE RULES" (Approved at the AGM on June 26, 2025) An owner, tenant, occupant, or visitor must not at any time in written correspondence, over the phone or in person in a strata lot, common property or limited common property:

a. Engage in bullying, intimidation, unreasonable and/or aggressive conduct against another person or group of persons.
b. Obstruct, stall, or otherwise interfere with any person providing a work or services on behalf of the Strata Corporation including but not limited to, an employee, manager, caretaker, landscaper, contractor, service worker, volunteer, or board member.
c. Use foul language in service of a) or b).

7. Without limiting the generality of bylaw 6(1), no person may, while within the bounds of the registration plan, contravene any environmental laws or cause the Homeowners Corporation to incur any cleanup costs or penalties with respect to environmental contamination.

Division 2. Noise, Nuisance and Disturbance

8. No person may, while within the bounds of the registration plan:

(1) Cause unreasonable noise or disturbance within the bounds of the registration plan;

(2) Unreasonably obstruct or interfere with the rights of other persons to access, use and enjoy the common areas, exclusive use areas, common assets or another unit;

and/or

(3) Cause or improperly increase the risk of fire, injury, death, damage to property, or otherwise cause any hazard or nuisance which is not inherent to ordinary occupation of a unit.

9. Quiet Hours are from 10:00 p.m. until 7:00 a.m. each day. Without limiting the general application of bylaw 8, any noise which is audible from within another unit is deemed to be unreasonable if it occurs during Quiet Hours, unless a contrary finding is made by the Board of Directors.

10. Without limiting the general application of bylaw 8, in determining whether noise is unreasonable, the Board of Directors may give particular consideration to whether noise resulting in a complaint:

(1) Had a significant or severe impact on others;

(2) Was recurring or unnecessarily loud or prolonged;

(3) Was audible in two or more units other than the unit from which the noise originated;

(4) Was caused by operation of any device or instrument which ought reasonably to have been expected to cause disturbance, including without limitation any; noisemaker; loudspeaker; musical instrument; computing, gaming, amplification, audio or audio/video device; or any machine, tool, or motor, excepting reasonable use of tools, machinery and equipment used in making an approved alteration of a unit or alteration which does not require approval;

(5) Was caused by a raised voice or unnecessary impact;

(6) Was caused by activities which themselves were not permitted or breached other legal restrictions, including provisions of the bylaws and/or rules of the Homeowners Corporation;

(7) Was caused by activities which are inconsistent with the character of a reasonably quiet multi-family residential development;

(8) Appears to have been deliberately intended to disturb others; and/or

(9) Occurred after previous complaints or warnings relating to noise or disturbance were supplied to an owner and/or occupant of the unit in question.

Division 3. Use of Property

11. No person may, without lawful excuse or prior and properly authorized written approval of the Homeowners Corporation, use a unit, the common areas, exclusive use areas, or common assets in any way that:

    (1) Contravenes or causes a contravention of the bylaws;

    (2) Causes common areas or exclusive use areas to be significantly changed, damaged or impairs or obstructs rightful access or use of common areas or exclusive use areas;

    (3) Has a significant and improper adverse effect on the access to, use, or appearance of common areas or exclusive use areas or is injurious to the reputation of the Development;

    (4) Contravenes Applicable Laws; and/or

    (5) Is contrary to a primary or secondary purpose for which the unit common areas or exclusive use areas are intended as shown expressly or by necessary implication on or by the registration plan.

12. An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common areas, exclusive use areas or common assets or those parts of a unit which the Homeowners Corporation must repair, maintain or insure under these bylaws.

13. No person may tamper with, remove or in any way deface or alter the electrical services, safety equipment or lighting fixtures located in any common area, including parking and storage areas.

14. An owner, tenant, occupant or visitor must not shake, drop, throw, hang or suspend anything from windows, doors, decks, railings or any portion of common areas, or exclusive use areas except as specifically permitted under these bylaws.

15. Nothing may be left or stored within common areas which has not been designated as exclusive use areas except at the direction of, or with the prior written permission of the Board of Directors or as expressly permitted in the bylaws. The Board of Directors may remove any item improperly left on common areas, and may in their sole discretion, based on the circumstances, condition of the item, apparent value of the item and context, arrange to have the removed item stored, discarded and/or otherwise disposed of at the expense of the owner.

16. Any outdoor barbecue, grill, smoker, fryer, burner warmer, heater or other outdoor cooking or heating appliance; and/or any candle, lamp, torch or lighting appliance using combustion as a light source (any of which shall be referred to as an “Appliance”), as well as propane, kerosene, oil, charcoal, wood, composite or similar fuels used in such Appliances; are not

permitted to be brought, kept or used within the bounds of the registration plan, except where permitted by law and only to the extent permitted by this bylaw. Only propane and electric Appliances are permitted, and only on the following conditions:

(1) The Appliance must be kept, operated, used, stored, maintained only as follows:

a. Appliances must be kept in good, clean, safe and operational condition, and well maintained in good repair according to a prudent maintenance schedule;
b. Appliances must be CSA tested and approved, and must comply with any specific CSA and Technical Safety BC requirements and specifications, and all Applicable Laws and bylaws;
c. Appliances must accord with all of the Appliance manufacturer's applicable recommendations and instructions;
d. Appliances must be under direct observation of the operator at all times while lit, in use or operation, and while hot;
e. Appliances must not be within one meter of any exterior wall or combustible surface while lit, during use or operation or while hot; or such greater distance as is prescribed by the Appliance manufacturer, or Applicable Law; and
f. No fueled propane Appliance or propane cylinder may be kept, stored or operated within 1 meter of a building opening or within 6 meters of any mechanical air intake. Propane and other fuels may not be stored indoors.

(2) No more than two such Appliances per unit are permitted.

(3) The Appliance may only be stored or used on an unenclosed balcony, patio or deck, along with no more than a single attached, currently certified, propane cylinder with a maximum 20 lb capacity and absent any rust, dents or damage.

(4) Notwithstanding any other provisions, only electric Appliances are permitted in enclosed or covered spaces.

(5) The unit owner is responsible to ensure that all smoke, exhaust and fumes are safely vented without entering the building, and the operator must make every reasonable effort to prevent risk or disturbance caused to other occupants by smoke or fumes arising from use of the Appliance for cooking; must extinguish the grill promptly when cooking is completed; and must not "cook-off" any food debris or grease.

(6) The following additional conditions are imposed:

a. Use of any wood, pellet, oil or charcoal burning Appliance on balconies, patios or in any area adjacent to combustible construction or combustible building cladding is prohibited. This includes scented oil burners, smudge burners, tiki torches, cast iron/clay or any other type of open bottom chimineas (regardless of size) as well as smokers or charcoal grills (including Big Green Egg style);

b. Any open flame propane or natural gas Appliance must be CSA listed for testing and approvals;

c. Any device must be used in accordance with that CSA listing with regards to separation distance from buildings or other hazards. For most Appliances, this requires a horizontal distance from the building and prohibits use on balconies or patios with overhanging building features; and

d. BBQ use must also conform to these requirements with adequate separation distance. Grills must be cleaned regularly to eliminate the smoking and potential for grease fires.

(7) For greater clarity, this bylaw applies broadly, and shall be interpreted to apply to similar items and devices.

17. Decks, patios and balconies may only be used to hold the following furnishings and personal property; and nothing else:

(1) A reasonable amount of well-maintained and properly placed outdoor furniture which does not occupy more than half of the available floor space;

(2) Up to two Appliances as described in the previous sub-section, plus related accessories;

(3) One small, lidded storage chest and fully enclosed contents;

(4) Up to four standing planters, each containing no more than twenty litres of soil and plant material; and

(5) A reasonable amount of personal property which is in present use by occupants or guests and is not stored there.

18. For greater clarity, decks, patios and balconies may not be used for storage of any property or other items which aren't intended to be used there, and the following items are specifically prohibited:

(1) Garbage, recycling, debris or unsightly and/or untidy objects or materials;

(2) Any bicycle or exercise equipment; and/or

(3) Additional shelves, storage sheds, boxes or bins not specified above.

19. Except by direction of the Board of Directors, no person may unreasonably obstruct any common property portion of the registration plan intended for passage of people or

vehicles. This bylaw shall not be interpreted to prevent a person from making lawful and reasonable use of exclusive use areas designated for the exclusive use of that person's unit.

20. An owner may not allow waste, refuse or debris to accumulate within their unit or exclusive use areas, nor shall any person deposit waste, refuse or debris on common areas, or exclusive use areas. Lawful, sanitary and timely disposal of household garbage, recycling and other refuse is the responsibility of each unit owner, tenant or occupant. Household garbage must be securely bagged and recycling materials placed in appropriate containers while being transported through common areas to be placed in the designated common garbage and recycling receptacles and/or left for curbside pickup. Broken glass from any source must be cleaned up immediately by the person responsible. Any other type of refuse must be removed from the property by the owner for timely and proper disposal.

21. No person may allow any item to enter the drainage or sewerage systems other than fluids and materials which each of those systems were specifically designed to handle. Without limiting the generality of the foregoing, no oil, grease, corrosive substance, expanding or absorbent material or other substance or object with the potential to cause a blockage or leak may be disposed into sink, tub or shower drains or flushed down toilets.

22. No commercial, professional or business activities are permitted within a residential unit or on common areas or exclusive use areas, except for activity within a unit which is consistent with and secondary to primarily residential use and which is lawful, not apparent from outside of the unit, and does not significantly increase liability or vehicle or pedestrian traffic within the Development. Nothing in this bylaw shall be construed to prevent the authorized rental of a unit, cleaning or other services provided to a unit owner or to the Homeowners Corporation, or activities which are normally incidental to typical residential use.

23. No laundry, clothes or linens shall be hung to air or dry out of doors and no clothesline or similar structure shall be erected or used within common areas, or exclusive use areas, or within a unit in a manner visible from outside of the unit.

24. The ARIA buildings are all NON-SMOKING buildings as determined by the board of directors. Smoking is only permitted in the designated smoking area - the designated Gazebo. Smoking is not permitted within any vehicle(s) owned or obtained by the Aria. For greater clarity, under this bylaw: (Approved at the AGM of June 3, 2026)

(1) Smoking means:

i. consumption of tobacco, marijuana or any other substance by smoke or vapor inhalation, or similar form of consumption; but not including consumption of prescription or over-the-counter pharmaceuticals by inhaler or similar mechanism,

and/or

ii. combustion, spray or vaporization while avoiding inhalation, in a manner which would constitute a breach of this bylaw if inhaled.

(2) Nothing in this bylaw shall be interpreted as permitting an owner to cause a nuisance, disturbance or noxious odor by conduct which is not specifically prohibited in this bylaw and which otherwise constitutes a bylaw contravention.

(3) Nothing in this bylaw shall be interpreted as prohibiting conventional, commercially available pharmaceuticals which are prescribed or available over the counter and are administered by inhaler or spray.

25. Butts, remnants, residue, ashes, contaminated water and other debris, paraphernalia or by products associated with smoking must not be deposited within common areas or exclusive use areas and must not be kept or disposed of in any way which causes a hazard, nuisance or disturbance.

26. Marijuana cultivation and/or production within a condominium development is understood to have the potential to cause disturbing odors, mould proliferation and/or other risks and insurability concerns. Therefore, cultivation (growing) of marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the registration plan; except that legally permissible, small scale preparation of marijuana for personal use or consumption which does not include cultivation and complies with the bylaws is permitted, provided that preparation does not cause damage to property, insurable risk or any disturbance whatsoever. It is the responsibility of the residents to ensure that such issues are strictly avoided. Notwithstanding the foregoing or any other bylaw or rule of the Homeowners Corporation and despite any legalization or decriminalization; no marijuana plants may be cultivated or grown within the registration plan.

27. Occupants must not cause or permit unreasonable detectable cooking odors or smoke of any kind to emanate from their units or other portions of the property in a manner which interferes with the peaceful enjoyment of the property by others, and no person may allow smoke to disturb other occupants, including but not limited to smoke from smoking any substance, use of incense, candles or sage, or from unreasonable use of indoor or outdoor cooking appliances.

28. Skateboards, in-line skates, roller skates, bicycles, scooters and similar conveyances are not permitted to be used within the building or on the common property, including limited common property, excepting only a clean and safely operational mobility device for the use of a person with a physical disability which restricts their mobility and which has been approved for use by the Board of Directors.

29. Bicycles may only be ridden on those parts of the common areas designated for vehicular

traffic, and only for the purpose of exiting and entering the registration plan. Bicycles must be operated in a responsible manner and users must adhere to posted speed limits.

Division 4. Safety and Security

30. No person may prop or hold open common exterior doors or fire doors for any reason, except when in use and being directly and visibly monitored in person. Reasonable efforts must be made to deter unauthorized access to the building.

31. A maximum of four access fobs only can be purchased and assigned to each unit's owners and occupants to gain access to the building and garage. Access fobs which are lost, damaged, or retained by a former occupant or emergency contact must be reported by the owner or occupant to the Board of Directors forthwith, and the cost of replacement for lost or damaged fobs is the responsibility of the owner. The Board of Directors may authorize additional fobs only if an owner confirms that all four issued fobs are accounted for and in authorized use, and if the owner applies for each an additional fob with a satisfactory explanation of the need and agrees to reasonable conditions imposed by the Board of Directors. (Approved at the AGM of July 6, 2023)

32. All reasonable precautions must be taken when exiting or entering the parkade to prevent unauthorized entry by others. When entering or leaving the parkade, owners, tenants, occupants and visitors must ensure that the overhead door or any other entry door is closed before leaving sight of the door.

33. The Homeowners Corporation shall form a security committee to provide guidelines for the security of the residents and to establish resident-based voluntary crime prevention programs such as Block Watch. Any emergency or suspicious or criminal activities within or adjacent to the Development should be reported first to the RCMP or other emergency responder where appropriate and to the Homeowners Corporation and the ARIA Block Watch Team.

