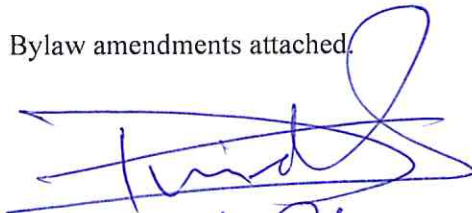



Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 4348 (Residential Section) certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 14, 2016:

Bylaw amendments attached.


.....
Arvind Shankar (PRESIDENT)

Signature and Name (please print) of Residential Executive

GARY NAGY

.....
Vice President

Signature and Name (please print) of Second Residential Executive

(not required if council consists of only one member)

WHEREAS, the Residential Executive is recommending implementation of Bylaws governing rentals;

AND WHEREAS, pursuant to s. 128 of the Strata Property Act, SBC 1998, c 43, a strata corporation may amend its bylaws.

BE IT RESOLVED, by a 3/4 vote of the Owners, Strata Plan BCS 4348 (the "Residential Section") do hereby agree to approve the following Bylaw 36 to be added, as follows:

36 Residential Rentals and Other Accommodation

- 36(1) An owner or tenant must not rent his or her strata lot for a period of less than six months.
- 36(2) An owner wishing to rent a strata lot must apply in writing to the council for permission to rent before entering into any tenancy agreement.
- 36(3) An owner receiving permission to rent a strata lot must exercise the permission to rent within 90 days from the date that the council granted same, otherwise the permission expires.
- 36(4) Permission to rent a strata lot granted pursuant to this bylaw 36 ceases on the earlier of:
- (a) the end of the tenancy entered into immediately following the grant of permission to rent;
 - (b) the date on which the owner who received permission to rent ceases to be a registered owner of the strata lot; and
 - (c) the date on which the owner who received permission to rent commences residing in the strata lot.
- 36(5) Prior to possession of a strata lot by a tenant, a landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 36(6) Within two weeks of renting a strata lot, the landlord 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.
- 36(7) Where an owner leases a strata lot in contravention of bylaws 1, 2 or 3, the owner shall be subject to a fine of \$500.00 per week and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation
- 36(8) An owner or tenant of a strata lot that has been approved for rental use by the strata corporation must not enter into or approve a sub-lease or assign of the tenancy. If a tenancy is terminated for any reason, and the owner wishes to rent the strata lot to another tenant, the owner must apply for permission to rent the strata lot pursuant to these bylaws.
- 36(9) A resident must not use or allow a strata lot to be advertised, promoted, used, occupied or licensed for use as a vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, AirBnB or student housing for any period of time.
- 36(10) The Strata Corporation shall take all necessary steps to terminate any arrangement that contravenes bylaw 36(9), including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the Strata Corporation in enforcing Bylaw 36(9) shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the Strata Corporation.

WHEREAS the Residential Executive wishes to update their Bylaws by adding provisions governing the security system, in order to comply with regulations stipulated by the *Personal Information and Privacy Act*;

BE IT RESOLVED the owners of Strata Plan BCS 4348, M-One, (the "Residential Section") do hereby agree to approve the following Bylaw 37 to be added, as follows:

37 Security System

- 37(1) The surveillance cameras placed throughout the building are not to be tampered with or blocked off by any means that interferes with their function.
- 37(2) Closed circuit television, video surveillance and access control systems are installed in various common areas of the building, including, but not limited to, the front entrance, garbage rooms, parking garage. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television, video surveillance and access control systems.
- 37(3) The video files and access control records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation bylaws and rules which relate to the safety and security of the building and its occupants or for the purpose of mitigating costs or damages resulting from activities that are illegal or in contravention of the Strata Corporation bylaws.
- 37(4) The video files and access control records are stored for a period of up to three (3) months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- 37(5) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with bylaw 49.3 herein;
 - (b) the caretakers of the Strata Corporation and council members in accordance with bylaw 37.3 herein; or
 - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file.
- 37(6) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- 37(7) The images produced are stored electronically in the security office.
- 37(8) The stored images may be viewed by the caretakers, security guards, the strata agent, council members, or police or fire officers.

