

8498
BYLAWS - 8488 PLAZA

The bylaws of the strata corporation of the strata plan being deposited herewith,
PID : _____, shall be the following:

SECTION I

DEFINITIONS

- 1.1 In these By-Laws, the term "Building" means the buildings shown on the strata plan and in relation to a strata lot the building shown on the strata plan in which the strata lot is located.
- 1.2 Terms used within these By-Laws and not specifically defined have the same meaning as those words defined in the *Strata Property Act*, 1998, S.B.C. Chapter 43 as amended from time to time.

SECTION 2

DUTIES OF OWNERS AND TENANTS

- 2.1 A strata lot owner or tenant must:
- (a) Permit the Strata Corporation and its agents, at all reasonable times on 48 hours notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the strata lot and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or for the purpose of ensuring the By-Laws are observed;
 - (b) promptly carry out all work ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the Building generally, and pay all assessments payable in respect of his strata lot;
 - (c) maintain his strata lot and any area allocated to his exclusive use in a clean orderly and sanitary condition, keep clean the inside of all glass doors and windows of the strata lot and repair or replace any cracked or broken glass windows, glass doors or other doors of ingress or egress in or attached to the strata lot at his expense;

- (d) prevent his tenants, employees or invitees from doing anything which could damage the Building or its reputation or could injure or annoy other strata lot owners, their tenants, employees and invitees;
- (e) use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their tenants, employees, and invitees;
- (f) not use, or permit his strata lot to be used in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a strata lot, whether an owner or not, or his tenants, employees, or invitees;
- (g) keep the area in front of and behind his strata lot clean of all garbage and other unsightly material including wood, metals, boxes, machines and equipment and keep any garbage refuse containers within the interior of the strata lot;
- (h) not nor permit his tenants, employees or invitees from depositing refuse and garbage outside his strata lot other than in containers specified by the Strata Corporation;
- (i) notify the Strata Corporation promptly of any change of occupancy, ownership or of any mortgage or other dealing in connection with his strata lot;
- (j) comply strictly with these By-Laws, and all other By-Laws of the Strata Corporation, and with rules and regulations adopted by the Strata Corporation from time to time;
- (k) not without first obtaining the written consent of the Strata Council:
 - (i) change or in any way alter the appearance of any of the surfaces of the outside of the Building or his strata lot, including the roof, any inside or outside windows, including without limitation installation of air conditioners or other appliances, signs, advertisements, flags or any other structures or substances. Erect or hang over or outside any door of a strata lot or on the common property, awnings, shades or screens without the consent in writing of the Strata Council. No television antenna or similar structures or appurtenances thereto shall be erected on or fastened to any unit except in connection with the requirement of their business if authorized by the Strata Council. Awnings shall match in color the existing trim used on the buildings, the shape and material to be determined by the Council of Owners.

- (ii) commence any structural alteration to the Building or his strata lot;
 - (iii) paint, decorate, or in any way affect the exterior appearance of the Building or his strata lot; or
 - (iv) alter the plumbing, wiring, or other services on his strata lot or within any bearing or partywall or the common property;
- (l) not make any improvements or alterations to his strata lot except in accordance with the following restrictions:
- (i) prior to any improvements or alterations being made, the owner or tenant must:
 - (A) provide the Strata Corporation with detailed plans, sketches or blue prints and any other plans, documents or permits (that the Strata Corporation deems necessary or appropriate to review, in its sole discretion) for such improvements or alterations, illustrating such improvements or alterations in sufficient detail, copies of which shall be retained by the Strata Corporation for its records; and
 - (B) obtain all necessary permits as required by any governmental authorities having jurisdiction;
 - (ii) the owner or tenant shall not, in any circumstances, make any alterations, structural or otherwise, which alters the common property;
 - (iii) the owner or tenant shall promptly pay all outstanding accounts of all parties who may be entitled to place a builder's lien or other charge against his strata lot or any interest in any part of the common property or other assets of the Strata Corporation;
 - (iv) the owner or tenant shall be responsible for all damage to his strata lot and to the common property caused by the owner or tenant or their employees or invitees. The owner or tenant shall promptly reimburse the Strata Corporation for the costs of remedying any such damage, and shall indemnify and save the Strata Corporation harmless from all costs and liability in connection therewith or suffered by the Strata Corporation in restoring his strata lot or the common property to the condition existing before possession of the strata lot was granted to the strata lot owner.
 - (v) the owner or tenant, where an exterior change has been made, will accept responsibility for any subsequent roof leak which can be attributed to the