34. No person may create an unlawful or unsafe obstruction to hallways, stairways, elevators, emergency exits or other emergency routes.

35. In the event of any pest infestation found to exist within a unit or its exclusive use area, the owners and residents of that unit must:

    (1) Immediately notify the Board of Directors of the pest infestation;

    (2) Engage a professional pest control company at their own expense to take prompt and effective steps to eliminate the infestation, control re-infestation, and prevent

spread of the pest to common areas or other units; and

(3) Permit the Board of Directors to inspect and re-inspect the unit to confirm that the pest infestation has been eliminated.

36. Nothing may be used, stored, placed or kept within a unit or on common areas, or exclusive use areas, in such a manner that it creates a fire hazard, an unreasonable risk of injury or damage to property, or interferes with coverage by any insurance policy held by the Homeowners Corporation.

37. Each owner is responsible to ensure that their unit is at all times outfitted with a properly functioning, CSA approved smoke detector with an audible alarm. Owners must test, maintain and replace smoke detectors in accordance with the manufacturer's recommendations.

38. The Homeowners Corporation may conduct periodic testing of smoke detectors. Owners who do not provide access to their unit when the periodic inspection and testing is scheduled may be required to reimburse the Homeowners Corporation for any re inspection costs.

39. An owner, tenant or occupant shall not disable, disconnect, cover or otherwise interfere with fire detection or suppression equipment or alarm systems which were part of the initial construction, or which are located within common areas or exclusive use areas. Any modification or replacement of such equipment or systems must be conducted as part of an approved alteration.

40. Each owner is responsible to ensure that their unit is at all times outfitted with a properly maintained and functional 5 pound, ABC class, steel head fire extinguisher which must be tested, recharged and replaced in accordance with the manufacturer's recommendations.

41. The sublessee acknowledges that the Development and Leased Premises are adjacent to Two Eagles Golf Course (the "Golf Course") and that there is an inherent danger to property and persons by virtue of errant golf balls, which requires personal attentiveness. The Homeowners Corporation including their directors, officers, agents, servants, employees, successors and assigns shall not be responsible in any way for any injury suffered or sustained by the Sublessee, or any family member, guest, tenant, contractor, agent or invitee of the Sublessee, and must not be held responsible for any such damage, loss or injury as a result of being struck by a golf ball or other inherent risks of adjacency to a golf course.

Division 5. Access to Units and Exclusive Use Areas

42. Permit Entry to Unit

(1) An owner, tenant, occupant or visitor must allow a contractor, director, agent or other person authorized by the Homeowners Corporation to enter the unit and/or exclusive use areas:

a. Without notice if the unit or exclusive use area is open and/or unsecured, for routine or scheduled exterior work
b. In an emergency, without notice, to ensure safety or prevent significant loss or damage;
c. At a reasonable time, on forty-eight hours' written notice, to inspect, repair or maintain common areas, exclusive use areas, common assets and any portions of a unit that are the responsibility of the Homeowners Corporation to repair, maintain or insure under these bylaws;
d. At a reasonable time, on seven days' written notice to investigate a complaint of a serious and ongoing bylaw infraction or to remedy a serious and ongoing bylaw contravention; and
e. In accordance with a schedule published with minutes of a Board of Directors meeting for the purpose of coordinating repair and/or maintenance projects requiring access to multiple units and/or areas of exclusive use areas.

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

43. Owners are responsible to ensure that access can be obtained to their unit in an emergency, by providing the Homeowners Corporation with reliable and current contact information of a person who can arrange prompt access to the unit.

44. Where a person must allow a person to access the unit and unreasonably fails to do so or obstructs such access; that person is responsible for any expenses or additional costs charged to the Homeowners Corporation as a result of delayed, obstructed or prevented access.

45. In the event of an emergency emanating from a unit whose owner, tenant or occupant cannot be contacted and to which access cannot otherwise be gained, in order to prevent significant damage or ensure safety, access may be gained by a person authorized by any Board of Directors member, without notice. Access pursuant to this section may be facilitated by a locksmith or by forcing a lock depending upon the urgency of the circumstances. It shall be the responsibility of the Homeowners Corporation to resecure the unit and pay for any necessary repairs resulting from the forced entry, except that the owner shall be responsible for those costs if the owner has failed to provide the necessary current means for prompt emergency access required in this Division.

Part 4. Conveyance and Occupancy

Division 1. Conveyance of a Unit

46. When undertaking to sub assign or convey interests in a unit, the Owner must promptly inform prospective new owners of:
    (1) Any updated or supplemental information from the Board of Directors in relation to Forms, Minutes or other notices provided by the Homeowners Corporation;

    (2) Any agreements between the Homeowners Corporation and any current or prior owner of the unit; and/or

    (3) Any orders, reports, notices and/or correspondence pertaining to unresolved arrears or claims relating to the unit; or the condition or use of the unit.

47. When agreeing to obtain a unit, or becoming an Owner, a person must make reasonable inquiries into any obligations prior owners have accepted in relation to the property, and endorse their agreement to accept outstanding or ongoing obligations.

48. Owners must notify the Board of Directors immediately of any change of interests or of any mortgage or other financial dealings in connection with their unit and obtain written confirmation from the Homeowners Corporation prior to the sub assignment or transfer of interests in their unit confirming that no amounts are owing by them to the Homeowners Corporation in respect of their unit.

Division 2. Rentals

49. Any owner who grants a tenancy, sublicense or license of occupation for their unit must comply with all applicable restrictions and laws, including but not limited to compliance with these bylaws as well as all legal requirements including applicable WFN zoning or rental bylaws, and business permit requirements. Any breach of applicable WFN laws by an owner renting their unit shall constitute a breach of these bylaws as well. Owners are responsible to ensure that terms of any tenancy or license agreement do not cause or compel the unit owner, tenant or licensee to breach these bylaws or any other legal requirements.

50. Provisions related to Short Term Rentals and Short-Term Accommodation

    a. No temporary or short-term accommodation by license of occupation, vacation rental, house exchange or other grant of occupancy of a residential unit (or portion thereof) is permitted in exchange for valuable consideration; other than a compliant residential rental contemplated by the Residential Tenancy Act and/or a roommate who shares expenses with the primary occupant. Nothing in this provision shall be interpreted to prohibit a live-in caregiver, a room-mate who occupies a unit with the owner on a cost sharing basis, or any form of accommodation by a guest who does not provide valuable consideration.

b. For conventional rentals and tenancies, no rental for a term of less than six months is permitted.

c. Every owner must advise the Homeowners Corporation immediately if a residential tenancy of their unit is terminated prior to the specified minimum six month term. In circumstances where an owner provides reasonable notice to the Homeowners Corporation of early termination of a tenancy prior to the expiration of the specified minimum term; and provides the Homeowners Corporation with a copy of the tenancy agreement showing that there was a reasonable effort to comply with this; and where the Homeowners Corporation is satisfied that the owner intended to comply with the bylaw; the Homeowners Corporation may provide a warning or time to comply with the bylaw and is not obligated to take further steps to enforce this bylaw in that circumstance. This provision shall not be interpreted to limit the ability of the Homeowners Corporation to determine the appropriate resolution of any bylaw complaint under the full context and circumstances, with reference to the full range of enforcement options contemplated by the bylaws or any Applicable Laws.

d. In addition to assessing fines for contravention of a bylaw the Board of Directors may take all necessary steps to terminate an unlawful occupancy or license, including, but not limited to seeking a declaration of a Court or Tribunal, or injunctive relief to enforce the bylaw. Any legal costs incurred by the Homeowners Corporation in enforcing the rental restriction shall be the responsibility of the contravening owner and shall be recoverable from the owner on a "solicitor and own client" basis by the Homeowners Corporation.

51. Prior to occupancy or possession of a unit by an owner or tenant, the owner of the unit must deliver to the tenant the current bylaws of the Homeowners Corporation.

Division 3. Occupancy

52. Age Restriction

(1) The age of occupants is not restricted.

53. Number of Occupants

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

Division 4. Moving and Changes of Occupancy

54. Fees for Move in or Move out

(1) All moves regardless of being on the ground floor (in or out) must be authorized using the appropriate form on the ARIA website no less than two days prior to the move. Any unauthorized moves/use of the elevator will result in a $200 fine in addition to the $200 fee for move in/move out. (Approved at the AGM of June 3, 2026)

a. An additional fee of $40.00 per hour or part thereof will be charged for any move that exceeds four hours;
b. An additional fee of $75.00 is to be paid for each additional day of moving after the first day; and
c. An additional fee of $75.00 is to be paid for moves occurring on Sundays and/or Holidays.

It is the responsibility of the owner of the unit to pay the applicable user fees. The user fees do not entitle the user to cause damage, or require cleaning, and does not limit any claim by the Homeowners Corporation for work arising from neglect or misuse. Each owner is responsible for the cost of remedying damage caused by a move.

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

a. The user must notify the Homeowners Corporation no less than two business days prior to the use and pay the user fees at that time;
b. If multiple moves are scheduled for the same date and time, the Homeowners Corporation reserves the right to limit the number of moves taking place on any given day based on reasonableness and/or practicality – in which case the most recent user providing notice of a move may be required by the Board of Directors to accept a different date or time slot, or to give priority to the user who provided notice earlier and wait on stand-by until that move is completed. In such a case, the Homeowners Corporation is not responsible for any additional moving, storage or live-out costs;
c. The elevator service key must be used for moves to floors above the first floor. There is an additional $50 user fee for the use of the elevator key, however that $50 user fee is refundable upon return of the elevator key;
d. *See 54 (1) re fee if this is not followed.*Elevator doors may not be kept open, except with the use of the elevator service key; (Approved at the AGM of June 3, 2026)
e. The use of elevator pads and drop cloths is required;
f. Other residents must be extended priority of use of common property, including the elevator;
g. The use is restricted to the hours of 8:00 a.m. to 6:00 p.m., except Sundays and Holidays when use shall be restricted to the hours of 8:00 a.m. to 4:00 p.m.;
h. The user is responsible to arrange the use of adequate care as well as protective drop cloths and padding to prevent any damage to the common

property;

i. Access doors to the building exterior must be supervised during use, and must not be propped open;

j. Items in transit between the building exterior and a unit must not impede passage into or through the common property, or cause any risk to safety;

k. The common property must be left clean and clear, and any interior common property used for this purpose must be vacuumed after use, and on a daily basis if use is ongoing;

Division 5. Inform Homeowners Corporation of Contact Information 55.

Inform Homeowners Corporation

(1) Within two weeks of becoming an owner or tenant, that person must inform the Homeowners Corporation in writing of:

a. Their full legal name;
b. Their unit number;
c. Their current telephone number;
d. The current mailing address at which they wish to receive notices, if different from the unit mailing address;
e. Their email address;
f. Alternate emergency contact information; and
g. In the case of a person becoming an owner, the person must include a copy of such documents which confirm that the person is an owner as defined in these bylaws.

(2) Owners and tenants must promptly advise the Homeowners Corporation in writing of any legal change to their name, changes to previously provided contact information, and any change to the current emergency contact information.

Part 5. Pets and Animals

Division 1. Pets

56. Pets

(1) No person may have any pet or other live animal within a unit, on common areas, exclusive use areas, or on land that is a common asset; other than as permitted in up to two of the following categories:

a. Up to two tanks of up to thirty gallons total capacity containing plants, fish and/or other small aquarium animals, excluding venomous animals;

b. Up to four small caged mammals, excluding rats or mice;
c. Up to two caged birds of a type which does not cause unreasonable noise; d. No more than **two** domestic animals by example **one** dog or **one** cat or **two** cats or **two** dogs but not more than **two** domestic animals.

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

(2) Notwithstanding the foregoing, any dog which has ever attacked a human being or another animal without provocation, or any dog which is identifiable as being entirely or partly composed of a breed including “American Pit Bull Terrier”, “Staffordshire Bull Terrier”, “American Staffordshire Terrier”, any “Bull Dog”, or “Rottweiler” is not permitted.

(3) Dogs occupying or visiting the Development or registration plan must not be larger than 18” in height at the shoulder when standing on four legs or weigh in excess of 30 lbs, except a resident shall be deemed to comply with this bylaw if the resident obtains a juvenile dog which unexpectedly exceeds that height and/or weight restriction at adulthood.

(4) A pet which was exempted from previous pet bylaws and which lawfully occupied the unit in compliance with the applicable bylaws at the time, does not breach bylaws 56(2) and (3) by occupying the unit. However, any such pet is required to be kept in compliance with the remaining subsections of this bylaw. Exempted dogs must be registered with the Board of Directors with the dog’s name, a photograph of the dog, the unit number it occupies, the year the dog first occupied the Development, and such other documentation as the Board of Directors may reasonably require.

(5) An animal which is otherwise permitted within the bounds of the registration plan is only allowed on common areas, or exclusive use areas, under the supervision and control of a responsible person and subject to the following conditions:

a. The responsible person must be an adult or a resident child twelve years of age or older who has satisfied an adult owner or tenant (and the animal’s owner, if different) that they can fully control the animal - in which case the adult in question is jointly and severally responsible for the conduct of the animal;
b. The animal must be controlled and must be securely harnessed, hand leashed or properly secured while being carried or transported within an appropriate container. The animal must not be left unattended;
c. The responsible person must ensure that the animal doesn’t relieve itself within, or otherwise soil common areas; and that any accidental soiling and/or damage caused to common areas or exclusive use areas, by the

animal are promptly cleaned and disposed of in a sanitary manner and remediated at the resident’s or owner’s expense. This shall include an obligation to take steps to prevent pet urine from killing grass by prompt application of diluting water, or by reimbursement of any Homeowners Corporation expenses relating to remediating resulting damage;

d. The responsible person must ensure that the animal does not create a nuisance or disturbance;

e. The responsible person must ensure that the animal does not enter uninvited within a unit or the exclusive use areas of another owner; f. The animal must not be allowed to behave aggressively or to come into physical contact with any person without a specific invited interaction initiated by that person; and

g. Dogs must be trained and kept to the highest standards of conduct in relation to barking and interactions with any person who may be nervous of dogs or allergic to them.

