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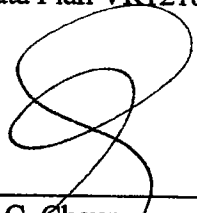
BX601185

December 20, 2005

Registrar
Lower Mainland Land Title Office
88 - 6th Street
New Westminster, BC V3L 5B3

Please receive herewith the following document for filing:

Form I, Amendment to Bylaws for The Owners, Strata Plan VR1218



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Miller-Thomson LLP
Barristers and Solicitors
1000-840 Howe Street
Vancouver, BC V6Z 2M1
Telephone: (604) 687-2242

Our File: 62777.0001
LTO Client No.: 010437

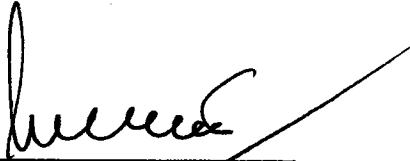
Strata Property Act

**FORM I
AMENDMENT TO BYLAWS**

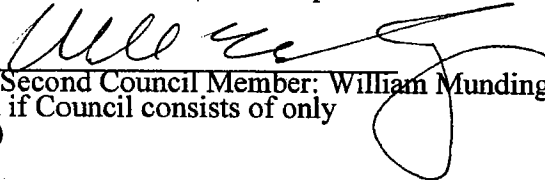
(Section 128)

The Owners, Strata Plan VR1218 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 December 13, 2005.

RESOLVED as $\frac{3}{4}$ vote resolutions of The Owners, Strata Plan VR1218 ("**Strata Corporation**") pursuant to section 128(1) of the *Strata Property Act*, S.B.C. 1998, c. 43, as amended that the existing bylaws of the Strata Corporation be and are hereby repealed and wholly replaced with the bylaws attached hereto as Schedule A.



Signature of Council Member: Pradeep Puri



Signature of Second Council Member: William Munding
(not required if Council consists of only one member)

*Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

Schedule A
BYLAWS
(Exhibit T of Disclosure Statement)

SCHEDULE A

THE OWNERS STRATA CORPORATION VR 1218 BYLAWS (NORTH TOWER)

1. CREATION OF SECTIONS

1.1 Management Section

A section (the "Management Section") is hereby created within the strata corporation consisting of strata lots 1 to 3 inclusive (the "Management Strata Lots"). The Management Section shall be administered in accordance with these bylaws.

1.2 Hotel Lot Section

A section (the "Hotel Lot Section") is hereby created within the strata corporation consisting of strata lots 4 to 166 inclusive (the "Hotel Strata Lots"). The Hotel Lot Section shall be administered in accordance with these bylaws.

2. GENERAL DUTIES OF OWNERS, TENANTS AND OCCUPANTS

2.1 Inform strata corporation

2.1.1 Within 2 weeks after becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address.

2.1.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name and mailing address.

2.1.3 The strata corporation must promptly make the information referred to in subsections 2.1.1 and 2.1.2 available upon request by the section of which the strata lot in question is a part.

2.2 Permit entry to strata lot

2.2.1 An owner, tenant, occupant, employee or visitor must allow a person authorized by the strata corporation or section of which the relevant strata lot is a part 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,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation or the section, as the case may be to repair and maintain under these bylaws or insure under the *Strata Property Act*, and
 - (ii) to ensure compliance with the *Strata Property Act* and these bylaws.

- 2.2.2 The notice referred to in paragraph 2.2.1(b) must include the date and approximate time of entry, and the reason for entry.
- 2.2.3 In exercising its rights under this bylaw, the strata corporation or the section, as the case may be, will not unreasonably interfere with the use or enjoyment of the strata lot or the normal operation thereof.

2.3 Compliance with bylaws

An owner, tenant or occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted from time to time by the strata corporation or the section of which the applicable strata lot is a part.

2.4 Claims on insurance policies

An owner, tenant, occupant, employee or visitor must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

3. MAINTENANCE, REPAIRS AND ALTERATIONS

3.1 Standard

All repairs and maintenance by a section, an owner or the strata corporation must be carried out to a standard which is consistent with a First Class Hotel. In these bylaws, "First Class Hotel" means a first class hotel or resort as understood in the Canadian hotel industry.

3.2 Repair and maintenance of property by sections

Each section must repair and maintain all of the limited common property designated for such section, but the duty to repair and maintain does not include repair and maintenance of the structure or roof of a building (which is the responsibility of the strata corporation).