exterior change and any other subsequent damage to the said strata lot, or adjacent strata lots which can be attributed to the exterior change.

- (vi) Any alterations or addition made by an owner without the approval as required above may be resorted or removed by the Strata Council or its duly authorized representative and any costs incurred by the Strata Council as result thereof shall be assessed against his/her strata lot and become due and payable on the 1st of the month following the assessment.

PROVIDED that nothing herein shall prevent an owner or tenant from making improvements or alterations to the inside of his strata lot which the owner or tenant, in his sole discretion considers necessary or advisable, PROVIDED that such improvements or alterations do not affect any structural components of the Building;

- (m) not use his strata lot or permit it to be used in any manner or for any purpose that will cause any insurance maintained by the Strata Corporation to be cancelled or declined or the premium for such insurance to be increased;
- (n) pay to the Strata Corporation when due all strata fees levied or assessed against his strata lot together with interest at 10% per annum over that rate which is equal to the Prime Bank Rate of interest expressed as an annual rate quoted or published by the Royal Bank of Canada as the reference rate of interest from time to time (commonly known as "Prime") for the purpose of determining the rate of interest that it charges to its commercial customers for loans in Canadian Funds from the date due until payment;
- (o) if requested by the Strata Corporation, deliver twelve (12) post dated cheques in respect of the monthly strata fees payable to the Strata Corporation in respect of his strata lot, for the next twelve (12) months or, if requested by the Strata Corporation execute and deliver a bank account debit agreement in favour of the Strata Corporation in respect of the monthly strata fees payable to the Strata Corporation in respect of his strata lot;
- (p) not use any common areas for the storage of belongings or other goods and chattels except with the written consent of the Strata Corporation;
- (q) not erect, paint, display, maintain, alter, change or remove advertising signs on his strata lot's exterior and interior surfaces visible from outside his strata lot, or on the common property except as approved in writing by the Strata Corporation and consistent with the design standards adopted by the Strata Corporation and approved by the City of Surrey;

- (r) not use or permit his strata lot to be used for a purpose other than for a purpose permitted under the applicable by-laws of the City of Surrey, provided that in no case shall an owner or tenant use or permit his strata lot to be used for any of the following businesses or purposes:
- (i) any purpose which may be illegal or injurious to the reputation of the Strata Corporation;
 - (ii) any business in the nature of automotive repair or automotive paint or body shop, including heavy duty truck repairs;
 - (iii) any purpose in the nature of meat, poultry or fish processing;
 - (iv) any purpose in connection with a mortuary or crematorium or then handling, disposal or burial of human or animal remains;
 - (v) any purpose which may result in the release of toxic wastes or other pollutants;
 - (vi) any purpose which constitutes an offensive trade as defined by the *Health Act*;
 - (vii) any purpose in connection with the sale, repair and rental of heavy equipment;
 - (viii) any purpose in connection with refining, rendering, distillation and fermentation of fats or oil;
 - (ix) any purpose in connection with the manufacture of synthetic fibers or tanning of leather;
 - (x) any purpose in connection with the storage and sale of fuel;
 - (xi) any purpose in connection with the manufacture of industrial metal products;
 - (xii) any purpose which deals with pornographic material in any manner whatsoever;
 - (xiii) any purpose in connection with the operation of an amusement arcade;
 - (xiv) any purpose which is a nuisance or is offensive by release of smoke, vibration, smell, toxic fumes, electrical or electronic interference, noise or

otherwise to the Strata Corporation or any other owners or their tenants, employees and invitees;