(6) For greater clarity, cats must not be let outdoors unless properly leashed or secured as described above.

(7) Owners are responsible for all costs to repair any damage to the common areas or exclusive use areas caused by their resident and/or visiting pets.

(8) Without limiting the generality of the noise restriction bylaws herein, owners must not permit their dog to bark to an extent that unreasonably interferes with the peace and enjoyment of other residents.

(9) It is the responsibility of each unit owner to ensure that the pets belonging to or under the control of the owner or their co-occupants, tenants, agents, invitees, guests and/or visitors shall not cause a nuisance, damage to any unit, common areas, exclusive use areas, or personal property, injury or death to any person, or any liability whatsoever for the Homeowners Corporation. The unit owner must fully indemnify the Homeowners Corporation for any liability incurred as a result of the pet’s presence within the bounds of the registration plan, including the Homeowners Corporation’s legal costs on a "solicitor and own client" basis.

(10) If the Board of Directors receives a complaint about a pet posing a risk to person or property, causing a nuisance, or unreasonably interfering with any person’s right to use or enjoy portions of the registration plan, a bylaw enforcement hearing will be held. At the end of the hearing, the Board of Directors may take no action, fine the owner, require the person to pay the costs of remedying the contravention, and/or, if authorized by the bylaws in the manner set out below, order the removal of the pet from the unit in which case the owner, tenant or occupant must promptly and permanently remove the pet from the registration plan.

(11) In order for the Board of Directors to order the removal of a permitted pet from the

registration plan, the Board of Directors must conclude that a bylaw contravention relating to the pet has occurred, less dramatic steps have no reasonable prospect under the circumstances of resolving the bylaw contraventions, and any one or more of the following circumstances apply:

a. The Board of Directors concludes that the bylaw contravention relating to the pet is serious, poses a risk to person or property, and/or creates a real and significant risk of liability for the Homeowners Corporation;
b. The Board of Directors concludes that the pet owner has clearly displayed or expressed an inability or unwillingness to prevent further breaches of the bylaws in relation to the pet; and/or
c. The same or equivalent breaches of bylaws have occurred in relation to the same pet or a similar pet owned or controlled by the same person in at least two separate prior findings of a bylaw contravention.

(12) Before acting on any order to remove a permitted pet, the Board of Directors must make reasonable efforts to notify the unit owner and tenant (if any), as well as the owner of the pet (if a different person) about the outcome of the hearing in writing, and offer the recipients of notice an opportunity to request in writing a further hearing before the Board of Directors, at which hearing the Board of Directors may in appropriate circumstances decide to:

a. Continue with reasonable efforts to enforce the order;
b. Provide an extension of time to comply with the order; or
c. Rescind or modify the order, either with or without conditions.

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

(14) Pets brought or kept within the bounds of the registration plan must be licensed if and as required by law for the animal in question; kept in accordance with any applicable municipal or regional district requirements as amended from time to time; must not be neglected or mistreated; and must be kept in reasonably good health, including being provided timely vaccinations if and as recommended by a veterinarian or as required by law. Allergens such as fur and dander must be controlled by regularly grooming the animal.

(15) This bylaw shall not apply to restrict the presence of a currently certified guide dog or service dog or a retired guide dog or service dog where a person who is a member of the team is an owner, tenant or occupant. Anyone claiming an

exemption on this basis must first provide comprehensive information to Board of Directors confirming the certification as well as identifying details of the guide dog or service dog.

(16) Nothing in this bylaw shall prevent the Board of Directors from granting an exemption to an applicant owner or resident for the purpose of keeping a properly trained animal which is prescribed by a physician in writing to assist an owner or resident with a disability. Such an animal and its owner must comply with the provisions of the bylaws, except to the minimum extent that the animal and owner need to be exempted to enable the animal to assist the owner or resident as directed by the physician. Before relying on this exemption, the owner or resident claiming an exemption must provide comprehensive information to Board of Directors including full information regarding the disability and the physician's written confirmation as described above and receive the Board of Directors written approval of the exemption.

Part 6. Common Facilities

Division 1. Vehicles, Roads and Parking

57. Vehicles and Roads Generally

(1) Owners, tenants, occupants and visitors may only drive and park vehicles within the bounds of the registration plan in compliance with the provisions of the bylaws.

(2) No vehicle may enter, traverse or park upon any part of common areas not paved or specifically designated for the purpose. Parking on roadways and/or in the cul de-sacs is strictly prohibited.

(3) All vehicles within the bounds of the registration plan must be properly licensed and insured for travel on public roads, or if stored in a manner permitted by the bylaws, insured for storage with at least $2,000,000 of third party liability coverage. Stored vehicles must be maintained in condition which does not cause damage to property, create increased fire risk or any other hazard. Proof of insurance must be provided on request of the Board of Directors.

(4) Driving and/or parking within the bounds of the registration plan must not:

a. Violate the laws of British Columbia with respect to public roads;
b. Exceed twenty kilometres per hour;
c. Impede the flow of traffic or access by emergency vehicles;
d. Obstruct walkways, common areas or municipal roads, fire lanes, gates, garages, driveways, common garbage or recycling bins, or parking assigned

to other units, except as specifically permitted by the bylaws or authorized by the Board of Directors in writing; or

e. Cause a hazard to persons or property.

(5) Vehicles within the registration plan must not be permitted to leak fluids such as fuel, oil or antifreeze, sustain flat tires, be a long term storage location for vehicles (longer than 6 months without Board approval), appear abandoned, or produce unreasonable exhaust smoke or pollution. Due to the high risk of damage to the membrane and concrete surface of the underground parking garage, vehicles equipped with studded tires are prohibited from entering or parking in the underground parkade at any time. Any owner, tenant, or visitor who causes damage to the parkade membrane or surface coating due to studded tires will be held solely responsible for the full cost of repairs, including professional repairs to the waterproof membrane. (A*pproved at the AGM June 3, 2026)*

(6) Owners, tenants, occupants and visitors may not idle or continuously run an engine within the registration plan to keep vehicle noise at a minimum and to ensure that noticeable or hazardous exhaust fumes do not accumulate. Gasoline powered vehicles can be idled during vehicle snow and ice clearing. Diesel powered vehicles must be cleared of snow and ice before the vehicle is started.

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

(8) All authorized vehicle parking and operation within the bounds of the registration plan is subject to the condition that the Homeowners Corporation may arrange to tow and store a vehicle located within the bounds of the registration plan, at the direction of any Board of Directors member or the licensed manager, under any of the following circumstances and subject to the stated conditions:

a. At the expense of the vehicle owner; if the vehicle is parked outside of a designated parking area, in a parking area in which the vehicle owner is not authorized to park, or in apparent contravention of the bylaws:

i. Immediately, if the immediate removal of the vehicle is required to restore access to public roads, any unit or any portion of the common areas including other parking spaces or areas, or to ensure safety or prevent significant loss or damage; or

ii. After a minimum of twenty four hours' notice to the vehicle owner and posted on the vehicle indicating that the vehicle is parked improperly and/or in apparent contravention of the bylaws.

b. At the expense of the Homeowners Corporation, if the vehicle is properly parked in accordance with the bylaws; but the vehicle must be moved to ensure safety or prevent injury or significant loss or damage to property.

Where a vehicle is towed at the expense of the vehicle owner, the vehicle owner, and the owner of the units of which the vehicle owner is an occupant, guest or invitee, must indemnify the Homeowners Corporation against all costs incurred by the Homeowners Corporation, including towing and vehicle storage costs, legal expenses, as between a solicitor and his own client, and any other reasonable costs.

58. Oversized and Prohibited Vehicles

(1) Notwithstanding any other provision of this bylaw, prohibited vehicles may not be parked within the bounds of the registration plan without prior written permission of the Board of Directors which shall only be granted on a temporary basis and may be granted on conditions. Prohibited vehicles are defined to include:

a. Oversized Vehicles with a gross vehicle weight in excess of 3856 Kilograms, or with a width in excess of two meters;
b. Any vehicle connected to a trailer or other vehicle of any description; and c. Recreational Vehicles, Moving Vans and Trucks, Service Vehicles, Construction Vehicles, Trailers, and/or Vehicles licensed as Commercial Vehicles.

(2) The Board of Directors may provide written permission for an oversized delivery vehicle, moving vehicle, service vehicle or recreational vehicle to temporarily stop on a common area lane for the purpose of loading, unloading or providing service to a unit or common areas, provided that the vehicle does not obstruct access or traffic, and provided that the vehicle is attended by a driver at all times.

(3) For clarity and notwithstanding any bylaw provision to the contrary, emergency responders and their vehicles coming on to the property as required to attend to an emergency are not required to comply with the bylaws.

59. Parking Assignments

(1) The Board of Directors shall maintain a parking register and assigns one parking space to each unit from the available parking spaces and may designate additional available parking spaces as visitor parking, or rent additional parking to owners as extra parking spaces.

(2) No one assigned a parking space may rent, lease, trade, gift or otherwise sub-assign

parking without permission of the Board of Directors, and parking must not be reassigned to non-residents under any circumstances except that the Board of Directors may assign an extra parking space to a contractor engaged by the Homeowners Corporation doing work within the Development. The Board of Directors prior written approval must be obtained in advance for any parking reassignments or trades between owners or residents.

(3) If parking passes are implemented by the Board of Directors, all resident vehicles must prominently display a parking pass issued by the Homeowners Corporation.

(4) Owners and residents must park only within the parking stall(s) designated as exclusive use areas for the benefit of their units.

(5) Designated parking areas within common areas may only be used for the parking of passenger vehicles, and may not be used for the storage of any other items. Bicycles are allowed in the parking garages as long as they are secured without causing damage to property and do not impede the flow of traffic throughout the parking garage. No major mechanical repairs, adjustments or servicing of motor vehicles may be performed within the bounds of the registration plan. Motor vehicles must be maintained in such a manner that they do not leak fluids. Any spill or leak must be cleaned up by the owner of the vehicle immediately.

(6) Visitors' Vehicles:

a. Visitors' vehicles must be parked in a designated visitor parking area (if any), and otherwise must park outside the bounds of the registration plan;

b. All visitors' vehicles must prominently display a visitor parking pass;

c. It is the responsibility of owners, tenants and occupants to ensure that any visitor vehicle parked in visitor parking displays a valid visitor parking pass. A visitor parking pass permits a maximum of 48 consecutive hours of parking. Visitor parking is intended for short-term guest use only and may not be used for resident or long-term parking. If more that 48 hours is required the resident of the unit must request an extended 5 day parking pass from the Homeowners Corporation. Under extenuating circumstances parking beyond 5 days is granted only at the discretion of the Homeowners Corporation. Failure to display a valid parking pass in a vehicle parked in visitor parking will result in the vehicle being towed, and;

d. Residents must not park in visitor parking spaces without written permission of the Homeowners Corporation at any time for any reason.

Division 2. Storage Facilities

60. Assignment of Storage Facilities

(1) Each unit is assigned one storage locker for their exclusive use. The Board of Directors shall maintain a storage register and assigns one storage locker to each unit from the available lockers and may designate additional available lockers for maintenance use or assign them to owners as extra storage lockers.

(2) No one assigned a storage locker may rent, lease, trade, gift or otherwise sub-assign their locker without permission of the Board of Directors, and lockers must not be reassigned to non-residents, except that the Board of Directors may assign an extra locker to a contractor engaged by the Homeowners Corporation doing work within the Development. The Board of Directors prior written approval must be obtained in advance for any locker reassignments or trades between owners or residents.

(3) Storage of property is at the sole risk of the user and security of items is at the individual owner's discretion and under their own risk and liability. Unit owners, tenants, occupants and users of the storage lockers are jointly and severally responsible for the safety of property they store on common property, and any damage or liability to or arising from such storage.

(4) The Homeowners Corporation reserves the right to change, re-assign, and/or terminate any storage locker assignment to make more efficient use of the space or if necessary, to repair and maintain the common property, comply with any legal duty or ensure the safety of persons or property.

61. Storage Restrictions

(1) Detached tires, and containers of fuel, paints, volatile chemicals, pressurized materials and/or accelerants may not be stored in parking areas, storage lockers, storage sheds, or anywhere within the bounds of the registration plan which is not specifically designated for that purpose; except that ordinary household items may be stored within a storage locker or unit in a safe and lawful manner which does not otherwise breach these bylaws. Bicycles and vehicles only may be stored in parking areas.

Part 7. <u>Repair, Maintenance and Alterations</u>

Division 1. Repair and Maintenance

62. Repair and Maintenance of Property by Owner

(1) An owner must repair and maintain the owner's unit, except for repair and maintenance that is the responsibility of the Homeowners Corporation under these bylaws.

(2) Every owner is responsible to arrange adequate inspection and maintenance of the unit to identify and resolve emerging issues and ensure that damage does not result to any unit or to the common areas or exclusive use areas, from a source or cause originating within the unit.

(3) If a unit is left vacant, unoccupied or unattended, this obligation shall also include adequate frequency of inspection to ensure that any issue which would be identified with a regularly occupied unit isn't missed. If specified, owners must inspect their unit with a frequency which satisfies all expressed requirements of their insurer and the Homeowners Corporation's insurer in order to maintain unimpeded insurance coverage.

(4) An owner who has the use of exclusive use areas must repair and maintain those exclusive use areas, including horizontal and vertical surfaces contained therein, except for repair and maintenance that is the responsibility of the Homeowners Corporation under these bylaws.

(5) For greater clarity and notwithstanding any other provision of the bylaws, owners are responsible for routine cleaning, safe snow clearing and routine maintenance of decks, as well as routine cleaning and maintenance of the inside surface of railings and exterior doors and windows of their unit.

