



EPS 4094

Bylaws

525 Foster Avenue, Coquitlam BC, V3J 0H6

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

Contents

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS	3
Payment of strata fees	3
Repair and maintenance of property by owner	3
Use of Property	3
Inform Strata Corporation	4
Obtain approval before altering a Strata Lot	4
Obtain approval before altering common property	4
Permit entry to Strata Lot	4
DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION	5
Repair and maintenance of property by Strata Corporation	5
DIVISION 3 – COUNCIL	5
Council size	5
Council members’ terms	6
Removing Council member	6
Replacing Council member	6
Officers	6
Calling Council meetings	6
Requisition of Council hearing	7
Quorum of Council	7
Council Meetings	7
Voting at Council meetings	7
Council to inform Owners of minutes	8
Delegation of Council’s powers and duties	8
Spending restrictions	8
Limitation on liability of council member	8
DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES	8
Maximum fine	8
Continuing contravention	9
DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS	9
Person to chair meeting	9
Participation by other than eligible voters	9
Voting	9
Order of business	10
DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION	10

Voluntary dispute resolution	10
DIVISION 7 – MARKETING ACTIVITIES BY OWNER DEVELOPER.....	10
Display lot	10
DIVISION 8 – MISCELLANEOUS	11
Advertising Re-Sale	11
Parking Stalls, Storage Lockers and Bosa Volt Charging Stations	11
Quorum.....	12
Authorization to Proceed.....	12
Insurance and Responsibility	12
Move In Fee	13
Amenity Pavilion – Use of Cost Sharing.....	13
Guest Suite.....	14

SCHEDULE OF STANDARD BYLAWS

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of strata fees

1. An Owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.

Repair and maintenance of property by owner

2. (1) An Owner must repair and maintain the Owner’s Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An Owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

Use of Property

3. (1) An Owner, tenant, occupant or visitor must not use a Strata Lot, the common property or common assets in a way that
 - a) Causes a nuisance or hazard to another person,
 - b) Causes unreasonable noise,
 - c) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - d) Is illegal, or
 - e) Is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An Owner, tenant, occupant or visitor must cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following (unless a special permit is obtained from the Strata Council):
 - a) a reasonable number of fish or other small aquarium animals;
 - b) a reasonable number of small caged animals;
 - c) up to two caged birds;
 - d) up to two dogs; and
 - e) up to two cats.

Inform Strata Corporation

- 4. (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- (3) Within two weeks of becoming a tenant, the owner must give the Strata Corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

Obtain approval before altering a Strata Lot

- 5. (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - a) the structure of a building;
 - b) the exterior of a building;
 - c) chimneys, stairs, balconies or other things attached to the exterior of a building
 - d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - f) common property located within the boundaries of a Strata Lot;
 - g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1) but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a Strata Lot in a bare land Strata Plan.

Obtain approval before altering common property

- 6. (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to Strata Lot

- 7. (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
 - a) In an emergency, without notice, to ensure safety or prevent significant loss or damage, and

- b) At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) If access to a strata lot is not provided in accordance with bylaw 7, the owner will be responsible for:
 - a) all costs of forced entry incurred by the Strata Corporation if the Strata Corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency; and
 - b) all costs incurred by the Strata Corporation in respect of contractors retained by the Strata Corporation who must re-attend at the building to access the strata lot.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

Repair and maintenance of property by Strata Corporation

- 8. The Strata Corporation must repair and maintain all of the following:
 - a) Common assets of the Strata Corporation;
 - b) Common property that has not been designated as limited common property;
 - c) Limited common property, but the duty to repair and maintain it is restricted to
 - i. Repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - ii. The following, no matter how often the repair or maintenance ordinarily occurs:
 - A. The structure of a building;
 - B. The exterior of a building;
 - C. Chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. Doors, windows and skylights on the exterior of a building or that front on the common property;
 - E. Fences, railings and similar structures that enclose patios, balconies and yards;
 - d) A Strata lot in a Strata Plan that is not a bare land Strata Plan, but the duty to repair and maintain it is restricted to
 - i. The structure of a building,
 - ii. The exterior of a building,
 - iii. Chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv. Doors, windows and skylights on the exterior of a building or that front on the common property, and
 - v. Fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 – COUNCIL

Council size

- 9. (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) If the Strata Plan has fewer than 4 Strata Lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.

- (3) No person may stand for a Council or continue to be on a Council with respect to a strata lot if the Strata Corporation or a separate section, as applicable, is entitled to register a lien against that strata lot under section 116(1) of the Act.