- (xvi) Blacksmith Shop;
 - (xvii) manufacture, storage or application of fiberglass or fiberglass products;
 - (xviii) manufacture, storage or application of paint for paint products;
 - (xviii) manufacture of chemicals;
 - (xx) restaurant, except coffee shops where the primary business is selling coffee/tea and hot/cold non-alcoholic beverages;
 - (xxi) cannabis shop;
 - (xxii) government office; **What's the problem with this?**
 - (xxiii) kindergarten, preschool, school including vocational or trade;
Why not kindergarten and preschool?
 - (xxiv) church or assembly hall;
 - (xxv) pay-day loan business;
 - (xxvi) convenience store.
- (s) not bring or keep any animals on his strata lot or the common property except with the written consent of the Strata Corporation and subject to the terms and conditions set out in the consent.
 - (t) not install any signage on the exterior of the building other than channel letter signage and only with the written consent and approval of the Strata Corporation.
 - (u) not to leases or sublease portions of the strata lot or for multiple businesses operating from the strata lot without the written consent of the Strata Corporation, which consent shall be at the sole discretion of the Strata Corporation.
 - (v) not operate the following business without the written consent of the Strata Corporation, which consent shall be at the sole discretion of the Strata Corporation:
 - (i) a store selling beer, wine and liquors; provided that the Strata Corporation shall not authorize more than one such business.

- (ii) a coffee shop or bakery, provided that the Strata Corporation shall not authorize more than one such business.
- (w) not to permit any owner/tenant to carry on a business which is identical or similar to any business which is existing or currently being carried on in the Building. For clarity, no competing business can occupy two or more different units.

SECTION 3

POWERS AND DUTIES OF THE STRATA CORPORATION

3.1 The Strata Corporation must:

- (a) control, manage and administer the common property, common facilities or other assets of the Strata Corporation for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators and other apparatus and equipment used in connection with the common property, common facilities or other assets of the Strata Corporation;
- (c) maintain the common property, both internal and external, including lawns, gardens, parking and storage areas, public halls, lobbies and mechanical and electrical rooms;
- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes, ducts, walls and structures for the time being existing on the strata plan and capable of being used in connection with the enjoyment of more than one strata lot or common property;
- (e) maintain and repair the exterior of the Building, excluding windows and doors included in a strata lot, but including the decorating of the whole of the exterior of the Building;
- (f) collect and receive strata fees levied by the Strata Corporation and deposit the same with a chartered bank, trust company or credit union;
- (g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Strata Corporation;
- (h) do all things necessary for the enforcement of the by-laws and the rules and regulations of the Strata Corporation, and for the control, management and administration of the common property, common facilities or other assets of the

Strata Corporation, including removing privileges for the use of common property or common facilities or fixing and collecting fines for contravention of the by laws, rules and regulations;

- (i) subject to the *Strata Property Act*, levy the contingency reserve fund which shall be 10% of the total annual budget of the Strata Corporation until the contingency reserve fund reaches an amount which is equal or greater than 25% of the average yearly expenditures of the Strata Corporation and thereafter determine the levy from time to time and over a period of time as the Strata Corporation thinks fit.
- (j) not to permit any strata unit owner or tenant to operate its business no later than 9:00 pm each day except during the period from May 1 to September 30 which will be extended to 10:00 p.m. each day.

3.2 The Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the Strata Corporation;
- (b) borrow up to the principal sum of \$25,000.00 per annum or, in excess of the principal sum of \$25,000.00 per annum if authorized by a resolution passed by a 3/4 vote, if required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid strata fees or a portion thereof, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the operating fund or in the contingency reserve fund;
- (e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- (f) grant an owner the right to exclusive use and enjoyment of common property, or common assets or special privileges in respect of the same, the grant to be determinable on reasonable notice, unless the Strata Corporation, by unanimous resolution, otherwise resolves;
- (g) designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;

- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Strata Corporation;
- (i) engage legal, accounting, management, security and other professional services as may be required for the Strata Corporation to perform its duties and exercise its powers;
- (j) join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of the common expenses;
- (k) remove any unauthorized or illegally parked vehicles from common or limited common property without prior notice.