(6) Owners of units which have associated alterations to common areas or exclusive use areas, or property placed or installed within the bounds of the common areas or exclusive use areas are responsible to repair, maintain, remove and/or replace such alterations or property as may be required, unless the Homeowners Corporation has expressly permitted the alteration as a fixture to common areas or exclusive use areas and therewith expressly agreed to take responsibility for the repair and maintenance thereof.

(7) Owners of units must promptly carry out all work that may be ordered by any competent public or local authority in respect of their unit.

63. Repair and Maintenance of Property by Homeowners Corporation

(1) The Homeowners Corporation must control, manage, administer, upkeep, repair and maintain all of the following:

a. Common assets of the Homeowners Corporation;
b. Common areas that have not been designated as exclusive use areas including lawns, gardens and parking areas;
c. Exclusive use areas, but the duty to repair and maintain it is restricted to:

i. Repair and maintenance that in the ordinary course of events occurs less often than once a year or which arose from a cause which is not related to the use of the exclusive use area by the occupants of the unit(s) assigned its exclusive use.

d. The following wherever they are located within the registration plan and no matter how often the repair or maintenance ordinarily occurs:

i. The structure of a building;
ii. The exterior cladding and building envelope;
iii. Portions of pipes, wiring, conduits, cables and other common services which pass through a unit but serve a different unit or serve more than one unit;
iv. Exterior vents, ducts, stairs, balconies and other things which transect, pass through or are attached to the exterior of a building; and
v. Doors, windows and skylights on the exterior of a building or that front on the common areas, not including routine cleaning of the interior surface of such fixtures.

This provision shall not bind the Homeowners Corporation to repair or maintain unapproved alterations, or alterations made by an owner which are the subject of an alterations agreement, in which case the alterations agreement shall govern responsibilities for repair and maintenance.

(2) The Homeowners Corporation must comply, observe and perform with the terms and conditions of the Sublease granted to them in respect of the common areas and common facilities of the Homeowners Corporation. No owner, tenant, occupant, visitor or other person associated with the Development may cause the Homeowners Corporation to breach any such legal restrictions or requirements.

(3) Nothing in the bylaws shall be interpreted to prevent the Homeowners Corporation from claiming or seeking any form of indemnification, damages, set-off or any other form of reimbursement, for the cost of repairing or maintaining any item for which an owner or any other party may be held responsible at law.

(4) If a unit is damaged for the purpose of enabling the Homeowners Corporation or its agents to access, inspect, repair or maintain common areas or otherwise do work which is the responsibility of the Homeowners Corporation pursuant to the bylaws; and the access is required from the unit; the Homeowners Corporation is responsible to remediate and restore the access point, subject to the following criteria:

a. The restoration of that access point shall be to a standard which reasonably resembles original construction, without any obligation to restore or remediate damage to subsequent improvements which have the effect of increasing the remediation cost; and

b. This obligation shall not apply to restoration of an access point which is related to damage which:

i. is or is to be the subject of an insurance claim or determination by formal adjudication,

ii. is subject to an agreement or binding order which varies from these conditions, and/or

iii. was caused by a third party responsible for that damage.

(5) The Homeowners Corporation may at the Board of Directors' option arrange emergency damage mitigation and restoration where damage has been sustained within a unit. The costs of gaining access to the unit, doing work and preventing further damage may be paid as a common cost of the Homeowners Corporation until such a time as the Board of Directors is able to determine whether the expense will be:

a. Covered by the Homeowners Corporation's insurance;
b. Treated as a common cost of the Homeowners Corporation;
c. Charged back to the owner of the damaged unit; or
d. Charged back to the unit where the source of the damage originated.

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

(6) Notwithstanding any part of these bylaws, the Homeowners Corporation does not guarantee uninterrupted access, use or enjoyment of any portion of the registration plan, and is not responsible for any reasonable interruption to access, use or enjoyment.

64. Resolving Disputes about Responsibility for Repairs or Maintenance

(1) If there is any ambiguity or dispute as to who is responsible to conduct specific repair or maintenance, the Homeowners Corporation may conduct necessary work to common areas, or an owner may conduct necessary work to their unit while reserving the right to dispute that allocation of responsibility, and without prejudice to any finding or determination thereof.

Division 2. Affixing, Planting or Placing items within Common areas

65. Anything affixed to the exterior of a building, or to common areas or exclusive use areas constitutes an alteration, subject to the alteration bylaws herein; except for signage or decorative lights placed in strict accordance with these bylaws.

66. White Decorative lights, white string lighting, solar/laser lights and decorations are permitted within exclusive use areas throughout the year or in a unit such that they are displayed to the unit exterior including colour decorative lights/string lighting for ethnic holidays and cultural observances; only on the following conditions: (Approved at the AGM June 3, 2026)

(1) All such items must be reasonably subdued and maintained in safe and orderly condition.

(2) No moving or audible components are permitted.

(3) Any lighting elements must be turned off by 11:00 p.m. and remain off until 7:00 a.m. each day.

(4) Such items may only be attached temporarily using cable ties or similar removable materials, and may not be permanently affixed. No portion of the property may be damaged by placement or removal.

(5) Any such items must be removed or modified within twenty four hours of a request by the Board of Directors, if the Board of Directors finds that they have been placed in contravention of this bylaw.

67. Signs, notices, flags, placards, advertising and similar items may not be placed or displayed from within a unit or the common areas, or exclusive use areas without the prior written approval of the Board of Directors, except that the following signs are permitted without such approval:

(1) Election signs displayed from within a unit.

(2) Standard “For Sale”, “For Rent” and/or "Open House" signs related to an offering of a unit within the registration plan for sale or rent, only if displayed on the real estate notice board director or such other designated area. The Board of Directors may designate one or more areas for the display of such signs on common areas from time to time.

(3) Posted Building Permits, where required by local laws, for the duration of alterations which have been approved by the Homeowners Corporation or which do not require such approval.

(4) Signs posted at the direction of the Board of Directors.

Division 3. Alterations

68. An owner may from time to time, at their expense, paint and decorate the interior of the unit and make such changes, additions, alterations and improvements in and to the interior of the unit as will in the judgment of the owner better adapt the unit for the purpose of the owner, provided however that no structural changes, additions, alterations or improvements shall be made to the structure, load bearing walls, perimeter walls, exterior, roof or any other portion of the common areas or common facilities, without the prior written consent of the Homeowners Corporation.

69. Owners may not make alterations except as strictly permitted by article 17.1 of the Sublease, duplicated above. Where approval is required before altering a unit the owner must obtain the prior written approval of the Board of Directors, and for greater clarity: no unauthorized alteration to a unit that involves any of the following is permitted:

    a. Alterations beyond the midpoint of a wall, ceiling or floor which forms a boundary of the unit;
    b. The structure of a building, including exterior or interior load bearing walls;
    c. The exterior of a building, including, perimeter walls, or roof;
    d. Vents, ducts, balconies, exterior railing or other things attached to or passing through the exterior of a building;
    e. Doors, windows or skylights on the exterior of a building, or that front on the common areas;
    f. Any common areas or common facilities;
    g. Installation of any exterior elements for antennas, satellite dishes, and/or supplementary heating systems or air conditioning devices;
    h. Any increase or decrease to the habitable area of a unit; and/or
    i. Water or other utility or service shut-off or disruption impacting other units or requiring a permit from Technical Safety BC.

70. Restricted Alterations to Units

    (1) Owners, tenants and occupants must not install any window coverings visible from the exterior of the unit which are in a colour other than white or off-white, without the prior written permission of the Board of Directors. Improvised window coverings are not permitted.

    (2) The Board of Directors must approve the installation of privacy curtains on unit balconies. Privacy screens cannot be installed that interfere with the view of other residents. No free-standing privacy screens are allowed. Such installations are subject to the alterations bylaws herein.

    (3) Except for the replacement of wall to wall carpeting with wall to wall carpeting, the written approval of the Board of Directors must be obtained prior to the installation

of any other flooring material. Changes to flooring materials will be considered by the Board of Directors on the basis of whether, in the reasonable opinion of the Board of Directors, they will minimize the transmission of noise to other units in the building.

71. Where Approval is required before Altering Common Areas

(1) Unless otherwise specified in these bylaws, the written approval of the Board of Directors is required before anyone may make any alteration to common areas, or exclusive use areas, or common assets.

(2) Nothing whatsoever shall be hung, attached, affixed or placed outdoors or within common areas except as specifically permitted by these bylaws or as specified in prior written permission of the Board of Directors.

(3) For greater clarity, no heater, air conditioner, appliance, light fixture, shade, awning, canopy, screen, sunscreen, antennae, satellite dish, greenhouse, hot tub, smokestack, shed, locker, or enclosure, shall be hung, attached or placed on the common areas, or hung, attached or affixed on or within exclusive use areas. Any such placement, installation, attachment, affixation or hanging shall be deemed to be an alteration pursuant to these bylaws.

(4) No trees, hedges, shrubs or other plants may be planted on common areas, or exclusive use areas except with prior written permission of the Board of Directors. Plantings which interfere with lawn maintenance, snow clearing, traffic flow or the general aesthetics of the registration plan will not be permitted.

(5) No-one may damage, destroy, remove or otherwise interfere with the growth or maintenance of trees, shrubs, lawns or other plants situated on common areas, or exclusive use areas, except with the properly delegated authority of the Board of Directors, or with the prior written consent of the Board of Directors.

72. Approval of Alterations

(1) An owner seeking approval of any alteration to a unit or to common areas must provide the Board of Directors with comprehensive details of the proposed alteration. The owner must provide additional documentation requested by the Board of Directors including sketch plans, an engineering report, or such other documentation as may be reasonably required as determined by the Homeowners Corporation (the “Application Package”).

(2) The Board of Directors will indicate what additional materials are required. After doing so the Board of Directors will only provide a written response to the Application Package once all required and requested materials have been received

and reviewed. Failure to provide all required and requested materials will result in a denial of the application, although an owner may reapply with a complete Application Package.

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

(4) Approval by the Board of Directors does not imply or confer additional approvals required from the WFN or public authority, a party to the Headlease, Sublease or any other third party.

(5) No changes, modifications or amendments are permitted to be made to the plans, specifications or Application Package as approved without prior written consent of the Board of Directors.

(6) The owner is responsible to obtain any required municipal permits prior to commencing the work, and obtaining any such required permits is a condition of the approval of the Board of Directors. Copies of such permits must be provided to the Board of Directors within seven days of the permits being granted.

(7) The owner must ensure that work done complies with the current provisions of the British Columbia Building Code, municipal bylaws, WorkSafe regulations, Technical Safety BC regulations and other applicable legal requirements, as amended from time to time. Work must also conform to a professional standard, prudent industry standards and best practices. Where trades are used, they must have required credentials, coverages and a proven track record of work. Materials and components must be installed in accordance with the manufacturer's directions. The owner must ensure that designs, methods, standards, quality, workmanship and materials used are in keeping with the aesthetics of the Development in terms of design, quality, proportion, quantity, color etc. The Board of Directors may establish such criteria that are consistent with the existing design concept, appearance of the buildings and the natural environment.

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

a. The approval, installation, maintenance, repair, replacement and ultimate removal of the alterations, including clean-up costs;
b. Remedying the effects of rain and weathering, staining, and discoloration on the alterations and/or environmental damage or contamination;

c. Insuring the alterations;
d. Remedying any adverse effects on adjacent units, common areas, exclusive use areas or adjacent land parcels; and
e. Any liability arising from the installation, use, misuse, or any deficiency or neglect of the alteration, including the Homeowners Corporation's legal expenses on a "solicitor and own client" basis.

Such expenses are jointly and severally the responsibility of the current owner of the unit involved in the alteration at the time that the alteration is done, and the owner at the time that the expense or liability is incurred or paid.

(9) Owners who seek to undertake alterations in accordance with these bylaws may be required by the Board of Directors to sign an agreement setting out additional conditions of approval, and requiring the applicant to assume all responsibility for the full costs related to the alterations, including, but not limited to, resulting costs related to approval, installation, maintenance, repair, replacement, ultimate removal, insurance, damage and/or liability. If required by the Board of Directors, the agreement may be prepared by the Homeowners Corporation's solicitor at the expense of the owner. No work is to commence before an alterations agreement is submitted and approved by the Board of Directors.

(10) The Board of Directors may maintain, repair, or remove alterations to common areas or exclusive use areas if in the opinion of the Board of Directors:

a. Removal is necessary for necessary repairs or maintenance;
b. The alterations are not maintained or repaired;
c. The alterations are irredeemably damaged;
d. The alterations are causing unanticipated significant liability risk, significant damage to other property or a serious nuisance;
e. Deficiencies exist in the construction of the alteration;
f. The alteration was not made in strict accordance with the authorization provided by the Board of Directors; or
g. The alteration was not approved by the Board of Directors in accordance with the bylaws.

(11) Once a person becomes a new owner of a unit, the Board of Directors may require that the new owner sign any existing agreement in relation to alterations made to the unit, common areas and/or exclusive use areas, by a previous owner of that unit. If the new owner refuses to sign the agreement, the Board of Directors may require that the alteration be removed and the property restored to the condition it was in prior to the alteration, at the expense of the current owner(s) of that unit.

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

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

(14) The Board of Directors shall provide additional scrutiny and may require additional written assurances or oversight with respect to any alterations which involve building structure, building envelope, drainage, soil stability or slope of the property.

(15) The common areas and/or exclusive use areas may not be used to store construction materials or debris.

(16) The reasonable noise and disruption associated with working on approved alterations shall not be determined to be a contravention of these bylaws, provided that reasonable precautions are taken to minimize the noise and disruption, and provided that work which is likely to cause a disturbance is only conducted between 8:00 a.m. and 6:00 p.m., Monday through Friday inclusive. All alterations should be carried out with as little interference and disruption as possible to other residents.

(17) Electrical work involving electrical panels, installation or removal of conduits, switches or fixtures or any electrical connections must be conducted only by qualified electricians.