3.3 Repair and maintenance of property by owner

- 3.3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility under these bylaws of the strata corporation or the section of which that owner's strata lot is a part.
- 3.3.2 An owner who has the use of limited common property, whether alone or in common with others, must repair and maintain it, except for repair and maintenance that is the responsibility under these bylaws of the strata corporation or the section of which that owner's strata lot is a part.

3.4 Repair and maintenance of property by strata corporation

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 (except for repair and maintenance that is the responsibility of a section under bylaw 3.2),
- (c) limited common property (except for repair and maintenance that is the responsibility of a section under bylaw 3.2 or an owner under bylaw 3.3) 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 structure of any building, no matter how often the repair or maintenance ordinarily occurs, and
- (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of any building,
 - (ii) the exterior of any building,
 - (iii) chimneys, stairs, balconies or other fixtures attached to the exterior of any building,
 - (iv) doors, windows or skylights on the exterior of any building,
 - (v) fences, railings or similar structures that enclose a patio or balcony, and
 - (vi) common property located within the boundaries of a strata lot.

3.5 Obtain approval before altering a strata lot

3.5.1 Subject to subsection 3.5.2, an owner, tenant or occupant must obtain the written approval of the council and the Manager (as defined in bylaw 9.4) before making any alteration to a strata lot including, without limitation, any alteration that involves any of the following

- (a) the structure of any building,
- (b) the exterior of any building,
- (c) chimneys, stairs, balconies or other things attached to the exterior of any building,
- (d) doors, windows or skylights on the exterior of any building,
- (e) fences, railings or similar structures that enclose a patio or balcony,
- (f) common property located within the boundaries of a strata lot, or

- (g) parts of the strata lot which the strata corporation must insure under the *Strata Property Act* including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot.

3.5.2 Subsection 3.5.1 does not apply to any change to the interior of the Management Strata Lots, or to any change which the Manager is entitled to make to a Hotel Strata Lot in accordance with the Agreements (as defined in bylaw 9.4) or any other agreement between the strata corporation and the Manager or the owner of the Management Strata Lots.

3.6 Obtain approval before altering common property

3.6.1 An owner, tenant or occupant of a Hotel Strata Lot must obtain the written approval of the council and the Manager before making an alteration to limited common property designated for that Hotel Strata Lot whether alone or in common with some or all of the other Hotel Strata Lots.

3.6.2 An owner, tenant or occupant of a Hotel Strata Lot must obtain the written approval of the council and the Manager before making an alteration to common property, including limited common property designated for strata lots in more than one section, or common assets. For greater certainty, this subsection does not apply to the owner of any Management Strata Lot.

3.6.3 The council or the executive of a section, as the case may be, may require as a condition of its approval under subsection 3.6.1 or 3.6.2, that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the council or the executive of a section, as the case may be, evidence of appropriate insurance coverage relating to the alteration and security for the costs of the alteration.

3.6.4 Subsections 3.6.1 to 3.6.3 inclusive do not apply to any change which the Manager is entitled to make to a Hotel Strata Lot in accordance with the Agreements (as defined in bylaw 9.4) or any other agreement between the strata corporation and the Manager or the owner of the Management Strata Lots.

4. COUNCIL

4.1 Council size

The council must have 7 members, of which 2 must be representatives of the Management Section

4.2 Council members' terms

4.2.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

4.2.2 A person whose term as council member is ending is eligible for re-election.

4.3 Removing council member

4.3.1 Subject to bylaw 4.1, the strata corporation may remove any council member by a resolution passed by either

- (a) a $\frac{3}{4}$ vote at an annual or special general meeting; or
- (b)
 - (i) a majority vote of all owners; and
 - (ii) a majority vote of the owners of strata lots in the section which appointed any such council member,

at an annual or special general meeting.

4.3.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term of the member's appointment.

4.3.3 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the *Strata Property Act*.

4.4 Replacing council member

4.4.1 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 of that member's appointment or for the period during which that council member is unwilling or unable to act.

4.4.2 A replacement council member may be appointed from any person eligible to sit on the council.

4.4.3 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.

4.4.4 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 *Strata Property Act*, the regulations and these bylaws respecting the calling and holding of meetings.

4.5 Officers

4.5.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer. The office of president must alternate no less than every second year between a representative of either the Management Section and a representative of the Hotel Lot Section, in that order.

4.5.2 A person may hold more than one office at a time, other than the offices of president and vice president.

4.5.3 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.

4.5.4 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.

4.6 Calling council meetings

4.6.1 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.

4.6.2 The notice does not have to be in writing.

4.6.3 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.

4.7 Requisition of council hearing

4.7.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

4.7.2 If a hearing is requested under subsection 4.7.1, the council must hold a meeting to hear the applicant within one month of the request.

4.7.3 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.

4.8 Quorum of council

A quorum of the council is 5, including at least 2 of the 3 representatives of the Management Section.

4.9 Council meetings

- 4.9.1 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.
- 4.9.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 4.9.3 Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- 4.9.4 Despite subsection 4.9.3, no observers may attend those portions of council meetings that deal with any of the following
 - (a) bylaw contravention hearings,
 - (b) rental restriction bylaw exemption hearings, or
 - (c) any other matter

if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

4.10 Voting at council meetings

- 4.10.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 4.10.2 If there is a tie vote at a council meeting, the president will not be entitled to break the tie by casting a second, deciding vote.
- 4.10.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

4.11 Council to inform owners of minutes

The council must inform owners of the minutes of all council meetings within 2 weeks after the meeting, whether or not the minutes have been approved.

4.12 Delegation of council's powers and duties

- 4.12.1 Subject to subsections 4.12.2 to 4.12.4, 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.
- 4.12.2 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 4.12.3.

4.12.3 A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

4.12.4 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.

4.13 Spending restrictions

4.13.1 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, or the person is the Manager and such expenditures are consistent with the annual budget approved in accordance with bylaw 7.7 or are otherwise permitted to be made by the Manager in accordance with the Agreements (as defined in bylaw 9.4) or any other agreement between the strata corporation and the Manager or the owner of the Management Strata Lots.

4.13.2 Despite subsection 4.13.1, 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.

4.14 Limitation on liability of council member

4.14.1 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.

4.14.2 Subsection 4.14.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

4.15 Consents

Any consent, approval or permission given under these bylaws by the council shall be revocable at any time upon reasonable notice.

5. ENFORCEMENT OF BYLAWS AND RULES

5.1 Maximum fine

5.1.1 The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, 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.

5.1.2 Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or the owner's section, as the case may be, as provided for in the *Strata Property Act* or these bylaws and if any owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$50.00 will be levied against and paid by the owner.

5.1.3 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses (including legal fees and disbursements) incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council or a section executive pursuant to the *Strata Property Act* or these bylaws, shall become part of the assessment of the owner responsible for the same and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien in respect of such separate component.

5.2 Continuing contravention

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

5.3 Small Claims Court

5.3.1 Notwithstanding any provision of the *Strata Property Act*, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

5.3.2 Notwithstanding any provision of the *Strata Property Act*, a section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to

collect money owing to the section, including money owing as a fine, without requiring authorization by a resolution of the owners of strata lots in that section.

6. ANNUAL AND SPECIAL GENERAL MEETINGS

6.1 Person to chair meeting

6.1.1 Annual and special general meetings must be chaired by the president of the council.

6.1.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

6.1.3 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.

6.2 Participation by other than eligible voters

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

6.2.2 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.

6.2.3 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.

6.3 Voting

6.3.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

6.3.2 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.

6.3.3 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.

6.3.4 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.

6.3.5 If there is a tie vote at an annual or special general meeting, there is no second, deciding vote.

6.3.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if a secret ballot is requested by an eligible voter.

- 6.3.7 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that owner's strata lot.

6.4 Order of business

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 any 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,
- (j) report on insurance coverage, if the meeting is an annual general meeting,
- (k) approve the budget for the coming year, if the meeting is an annual general meeting,
- (l) deal with new business, including any matters about which notice has been given,
- (m) elect a council, if the meeting is an annual general meeting, and
- (n) terminate the meeting.

6.5 Electronic Attendance at Meetings

Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

6.6 Timing of Annual General Meeting

Subject to any delay contemplated in bylaw 7.7, the annual general meeting must be held no sooner than December 1 and no later than December 20 each year.

7. COMMON EXPENSES

7.1 Strata fees

The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with the *Strata Property Act*, the regulations to the *Strata Property Act* and these bylaws.

7.2 Section fees

The contribution by any owner of a strata lot within a section to the expenses common to that section shall be levied in accordance with these bylaws.

7.3 Apportionment of common expenses

Common expenses shall be apportioned between the sections and to individual strata lots in the following manner

- (a) common expenses attributable to any section shall be allocated to that section and shall be borne by the owners of the strata lots within that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that section,
- (b) common expenses not attributable to any section shall be for the account of the strata corporation and shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation,
- (c) common expenses attributable to any one strata lot shall be allocated to such strata lot, and
- (d) if a strata lot requires a utility or other service not supplied to all strata lots the cost shall not be a common expense and if the utility or service is not separately metered or billed so as to measure the use thereof by the strata lot, the cost of such utility or service shall be apportioned and charged to the strata lot by the council on such reasonable basis as it shall determine.

7.4 Allocation of specific expenses between sections

Without limiting the generality of bylaw 7.3 and unless otherwise determined by the executives of each section, acting reasonably, expenses relating to areas designated as limited common property for each section will be for the account of the owners of strata lots in each respective section.

7.5 Payment and collection of section fees

- 7.5.1 The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners in

each section will include the fees owing to the strata corporation and the fees owing to the owner's separate section.

- 7.5.2 Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the operating fund of the strata corporation, the contingency reserve fund of the strata corporation, the operating fund of each section and the contingency reserve fund of each section.
- 7.5.3 Only authorized signatories for a particular section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for that section.
- 7.5.4 Special levies approved by a section will be payable by the owners in such section to the strata corporation, which will deposit such special levy into the operating fund or the contingency reserve fund of such section, as requested by such section.
- 7.5.5 At the request of a section, the strata corporation will register a lien against an owner's strata lot if the owner's section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a section has not been paid by such owner.
- 7.6 **Payment of strata fees**
 - 7.6.1 An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the section of which the owner's strata lot is a part as set out in the approved budget.
 - 7.6.2 If an owner is late in paying the owner's strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 12% per annum compounded annually and the strata corporation must pay to the section of which that owner's strata lot is a part, the owner's proportionate share of any such interest received insofar as it relates to the section fees included in the late strata fees.

7.7 Annual Budget Process

The strata corporation will consult with the Manager in connection with the establishment of the annual budget (the "Annual Budget") for the strata corporation and each section and the parties will cooperate with each other during such consultation so as to ensure that sufficient operating funds and contingency reserve funds are allocated in the Annual Budget to the maintenance, repair and replacement of the common property, common assets and other common facilities and equipment, in order to allow the same to be maintained and operated at a standard consistent with a First Class Hotel. The Manager will submit a proposed annual budget (the "Proposed Budget") to the council and the executive of each section for their approval no later than November 15 of each calendar year and the council and each executive will have 15 days after receipt thereof to approve the Proposed Budget or proposed changes to the portions thereof which are relevant to each, failing which such Proposed Budget will be circulated promptly for consideration by the strata corporation and the sections at the annual general meeting. The council and the executives shall not withhold their approval of the Proposed Budget if the

expenditures contemplated therein are necessary to ensure the operation and maintenance of the common property, common assets and other common facilities and equipment at a standard consistent with a First Class Hotel. If the council or an executive proposes changes to the Proposed Budget, the parties will cooperate, act reasonably and negotiate in good faith with the objective of reaching agreement on the Proposed Budget on the basis contemplated in this Bylaw 7.7 but, regardless of whether or not they are able to do so, within 15 days after the council or an executive gives its proposed changes, the Proposed Budget (which shall include any changes proposed by the council and each executive and agreed upon by the Manager) will be circulated promptly for consideration by the strata corporation and the sections at the annual general meeting (and the strata corporation and the sections will not withhold their approval of such Proposed Budget if the expenditures contemplated therein are necessary to ensure the operation and maintenance of the common property, common assets and other common facilities and equipment at a standard consistent with a First Class Hotel). The Manager or one or more of the Manager's representatives shall be entitled to attend each annual general meeting for the purpose of presenting at such meeting such Proposed Budget. If the strata corporation or a section does not approve such Proposed Budget at the annual general meeting or the special general meeting contemplated in subsection 104(1) of the *Strata Property Act*, then any party may, by written notice to the other, submit for conclusive determination by arbitration in accordance with bylaw 7.8 the question of whether the expenditures in such Proposed Budget, or any of the expenditures, are necessary to maintain and operate the common property, the common assets and other common facilities and equipment at a standard consistent with a First Class Hotel. A determination by the arbitrator that they are, will constitute approval by the strata corporation or the section, as the case may be, of such Proposed Budget and a determination by the arbitrator that they are not, will be deemed to be a rejection by the strata corporation or the section, as the case may be, of such Proposed Budget or the particular expenditures in dispute (and approval of any expenditures therein which are not in dispute).

7.8 Arbitration

An arbitration pursuant to bylaw 7.7 will be carried out as follows:

- (a) the arbitration will be carried out by a single arbitrator mutually agreed upon by the parties. If the parties fail to agree upon an arbitrator within 15 days after a party has notified the other party of the name of the person it nominates to carry out the arbitration, then either party may apply to a judge of the Supreme Court of British Columbia for the appointment of an arbitrator and such appointment will be binding on the parties. Any arbitrator nominated or selected will be independent of the strata corporation and the Manager;
- (b) it is the intention of the parties that the arbitration will be conducted, and that the determination or award of the arbitrator be made and communicated in writing to the parties, as expeditiously as possible and this will be reflected in choice of and directions given to and by the arbitrator. The arbitrator will conduct the arbitration of the dispute as expeditiously as reasonably possible and will provide written reasons for his decision. The decision of the arbitrator duly appointed pursuant to this bylaw 7.8 will be final and binding upon the parties hereto;
- (c) the arbitration will be held in Vancouver, British Columbia; and

- (d) no limitation imposed by or pursuant to the *Commercial Arbitration Act* (British Columbia) on the remuneration of the arbitrator will apply. The arbitrator is authorized to include in his determination or award an award in favour of either party in respect of any costs incurred in connection with or in respect of the arbitration, including the cost of the arbitrator and the arbitration and all legal and other professional costs and disbursements and although such an award must be made on a judicial basis, it need not be based on any court-approved tariff basis and may be on a complete indemnity basis. In all other respects the arbitration will be governed by the *Commercial Arbitration Act* (British Columbia), as the same may be amended or replaced from time to time.

Notwithstanding anything contained in this bylaw 7.8, the strata corporation and the Manager will be entitled to (i) commence legal proceedings seeking such mandatory, declaratory or injunctive relief as may be necessary pending the settlement of the annual budget, or (ii) commence legal proceedings involving the enforcement of an arbitration decision or award arising out of this bylaw 7.8.

8. EXECUTIVE OF SEPARATE SECTIONS

8.1 Hotel Lot Section executive size

The executive of the Hotel Lot Section must have at least 3 and not more than 5 members.

8.2 Management Section executive

8.2.1 The executives of the Management Section shall each consist of a representative of the owner of each strata lot in such section.

8.2.2 Notwithstanding anything else in these bylaws, unless the Management Strata Lots, , have different owners who are not related parties and there is more than one member of the Management Section

- (a) the member or members of the executive of any that section may be appointed, removed or replaced by the applicable section without the need for a meeting,
- (b) the executive of any that section need not have officers, and
- (c) the executive of any that section need not hold meetings to make decisions, pass resolutions, transact business or authorize acts of the Management Section.

8.3 Executive members' terms

8.3.1 The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.

8.3.2 A person whose term as member of the executive is ending is eligible for reelection.

8.4 Removing executive members

- 8.4.1 A section may, by a resolution passed by a majority vote at a meeting of that section, remove one or more members from the executive.
- 8.4.2 After removing a member from the executive, the section must hold an election at the same meeting to replace the member for the remainder of the term of the member's appointment.
- 8.4.3 No person may stand for the executive of the Hotel Lot Section or appoint a representative to the executive of the Hotel Lot Section, or continue to be or have a representative on the executive of the Hotel Lot Section with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the *Strata Property Act*.

8.5 Replacing executive members

- 8.5.1 If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term of that member's appointment or for the period during which that member is unwilling or unable to act.
- 8.5.2 A replacement member may be appointed from any person eligible to sit on the executive.
- 8.5.3 The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- 8.5.4 If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the applicable section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and these bylaws respecting the calling and holding of meetings.

8.6 Executive officers

- 8.6.1 At the first meeting of the executive of a section held after each annual general meeting of that section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 8.6.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 8.6.3 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.

- 8.6.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

8.7 Calling executive meetings

- 8.7.1 Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.

- 8.7.2 The notice does not have to be in writing.

- 8.7.3 An executive meeting may be held on less than one week's notice if

- (a) all executive members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

8.8 Requisition of executive hearing

- 8.8.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.

- 8.8.2 If a hearing is requested under subsection 8.8.1, the executive must hold a meeting to hear the applicant within one month of the request.

- 8.8.3 If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

8.9 Quorum of executive

- 8.9.1 A quorum of the executive is

- (a) 1, if the executive consists of one member,
- (b) 2, if the executive consists of 2 or 3 members, and
- (c) 3, if the executive consists of 4 or 5 members.

- 8.9.2 Executive members must be present in person at the executive meeting to be counted in establishing quorum.

8.10 Executive meetings

- 8.10.1 At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- 8.10.2 If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- 8.10.3 Owners may attend executive meetings as observers.
- 8.10.4 Despite subsection 8.10.3, no observers may attend those portions of executive meetings that deal with any of the following
- (a) bylaw contravention hearings,
 - (b) rental restriction bylaw exemption hearings, or
 - (c) any other matter if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

8.11 Voting at executive meetings

- 8.11.1 At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- 8.11.2 If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- 8.11.3 The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

8.12 Executive to inform owners of minutes

The executive must inform owners of the minutes of all executive meetings within 2 weeks after the meeting, whether or not the minutes have been approved.

8.13 Delegation of executive's powers and duties

- 8.13.1 Subject to subsections 8.13.2 to 8.13.4, the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- 8.13.2 The executive 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 8.13.3.

8.13.3 A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

8.13.4 The executive 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.

8.14 Spending restrictions

8.14.1 A person may not spend a section's money unless the person has been delegated the power to do so in accordance with these bylaws or is the Manager.

8.14.2 Despite subsection 8.14.1, an executive member may spend a section's money to repair or replace limited common property which has been designated for the use of the section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

8.15 Limitation on liability of executive member

8.15.1 An executive 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 executive.

8.15.2 Subsection 8.15.1 does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.

8.16 Consents

Any consent, approval or permission given under these bylaws by the executive of a section shall be revocable at any time upon reasonable notice.

9. GENERAL BYLAWS

9.1 Use of property - General

An owner, tenant or occupant must not use, or permit to be used, a strata lot, the common property or common assets in a way that

- (a) causes a nuisance, disturbance or hazard to another person,
- (b) causes unreasonable or repetitive noise,
- (c) interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal or constitutes a breach of applicable municipal bylaws, permits issued for the strata lot or the Hotel (defined in bylaw 9.4) or encumbrances registered against title to the strata lot or the common property,
- (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,
- (f) the right to use and the occupation of the strata lot is on the basis of a time share agreement whereby the use of the strata lot is permitted for or limited to a particular period of time in any calendar year.

9.2 Use of property — Hotel Strata Lots

Without limiting the generality of bylaw 9.1, an owner, tenant or occupant of a Hotel Strata Lot shall not

- (a) make, cause or produce or permit any guest, agent or invitee of the owner, tenant or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere with any other owner, tenant or occupant,
- (b) use, or permit any guest, agent or invitee of the owner, tenant or occupant to use, any musical instrument, amplifier, sound reproduction equipment, communications receivers or transmitters or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant or the systems and equipment of any other owner, tenant or occupant,
- (c) obstruct or use, or permit any guest, agent or invitee of the owner, tenant or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property, or limited common property designated for the section of which such strata lot is apart, for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan, or limited common property designated for the section of which such strata lot is a part,
- (d) do, or permit any guest, agent or invitee of the owner, tenant or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof,
- (e) allow his or her strata lot to become unsanitary or a source of odour,

- (f) install, or permit any occupant of his or her strata lot or any guest, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his strata lot which are different in size or colour from those of the original building specifications or any general replacements therefor,
- (g) hang or display, or permit any guest, agent or invitee of the owner, tenant or occupant to hang or display, any articles from windows, balconies or other parts of the building so that they are visible from the outside of the building,
- (h) use or install, or permit any guest, agent or invitee of the owner, tenant or occupant use or install, in or about the strata lot any shades, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council,
- (i) erect on or fasten to, or permit any guest, agent or invitee of the owner, tenant or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto, except with the permission of the council,
- (j) place, or permit any guest, agent or invitee of the owner, tenant or occupant to place any planter boxes, hanging plants or baskets on any deck, patio or the balcony,
- (k) use or permit his or her strata lot to be used on a time share basis. For the purposes of this bylaw as time share shall mean the use and/or ownership of the strata lot by more than 2 owners where an individual owner or user is entitled to exclusive use of the strata lot for specified periods of time in any calendar year,
- (l) use or permit his or her strata lot to be used except in compliance with all covenants, charges, easements and restrictions registered against title to the strata lot and/or the common property of the strata corporation;
- (m) give, or permit any guest, agent or invitee of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than a tenant or an employee, contractor, occupant or guest of the strata lot permitted by these bylaws, or
- (n) 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 or the section of which the applicable strata lot is a part must repair and maintain under these bylaws or insure under the *Strata Property Act*.