3.3 Assessment Payments:

- (a) Monthly assessment payments are due and payable on the first day of each month.
- (b) Payments not received within fifteen (15) days of the due date will be assessed a late penalty of \$25.00 for the first fifteen (15) days and each successive thirty days thereafter.
- (c) After ninety (90) days if the strata lot remains in arrears a lien will be placed against the property title, at the owner's expense, for the total monies due including all legal and other expenses.

SECTION 4

STRATA COUNCIL - GENERAL

- 4.1 The Strata Council must have at least three (3) and not more than seven (7) members.
- 4.2 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.
- 4.3 A person whose term as Strata Council member is ending is eligible for re-election.
- 4.4 Unless all of the strata lot owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members.

4.5 After removing a Strata Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

4.6 If a Strata Council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.

4.7 A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.

4.8 The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.

4.9 If all of the members of the Strata Council resign or are unwilling or unable to act for a period of two (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 Strata Council by complying with the provisions of the *Strata Property Act*, the regulations made pursuant to the Strata Property Act and these By-Laws respecting the calling and holding of meetings.

4.10 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.

4.11 A person may hold more than one (1) office at a time, other than the offices of President and Vice-President.

4.12 The Vice-President has the powers and duties of the President:

- (a) while the President is absent or is unwilling to or unable to act; or
- (b) for the remainder of the President's term, if the President ceases to hold office.

4.13 If an officer, other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

4.14 The Strata Council shall determine, from time to time, which officer or officers shall sign cheques, drafts or other documents on behalf of the Strata Corporation and may authorize a third party to sign cheques, drafts or other documents on behalf of the Strata Corporation, with or without a co-signature from an officer of the Strata Corporation.

4.15 Any Strata Council member may call a Strata Council meeting by giving the other

Strata Council members at least one (1) weeks' written notice of the meeting, specifying the reason for calling the meeting.

4.16 A Strata Council meeting may be held on less than one (1) weeks' notice if:

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

4.17 The Strata Council must inform owners about a Strata Council meeting as soon as possible after the meeting has been called.

4.18 By application in writing, stating the reasons for the request, an owner or tenant may request a hearing at a Strata Council meeting. If a hearing is requested, a Strata Council must hold a meeting to hear the applicant within two (2) weeks of the request. If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one (1) week of the hearing.

4.19 A quorum of the Strata Council is:

- (a) two (2), if the Strata Council consists of 3 or 4 more members;
- (b) three (3), if the Strata Council consists of 5 or 6 members; and
- (c) four (4), if the Strata Council consists of 7 members.

4.20 Strata Council members must be present in person at the Strata Council meeting to be counted in establishing a quorum.

4.21 At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other. If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

4.22 Owners may attend Strata Council meetings as observers, provided that no observer may attend those portions of a Strata Council meeting that deal with any of the following:

- (a) by-law contravention hearings under Section 135 of the Act; and
- (b) any other matter if the presence of observers would in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

4.23 At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting. If there is a tie vote, the President may break the tie by casting a second, deciding vote. The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

4.24 The Strata Council must inform owners of the minutes of all Strata Council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

4.25 Subject to Section 4.26 and 4.28, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council, and may revoke the delegation.

4.26 The Strata 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 sub-section 4.30.

4.27 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.

4.28 The Strata Council may not delegate its powers to determine, based on the facts of a particular case:

- (a) whether a person has contravened a by-law 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 common property or a common asset.

4.29 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 By-Laws, provided that a Strata Council 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.