(18) Any plumbing connections to pipes, or installation, modification or removal of existing fixtures and/or drains must be conducted only by qualified plumbers.

(19) If an owner engages contractors, employees or workers of any kind to conduct or assist with any alteration, the owner must take all steps to ensure that all mandatory and optional WorkSafe coverage is in place, and to avoid and/or immediately discharge any work order, claim, judgment or lien within the registration plan as a result of the work conducted with respect to the alteration.

73. Prior Alterations

(1) If an alteration was made prior to the enactment of these bylaws with written proof that all required approval was obtained, or where no such approval was legally required at the time, then the current unit owner shall be permitted to retain the alteration, subject to the following conditions:

a. If the alterations create an unfair or undue maintenance obligation on the other owners, the Board of Directors may require that the owner of the unit associated with the alterations enter into an alteration agreement assigning that owner the obligation to pay for repair and maintenance of those alterations and indemnifying the Homeowners Corporation for claims and/or expenses arising from those alterations. If the owner refuses to accept responsibility on reasonable terms, then the Homeowners Corporation may require reversal of the alterations as set out in b. below; and/or

b. If alterations cause, contribute to or are likely to cause or contribute to undue expense to the Homeowners Corporation, or any unreasonable risk of damage to property, threat to safety, or liability risk, then the Homeowners Corporation may require that alterations be removed, and the property restored to the condition prior to the alterations; on terms which are reasonable given the conditions of approval (if any) and all of the circumstances.

(2) In circumstances where an owner or previous owner of a unit have made alterations to a unit, common areas (or exclusive use areas) without permission or approval which was required pursuant to the bylaws or general legal requirements at the time then:

a. All owners of any unit with alterations which would require approval under these bylaws, and which was never the subject of required permission or approval, must negotiate retroactive approval from the Board of Directors which includes a provision making the owner responsible for all expenses related to repair, maintenance, replacement and/or removal/restoration of the alterations and indemnifying the Homeowners Corporation for any claims and/or expenses arising from the alterations. The Board of Directors has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners;

b. Nothing in these bylaws shall prevent the Board of Directors from retroactively approving alterations in their sole discretion - after the alterations have been completed, subject to whatever conditions of approval are imposed by the Board of Directors; and

c. The Board of Directors shall not unreasonably refuse to approve alterations which have commonly been allowed in the bounds of the registration plan and which do not pose any undue risk of additional cost, maintenance concerns, threat to safety, or risk of liability; but the Board of Directors may require reasonable conditions of approval. The Board of Directors has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners.

(3) Unless approved retroactively, any alteration that required approval pursuant to the bylaws in force at the time and which have not received the required approval of

the Homeowners Corporation must be removed and the property restored to prior condition at the current owner's expense; if the Board of Directors orders that the alteration be removed.

(4) Notwithstanding any provision in these bylaws, if the Homeowners Corporation determines that a properly approved alteration creates undue risk or expense; on approval by ¾ vote resolution of the owners at an annual or special general meeting, the Homeowners Corporation may, provide 6 months' notice, revoking that approval and requiring that alterations be reversed at the expense of the Homeowners Corporation, and where warranted, may authorize reasonable compensation to the owner of the unit which received approval for that alteration.

Division 4. Golf Ball Strike Policy

(1) GOLF BALL STRIKE POLICY (January 2010)

Aria Apartment Homes are surrounded on ALL four sides by the Two Eagles Golf Course. Only the north side is not as subject to damage from golf ball strikes as the other three sides.

The Sub Lease between Aria Apartments Limited Partnership (the developer) and the Aria Apartments Homeowners Corporation (your Strata Corporation) strictly exempts liability to the West Bank First Nation, Aria Apartments Limited Partnership and Aria Apartments Homeowners Corporation from golf ball strikes to persons or property. Condominium owners are individually responsible for the cost of glass repair and clean up of broken glass.

The complete legal definition of liability and responsibility is located in the Sublease Section 20.3 Exclusion of Liability and Indemnity which is provided to all owners.

Golf ball strike glass repair and clean up policy

- Errantly hit golf balls are an occasional occurrence with some balls striking and breaking windows and glass deck panels.
- Aria Apartment Homeowners Corporation is not responsible for the repair or clean up of broken glass caused by golf ball strikes.
- Aria Apartment Homeowners Corporation is not responsible for personal injury caused by golf ball strikes.
- The golfer whose ball strikes persons or property is specifically liable for damage to persons or property caused by his/her golf ball. If the golfer is witnessed doing so it is recommended that the golfer be pursued for the cost of glass repair.
- Some suites are more susceptible from golf ball strikes and it is suggested that broken glass be replaced with tempered glass to minimize reoccurring breakage.
- Additionally, during golfing season, it is highly recommended that extreme care be taken by residents and visitors when visiting the south, east and west sides of the Aria property grounds situated adjacent to the golf course. Only the area behind the protective netting on the east side is partially protected from golf balls.
- Condominium owners must complete glass repair and clean up in a timely (two weeks from notification) manner. Glass breakage insurance is available at a reasonable cost from insurance companies

Part 8. <u>Insurance and Indemnity</u>

74. Insurance and Indemnity

(1) An owner is deemed to be responsible for any loss or damage caused to property, personal injury, death or any other loss or damage; where the original cause of any such loss or damage originated within the owner's unit or an occupant's vehicle or originated from personal property of the owner or occupant, or from fixtures or personal property located within the unit; to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.

(2) An owner is also deemed to be responsible for any loss or damage to property, personal injury, death or any other loss or damage; where the cause of any such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, employees, agents, visitors or invitees, and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.

(3) If any loss or damage deemed to be the responsibility of an owner under subsections (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the Homeowners Corporation; that owner is strictly liable to reimburse the Homeowners Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save harmless the Homeowners Corporation for these amounts.

(4) If any loss or damage deemed to be the responsibility of an owner under subsections (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the Homeowners Corporation; that owner is strictly liable and shall fully indemnify and save harmless the Homeowners Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Homeowners Corporation's responsibility to perform.

(5) If an owner is deemed or determined to be responsible for any expense, insurance deductible, any loss or damage to property, personal injury, death or any other loss or damage whatsoever pursuant to these bylaws, the owner must fully indemnify the Homeowners Corporation for all reasonable legal expenses incurred in relation to defending any related claim against the Homeowners Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a "solicitor and own client" basis, including legal fees, disbursements, expenses, taxes, filing

and/or Court fees, all on a full indemnity basis.

(6) Owners are responsible to ensure that their unit interior is maintained at a minimum temperature of ten degrees Celsius, year round. Any water pipe leak, burst or any other loss or damage whatsoever which the Board of Directors reasonably determines resulted from or is contributed to by an owner's failure to comply with this bylaw shall constitute loss or damage which is deemed to be the responsibility of that owner pursuant to these bylaws, whether the loss or damage occurs within that owner's unit, within adjacent common areas, exclusive use area or within an adjacent unit.

(7) In the event that a condition exists within a unit that presents a risk to health or property of an owner, tenant or other occupant; the Board of Directors may order that the unit be vacated, in which case no person may occupy the unit until the unit is restored to safe condition and the owner of the unit is responsible for any live out costs incurred until the unit is restored to safe condition.

(8) Nothing in these bylaws shall be interpreted to prevent the Homeowners Corporation or any person from fully availing themselves of the proceeds of an insurance policy.

(9) The Homeowners Corporation may claim against an owner to recover an insurance deductible or other damages. That claim may include (without limitation) a claim authorized by the terms of the Sublease, or circumstances where an owner is responsible for the loss or damage that gave rise to the claim by virtue of being the owner of a unit from which a water escape or other source of damage originated, or where a vehicle, guest, pet or incident associated with the unit were involved in, caused or resulted in the loss and associated deductible.

(10) The Board of Directors may obtain additional insurance for coverage of volunteers, for specific projects, or other circumstances, as required to protect the interests of the Homeowners Corporation.

(11) Owners intending to make an insurance claim against the Homeowners Corporation's insurance, or that may affect or result in a claim on the common insurance policy held by the Homeowners Corporation, must provide the Board of Directors with prior notice of that intention.

(12) Each owner must maintain insurance as follows:

a. Insurance over their unit, including contents and all insurable improvements to replacement value against fire and other perils included as standard in residential all-risks coverage;

b. Third party liability insurance in relation to their unit in the minimum amount of two million dollars as specified in their Sublease; and

c. Loss limit and deductible coverage to the current Homeowners Corporation's deductible amount.

75. Insurability

(1) No person may produce, store or use any item or substance within the bounds of the registration plan which increase insurance rates of the Homeowners Corporation, jeopardize insurance coverage of the Homeowners Corporation or increase the difficulty in finding an insurer willing to insure the registration plan, encourage break and entry, discourage emergency responders from attending the property in an emergency, are specifically prohibited by law, are specifically prohibited by the Homeowners Corporation's insurer, or which fall into the following categories of specifically prohibited items:

a. Marijuana plants and/or marijuana products, excepting lawful storage or use of small quantities of marijuana products for approved medicinal or other lawful use by a resident which complies with these bylaws;
b. Other controlled substances, except for substances specifically prescribed to a resident by a physician;
c. Fireworks, firearms and/or ammunition, excepting lawful and secure storage of firearms and/or ammunition;
d. Fuels, combustibles, explosives, corrosives, poisons, noxious substances or other substances or items which are not typically found in a residential development or are likely to create an unreasonable hazard, insurance risk, risk of damage to property, risk of injury or death, nuisance, or which are present in unreasonable form or quantity for a residential development; and
e. Any substance or item which is unlawful, unlawfully obtained, unlawfully kept, unlawfully stored or unlawfully used.

Part 9. <u>Powers of Homeowners Corporation</u>

76. The Homeowners Corporation may:

(1) Purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common areas, common facilities or other assets of the Homeowners Corporation.

(2) Borrow money required by it in the performance of its duties or the exercise of its powers, including financing the annual insurance premium.

(3) Secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means.

(4) Invest as it may determine, in separate accounts, money in the fund for administrative expenses, or in the contingency reserve fund.

(5) Make an agreement with an owner or occupier of a unit for the provision of amenities or services by it to the unit or the owner or occupier.

(6) Make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common areas, common facilities or other assets of the Homeowners Corporation.

(7) Do all things necessary for the enforcement of the Subleases, the Bylaws and the rules and regulations of the Homeowners Corporation, and for the control, management and administration of the common areas, common facilities or other assets of the Homeowners Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, rules or regulations.

(8) Determine the levy for the contingency reserve fund which shall not be less than 5% of the total annual budget, until the reserve reaches an amount that the Homeowners Corporation considers sufficient having regard to the common areas and common facilities, and thereafter raise further amounts for replacements of funds from time to time and over a period of time as the Homeowners Corporation thinks fit.

(9) Join any organization serving the interests of the Homeowners Corporation and assess the membership fee in the organization as part of the common expenses.

Part 10. Notice and Document Handling

Division 1. Minutes of Meetings

77. Board of Directors to Provide Minutes to Owners

(1) The Board of Directors must provide owners with the minutes of all Board of Directors meetings within four weeks of the meeting, whether or not the minutes have been approved.

(2) Notwithstanding subsection (1) above, the minutes may be redacted or withheld from a specific owner where that owner is not entitled to receive all or a portion of the minutes as a result of a legal privilege.

Division 2. Email and Website

78. Website, Electronic Document Access and Email Communication

(1) The Homeowners Corporation may establish and maintain a website or other equivalent document retention and distribution system (the “Website”), or authorize an agent to do so on its behalf. The Homeowners Corporation may opt to store its documents and records electronically and make them available for electronic access and/or distribution through the Website.

(2) Where the Homeowners Corporation is requested to provide documents or records to an owner, the Homeowners Corporation may provide access or copies of the requested documents or records electronically by providing the Website URL and password or by emailing the requested documents or records; unless the person authorized to obtain copies of documents specifically requests physical copies.

(3) Any such Website is hereby declared to be a location designated by the Homeowners Corporation for the distribution of information and for the purpose of distributing minutes of meetings as well as any informal reminders, newsletters, bulletins and other documents which do not require formal personally delivered notice.

(4) The Homeowners Corporation may opt to email or post to the Website electronic copies of notices and other documents. Doing so shall not constitute formal written notice, except where a person has provided an email address for the express purpose of receiving notices, records and documents.

(5) The Website may include email and telephone contact information of owners and tenants who consent to having their contact information disclosed.

(6) The Board of Directors may use electronic means including email and/or provision of a web interface on a password protected website to receive notices, records or other documents. Owners must not use that email address or web interface unless:

a. The email address or web interface address is reported in the minutes of the Homeowners Corporation as an official address of the Homeowners Corporation for receiving notices, records and documents;
b. Owners using the email address of the Homeowners Corporation request and receive a “read receipt” or send a copy via regular postal mail in addition to the electronically submitted version;
c. The notification clearly indicates the date, the unit number and name of the person providing the notification, along with the details of the request or notification; and
d. In the case of a bylaw or rule complaint that the notification includes details of the complaint including the dates, times, and associated unit numbers the complaint is made about, and the particulars of the complaint including

which bylaw is alleged to have been contravened.

(7) A personal or professional email address of a member of the Board of Directors is not an email address of the Homeowners Corporation.

(8) The Board of Directors and management shall use best efforts to reasonably determine from the context and any expressed intention; whether an email address provided to the Homeowners Corporation is intended to be used by the Homeowners Corporation for the purpose of receiving notice. Where the intention is not clearly expressed, the Homeowners Corporation shall also send any notice by another method. The owner of the email address shall have liberty to request, in writing, at any time, that the email address either be used exclusively or not be used for the purpose of providing notice.

Division 3. Privacy Guidelines

79. Privacy Guidelines

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

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

a. To identify and communicate with each unit owner and/or tenant; b. To process payments and collect amounts owing to the Homeowners Corporation;
c. To respond to emergencies;
d. To ensure the orderly management of the Homeowners Corporation;
e. To comply with legal requirements and statutory duties; and
f. To enforce the bylaws and rules of the Homeowners Corporation, which the Homeowners Corporation is obliged to enforce.