Council members' terms

10. (1) The term of office of a Council member ends at the end of the Annual General meeting at which the new Council is elected.
- (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General meeting to replace the Council member for the remainder of the term.

Removing Council member

11. (1) Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General meeting, remove one or more Council members.
- (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General meeting to replace the Council member for the remainder of the term.

Replacing Council member

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

Officers

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

Calling Council meetings

- 14 (1) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

- (2) The notice does not have to be in writing.
- (3) A Council meeting may be held on less than one week's notice if
 - a) All Council members consent in advance of the meeting, or
 - b) The meeting is required to deal with an emergency situation, and all Council members either
 - i. Consent in advance of the meeting, or
 - ii. Are unavailable to provide consent after reasonable attempts to contact them.
- (4) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

Requisition of Council hearing

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

Quorum of Council

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

Council Meetings

- 17** (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
 - a) Bylaw contravention hearings under section 135 of the Act;
 - b) Rental restriction bylaw exemption hearings under section 144 of the Act;
 - c) Any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 18** (1) At Council meetings, decisions must be made by a majority of council members present in person at the meeting.

- (2) Unless there are only 2 Strata Lots in the Strata Plan, if there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

Council to inform Owners of minutes

- 19** The Council must inform Owners of the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's powers and duties

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

Spending restrictions

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

Limitation on liability of council member

- 22** (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgement against the Strata Corporation.

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

Maximum fine

- 23** The Strata Corporation may fine an Owner or tenant a maximum of
- a) \$200 for each contravention of a bylaw, and
 - b) \$50 for each contravention of a rule.

Continuing contravention

- 24** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

Person to chair meeting

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

Participation by other than eligible voters

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

Voting

- 27** (1) At an annual or Special General meeting, voting cards must be issued to eligible voters.
- (2) At an Annual or Special General meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an Annual or Special General meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 Strata Lots in the Strata Plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation or a separate section, as applicable, is entitled to register a lien against that strata lot under section 116(1) of the Act.

Order of business

28 The order of business at Annual and Special General meetings is as follows:

- a) Certify proxies and corporate representatives and issue voting cards;
- b) Determine that there is a quorum;
- c) Elect a person to chair the meeting, if necessary;
- d) Present to the meeting proof of notice of meeting or waiver of notice;
- e) Approve the agenda;
- f) Approve minutes from the last Annual or Special General meeting;
- g) Deal with unfinished business;
- h) Receive reports of council activities and decisions since the previous Annual General meeting, including reports of committees, if the meeting is an Annual General meeting;
- i) Ratify any new rules made by the Strata Corporation under section 125 of the Act;
- j) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General meeting;
- k) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General meeting;
- l) Deal with new business, including any matters about which notice has been given under section 45 of the Act;
- m) Elect a Council, if the meeting is an Annual General meeting;
- n) Terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

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

DIVISION 7 – MARKETING ACTIVITIES BY OWNER DEVELOPER

Display lot

- 30** (1) An owner developer who has an unsold Strata Lot may carry on sales and leasing functions that relate to its sale or lease, including without limitations:
- a) the posting and erecting in and about the common property of interior and exterior signs, placards, flags, notices and other things and structures for marketing; and

- b) parking on common property which is proximate to a display strata lot or to an unsold strata lot for the owner developer's staff and representatives, purchasers and prospective purchasers and tenants, and other invitees of the owner developer.
- (2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
 - (3) Until all strata lots are sold, the owner developer, and its employees, agents, contractors, workers, suppliers and other invitees will have the full, free, and uninterrupted right and license to enter upon and cross over the common property, with or without vehicles, equipment, and machinery, for the purposes of access to and from the lands and for the purposes described in Bylaw 30(1) above. The owner developer will be responsible for any damage caused to the common property by such entry on and use of the common property.

DIVISION 8 – MISCELLANEOUS

Advertising Re-Sale

- 31** Unless the Council otherwise gives its prior written consent, advertising for the re-sale or rental of a strata lot, except such strata lots that are owned by the owner developer, is only permitted on a directory board or directory tree which will be supplied, located and maintained by the Council. This Bylaw 31 is subject to Bylaw 30 and nothing in this Bylaw 31 affects the rights of the owner developer under Bylaw 30.

