

19 JUL 2006 14 30 Strata Property Act BA193426

Form I

AMENDMENT TO BYLAWS

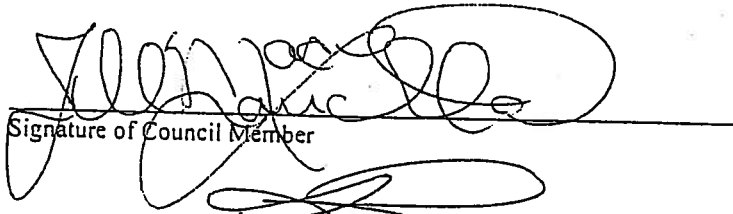
(Section 128)

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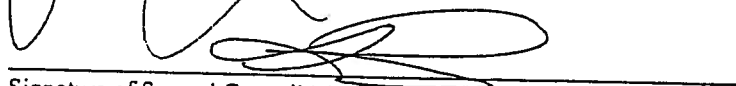
The Owners, Strata Plan VR1581 [the registration number of the strata plan] certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on July 06, 2006 [month day, year]:

[wording of bylaw amendment]

See Attached.



Signature of Council Member



Signature of Second Council Member (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

Policy and Procedures for Floor Covering Alterations

- 7.1 (j) Hard surface flooring (i.e. hardwood, laminate, wood flooring, tiles, etc.) will be allowed over another strata unit only upon acceptance of the Floor Covering Indemnity and the Schedule "A" between the Owner(s) and the Strata Council

SCHEDULE "A"

POLICY & PROCEDURES FOR FLOOR COVERING ALTERATIONS

General

As the sound transfer from suites can be affected by the installation of hardwood and laminate flooring, the Strata Council requires a review of the proposed alteration to flooring prior to the initiation of such a change, except for wall to wall carpet replacement.

Procedure

Bylaw 7.2

"Owners of Apartments wishing to replace carpeting or tile with hardwood flooring must use make application to the Strata Council as follows:

1. The Owner(s) shall apply in writing to the Strata Council requesting permission to alter the floor covering and submit to the corporation the proposed sound-dampening underlay specifications. The Proposal must include documentation showing a minimum IIC rating of 60 or a minimum FIIC rating of 58. The Owner shall ensure that the installation of the flooring adheres to the manufacturer's specifications for installation.
2. Within Fourteen days (14) of receipt of the application, the Strata Council shall meet to consider same, and if the proposed floor covering complies with the requirements of the Strata Corporation, then the application shall not be unreasonably withheld.
3. The Strata Council shall, upon receipt of the application, provide the Strata Lot Owner(s) written confirmation together with necessary copies of a "FLOOR COVERING INDEMNITY DOCUMENT" for Owner(s) signature.
4. Prior to proceeding with the floor alteration, the Strata Lot Owner(s) shall provide to the Strata Council an executed copy of the "FLOOR COVERING INDEMNITY DOCUMENT" noted in (3) above.
5. Should a noise complaint arise due to the floor alteration, the Strata Corporation reserves the right to inspect and verify that the agreement was properly adhered to. If the owner did not adhere to the agreement the Strata Corporation will have the right to levy fines as provided for in Bylaws 27.1 and 27.2, and Bylaw 28.1 until the installation is properly completed as per the original agreement.

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Professional Property Managers

Description of Terms

Impact Insulation Classification (TIC) and Field Impact Classification (FTIC) are accepted standard flooring industry terms describing the level of sound dampening provided by a floor underlay product.

IIC testing is done in a lab, while FTIC testing is done on a floor in an actual building. Typically the IIC will be approximately Two (2) points higher than the FTIC for the same product and conditions.

All or most higher quality underlay will have this rating provided. While there may be products that have not been rated but which the Owner considers suitable, it is not unreasonable for council to require this rating in order to accept the proposed underlay as there is no other standard objective measure available to our knowledge.

Sound Transmission Class (STC) rating describes sound transmission within the room, not between floors and is not a substitute for the TIC rating.

The IIC level chosen here as a minimum standard reflects a high but reasonable level of sound dampening, and there are a range of suitable products available.

Owners on the 2nd and 3rd floors are reminded that the floor is constructed of approximately 1 Y2 inch concrete layer over wood beams and joists and contains plumbing. Therefore floors must not be nailed down as nails may damage pipes, but must be installed as a floating floor.

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Professional Property Managers

FLOOR COVERING INDEMNITY

BETWEEN:

_____ of Suite # _____, VR - 1581
_____, 877 West 7th Ave., Vancouver, BC in the Corporation of the City of
Vancouver

(the "Owner")

AND:

The Owners, Strata Plan VR 1581 under the *Strata Property Act*, S.B.C.
1998, c. 43, as amended, having an address c/o at #201-2107 West 40th
Ave., in the city of Vancouver, in the province of British Columbia;

(the "Strata
Corporation")

WHEREAS:

- A. The Owner is the registered Owner of Strata Lot
(the "Unit"), described as Strata Plan VR 1581.
- B. The Owner has requested permission to alter the floor coverings in the
Unit in accordance with Bylaw 7.2 following the policy and procedure
guidelines attached hereto as Schedule "A";
- C. The Strata Corporation has adopted specifications for the
installation of hard surface flooring
- D. The Strata Corporation approves the installation of hard surface flooring
in the Unit upon and subject to the terms and conditions contained in this
Agreement, and that the Owner execute and deliver this Indemnity to' the
Corporation.

THEREFORE in consideration of the Corporation's approval of the Owner's request to alter the floor coverings in the Unit and other good and valuable consideration (the sufficiency and receipt of which is acknowledged by the parties hereto), the Owner hereby agrees as follows;

- 1. The alteration of the floor coverings in the Unit shall be done in accordance with the design, plans and specifications approved by the Corporation or its duly authorized representatives;**
- 2. All work and materials necessary for the alteration of the floor coverings in the Unit shall be at the sole expense of the Owner;**
- 3. The Owner or any subsequent owner of the Unit who receives the benefit of the altered floor coverings shall, for so long as he or she remains the owner of the Unit, be responsible for all present and future maintenance, repairs or replacements, increases in insurance, taxes or other expenses, damage suffered or costs incurred by the Corporation as a result, directly or indirectly, of the alterations to the floor coverings in the Unit. In the event, the hard surface flooring suffers damage, the Owner and any subsequent owner of the Unit agrees to pay all costs and expenses, not covered by the proceeds of any insurance policy, to repair or replace such hard surface flooring, unless the damage was caused by the Strata Corporation's act, omission or negligence.**
- 4. The Owner and any subsequent owner of the Unit shall indemnify and hold harmless the Strata Corporation, its council members, employees and agents from any and all claims, demands, actions, causes of action, damages, interest, costs, and expenses of whatsoever kind and howsoever arising during the time that he or she is an owner, in any way resulting from, arising from, or related to the alteration of the floor coverings in the Unit. Any costs or expenses incurred by the Strata Corporation as the results of such claims or demands will be the responsibility of the Owner and the said costs and expenses incurred will be charged to the Owner and shall be added to the strata fees payable in respect of the Unit for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation and will be due and payable on the due date for the payment of monthly strata fees for the Unit.**

As a condition of the approval of the Strata Corporation to alteration of floor coverings by the Owner, the Owner agrees to comply with the specifications, policies and procedures contained in Schedule "A" which form part of this Agreement.

The benefit of this Agreement may not be assigned by the Owner except to the owner(s) from time to time of the Unit, each of whom will, upon becoming the owner of the Unit, be deemed to have assumed all of the obligations of the Owner hereunder.

The Owner agrees to deliver to any prospective purchaser of the Unit, a copy of this Agreement and to require that, as a term of any contract of purchase and sale in respect of the Unit, the purchaser agree to execute and to deliver to the Strata Corporation on the completion date, an agreement in the form of this Agreement and to be bound by the terms herein

The Owner hereby acknowledges receipt of a copy of this Agreement which constitutes the whole agreement between the Strata Corporation and the Owner.

The voiding of any part of this Agreement by judicial, legislative or administrative means will not void the remainder of this Agreement.

The waiver by the Strata Corporation of any failure by the Owner to conform to the provisions of this Agreement will not affect the Strata Corporation's rights in respect of any later failure.

If Owner is comprised of more than one person, all covenants, agreements and undertakings on the part of the Owner contained in this Agreement will be construed as both joint and several.

If an Owner executed the Indemnity, be sure to provide a copy of it with any request for a Form B – Information Certificate in respect of the Unit.

Executed at

, B.C., this day of

Year

Print Name:
Owner

Witness

#201 – 2107 West 40th Ave., Vancouver, B.C. V6M 1W4
Bus (604) 263 8800 Fax (604) 263 0864

SCHEDULE B

Rental Limitations

- (B)
- 47.1 The number of strata lots within the Strata Corporation that may be leased at any one time is limited to four (4).
 - 47.2 An owner wishing to lease a strata lot must apply in writing to the council for permission to lease before entering into a tenancy agreement.
 - 47.3 If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 47.1, the council may refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
 - 47.4 If the limit stated in bylaw 47.1 has not been reached at the time the owner applies for permission to lease a strata lot, the council shall grant permission and notify the owner of the same in writing as soon as possible.
 - 47.5 An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 47.1 The period of time for which a strata lot may be rented is a maximum of two (2) consecutive years..
 - 47.6 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
 - 47.7 Within two weeks of leasing a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act. Failure to do so will be cause for a \$50.00 per month fine against the strata owner until this document is provided to the strata corporation.
 - 47.8 Where an owner leases a strata lot in contravention of bylaws 47.1, 47.2 or 47.3, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.