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

(4) If an individual provides reasonable notice to the Homeowners Corporation that the individual withdraws consent to the collection, retention, use or disclosure of the

individual’s personal information, the Homeowners Corporation must inform the individual of the likely consequences to the individual, if any, of withdrawing consent, and must securely dispose of the personal information collected by consent, unless continued retention is authorized by law, or would breach an obligation of the Homeowners Corporation. Consent may only be withdrawn for information collected with required consent.

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

(6) Within two weeks of receiving a written request, the Homeowners Corporation must provide an individual with an opportunity to review their personal information as retained by the Homeowners Corporation, except that documents and records which contain the personal information of multiple individuals must be redacted unless the consent of the other individuals was obtained for disclosure. A requirement to redact may increase the time required as long as is reasonably required.

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

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

(9) The Homeowners Corporation reserves the right to refuse to disclose documents or information; or to redact such information from documents which the Homeowners Corporation is obligated to disclose; under the following circumstances:

a. Where reasonably required to protect particularly sensitive personal information which was provided with a request to keep the information confidential; including but not limited to documents and/or information relating to:

i. A physical or mental disability or a request for accommodation of same; and/or

ii. Personal banking or financial information, or information provided in relation to a request for a hardship exemption.

b. Documents and/or information which are subject to the Homeowners Corporation's claim of legal privilege; and/or

c. Documents and/or information which are subject to mandatory confidentiality, an undertaking to maintain confidentiality or arising from participation in mediation, or similar confidential process.

(10) The Homeowners Corporation must securely dispose of the personal information collected within one year after the requirement or authorization for retention lapses, except that minutes and other official records of the Homeowners Corporation may be retained indefinitely. Notwithstanding anything in this provision, the Homeowners Corporation may elect not to destroy documents which may be required to support or prove a right or obligation of the Homeowners Corporation, or preserve evidence related to the history, governance, or state of the Homeowners Corporation.

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

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

Part 11. Meetings and Governance

Division 1. Annual and Special General Meetings

80. Meetings May Be Held or Attended In-Person or By Electronic Means

(1) By clearly specifying the intention in the notice of meeting, the Board of Directors may convene any directors meeting or annual or special general meeting of the Homeowners Corporation in-person or by electronic means. Any meeting held in person shall allow individual attendees to attend electronically as set out in the paragraphs below. The notice package must include a notation as to whether the location of the meeting is a specific physical location for an in-person meeting, or a virtual connection for an electronic meeting, and must include the means of connection to a meeting held electronically.

(2) In the event that the intended physical location for an in-person meeting becomes unavailable unexpectedly or an in-person meeting becomes impossible due to public health order or any other serious physical or legal impediment or safety risk; the Board of Directors may convert an in-person meeting to a meeting held electronically by sending prompt notice to all eligible voters and attendees as soon as practicable, and by posting a notice of the electronic meeting and means of attendance at (or as close as possible to) the intended meeting location 30 minutes prior to the meeting start time.

(3) In the event that an electronic meeting cannot properly proceed as scheduled due to serious disruption, general technical or sound difficulties or other emerging circumstance which would make proper conduct of the meeting impossible; the meeting may be deferred one week by majority vote or by declaration of the chair that a quorum are unable to attend and meaningfully participate. Inability of any particular eligible attendee to properly connect to a meeting held electronically shall not justify such an adjournment or invalidate the business conducted at that meeting.

(4) Any meeting held by electronic means or attended electronically must allow each attendee to communicate with all other attendees, to the extent that they are entitled to speak at the meeting. This provision does not authorize a person who is attending as an observer to speak at a meeting unless otherwise invited or authorized to do so.

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

(6) Minor procedural adjustments may be made by the person chairing the meeting as required to give effect to this bylaw. The person chairing a meeting held electronically may selectively mute the audio of observers and anyone whose connection is disrupting the meeting by audio interference, background noise, poor quality connection or by speaking out of turn; provided that every eligible voter has a fair and reasonable opportunity to speak on every agenda item, make motions and/or raise points of order.

(7) A person attending any portion of an annual or special general meeting electronically in compliance with the bylaws is deemed to be present in person for the entire duration of the meeting for all purposes except to the extent that these bylaws expressly contemplate otherwise.

81. Person to Chair Meeting

(1) Subject to the bylaws, annual and special general meetings must be chaired by the president of the Board of Directors or by the vice president of the Board of Directors if the president is absent, unwilling or unable to act.

(2) Notwithstanding the foregoing, the owners may approve a motion by majority vote at any time during an annual or special general meeting to elect a different person to chair the meeting. The person elected to serve as chairperson must be present and willing to serve in that capacity, but need not be a member or an eligible voter.

(3) If a person who is designated or voted to chair the meeting becomes unwilling or unable to chair the meeting, or leaves the meeting without adjourning the proceeding, then the eligible voters present must elect a different chair from among those persons who are present at the meeting, by majority vote.

(4) The Chair must fully disclose any personal interest (except for any personal interest which is common to all owners) in business to be conducted at the meeting before conducting any business at a meeting.

(5) Any decision of the Chair may be modified or reversed by motion approved by majority vote.

82. Participation by Other than Eligible Voters

(1) The Board of Directors may invite a guest presenter to provide information at an annual or special general meeting.

(2) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(3) 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.

(4) 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.

83. Voting

(1) At an annual or special general meeting, voting may be held by any means which provides a reasonably reliable count and with a view towards maintaining functional expediency for purely procedural votes, and enhanced reliability and security for more substantive votes. The method by which a vote is taken shall be at the discretion of the chair unless a valid method is specifically selected by majority vote of eligible voters. Without limiting the generality of the foregoing, the following voting methods are encouraged:

a. For a meeting held electronically, if the application or system used for the electronic meeting or a supplemental system disclosed in the notice package allows for electronic polling that electronic polling may be used;
b. For a meeting held electronically or in-person, a vote may be taken by calling the roll;
c. For an in-person meeting, voting cards may be issued to each eligible voter indicating the number of votes they have, and the vote may be taken by display of voting cards; and
d. For an in-person meeting, a ballot may be issued to each eligible voter for each vote they have, and the vote may be taken by secret ballot.

Where a vote is taken at an in-person meeting by means which cannot be accomplished by those attending electronically, owners attending electronically may submit their votes by pre-arranged proxy or by other means approved by the chair (whether by email or text message to the chair, by roll call, by electronic polling application, or otherwise).

(2) At an in-person meeting, if a precise count is requested prior to the vote being taken, the chair must determine how the vote will be counted and may appoint volunteers as vote counters and/or scrutineers from those present.

(3) The chair may require voters to confirm or reconfirm how they voted in case of counting error, arithmetic error, technical difficulties or other irregularity. The chair may direct a different method for confirmation or reconfirmation of the vote. The confirmation of the count shall not be considered a re-vote and voters must not change their vote or reargue the matter which is subject of the vote.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting except that when announcing or reporting the result of a secret ballot any fraction must be rounded down to the nearest whole number unless the fraction was determinative of the result of the vote.

(5) If there is a tie vote on a majority 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 one additional, deciding vote.

(6) Despite anything in this section; if the meeting is held in-person or if the meeting is held by electronic means which allows for anonymous voting only by eligible voters; an election of Board of Directors or any other vote must be held by secret ballot, but only if:

a. A secret ballot is requested by one or more eligible voters before or as the vote is called, and the vote requires approval by ¾ vote resolution, 80%, or unanimous vote, or the vote relates to election of one or more members to the Board of Directors;
b. A secret ballot is ordered or allowed by the person chairing the meeting in their discretion; and/or
c. A secret ballot is approved by a motion approved by majority vote.

In considering whether to allow a discretionary secret ballot, the person chairing the meeting should take into account whether the matter is sensitive, controversial and/or whether there appear to be unduly intense efforts to influence or sway voters during discussion; or whether the request for a secret ballot appears instead to be an attempt to cause delay. If requested, the person chairing the meeting may pause proceedings to consult privately with an eligible voter requesting a secret ballot to determine the reason that the secret ballot is being requested.

(7) During a secret ballot at a meeting held in-person, any eligible voter attending by electronic means, must:

a. Use an approved method (if any is available and approved by the Chair) for voting which allows for anonymous voting only by eligible voters;
b. Pre-arrange to appoint a proxy who is present in person at the meeting to cast the secret ballot on their behalf; or
c. Waive secrecy and vote by roll call or other non-secret method specified by the Chair.

84. Order of Business

(1) The order of business at annual and special general meetings is as follows:

a. Register eligible voters, confirm corporate representatives and issue voting cards;
b. Elect a person to chair the meeting, if necessary;
c. Disclose any contested issues with respect to validity of proxies or eligibility for voting, confirm and ratify the chair's determinations by majority vote as necessary, and certify valid proxies;
d. Announce attendance numbers in person and by proxy as of the start of the meeting and determine that there is a quorum to proceed;
e. Present to the meeting proof of notice of meeting or waiver of notice; f.

Approve the agenda;

g. Approve minutes from any previous annual or special general meeting which have not yet been approved;

h. Deal with unfinished business as determined by Board of Directors and about which notice has been given;

i. Receive reports of the Board of Directors with respect to activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

j. Report on insurance coverage;

k. Approve the budget for the coming year;

l. Deal with new business about which notice has been given;

m. Elect a Board of Directors, if the meeting is an annual general meeting; and

n. Terminate the meeting.

(2) The Agenda for a particular meeting need not include items b., g., i., j., k., l., m., n., and/or o. which do not apply to that particular meeting.

(3) Notwithstanding the foregoing, the agenda may be modified at any stage of the meeting only to change the order of items on the Agenda by majority vote resolution.

85. Quorum

(1) Quorum to commence a general meeting is any number of persons holding a combined total of 50 votes, whether present in person, represented by proxy, or attending by electronic means if and as permitted by the bylaws.

(2) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of ten minutes whereupon the adjourned meeting shall be reconvened at the same place and those persons attending at that time shall constitute a quorum for the purpose of convening the meeting, as long as at least 30 votes are represented either in person or by proxy, or attending by electronic means if and as permitted by the bylaws.

(3) After quorum is confirmed to be in attendance when a meeting is convened, quorum for the balance of the meeting shall be the number of votes that are represented from time to time during the meeting. For greater clarity, once quorum is satisfied when the meeting is convened, quorum need not be recalculated if voters leave the meeting before the meeting is terminated or adjourned, and voters departing the meeting shall not prevent the Homeowners Corporation from conducting business. Any voters departing the meeting or votes otherwise not cast shall be treated as abstaining from voting. This subsection is subject to a determination by the Chair or by majority vote that the meeting cannot properly proceed due to disruption or serious technical difficulties as set out in bylaw 80(3).

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

86. Conduct of Meetings and Rules of Order

(1) The Homeowners Corporation may adopt one or more specific Rules of Order, or a published set of Rules of Order for a specific annual or special general meeting by motion approved by majority vote resolution at that meeting. To the extent that any set of Rules of Order adopted varies from the requirements of applicable legislation, the adopted set of Rules of Order shall be reinterpreted or disregarded to the extent necessary to comply with the legal requirements.

(2) The following additional Rules of Order shall apply to all annual and special general meetings of the owners unless varied by majority vote:

a. The Chair shall have control over the order in which eligible voters, presenters, guests and/or invitees are permitted to speak, and shall have authority to take such steps as may be reasonably required in the circumstances to:

i. Maintain order,
ii. Encourage the timely completion of the meeting with sufficient time to address all items on the agenda,
iii. Ensure that everyone entitled to speak has a reasonable opportunity to do so, for each item on the agenda, or
iv. Encourage fairness and a mutually respectful tone,

b. To ensure that voters are not discouraged from active participation, no audio or video recording of the meeting is permitted by any person;
c. All persons present at an annual or special general meeting must refrain from disrupting the meeting by unreasonably loud or offensive behaviour, interrupting a person who has permission to speak (except as directed by the Chair), or deliberately causing inordinate delay;
d. The Chair must ensure that every eligible voter and/or person holding a valid proxy who wishes to speak has a reasonable opportunity to speak concisely at least one time on each agenda item, motion or other item of business conducted;
e. A matter may be called directly to a vote at any point during the discussion of that matter, if:

i. An eligible voter calls for the vote and there is no objection by any other eligible voter,
ii. The Chair calls for the vote after each person wishing to speak has had the opportunity to do so; on the basis that it appears that

discussion is complete, or becoming repetitive – subject to a majority vote by those present directing that discussion continue, or

iii. If a majority vote compels the calling of the vote – subject to a decision by the chair to allow anyone who has not yet spoken on the matter to have a brief opportunity to do so,

f. Subject to the foregoing, and directions from the owners determined by motion approved by majority vote, the Chair shall have authority to reasonably restrict the length of time or the number of times that those present will have to speak on a subject.

87. Reports and Financial Statements

(1) The Financial Statements provided with the notice of the annual general meeting may be in summary form.

(2) Any report or opinion which the Board of Directors intends to refer to at an annual or special general meeting must be referred to in the notice package and in the minutes of the meeting and made available to owners and eligible voters for review upon request, except that privileged documents need not be provided to parties adverse in interest to the Homeowners Corporation with respect to proposed or commenced litigation.

Division 2. Composition and Election of the Board of Directors

88. Board of Directors Size and Membership

(1) The Board of Directors must have at least three and not more than seven members when elected. The Board of Directors must retain at least two current serving members in order to conduct business on behalf of the Homeowners Corporation.

(2) A designated representative of a corporate owner shall be eligible to stand for Board of Directors as if they were an owner.

(3) Where a unit has multiple people who are eligible to serve on the Board of Directors, only one person per unit is permitted to be on the Board of Directors at any given time. If the multiple potential candidates for the unit cannot agree who will stand to serve on the Board of Directors, only the owner of that unit with the higher number of votes received may serve on Board of Directors for that term, if elected. A tie breaking vote shall be held if necessary.