WHEREAS the Residential Executive wishes to update their Bylaws by approving the current Move In / Out Rules and making them Bylaws, which would allow the Strata Corporation the ability to fine a maximum of \$200 per infraction;

BE IT RESOLVED the owners of Strata Plan BCS 4348, M-One, (the "Residential Section") do hereby agree to approve the following Bylaw 38 to be added, as follows:

38 Move In and Out

- 38(1) Owners are required to contact the building caretaker to arrange for a move. The caretaker will arrange to lock off the elevator and hang the protective coverings in the elevator. Residents moving in may only have the use of the locked off elevator, and may not use any further elevators.
- 38(2) Owners are required to give the building caretaker a minimum of one week's notice of a move. If this does not occur and an owner gives less than one week's notice, or does not give notice, the owner is subject to a \$50.00 fine, plus the Move-In/Move-Out fee.
- 38(3) There will be a \$300.00 Move-In fee payable to the Strata Corporation, BCS 4348, care of MOne, along with a security deposit of \$300.00 cash due upon Move In, and separately for Move Out. Security deposits will be fully refunded once a successful final inspection is done by the building manager. Any damage to the front lobby or passageways in excess of the \$300.00 fee will be assessed to the strata lot and/or billed to the owner responsible. The Move-In fee does not apply to first-time buyers who purchased from the developer, but the security deposit is still required. All other rules do apply to these new owners/residents.
- 38(4) When selling a strata lot, owners must make the new incoming owners aware of the BCS 4348 Bylaws and Rules regarding Moves in and/ Out pertaining to a \$300.00 moving fee and security deposits to cover damages. Failure to do so may result in a fine.
- 38(5) The hours that the building caretaker is available for moves are between 8:00 a.m. and 4:00 p.m. excluding holidays. Any owners that wish to move outside of these hours will be subject to a \$50/ hour charge. This charge is the Strata Corporation's cost to have a staff member onsite during the afterhours time. This fee will be payable to the Strata Corporation, BCS 4348 care of M One. Owners in violation to the above hours without previous notice to Strata's staff member will be subject to a \$50 Fine and any/all fees for staffing that may occur.
- 38(6) Owners are to pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture.
- 38(7) Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Rules of the Strata Corporation. At no time should the front entrance doors be left unattended. Any violations may result in fines to the resident.
- 38(8) All moves must be made through the loading bay. No moves or deliveries may be done through the lobby.

WHEREAS the Residential Executive wishes to update their Bylaws by approving the current Garbage / Recycling Rules and making them Bylaws, which would allow the Strata Corporation the ability to fine a maximum of \$200 per infraction;

BE IT RESOLVED the owners of Strata Plan BCS 4348, M-One, (the "Residential Section") do hereby agree to approve the following Bylaw 39 to be added, as follows:

39 Garbage / Recycling

- 39(1) No refuse, garbage or empty beverage containers may be kept or stored in corridors or common areas or on strata lot patios or balconies.
- 39(2) No refuse, garbage or empty beverage containers may be disposed of on common property or in common areas. Owners are responsible for themselves, and their guests along with any/all under aged children and their refuse, garbage and empty beverage containers and must properly dispose of all waste. This includes and is not limited to any refuse or human waste thrown or flung off balconies (i.e. cigarette buds or spitting). If an owner is found to be in violation or guests associated, they will be subject to a fine, and/or any other fees associated with the removal of the waste.
- 39(3) No area of common property or any limited common property shall be used for the personal erection, placing or maintenance of incinerators, or garbage disposal equipment, recreation or athletic equipment, fencing or gardens.
- 39(4) Recycle bins should be properly used whenever possible. All residents should take the time to familiarize themselves with the materials acceptable for recycling in each designated bin, i.e., cardboard, mixed paper, newsprint, and mixed containers. If there is any uncertainty about how to use the recycle bins, please ask the Caretaker for instructions.