Parking Stalls, Storage Lockers and Bosa Volt Charging Stations

- 32** For the purposes of this Bylaw 32, the following terms have the following meanings:

“Assignment Agreement” means an assignment agreement between Bosa Blue Sky Properties (Lougheed Heights 2) Parking Inc. (as Assignor) and a purchaser/owner of a strata lot (as Assignee) whereby the Assignor (as tenant under the Master Agreement) assigns a partial interest under the Master Agreement with respect to a particular Stall, Storage Locker and/or BCVS to the Assignee permitted thereunder; and

“Master Agreement” means the Parking Facility/Storage Locker Lease and Bosa Volt Charging Station License Agreement between Bosa Blue Sky Properties (Lougheed Heights) Inc., as owner, and Bosa Blue Sky Properties (Lougheed Heights 2) Parking Inc., as tenant, as amended and assigned from time to time, with respect to the exclusive use of Stalls, Storage Lockers and BVCSs (each as defined in the Master Agreement).

An owner of a strata lot may, pursuant to the Assignment Agreement, be entitled to:

- a) The exclusive use of those certain Stall(s), if any, specified in the Assignment Agreement;
- b) Provided a BVCS has been installed in a Stall assigned to such owner, a license to use such BVCS in connection with such Stall subject always to the terms and conditions contained within the Master Agreement; and
- c) The exclusive use of those certain Storage Locker(s), if any, specified in the Assignment Agreement.

It is understood that upon the Strata Corporation passing a resolution pursuant to Section 82 of the *Strata Property Act* and upon transfer of title to the BVCSs by Bosa Blue Sky Properties (Lougheed Heights) Inc. to the Strata Corporation, the BVCSs will become common assets of the Strata Corporation subject to the contractual license to use contained in the Master Agreement.

Upon its formation, the Strata Corporation will be solely responsible for the control, management and administration of the Stalls, the Storage Lockers and the BVCSs, including, without limiting the generality of the

foregoing, payment of the costs of maintaining, repairing and replacing the BVCSs and the utility consumed by a BVCS (measured by separate electrical meter installed at the time a BVCS is installed), all as set forth in the Master Agreement. However, all costs relating to a BVCS and paid by the Strata Corporation are repayable to the Strata Corporation by the person to whom the stall containing the BVCS is assigned pursuant to the Master Agreement. The Strata Corporation will charge back all costs related to the BVCS (the **"BVCS Charge"**) to such person and such person will be liable to pay the BVCS Charge to the Strata Corporation (in addition to any other fees or other amounts payable by such person to the Strata Corporation). If such person fails to pay the BVCS Charge to the Strata Corporation within thirty (30) days of demand for payment thereof by the Strata Corporation, then the Strata Corporation may deny such person the use of the BVCS to which such BVCS Charge relates until such time as the BVCS Charge is paid in full.

A person may only assign its rights to use a Stall, a Storage Licker or a BCVS pursuant to the Master Agreement to a **"Permitted Assignee,"** as defined in the Master Agreement.

As set out in the Master Agreement, a person who has been assigned a Stall containing a BCVS pursuant to the Master Agreement may permit another owner of a strata lot within "Lougheed Heights 2" to charge a Compatible Electric Automotive Vehicle (as defined in the Master Agreement) using the BVCS situate within such Stall and may retain whatever consideration such other owner pays to such person, provided always that such other owner complies with the terms and conditions of the Master Agreement.

Quorum

33 Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and the eligible voters present in person or by proxy shall constitute a quorum.

Authorization to Proceed

34 The Strata Corporation or a separate section, as applicable, may proceed under the *Small Claims Act* (British Columbia), without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation or the applicable separate section, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation or the applicable separate section is required to expend as a result of the Owner's act.

Insurance and Responsibility

- 35** (1) A Resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance and any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or any applicable section insurance for which the owner is responsible.
- (2) If an Owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the Strata Corporation and/or a separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance or section insurance. Without limiting the generality of the word "responsible," an Owner is responsible for the Owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the Owner.

- (3) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation or a separate section will be considered an expense not covered by the proceeds of strata insurance or any applicable section insurance received by the Strata Corporation or the separate section and will be charged to the Owner.

Move In Fee

- 36** An owner, tenant or occupant will be required to pay a one time move-in fee of \$150 prior to any move in to the Development. This does not apply to the first move in by the Owner/Tenant, following the initial purchase from the Owner Developer.