89. Board of Directors Members' Election and Term

(1) The election of one or more board members shall be conducted as follows:

a. A list of nominees shall be prepared including any nominations provided in advance of the meeting, and any nominations from the floor, not including any nominees who are not eligible to serve on the Board of Directors;

b. The finalized list of nominees shall be read out at the meeting;

c. Each nominee shall have up to two minutes if desired to introduce themselves and comment on their nomination. Other owners may participate in the discussion only after all nominees have had an opportunity to speak;

d. If the number of nominees is equal to or less than the maximum number of board members, then unless a secret ballot is requested by an eligible voter, there shall be a majority vote held by show of voting cards to confirm whether or not the entire list of nominees shall serve as the new Board of Directors;

e. If the number of nominees exceeds the maximum number of board members, or if the majority vote referred to above is defeated, or if a secret ballot is requested; then the vote shall be conducted by secret ballot, with each eligible voter being entitled to write on the ballot the names of nominees they wish to serve on the Board of Directors up to the maximum number of board members specified in these bylaws, with no repetition of names; and

f. The ballots shall be tabulated, and the elected board shall be comprised of those nominees whose names appear on more than half of the submitted ballots, except that:

   i. If the result is more board members than the maximum number indicated in these bylaws, then the maximum number of board members with the most votes shall be the Board of Directors, with any tie for the final position determined by show of voting cards or run-off election; and

   ii. If the result is fewer board members than the minimum number indicated in these bylaws then the ballots shall be reissued and a fresh vote by secret ballot conducted.

(2) The term of office of a Board of Directors member ends at the end of the annual general meeting at which the new Board of Directors is elected.

(3) A person whose term as a Board of Directors member is ending is eligible for re election.

(4) Any person eligible to serve on the Board of Directors may nominate themselves.

(5) A person who is not present during the election and has not accepted a nomination or confirmed their willingness to serve on the Board of Directors may be elected provisionally; but their term on the Board of Directors shall not begin until they notify the Homeowners Corporation in writing that they accept the nomination and

are willing to serve. If they have not provided such written confirmation to the Homeowners Corporation within 30 days of their provisional election to the Board of Directors, they are deemed to not have been elected and the remaining Board of Directors may replace them as a Board of Directors member.

90. Removing a Board of Directors Member

(1) The Homeowners Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Board of Directors members.

(2) In order for there to be a vote on such a resolution, the notice package must contain an agenda item for removal of Board of Directors members, although the Board of Directors members need not be identified.

(3) After removing a Board of Directors member, the Homeowners Corporation must hold an election at the same annual or special general meeting to replace the Board of Directors member for the remainder of the term.

(4) A Board of Directors member who becomes ineligible to serve or remain on the Board of Directors for any reason shall be deemed to resign immediately upon becoming ineligible to serve or remain on the Board of Directors.

91. Replacing Board of Directors Member

(1) If a Director refuses provisional election or resigns or otherwise ceases to hold office, the remaining Directors may appoint a replacement Board of Directors member for the remainder of the term. Such an appointment is determined by majority vote.

(2) A replacement Director may be appointed from any person eligible to sit on the Board of Directors.

(3) If all the Directors resign or are unwilling or unable to act for a period of two or more months, persons holding at least 20% of the Homeowners Corporation's votes may hold a special general meeting to elect a new Board of Directors.

(4) The remaining active Directors may appoint a replacement Director under this section even if the absence of the member being replaced leaves the Board of Directors without a quorum, or the number of current Directors is less than the stated minimum for a valid Board of Directors.

(5) If at any time the number of Directors falls below the stated minimum for a valid Board of Directors, any remaining Directors may call a special general meeting for the sole purpose of electing a new Board of Directors. This limited right to call a special general meeting is notwithstanding any other provision of these bylaws, and

regardless of any other restriction on the authority of the Director calling the meeting.

92. Officers

(1) At the first meeting of the Board of Directors after it is elected, the Board of Directors must appoint, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer. The appointments shall be determined by majority vote.

(2) A person may hold more than one office at a time, except that no person may simultaneously hold the offices of president and vice president.

(3) The vice president has the powers and duties of the president:

a. While the president is absent or is unwilling or unable to act; or
b. For the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president resigns or is unwilling or unable to act in their assigned role for a period of two or more months, the Board of Directors members may appoint a replacement officer from among themselves for the remainder of the term.

(5) Board of Directors (Strata Council) Code of Conduct. This document will be printed and signed at the start of a Director's term. Signed documents will be uploaded and filed with Aria's records. (Approved at the AGM June 3, 2026)

1. Purpose and Scope

The Strata Council acts on behalf of all owners to manage common property and enforce bylaws. This Code of Conduct outlines the standards of behavior expected of council members to ensure honest, transparent, and respectful governance.

2. Standard of Care and Ethical Behavior

Each Council Member agrees to:

- Act in Good Faith: Act honestly and in the best interests of the entire strata corporation, not for personal gain or the interests of a specific group.
- Exercise Diligence: Act with the care, diligence, and skill of a reasonably prudent person, including attending meetings and reviewing financial/maintenance documents.

- Comply with Laws: Adhere to the *Strata Property Act*, Regulation, the Corporation's bylaws, and the *Personal Information Protection Act* (PIPA).

3. Conflict of Interest

- Disclosure: Promptly disclose any direct or indirect interest in a contract or transaction with the strata corporation (e.g., a council member's company bidding on a landscaping contract).
- Abstention: Abstain from voting on matters where a conflict of interest exists.
- Withdrawal: Leave the meeting while the conflicted matter is being discussed and voted upon.

4. Confidentiality and Information

- Privacy Protection: Protect personal information of owners and residents, including telephone numbers, email addresses, and financial information.
- Confidential Matters: Keep confidential any legal advice, contract negotiations, or sensitive bylaw enforcement discussions.
- Records Access: Support an owner's right to access records under Sections 35 and 36 of the SPA, while protecting information deemed private under PIPA.

5. Meetings and Decorum

- Respectful Dialogue: Conduct themselves in a professional manner, treating other council members, owners, residents, and managers with dignity.
- Meeting Decorum: Not interrupt others, avoid personal attacks, and stop speaking when the Chair seeks order.
- Collective Decision-Making: Accept that the council acts as a whole. While disagreements are allowed, members should support the majority vote once made, or note their dissent in the minutes.

6. Prohibited Conduct

- No Special Privileges: Not use their position to seek special treatment, such as waiving fines for themselves or family members.
- No Harassment: Not engage in bullying, harassment, or defamatory language towards owners, staff, or contractors.

- No Individual Authority: Not act on behalf of the council unless specifically authorized to do so by a council vote.

7. Internal Communication

- Respectful Dialogue: Council members shall communicate with each other in a courteous and professional manner, focusing on the business at hand rather than personal differences.
- Email Etiquette: Council business via email should be treated as a permanent, discoverable record. Avoid unprofessional, discriminatory, or inflammatory language
- Single Voice Protocol: Official communication to all owners should come from a designated member (e.g., President or Secretary) or the Property Manager to avoid contradictory messages.
- Directives in Writing: To avoid confusion, directions to the strata management company should be in writing from a designated council member.
- Respectful Interaction: All council members must treat strata managers and service providers with respect, avoiding bullying or unreasonable demands.

8. Breach of Code of Conduct

- If a council member is believed to have breached this code of conduct, the following steps will occur:
    - A review of the breach will be conducted by the remaining council members. Once a decision is agreed upon, a formal letter will be issued to said council member and kept as part of the records of the strata corporation.
    - If a council member incurs three (3) formal letters pertaining to breaching codes of conduct identified under the **Board of Directors (Strata Council) Code of Conduct**, this council member will be removed from the Board of Directors.
    - The owners will be advised accordingly.

Council members agree to uphold all items listed under the **Board of Directors (Strata Council) Code of Conduct.** Please complete and sign the section below to confirm agreement to these terms.

Council Member’s Name ____

Council Member’s Term ____

Approved at the AGM of June 3, 2026

Current Date ____

Council Member’s Signature ____

Division 3. Directors Meetings

93. Calling Board of Directors Meetings

(1) Any Director may call a Board of Directors meeting by giving the other Board of Directors members at least one weeks’ notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A Board of Directors meeting may be held on less than one weeks’ notice if:

a. All Board of Directors members consent in advance of the meeting; or b. The meeting is required to deal with an emergency situation, and all Board of Directors members either:

i. Consent in advance of the meeting; or
ii. Are unavailable to provide consent after reasonable attempts to contact them.

(4) No prior notice is required for a Board of Directors meeting held immediately following the annual general meeting provided that the announcement of the Board of Directors meeting is made prior to the termination of the annual general meeting.

94. Requisition of Board of Directors Hearing

(1) By application in writing stating the reason for the request, an owner or tenant may request a hearing at a Board of Directors meeting.

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

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

95. Quorum of Board of Directors

(1) A quorum of the Board of Directors is:

a. One, if the Board of Directors consists of one member;
b. Two, if the Board of Directors consists of two, three or four members; c. Three, if the Board of Directors consists of five or six members; and
d. Four, if the Board of Directors consists of seven members.

(2) Unless attending or deemed to be attending by operation of another bylaw, Board of Directors members must be present in person at the Board of Directors meeting to be counted in establishing quorum.

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

96. Conduct of Board of Directors Meetings

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

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

(3) Owners may attend Board of Directors meetings as observers. Notwithstanding any provision in these bylaws, an owner wishing to receive notice of a Board of Directors meeting and/or wishing to attend a Board of Directors meeting must provide the Board of Directors with written notice of that intention at least 48 hours before a meeting is called; otherwise the Board of Directors is not obliged to notify that owner of meeting times and dates in advance of a meeting.

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

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

a. Hearings and deliberations related to bylaw enforcement;
b. Consideration of any request for accommodation pursuant to the BC Human Rights Code;
c. Consideration of a privacy complaint under the Personal Information Protection Act;
d. Any matters which are likely to be the subject of a legal dispute, negotiation, litigation or an administrative tribunal hearing involving the observer, or any person with whom the observer is closely associated; and/or
e. Any other matters if the presence of observers would, in the Board of Directors' opinion, unreasonably interfere with an individual's privacy.

97. Voting at Board of Directors Meetings

(1) At Board of Directors meetings, decisions must be made by a majority of Board of Directors members attending the meeting.

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

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

Division 4. Powers and Duties of the Board of Directors

98. The powers and duties of the Homeowners' Corporation shall, to the extent permissible by law and subject to any restriction imposed or direction given at a general meeting; be exercised and performed by the Board of Directors of the Homeowners Corporation by majority vote taken at Board of Directors meetings, as if they were the Strata Council of a BC Strata Corporation. The exercise of those powers and duties shall be subject to any restriction imposed or direction given at a general meeting or any delegation of powers and duties approved under these bylaws.

99. Delegation of Board of Directors' Powers and Duties

(1) Subject to subsections (2) to (6), the Homeowners Corporation may delegate some or all of the Board of Directors' authority, powers and duties to one or more Board of Directors members or persons who are not members of the Board of Directors and may revoke any such delegation.

(2) The individual Board of Directors members are hereby delegated sufficient authority of the Board of Directors to permit decisions made between Board of Directors meetings as set out in the following bylaw.

(3) The Homeowners Corporation may delegate authority and/or spending powers to a licensed manager pursuant to the valid terms of a management agreement.

(4) The Board of Directors may otherwise delegate its powers by a motion, approved at a duly convened Board of Directors meeting and recorded in the minutes of that meeting, which specifies:

a. The specific person(s) or corporation which is to receive the delegation of authority;
b. The valid purposes for which the Homeowners Corporation's funds may be spent;
c. The specific or maximum amount to be authorized; and
d. Other conditions on the delegated authority to spend money, if any.

(5) No delegation of the Board of Directors' authority may include delegation of its powers to determine, based on the facts of a particular case:

a. Whether to commence a court or tribunal proceeding;
b. Whether a person has contravened a bylaw or rule;
c. Whether a person should be fined and the amount of the fine;
d. Whether a person should be denied access to a recreational facility; and e. Whether to conclusively determine the rights of an owner, tenant, occupant or third party in a manner which is not reversible.

(6) The authority delegated under this section must not exceed the existing authority of the Board of Directors.

100. Some Decisions of the Board of Directors May be Made Between Directors meetings

(1) Subject to the limitations on delegation of authority specified above and herein, members of the Board of Directors shall have authority to make decisions between duly convened Board of Directors meetings in accordance with the following provisions and restrictions:

a. In order for a decision to be considered, the question must be presented to the Board of Directors by a current member of the Board of Directors or by the property manager with a specific statement that the matter is intended for a decision "between board meetings". Without that statement, the discussion shall be considered discussion only, despite any record of agreement;
b. In order for a decision to be approved under this provision, the agreement of a number of Board of Directors members satisfying the quorum of Board of Directors must be recorded in writing. A statement by a Board of Directors member to the effect that they will 'accept the decision of the group' shall

suffice for that purpose;

c. Before a decision is approved under this provision, every Board of Directors member (other than any who have declared a conflict of interest) must be provided a reasonable opportunity to participate in the discussion and express their position;

d. If any two Board of Directors members (other than any who have declared a conflict of interest) state in writing that they object to the decision being made in accordance with this section, the decision shall be adjourned to a subsequent duly convened Board of Directors meeting;

e. A decision may only be made under this section using email or similar interface to which all members of the Board of Directors (other than any who have declared a conflict of interest) are invited and have access;

f. The record of the discussion and decision must be saved or printed and included in the Homeowners Corporation's records;

g. The decision must be reported in the minutes of a Board of Directors meeting held within 30 days of the decision being made; or distributed to the owners as an "interim decision" if no Board of Directors meeting is held within 30 days;

h. A decision properly made in accordance with this provision shall be conclusively deemed to be a decision of the Board of Directors; and

i. Without limiting the generality of this provision, the following decisions may be made pursuant to the delegation of authority contemplated herein:

  i. scheduling a future meeting, hearing or inspection;
  ii. to approve a proposed general meeting notice or changes to a proposed general meeting notice;
  iii. the provision of a warning or a notification of a contravention of bylaw(s) or rule(s) to an owner and/or tenant requesting a response;
  iv. to approve expenditures in accordance with quotes received for repair or maintenance which is considered in an approved budget or ¾ vote resolution;
  v. to approve a contract for provision of services of one year or less which includes any expense contemplated within an approved budget;
  vi. to approve an insurance policy renewal;
  vii. to approve filing an insurance claim;
  viii. to have a vehicle removed from common property if it is parked in a fire lane or blocking access or egress; and
  ix. to give directions and/or expend funds in an emergency to prevent significant loss or damage or to ensure the safety and security of residents.

Division 5. Standards and Accountability of Board Members

101. Limitation on Liability of Board of Directors Member

(1) A Board of Directors 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 Board of Directors.

(2) Subsection (1) does not affect a Board of Directors member's liability, as an owner, for a judgment against the Homeowners Corporation.

(3) All acts performed honestly and in good faith by members of the Board of Directors are valid even if it is afterwards discovered that there was some defect in the appointment or continuance in office of one or more members of the Board of Directors.

Part 12. Finances

Division 1. Maintenance Payments and Other Owner Contributions

102. Payment of Owner Contributions

(1) The Homeowners Corporation shall collect and receive all maintenance payments from owners and deposit them within its accounts at a Canadian chartered bank or credit union in an account held in the name of the Homeowners Corporation.

(2) Each owner must pay on time for each unit that they own:

a. Lease payments, base rent and additional rent as defined in article 4.1 of the Sublease;
b. Maintenance payments contemplated in article 4.2 of the Sublease, payable to the Homeowners Corporation based on the estimated common costs as set out in the Sublease agreements; on or before the first day of the month to which the maintenance payments relate;
c. Adjustments of common cost shortfalls contemplated in article 4.3 of the Sublease and all other assessments no later than the specified due date, pursuant to article 27.3 of the Sublease;
d. All utility payments contemplated in article 9 of the Sublease and other third party payments as required to maintain their unit in accordance with the Owner's obligations; and
e. All rates, taxes, charges, outgoings and assessments that may be payable in respect of their unit.

(3) Whatever the nature or manner of payment, owners must ensure that payments provided are in negotiable form, on time, with sufficient funds allocated to honour the payment. If any payment is returned by an owner's financial institution due to insufficient funds, that owner must replace the payment forthwith; may be fined for failing to honour a payment; and may also be assessed any bank charges incurred by the Homeowners Corporation as a cost of remedying a bylaw contravention.

(4) Maintenance payments and other assessments must be paid in accordance with the following additional restrictions:

a. Pre-authorized or other form of direct funds transfer which has been approved by the Board of Directors; or
b. Such other form as the Board of Directors may specifically allow in extraordinary circumstances.

(5) Within seven days of the closing date, a purchaser must provide the Homeowners Corporation with necessary payments and preauthorization forms for amounts to maintain currency of their account. Nothing in this subsection shall be construed as modifying subsection (2) the date that maintenance payments are due or payable.

(6) If an owner fails to pay maintenance payments or assessments when due, the Homeowners Corporation may:

a. Charge interest as set out in the Sublease;
b. Assess a fine for contravention of this bylaw for each month's overdue or unpaid maintenance payments and any overdue or unpaid special levies; c. Take steps in default of the terms of the Sublease as contemplated in article 21 of the Sublease and all of its subsections; and/or
d. Take steps in Arbitration or in a Court or Tribunal with jurisdiction as are necessary to give effect to the foregoing and exercise rights in default, penalties, interest and the amount claimed against the owner.

(7) The Homeowners Corporation must inform owners of any change to maintenance payments or any assessment for a common cost shortfall as soon as practicable.

(8) Any payment received by the Homeowners Corporation from or on behalf of an owner shall be applied on account of the oldest unpaid charges, absent a specific prior or concurrent written indication of a different intention. The onus is on the payer to ensure that any intended allocation of a payment is expressly communicated to the Homeowners Corporation; absent which the application of payments in the order they were accrued shall be made irrespective of the nature of the charge, the amount of the payment, or any uncommunicated intention.

(9) On the written request of an owner or mortgagee of a unit, the Homeowners

Corporation shall produce to them or a person authorized in writing by them, the insurance policies effected by the Homeowners' Corporation and the receipts for the last premiums and provide confirmation of the amount, if any, owing by the owner to the Homeowners' Corporation.

Division 2. Spending Restrictions

103. Spending Restrictions

(1) A person may not spend the Homeowners Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws or a motion approved at a Board of Directors Meeting or General Meeting.

(2) The Board of Directors may make an unbudgeted or unapproved expenditure from the operating fund without requiring approval of the owners if the expenditure, together with all other unapproved expenditures that were made under this subsection in the same fiscal year, total less than $15,000 or an amount equal to 5% of the current budget, whichever is higher. Any expenditure authorized by the Board of Directors pursuant to this subsection of the bylaws must be approved by majority vote of the Board of Directors at a duly convened Board of Directors meeting and authority to authorize or approve such expenditure may not be delegated.

(3) The Homeowners Corporation may acquire personal property with approval of the Board of Directors but without otherwise required ¾ vote approval of the ownership; as long as each item of personal property has a market value of:

a. $5,000 or less and the amount to be expended has been budgeted for or properly approved; or

b. Any amount, provided that the item of personal property is a replacement, and the amount to be expended to acquire it has been received from an insurer or a party who agreed to replace an existing item of the Homeowners Corporation's personal property.

(4) Despite any provision of these bylaws, a Board of Directors member may spend the Homeowners Corporation's money to repair, replace or suspend access and operation of common areas or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

(5) The Homeowners Corporation is required to pay all sums of money required to be paid on account of all services rendered, supplies and assessments pertaining to, or for the benefit of the Homeowners Corporation and provide security as may be required by any relevant authority.

Part 13. Enforcement, Exemptions and Dispute Resolution

Division 1. Enforcement of Bylaws and Rules

104. Complaints and Enforcement

(1) The Board of Directors shall not be obliged to investigate or enforce any bylaw or rule at the request of any person, unless that person delivers a complaint to the Homeowners Corporation in a manner contemplated by this bylaw, and shall not be responsible to any owner for any breach of the bylaws by another owner as contemplated by article 8.1.

(2) Each complaint of contravention of a bylaw or rule must be in writing and must disclose an allegation of contravention of a bylaw or rule with sufficient clarity and detail to permit the Board of Directors to provide reasonable particulars to the person alleged to have contravened the bylaw or rule.

(3) Nothing in this bylaw shall either require that any member of the Board of Directors submit a complaint on their own initiative or prevent any member of the Board of Directors from doing so, in compliance with this bylaw.

(4) Nothing in this bylaw shall be interpreted to modify the Board of Directors' authority to determine in their discretion that a bylaw or rule complaint should or should not result in formal enforcement steps.

105. Fines

(1) Pursuant to articles 3.2 and 8.2 of the Sublease, the Homeowners Corporation shall have authority to assess fines and charge back costs of remedying a bylaw contravention in a manner similar to that of a Strata Council of a BC Strata Corporation. The Board of Directors shall follow a process similar to section 135 of the Strata Property Act before issuing any fine or requiring any owner to reimburse the Homeowners Corporation for the costs of remedying a bylaw contravention.

(2) An infraction or violation of the bylaws or rules and regulations may be corrected, remedied, or cured by the Homeowners Corporation. The reasonable cost of remedying a bylaw contravention, including any legal expenses reasonably incurred shall be fully recoverable from the owner of the unit associated with the contravention, including any contravention in common areas committed by an owner, tenant, guest or invitee associated with that unit.

(3) Following a letter of warning, and unless otherwise provided for in the bylaws, the fine for a violation of the bylaws or any rules and regulations established by the Board of Directors or committee of the Homeowners Corporation is $100.00 for a first violation when paid promptly.

(4) Unless otherwise provided for in the bylaws or rules and regulations, outstanding fines for violations are payable for each month the fine is outstanding and will increase in proportion as follows:

Month	Fine	Total Due
1st	$100.00	$100.00
2nd	$200.00	$300.00
3rd	$300.00	$600.00

(5) Unless otherwise stated in the bylaws or rules and regulations, fines for the 2nd and subsequent violations of the same bylaw or rule by the same person are cumulative as follows (to a maximum of $2,000.00 / month):

2nd violation $250.00
3rd violation $500.00
4th violation $1,000.00
5th violation $2,000.00

(6) Any fines levied by the Homeowners Corporation for a violation of the bylaws or rules and regulations on the part of an owner, the owner's employee, tenant, agent, invites or guest:

a. Must be charged to the owner; and
b. Must be added to and become a part of the assessment of that owner for the month next following the date on which the infraction occurred and become due and payable on the date of payment of the monthly assessment.

106. Indemnification of Fees Related to Collection of Arrears of Maintenance Payments and Special Levies

(1) An owner in arrears of maintenance payments, and/or any special levies, including fines and interest on arrears must reimburse the Homeowners Corporation on demand and in full for the reasonable costs of collecting those arrears, including legal costs on a "solicitor and own client" basis, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis, analogous to section 118 of the Strata Property Act.

107. Enforcement of Bylaws and Rules

(1) All reasonable costs of investigating and/or remedying a bylaw or rule contravention must be paid to the Homeowners Corporation by the owner of the unit associated with the contravention and/or other person responsible to pay fines associated with the contravention. Payment of such costs shall be on a full indemnity basis and must be paid within thirty days' of notice from the Board of Directors that there has been a finding that the bylaws and/or rules have been contravened and specifying the

costs incurred with respect to remedying the contravention. The costs of remedying a bylaw or rule contravention shall be deemed to include any reasonable legal expenses incurred by the Homeowners Corporation in enforcing the bylaws and/or rules, recoverable from the owner on a "solicitor and own client" basis by the Homeowners Corporation.

Division 2. The British Columbia Human Rights Code

108. Duty to Accommodate

(1) The Board of Directors shall have authority and discretion to interpret or apply the Homeowners Corporation's rules and bylaws as necessary to avoid contravention of the B.C. Human Rights Code, as required pursuant to section 121 of the Strata Property Act.

109. Accommodation of Physical or Mental Disability

(1) Notwithstanding any bylaw or rule of the Homeowners Corporation to the contrary the Board of Directors may provide such exemptions to any bylaw or rule of the Homeowners Corporation to the minimum extent necessary to accommodate a physical or mental disability as defined in the British Columbia Human Rights Code; subject to the following restrictions:

a. The exemption requires an application of an owner, tenant or occupant (the "Applicant") in which the Applicant has the onus to provide satisfactory proof of a physical or mental disability in the form of a medical report, letter or detailed prescription from a physician qualified, registered and licensed to practice medicine in the Province of British Columbia; providing a specific medical opinion that results in a conclusion by the Board of Directors that specific application of a particular bylaw or rule of the Homeowners Corporation is inconsistent with the treatment, management or otherwise has a discriminatory effect with respect to a diagnosed mental or physical disability of the Applicant;

b. Upon request, the Applicant must provide further or additional documentation reasonably requested by the Board of Directors including, but not limited to, reasonable medical records or a letter from a physician which confirms the existence of the physical or mental disability claimed and addresses why other treatment options which avoid the need for specific accommodation are not suitable;

c. The Application and such information and/or documentation which is provided to the Board of Directors pursuant to this bylaw must be kept confidential by the Board of Directors, except as between the Board of Directors, property management agent, the Homeowners Corporation's lawyer, or as required to defend the decision of the Board of Directors in court, arbitration or other dispute resolution process;

d. If the Board of Directors declines an application for whatever reason, the Applicant may re-apply with additional documentation and/or expanded submissions;

e. The exemption may be on such conditions as the Board of Directors feels is appropriate to accommodate the physical or mental disability while respecting to the extent possible, the language and intent of the bylaws and rules, including restricting the time for which the exemption exists to the period during which the mental or physical disability persists, requiring that the exemption specifically end upon the Applicant vacating the unit,
requiring that the Applicant participate in reasonable accommodation by taking such steps at their own expense as may be necessary to mitigate the effect of the bylaw or rule exemption on other owners, tenants and occupants, or such other conditions as are agreed upon between the Applicant and the Board of Directors, or are reasonably imposed by the Board of Directors;

f. Any conditions or restrictions may be revised or amended from time to time by the Board of Directors on reasonable notice to the Applicant;

g. If in the opinion of the Board of Directors an application under this bylaw should not be granted because granting the application under all of the circumstances, would contravene a preeminent legal duty or obligation or would otherwise be unlawful, create undue hardship, or constitute prohibited discrimination against another person; or because the Board of Directors is of the view that alternatives are reasonably available which would not require an exemption from a bylaw or rule; then the Board of Directors must decline to grant an exemption under this bylaw;

h. In the course of any application or re-application, the Applicant may request a hearing before the Board of Directors; and

i. No application under this bylaw may be made to exempt an owner, tenant or occupant from any obligation to pay their share of common costs, to pay any amounts required under the bylaws or to comply with their obligations to avoid disturbing or interfering with the property rights of other owners, tenants or occupants. Further, no such application for an exemption will be granted if granting the exemption would breach any preeminent obligation of the Homeowners Corporation.

Division 3. Disputes Generally

110. Nothing in these bylaws shall be interpreted as preventing informal resolution of disputes by consent, where appropriate.

Part 14. <u>Interpretation</u>

111. Severability

(1) Should any portion of these bylaws be deemed unenforceable by any Court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable and the balance of the provisions contained herein shall remain in full force and effect.

112. Interpretation

(1) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

(2) Where these bylaws contradict the Sublease, the Sublease shall prevail.