CA 44574355

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 4348 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 17, 2015.

RESIDENTIAL SECTION

Security

- 1 (1) Overhead Gate to underground parking in P1/P2: To help prevent unauthorized entry to the building, all drivers must wait within 10 feet of the gate until it is closed behind their car before proceeding to their parking stall. The drivers in any subsequent cars must wait until the gate is starting to close before pressing the garage button on their key fob to re-open the gate. This indicates to the preceding driver that the following driver is a resident of the M One. Violators will be given one warning and subsequently a \$50 fine.
- (2) Entrance Door: When entering or exiting through the front entrance, do not allow followers into the building unless they are known to you.
- (3) Restricted Common Areas: No owner or visitor is permitted in any part of the restricted common areas of the building such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own strata lot.
- (4) Guests in Amenity Room: For security reasons, all guests to the Amenity Room will only be given access by the building manager.
- (5) Moves In/Out: During a move into or out of the building, a resident must not leave the front entrance doors unattended. Also, vehicles used for moving purposes must be parked at the side entrance with the moving vehicle backed into place, to prevent any blockage of the adjoining street which provides entrance into MOne. No vehicle may park in the round-a-about area in the front of the building unless granted by the building manager (only in the case of multiple move-ins) and must display a parking pass, otherwise the vehicle will be towed.
- (6) Solicitations: Solicitation is not permitted anywhere in or about the building or common property for any cause, except as required by the Election Act (Canada) and similar provincial registration.
- (7) Adjoining Building: Adjoining Building: Strata Council recognizes there is a nearby building adjoining to the building but not part of the M One – Metropolitan Residences common property. Residents are prohibited from entering the adjoining property in an inappropriate manner (i.e. jump over, sneak into the adjoining property) at all times, and anyone in violation will be automatically subject to a \$200 fine, and/or any subsequent fees for security. Fobs will be tracked if needed. Fines will be the sole responsibility of owners and Strata is not liable for any/all injuries incurred in disobeying this Bylaw.

Parking / Visitor Parking Areas

- 2 (1) A resident owner shall use the parking space(s) which have been specifically assigned to their strata lot. Owners shall not park on the common property, including and not limited Residential visitor's parking and fire zones.
- (2) The underground parking area is for the sole use of permanent residents of the M One. Visitors shall adhere to the Visitor Parking bylaws listed below.
- (3) Parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- (4) No other motor vehicle, bicycles, trailer, boat, equipment or items of any kind shall be parked or placed on any common property without the prior written approval of the Strata Council. Bicycles must be stored in lockers provided by the building or within private property, or on balconies provided they are clean and dry.
- (5) No vehicle shall be parked in a manner which reduces the width of your neighbour's parking space or extend more than 18 inches past the outside of the parking lines. Those residents with oversized vehicles must prove they are making every effort to fit in their assigned spots, and if they cannot fit, it is up to the owner to make other arrangements for the owner or tenant occupying the space. Violators will be warned and if changes are not made the offending vehicle may be towed.
- (6) Excessive speeds and dangerous driving are prohibited in all the parking areas. The speed limit is 10 km/hr in the common areas and will be strictly enforced. Vehicles excessively speeding will be subject to one warning, and subsequently a fine of \$50.
- (7) No person(s) is/are allowed to camp overnight in any type of vehicle parked in common areas.
- (8) No vehicle shall be parked in the loading zone in front of the building for a period longer than the time reasonably required for the loading or unloading of the vehicle.
- (9) Any vehicle, trailer, boat or equipment parked in contravention of the foregoing will be removed at its owner's sole risk and expense.
- (10) A resident must not store an uninsured vehicle on the common, limited common property, or on land that is a common asset. A resident storing a vehicle must provide proof of valid insurance to the Strata Corporation on the commencement date of the storage, and be displayed on the vehicle at all times. All stored vehicles must provide proof of insurance to Strata, and must provide proof of insurance on a monthly basis under Section 150, Chapter 43 of the BC Strata Property Act. Random inspections will also be done, and if a vehicle is found not to have insurance, it will be towed without any further notice, and cannot be placed back on common property until proof of insurance is given to Strata.
- (11) Only one vehicle may park in a designated parking space.
- (12) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds), or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical parts.
- (13) Visitor parking stalls are for the exclusive use of visitors of residents at the M One. No owners/residents may use the visitors parking area at any time. Violators will be towed without further notice.

- (14) The laminated visitor parking permits may be used for visits of up to two consecutive days. These permits must be visibly displayed on the mirror of the visitor's vehicle. The visitor lot will be monitored regularly, and violators will be towed without further notice. It is the responsibility of each resident to supply their visitor with a parking permit. Visitors in excess of two consecutive days will be towed, unless a permit is granted by Strata Council for a longer use.
- (15) Every resident will be given 1 parking pass provided by Strata for their Strata Lot with replacements for lost/stolen/broken passes can be requested in writing to Strata Council for a fee of \$100.00.
- (16) Visitor parking permits for periods of greater than two consecutive days must be requested, in writing, to the Strata Council. Based on demand, these longer term requests may be accepted or denied.
- (17) Visitors parking in the visitor lot do so at their own risk and must abide by any and all regulations that apply to the parking stalls in general, which includes parking only in assigned visitor parking stalls for residential use only. Business stalls are for commercial use only and not permitted use by residential visitors. Violators will be towed without any further warning.
- (18) Resident owners are responsible for any damage caused to the common property by their visitors, and will be fined accordingly to damage caused.
- (19) Vehicles in violation of these bylaws will be towed at the liability and expense of the vehicle owner.
- (20) Commercial vehicles are only permitted to park overnight in their assigned stalls and no other commercial vehicles shall park in visitor parking overnight. Violators will be towed.
- (21) No owner may permit a vehicle to drip excessive oil or gasoline on the common property or limited common property. An owner, whose vehicle is dripping excessive oil or gasoline, must immediately remove and repair the vehicle and the owner must pay the cost of clean-up of the common property in addition to any fine. This bylaw also applies to visitors of residents parking in the Visitors Parking spaces. Residents are responsible for their visitors' vehicles and if the visitor does not pay the cost of cleaning, it will be up to the owner to pay for all costs associated with the clean-up caused by their visitors' vehicle
- (22) No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms or any other common property space. This is against the Fire Department Standards and could result in a fine levied against the Strata Corporation. Violators will be fined.
- (23) Bicycles brought in to common areas must be clean and dry as much as reasonably possible. All bicycles must be brought through the parkade or moving door entrance. No bicycles will be permitted access through the lobby.

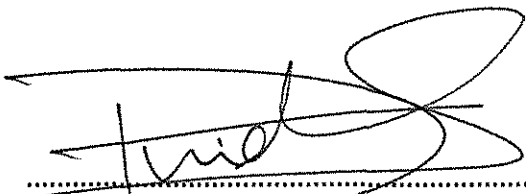
Move In/Out

3. (1) Owners are required to contact the building caretaker to arrange for a move. The caretaker will arrange to lock off the elevator and hang the protective coverings in the elevator. Residents moving in may only have the use of the locked off elevator, and may not use any further elevators. Violators will be subject to a \$50 fine.
- (2) Owners are required to give the building caretaker a minimum of one week's notice of a move. If this does not occur and an owner gives less than one week's notice, or does not give notice, the owner is subject to a \$50.00 fine, plus the Move-In/Move-Out fee.
- (3) There will be a \$300.00 Move-In/Move Out fee payable to the Strata Corporation, BCS 4348, care of MOne, along with a security deposit of \$300.00 due upon Move In, and separately for Move Out. Security deposits will be fully refunded once a successful final inspection is done by the building manager. Any damage to the front lobby or passageways in excess of the \$300.00 fee will be assessed to the strata lot and/or billed to the owner responsible. The Move-In fee does not apply to first-time buyers who purchased from the developer, but the security deposit is still required. All other bylaws do apply to these new owners/residents.
- (4) When selling a strata lot, owners must make the new incoming owners aware of the BCS 4348 Bylaw regarding Moves in and/ Out #3 pertaining to a \$300.00 moving fee and security deposits to cover damages. Failure to do so will result in a fine.
- (5) The hours that the building caretaker is available for moves are between 8:00 a.m. and 4:00 p.m. excluding holidays. Any owners that wish to move outside of these hours will be subject to a \$50/ hour charge. This charge is the Strata Corporation's cost to have a staff member onsite during the afterhours time. This fee will be payable to the Strata Corporation, BCS 4348 care of M One. Owners in violation to the above hours, without previous notice to Strata's staff member, will be subject to a \$50 Fine and any/all fees for staffing that may occur.
- (6) Owners are to pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture.
- (7) Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Bylaws of the Strata Corporation. At no time should the front entrance doors be left unattended. Any violations may result in fines to the resident.
- (8) All moves must be made through the loading bay. No moves or deliveries may be done through the lobby.

Amenity Room

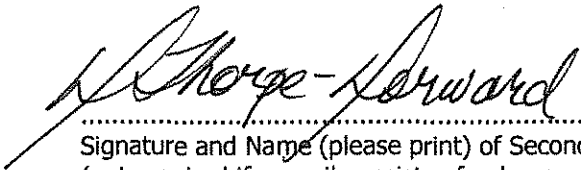
- 4 (1) The amenity rooms must be booked through the Building Manager.
- (2) The amenity rooms shall be booked on a first come first served (reserved) basis. Only Owners of a strata lot, 19 years or older, can book an amenity room.
- (3) A refundable damage deposit of \$300.00 is required; this damage deposit must be received by Ascent, seven (7) days prior to the booking. Additional charges may be charged back to the Owners account if the damage deposit does not cover the repairs to restore the room back to the original condition prior to the rental.

- (4) Guests are permitted in the amenity areas, but only when accompanied at all times by an Owner of the strata lot that booked the amenity. Building staff will not admit guests and Owners must be present to let them into the building and amenity area(s).
- (5) Each room can only be reserved once a week by an owner. Owners may book a room anytime the room is available (for special events, Owners may apply to the Building Manager or Strata Manager for an exception which may, or may not be granted, at the discretion of the Strata Manager or Strata Council).
- (6) No room can be pre-booked more than 60 days in advance.
- (7) The amenity room cannot be booked or used for business purposes. ie: They cannot be used for commercial purposes, such as a driving school, training facilities, classrooms, etc.
- (8) There is a limit of 50 people permitted in the amenity room at one time.
- (9) There is no smoking in the amenity room or on common property around the amenity room.
- (10) All persons using the amenity rooms do so at their own risk.
- (11) The Strata Council has the right to limit (or expand upon) the number of times an amenity room is used, the length of time a room is used, and the purpose(s) for which the amenity room(s) are used – all at the Strata Council's discretion in order to protect and administrate the facilities for the benefit of all the Owners of Metropolitan One. The Bylaws for use may be subject to change from time to time.
- (12) Owners of strata lots are responsible for the actions and costs to repair misuse of the rooms, as a result of the actions of their tenants and client/guests.
- (13) Contravention of these Bylaws may cause a fine of up to \$50.00 to be levied against the (owner) strata lot owner utilizing the room, for each and every contravention occurrence, at the discretion of the Strata Council. In addition, other fines may be levied by the Strata Council for violation of the Bylaws of the Strata Corporation (BCS4348). In the case of continued contravention of the Bylaws governing the use of the amenity rooms the Strata Council may at its discretion ban an Owner from using the amenity rooms for a period of time specified by the Strata Council.



ARVIND SHANKAR

Signature and Name (please print) of Council Member



Doug Thorpe-Derward

Signature and Name (please print) of Second Council Member
(not required if council consists of only one member)