4.30 A Strata Council member is not personally liable for any act done in carrying out his duties as a member of the Strata Council provided that the member has:

- (a) acted honestly and in good faith with a view to the best interests of the Strata Corporation; and
- (b) exercised the care, diligence and skill of a reasonably prudent person in comparable circumstances.

4.31 Sub-section 4.32 does not affect a Strata Council member's liability, as an owner, for a Judgment against the Strata Corporation.

4.32 All acts done in good faith by the Strata Council are, notwithstanding it is afterwards discovered there was some defect in the appointment or continuance in office of a member of the Strata Council, as valid as if the member had been duly appointed or had duly continued in office.

SECTION 5

ENFORCEMENT OF BY-LAWS, RULES AND REGULATIONS

5.1 The Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$200.00 for each contravention of a by-law of the Strata Corporation; and
- (b) \$50.00 for each contravention of a rule or regulation of the Strata Corporation,

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

5.2 A fine imposed by the Strata Corporation on an owner or tenant shall be added to and become a part of the strata fees payable by the owner for the month next following the date on which the fine was imposed and will become due and payable on the date the payment of the monthly strata fee is due.

5.3 A contravention of a by-law or any rule or regulation on the part of an owner or his tenant, or their employees or invitees may be corrected, remedied or cured by the Strata Corporation. Any costs or expenses so incurred by the Strata Corporation will be charged to the owner and will be

added to and become a part of the strata fees payable by that owner for the month next following the date on which the costs or expenses are incurred and will become due and payable on the date the payment of the monthly strata fee is due. The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of any act or omission by the owner, his tenants, or their employees or invitees or any contravention of these by-laws or any rules or regulations established under them.

5.4 The Strata Corporation may commence legal proceedings against an owner or tenant, their employees and invitees and each of them, responsible for a contravention of these by-laws or the rules and regulations established under them:

- (a) to recover damages sustained by the Strata Corporation by reason of such contravention;
- (b) to recover any fines imposed by the Strata Corporation on the owner and tenant by reason of such contravention; and
- (c) to prevent a continuation or re-occurrence of such contravention.

5.5 In the event that the Strata Corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the strata Corporation from the expense of a contractor(s) attending the building and/or from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that strata lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.

5.6. An Owner/Tenant, their employee or guests, shall not damage and shall not do or permit anything to be done, including placing chairs, tables or other objects on the lawns and grounds, that may cause damage or prevent growth of trees, plants, bushes, shrubs, flowers or lawn or prevent/interfere with the cutting of the lawns or the maintenance of the grounds generally, except in such places and/or manner approved by the Strata Council.

5.7 No Owner/Tenant of the strata lot or guest shall do anything on common property to damage any physical improvements thereto and facilitates therein including parking spaces, roof, lighting, utility rooms, retaining walls, fences and landscaping. Owners will be liable for damage to the Strata Corporation assets and common property by their employees, visitors, tenants and pets.

5.8 No Owner/Tenant of the strata lot shall walk on the roof of the building.

SECTION 6

ANNUAL AND SPECIAL GENERAL MEETINGS

6.1 Annual and special general meetings must be chaired by the President of the Strata Council. If the President of the Strata Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Strata Council.

6.2 If neither the President nor the Vice-President of the Strata Council is willing or able to chair 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.

6.3 At an annual or special general meeting, voting cards must be issued to eligible voters and a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

6.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by role call, secret ballot or some other method.

6.5 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.

6.6 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.

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

6.8 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 Strata 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 or regulations made by the Strata Corporation under Section 125 of the *Strata Property Act*;
- (j) report on insurance coverage in accordance with Section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with Section 103 of the *Strata Property Act*, if the business is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under Section 45 of the *Strata Property Act*;
- (m) elect a Strata Council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

6.9 25% of eligible voters present in person or by proxy constitutes a quorum at annual or special general meetings. If within 1/2 hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same time and place. If at the adjourned annual or special general meeting a quorum is not present within 1/2 hour from the time appointed for the meeting, then the eligible voters present constitutes a quorum. Save as herein provided, no business will be transacted at an annual or special general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.