Amenity Pavilion – Use of Cost Sharing

- 37** For the purposes of this Bylaw 37, the following terms have the following meanings:

“Amenity Pavilion” means the two-level amenity building situated within the common property of the Tower 1 Development and those shared indoor and outdoor amenities and facilities (collectively, the **“Amenity Facilities”**) located therein (including, without limitation, the shared concierge services, fitness center, basketball court, lounges, music room, theatre room, guest suite, business center, chef’s kitchen, indoor sauna, changing rooms, outdoor rooftop swimming pool, terrace, barbeques and game areas), for use and enjoyment exclusively by the Owners and Residents of the Development and the Tower 1 Development;

“Development” means the residential condominium high-rise strata title development located at 525 Foster Avenue, Coquitlam, British Columbia, referred to as ‘Tower 2’ in the “Lougheed Heights” project, comprising The Owners, Strata Plan EPS4094, as described on the first page of this Form Y and within which the strata lots and common property described herein are located; and

“Tower 1 Development” means the neighbouring residential condominium high-rise strata title development located at 657 Whiting Way, Coquitlam, British Columbia, referred to as ‘Tower 1’ in the “Lougheed Heights” project, comprising The Owners, Strata Plan EPS4093 (the **“Tower 1 Strata Corporation”**), as described in the bylaws governing the strata lots and common property of Tower 1.

The Owners, Tenants and Occupants of the strata lots acknowledge that:

- a) At all times the use, enjoyment and expenses associated with using, maintaining, repairing, replacing and operating the Amenity Pavilion will be shared between the Owners and Occupants of the Development and the Tower 1 Development subject to, and in accordance with, the terms and conditions set out in the filed Amenity Pavilion Use and Cost Sharing Agreement (the **“Amenity Agreement”** in respect of “Lougheed Heights” Tower 1 and Tower 2, the responsibilities and obligations for which have been or will be assumed by the Strata Corporation for the Development and Tower 1 Strata Corporation;
- b) As provided in the Amenity Agreement, the Tower 1 Strata Corporation may establish reasonable Amenity Rules and Regulations (the **“Amenity Rules and Regulations”**) governing, restricting or affecting the manner in which the Amenity Pavilion may be accessed or used or enjoyed by the Owners, Tenants, Occupants, Guests and other invitees of the Tower 1 Development, provided at all times such Amenity Rules and Regulations apply equally to the Owners, Tenants, Occupants, Guests and other invitees of the Development;
- c) The Amenity Rules and Regulations may be amended, removed or replaced by the Tower 1 Strata Corporation from time to time;
- d) For greater certainty, the Tower 1 Strata Corporation may, without limitation:
 - (i) Impose such fines as may be reasonably necessary to enforce or prevent any breach of the Amenity Rules and Regulations, provided such Amenity Rules and Regulations are solely for the purpose of reasonably regulating the hours of use, security, enjoyment, access, safety, cleanliness, management, maintenance, health, safety, use and operation of the Amenity Pavilion; and

- (ii) Establish, charge, collect, without limitation, reasonable user fees, cleaning fees and/or refundable deposits in connection with hourly reservations for the exclusive use of Amenity Facilities as described in Bylaw 37(e);
- e) An Owner, Tenant and Occupant of the Development and the Tower 1 Development may be permitted, on a first come, first served basis, to reserve certain designated Amenity Facilities for exclusive use, subject to availability and any applicable hourly rate(s), user fee(s), minimum reservation period(s) and/or payment of refundable damage deposit(s) upon booking, as may be required by the Tower 1 Strata Corporation and set out in the Amenity Rules and Regulations governing the exclusive use and reservation of particular amenities;
- f) The Strata Corporation's share of costs under the Amenity Agreement, and all other easement agreements relating to the project constitutes an expense of the Strata Corporation which will be borne by the Owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the operating budget(s) of the Strata Corporation, in effect from time to time, pursuant to the terms and conditions of such agreements; and
- g) Each owner of a strata lot will pay his or her proportionate share of costs associated with the common property of the Development, the Amenity Pavilion and the Amenity Facilities located therein, in addition to his or her proportionate share of costs associated with the use, repair and maintenance of certain structural supports for, access to, egress from and/or the shared use and enjoyment of certain common facilities, areas, systems, support structures, services and utilities which comprise the physically integrated components of the "Lougheed Heights" project.

The Owners, tenants and occupants of the strata lots will comply with, and will cause any of their guests or other invitees to comply with, without limitation:

- h) The rules of use and hours of operation of the Amenity Pavilion and any one or more of the Amenity Facilities therein, as set out in the Amenity Agreement, the Bylaws of the Development and/or the Amenity Rules and Regulations in effect from time to time;
- i) All other rules and regulations applicable to the Development, as may be established by the Strata Corporation and amended from time to time; and
- j) The terms and conditions of and any and all leases, licences, easements and other agreements entered into or assumed by the Strata Corporation in respect of the Development.

Guest Suite

- 38** An Owner, Tenant or Occupant may on a first come, first served basis reserve the exclusive use of the guest suite for a fee of \$80 per night, which reservation may be subject to payment of a refundable damage deposit upon booking and/or such other applicable Amenity Rules and Regulations governing use of the guest suite, in effect from time to time.