9.3 Bicycles, storage and parking

- 9.3.1 Bicycles are not permitted in elevators, hallways or any other common areas. Bicycles must not be kept on balconies or patios, but must be stored within such storage area as may be prescribed by the council or executive of the applicable section and approved by the Manager. All bicycles must enter or exit the buildings by way of the vehicle entry to the parking garage only.

- 9.3.2 Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- 9.3.3 Skis, snowboards, other snow-sliding equipment, snow-shoes and other similar equipment are not permitted in any Hotel Strata Lot, but must be stored within such storage area as may be prescribed by the council or executive of the applicable section and approved by the Manager. Unless off-site ski and snowboard storage is provided, an owner of a Hotel Strata Lot may only store such equipment in the ski storage room designated as common property. The Manager will be entitled to impose a reasonable charge for such use in accordance with the Agreements (defined in bylaw 9.4).
- 9.3.4 An owner, tenant or occupant of a Hotel Strata Lot must
- (a) use, and cause any guest, agent or invitee to use, parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or for the storage of any other item, unless otherwise approved in writing by the council,
 - (b) not use, or permit any guest, agent or invitee, any parking stall on the common property, any limited common property or comprising a common asset, except a parking space which has been allocated by their use by the Manager when they are staying in their strata lot,
 - (c) not carry out, or permit any guest, agent or invitee to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency,
 - (d) not rent or lease any parking space designated for the use of his or her strata lot to or otherwise permit that parking space to be used by anyone that is not a resident of the building,
 - (e) not park, or permit any guest, agent or invitee to park, any vehicle in a manner which will reduce the width of the drive aisles or ramps or on the common property or on any limited common property, or
 - (f) not use or permit any guest, agent or invitee to use, any part of the common property for storage, without the written consent of the council.

9.4 Use of Common Property and Common Facilities

The hotel in which the strata lots are located (the "Hotel") is a condominium hotel project and the Hotel Strata Lots and certain rights of the owners of the Hotel Strata Lots to the common property and common facilities are subject to an Easement Agreement registered in the Land Title Office under BX601191 and a Restrictive Covenant registered under

number BX601187 (collectively, the "Agreements") in favour of the owner of the Management Strata Lot (the "Manager") for the mutual benefit of all owners. The Manager and its employees, agents, contractors and permittees and all guests (the "Guests") of the hotel shall at all times have access to and use of all portions of the common property and common facilities as are reasonably required by the Manager for the operation and enjoyment of the hotel from time to time, as determined by the Manager, acting reasonably, including, without limitation, the parking garage and parking stalls (whether or not subject to an easement), all common areas and common facilities within the building (including, without limitation, the swimming pool, hot tubs, exercise room and all other common recreational facilities, laundry rooms, storage lockers, storage rooms, closets and ski storage areas). The Manager shall be entitled to set up and maintain within the common property any works and facilities as are reasonably required by the Manager in connection with the operation of the hotel, including, without limitation, signage, a concierge desk, automatic bank teller machines, coin or bill operated vending machines, in-suite movie, video game or internet access systems, satellite television systems (including exterior mounted satellite dishes), exterior mounted cellular antennae and telephone systems. All bylaws and rules of the strata corporation shall be consistent with the operation and maintenance of the Hotel in accordance with the standards of a First Class Hotel and otherwise as contemplated in the Agreements so that they will not impair, interfere with or adversely affect such operation. In the event of any conflict or inconsistency between the provisions of the bylaws and rules of the strata corporation and the provisions of the Agreements, then the provisions of the Agreements will govern to the extent of such conflict or inconsistency. In addition and notwithstanding anything to the contrary contained in the bylaws or rules of the strata corporation, the owners will not do any act or thing and shall cause the strata corporation to refrain from doing any act or thing which may impair, interfere with or limit the ability of the Manager to operate or maintain the Hotel in accordance with the standards of a First Class Hotel and otherwise as contemplated in the Agreements. This bylaw 9.4 may not be amended, modified, rescinded, repealed or replaced except by unanimous resolution of the strata corporation.

9.5 Insurance

The Manager is authorized to take out and maintain on behalf of the strata corporation such property, liability and other insurance, in such amounts, as the Manager may deem necessary or appropriate and in accordance with the usual practice of a First Class Hotel, provided it shall at least satisfy the insurance obligations of the strata corporation pursuant to the *Strata Property Act*. The cost of any such insurance will be a common expense.

9.6 Strata Management Agreements

All agreements for the provision of strata management services to the strata corporation or a section shall be made on terms and conditions acceptable to the Manager, acting reasonably, and with a property manager acceptable to the Manager, acting reasonably. No section shall retain a property manager for the provision of strata management services which is different from the property manager retained by the strata corporation. The Strata Corporation must engage the Manager to provide or arrange for common area cleaning to ensure compliance with the standards of a First Class Hotel provided the cost is comparable to the rates chargeable in the market for a comparable level of service provided by third party service providers at arm's

length to the Manager. This bylaw 9.6 may not be amended, modified, rescinded, repealed or replaced except by unanimous resolution of the strata corporation.

9.7 Selling of strata lots

An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except in an area which is designated by the council for such purpose.

9.8 Pets – Hotel Strata Lots

An owner, tenant or occupant of a Hotel Strata Lot may bring pets into its Hotel Strata Lot and parts of the common property subject to the following:

- (a) the owner, tenant or occupant must register its pet with the Manager prior to bringing the pet onto any part of the common property or any Strata Lot;
- (b) the owner, tenant or occupant must pay a reasonable fee to cover the extra cleaning costs associated with pets. This fee will be consistent with fees charged by other first class hotels in Whistler;
- (c) no pets are allowed in the common property pool, pool deck, hot tub, hot tub deck, health club or locker room areas or other similar recreational areas designated by the council from time to time;
- (d) the owner, tenant or occupant will be fully responsible for the pet's behaviour while the pet is in any Strata Lot or the common property and must leash, carry or otherwise have control of the pet when it is on the common property;
- (e) the owner, tenant or occupant will be fully responsible for the clean-up and any damage caused by its pet while in any Strata Lot or the common property;
- (f) no pet which stands more than 36" tall (measured from shoulder to ground) or weighs more than 60 pounds will be allowed in any Strata Lot or the common property except with the express prior written permission of the council or Manager, in their sole discretion;
- (g) no exotic animals (for example, snakes, rodents, reptiles) will be allowed in any Strata Lot or the common property;
- (h) notwithstanding anything set out above in this bylaw, council may, from time to time, impose new or amended limits on the number, size and/or species of pets permitted in a Hotel Strata Lot or the common property. The council will inform owners of any new or amended limits within a reasonable time of imposing them by posting a notice on such parts of the common property as council sees fit; and
- (i) notwithstanding anything set out above in this bylaw, the owner, tenant or occupant must not keep any pet or animal of any kind in any Strata Lot or the

common property after a warning notice is given by the council to the owner, tenant or occupant that the pet, in council's opinion is creating a nuisance.

10. BYLAW RESTRICTIONS

10.1 Bylaw Restrictions

Neither the strata corporation nor a section will act or pass any bylaw or rule which

- (a) would have the effect of prohibiting, preventing or impairing any owner, tenant or occupant of any Management Strata Lot from fully utilizing the strata lot for commercial purposes in accordance with the applicable zoning bylaws and rules and regulations of the Resort Municipality of Whistler in effect from time to time or encumbrances registered against title to the applicable strata lot,
- (b) restrict the hours of operation of any business carried on within any Management Strata Lot,
- (c) restrict access by the owner, tenant or occupant of a strata lot, or any guest, employee, customer, agent or invitee of an owner, tenant or occupant, to or from the strata lot across common property or limited common property designated for the section of which the strata lot is a part, unless such bylaw or rule also applies to the owners, tenants and occupants, and their respective guests, employees, customers, agents and invitees of owners, tenants and occupants, of all strata lots in the strata corporation or the section, or
- (d) prohibit, prevent or impair the ability of an owner, tenant or occupant of any Management Strata Lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of the strata lot.

11. VOLUNTARY DISPUTE RESOLUTION

11.1 Voluntary dispute resolution

11.1.1 A dispute among owners, tenants, occupants, 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 *Strata Property Act*, the regulations, the bylaws or the rules.

11.1.2 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.

11.1.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.