6.10 An instrument appointing a proxy must be in writing signed by the appointer or his attorney and may be for either an annual or special general meeting. A proxy need not be an owner.

SECTION 7

NOTICES

7.1 Unless otherwise specifically stated in these By-Laws, delivery of any notice required to be given under the *Strata Property Act* or under these By-Laws will be sufficiently given if mailed to the owner at the address of his strata lot or if left with him or an adult person at that address.

7.2 A notice given by post will be deemed to have been given 48 hours after it is posted.

7.3 An owner may at any time in writing advise the Strata Corporation of a change of address for the giving of notice and thereafter the address specified will be deemed to be the address of the owner for the giving of notices.

7.4 The word "notice" will include any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.

SECTION 8

OWNER DEVELOPER

8.1 Until the owner developer has conveyed all of the strata lots it shall be entitled to maintain a sales office and/or display units within the Building, whether such strata lot or lots are owned or leased by the owner developer and the owner developer and its agents, employees and invitees. shall have an easement for access to such strata lots at all reasonable times. The owner developer shall have the further right to place signs on the common property and on the Building for the purposes of selling or leasing any unsold strata lots.

SECTION 9

NAME OF STRATA DEVELOPMENT

9.1 The name of the strata plan shall be "8496 8488 PLAZA " and all signage installed by the owner developer shall remain in the place and be maintained and repaired by the Strata Corporation to the same standards as other common property. The name "8488 PLAZA" shall only be changed by unanimous vote. 8496

SECTION 10

PARKING

10.1 The Strata Corporation may assign to each owner a portion of the common property consisting of a parking space or spaces for the sole use of the owner, his tenants, employees or invitees. Each strata lot shall be assigned parking spaces as determined by the Strata Corporation, the location of which shall be selected by the Strata Corporation in its sole discretion and shall be subject to change from time to time by the Strata Corporation, provided that in making any changes the Strata Corporation will not unfairly or unreasonably discriminate against any owner or tenant.

10.2 No motor vehicle shall be driven or parked on any part of the common property other than on a driveway or parking space.

10.3 No motor vehicle, house trailer, tent trailer, boat trailer or other trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common property, other than as permitted by the Strata Corporation in writing.

10.4 No repairs or adjustments to motor vehicles or automobiles may be carried out on the common property,

10.5 A private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located on the common property, driveways, or parking spaces assigned to owners, their tenants, employees or invitees.

10.6 An owner shall not permit his tenants, employees or invitees to park their motor vehicles anywhere on the common property except in the area designated by the Strata Corporation for such parking, if any, or in those spaces designated for the owner's exclusive use.

10.7 The owner shall not:

- (a) use the common property or any portion thereof including any portion of the common property subject to an exclusive use agreement for the storage of vehicles other than a service vehicles (which shall mean a vehicle used in the regular operation of an owner's business), storage of vehicle parts, storage of inventory of any kind, or storage of waste material of any kind.
- (b) Park any vehicle which is not insured for third party liability or any vehicle which is inoperable.
- (c) not exceed the posted speed limit of 10 K.P.H. on Strata Corporation Property.

SECTION 11

LEASING OF STRATA LOT

11.1 After a strata lot has been sold by the owner developer and the owner wishes to lease or rent his strata lot he shall furnish to the Strata Corporation an undertaking, in form satisfactory to the Strata Corporation, signed by the proposed tenant or occupant, that the proposed tenant or occupant of the strata lot will comply with the provisions of the *Strata Property Act* and the bylaws and the rules and regulations of the Strata Corporation. The owner shall not be released of any of its obligations and shall be jointly and severally liable with the proposed tenant or occupant with respect to such obligations.

DATED at the City of Surrey , British Columbia, this _____ day of _____, 2020

by its authorized signatory:

Name:

Name: