BYLAWS

STRATA PLAN BCS528

"Domus"

1055 Homer Street

Vancouver, BC

NOTICE

The attached bylaws for Strata Plan BCS528 are in addition to those bylaws contained in the *Strata Property Act* of B.C. In addition to bylaws, there could also be "Rules and Regulations" which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

(Updated as at December 1, 2008)

BYLAWS
Strata Corporation BCS528
DOMUS - 1055 Homer Street, Vancouver, BC
Adopted December 7, 2004

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INTRODUCTION

These Bylaws should be read in conjunction with the Strata Property Act.

DIVISION 1 – DUTIES OF OWNERS, TENANTS, RESIDENTS, AND THEIR GUESTS

1. Payment of strata fees, special levies, fines, and other charges

(1) An owner must pay strata fees on or before the 1st day of the month to which the strata fees relate. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.

(2) An owner must pay special levies that have been passed at either an Annual General Meeting or a Special General Meeting on the date in the resolution authorizing the levy. Special levies not received by the 10th day after they are due are subject to a 10% per annum interest penalty compounded annually until paid.

(3) An owner must pay fines or other charges, including those resulting from Bylaw infractions, within 7 days of the written issuance of the fine or charge, except for charges pursuant to Bylaw 2(3), which must be paid within 60 days of the written issuance of the charge.

(4) Monies received from owners will first be applied against any outstanding fines, late penalties, or other charges, including but not limited to charges pursuant to Bylaw 2(3) and/or charges resulting from Bylaw infractions, and secondly to strata fees or special levies due.

(5) When arrears of strata fees or special levies exceed two monthly payments, a lien will be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.

2. Repair and maintenance of property by owner

(1) An owner must repair and maintain the owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

(3) An owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within 60 days of the written issuance of the charge, if such claim results from damages caused to the common property, including limited common property, or common assets by the negligence or accident of the owner or owner's tenant, resident, or guest.

3. Use of property

(1) An owner, tenant, resident or guest must not use a Strata Lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,

(d) is illegal,

(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, or

(f) is in contravention of any rule, order or bylaw of The City of Vancouver applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.

(2) An owner, tenant, resident or guest must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act. In addition:

(a) Owners are responsible for damage caused by their tenant, resident, or guest to an owner's Strata Lot.

(b) The cost of any cleaning or repairs for any damage on or to common property by an owner, tenant, resident or their guest is the sole responsibility of the owner. The Strata Corporation will not be held responsible for any expenses related to the maintenance, repair, or replacement of common property or Strata Lot property caused by an owner, tenant, resident, or guest.

(3) An owner, tenant, resident or guest shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

(4) The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, tenants, residents and guests.

(5) The common facilities are for the use of owners, tenants, residents and their invited guests only. An owner, resident, or tenant must accompany guests at all times when using these facilities.

4. Duty to Inform Strata Corporation

(1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation or Property Manager of the owner's name, Strata Lot number, phone number, and mailing address outside the strata plan, if any.

(2) Any owner of a Strata Lot who leases his/her Strata Lot is required to submit a Form K in accordance with the Strata Property Act. Failure to do so within the

timeframe required by the Strata Property Act shall be liable to a fine of $200.00 for every month or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.

5. Duty to obtain approval before altering a Strata Lot

(1) An owner must obtain the written approval of the Strata Corporation before making, permitting, or authorizing an alteration to a Strata Lot that involves any of the following:

(a) the structure of the building;

(b) the exterior of the building;

(c) chimneys, stairs, balconies, patios, or other things attached to the exterior of the building;

(d) doors, windows or skylights on the exterior of the building, or that front on the common property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) common property located within the boundaries of a Strata Lot;

(g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act;

(h) the painting of the exterior, or the attachment of sunscreens or greenhouses;

(i) structural changes to interior walls;

(j) wiring, plumbing, heating, piping, and other services.

(2) An owner intending to apply to the Strata Corporation for approval under subsection (1) must submit a written description and/or plans of the proposed work. The Strata Council will review written submissions at the next Council scheduled meeting.

(3) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including any damage or soiling of the common property or limited common property.

(4) All alterations shall be of consistent class and quality as the initial construction of and within the Strata Lot, be done according to all applicable codes and regulations, and the owner shall furnish the Strata Corporation copies of all permits issued for the alterations.

(5) An owner must agree to indemnify and save harmless the Strata Corporation for any costs associated with any alterations carried to the Strata Lot.

6. Duty to obtain approval before altering common property

(1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.

(2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) All alterations shall be of consistent class and quality as the initial construction of and within the building, be done according to all applicable codes and regulations, and the owner shall furnish the Strata Corporation copies of all permits issued for the alterations.

(4) An owner must agree to indemnify and save harmless the Strata Corporation for any costs associated with any alterations carried to common property, including limited common property, or common assets.

7. Permission to enter Strata Lot

(1) An owner, tenant, resident or guest must allow a person authorized by the Strata Corporation (with proper identification and proof of authorization) to enter the Strata Lot:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(c) at a reasonable time, on 48 hours written notice, to confirm compliance with these bylaws.

(2) The notice referred to in subsection (1)(b) and (1)(c) must include the date and approximate time of entry, and the reason for entry.

(3) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

8. Repair and maintenance of property by Strata Corporation

(1) The Strata Corporation must repair and maintain all of the following:

(a) common assets of the Strata Corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of the building;

(B) the exterior of the building;

(C) chimneys, stairs, balconies and other things attached to the exterior of the building;

(D) doors, windows and skylights on the exterior of the building or that front on the common property;

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(d) a Strata Lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

(i) the structure of the building;

(ii) the exterior of the building;

(iii) chimneys, stairs, balconies and other things attached to the exterior of the building,

(iv) doors, windows and skylights on the exterior of the building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 – STRATA COUNCIL

9. Council Size

(1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members, made up of owners or their spouses or domestic partners, but not more than one person per Strata Lot.

(2) If the strata plan has fewer than 4 Strata Lots or the Strata Corporation has fewer than 4 owners, all the owners are on the Council.

10. Council Members' terms

(1) The term of office of a Council Member ends at the end of the Annual General Meeting at which the new Council is elected.

(2) A person whose term as a Council Member is ending is eligible for re-election.

11. Removing Council Members

(1) Unless all the owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Council Members.

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

12. Replacing Council Members

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

(2) A replacement Council Member may be appointed from any person eligible to sit on the Council.

(3) The Council may appoint a Council Member under this section even if the absence of the member being replaced leaves the Council without a quorum.

(4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

(1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the office of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the Council Members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling Council Meetings

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

(2) The notice does not have to be in writing.

(3) A Council meeting may be held on less than one week's notice if

(a) all Council Members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all Council Members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The Council must inform owners about a Council meeting as soon as feasible after the meeting has been called.

15. Request for Council Hearing

(1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.

(2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

16. Quorum of Council

(1) A quorum of the Council is

(a) 1, if the Council consists of one member,

(b) 2, if the Council consists of 2, 3 or 4 members,

(c) 3, if the Council consists of 5 or 6 members, and

(d) 4, if the Council consists of 7 members.

(2) Council Members must be present in person at the Council meeting to be counted in establishing quorum.

17. Council Meetings

(1) At the option of the Council, Council meetings may be held by electronic means, as long as all Council Members and other participants can communicate with each other.

(2) If a Council meeting is held by electronic means, Council Members are deemed to be present in person.

(3) Owners may attend Council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at Council Meetings

(1) At Council meetings, decisions must be made by a majority of Council Members present in person at the meeting.

(2) Unless there are only 2 Strata Lots in the strata plan, if there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

19. Council to inform owners of minutes

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

20. Delegation of Council's powers and duties

(1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council Members or persons who are not members of the Council, and may revoke the delegation.

(2) The Council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The Council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

21. Spending Restrictions

(1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a Council Member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on Liability of Council Members

(1) A Council Member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.

(2) Subsection (1) does not affect a Council Member's liability, as an owner, for a judgment against the Strata Corporation.

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

23. Fines for violations

(1) The Strata Corporation may fine an owner or tenant a maximum of:

(a) $200.00 for each contravention of a Bylaw and;

(b) $50.00 for each contravention of a Rule or Regulation.

(c) Deny a person the use of the building's amenities, including but not limited to the fitness room, guest suite, and second floor lounge.

(2) All fines are due and payable within 7 days of the written issuance of the fine.

24. Continuing Contravention

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

(2) A repeated or continuing contravention of a reasonable and significant bylaw or rule or regulation by a tenant of a residential Strata Lot is an event that allows the landlord to give the tenant a notice terminating the tenancy agreement under the *Residential Tenancy Act*.

(3) A repeated or continuing contravention of a reasonable and significant bylaw or rule or regulation by a tenant of a residential Strata Lot that seriously interferes with another person's use and enjoyment of a Strata Lot, the common property or the common assets is an event that allows the Strata Corporation to give the tenant a notice terminating the tenancy agreement under the *Residential Tenancy Act*.

(4) An eviction under subsection (3) does not affect any rights of the landlord under the tenancy agreement.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

25. Person to chair Annual and Special General Meetings

(1) Annual and Special General Meetings must be chaired by the president of the Council.

(2) If the president of the Council is unwilling or unable to act, the Council may designate the vice president of the Council or the Property Manager to chair the meeting.

(3) If the president of the Council, the vice president of the Council, and the Property Manager are all unwilling or unable to chair the meeting, then 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.

26. Participation by other than eligible voters

(1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

27. Quorum at Annual or Special General Meetings

(1) If within a half-hour from the time appointed for an Annual General Meeting or a Special General Meeting, a quorum is not present, the present persons entitled to vote constitute a quorum.

28. Voting

(1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters. Each Strata Lot has one vote, to be exercised by an owner or family member or the owner's designated representative.

(2) A vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against the Strata Lot, except on matters requiring a unanimous vote.

(3) 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.

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

(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) 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.

(7) If there are only 2 Strata Lots in the strata plan, subsection (6) does not apply.

(8) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

29. Order of Business

(1) The order of business at Annual and Special General Meetings is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last Annual or Special General Meeting;

(g) deal with unfinished business;

(h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;

(i) ratify any new rules made by the Strata Corporation under section 125 of the Act;

(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;

(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a Council, if the meeting is an Annual General Meeting;

(n) terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

30. Voluntary Dispute Resolution

(1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

(a) all the parties to the dispute consent, and

(b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of

(a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MARKETING ACTIVITIES

31. Display Lot of Owner Developer

(1) An owner developer who has an unsold Strata Lot may carry on sales functions that relate to its sale, including the posting of signs.

(2) An owner developer may use a Strata Lot, that the owner developer owns or rents, as a display lot for the sale of other Strata Lots in the strata plan.

32. Re-sale and marketing of a Strata Lot

(1) Any advertising for the re-sale or rental of a Strata Lot within the boundaries of the Strata Corporation shall only be permitted on the Directory Board in the mail room.

(2) Sandwich boards or signs must not be erected in the lobbies, entranceways, or front of the building and business cards, flyers, or other marketing materials must not be attached in any way to the doors, enterphones, or other parts of the building.

(3) Open houses are permitted if a representative of the Strata Lot or marketing agency meets prospective purchasers at the front door and escorts them at all times in the building, including escorting them to and from the Strata Lot.

(4) If a prospective purchaser of a Strata Lot wants the Building Manager to walk-along on an inspection of common areas, including showing a prospective purchaser any of the locked common areas (e.g. boiler room), an appointment must be booked during the Building Manager's regular office hours. A non-refundable fee of $50.00 per inspection applies and must be paid up-front in cash.

DIVISION 8 – OTHER

33. Pets

(1) An owner, tenant, resident or guest must ensure that all animals are leashed (leash must not be more than 6 feet in length) or otherwise secured when on the common property or on land that is a common asset. The owners of pets shall be fully responsible for their behaviour within the common property.

(2) An owner, tenant, resident or guest must not keep any pets on a Strata Lot other than the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) 1 dog or 1 cat.

Council may, at its discretion, approve a written request for a variation of this bylaw depending on individual circumstances.

(3) No exotic pets such as snakes, rodents or reptiles are permitted.

(4) An owner, tenant, resident, or guest must keep his/her pet within his/her Strata Lot and under his/her control and under no circumstances are pets to be kept on common property or in common facilities.

(5) Pets are prohibited from the 4th level common patio areas.

(6) An owner, tenant, resident, or guest shall ensure that any fecal droppings by his/her pet(s) are picked up and deposited in a garbage container or other appropriate facility immediately. Pets will not be permitted to soil the common property. In the event of any soiling, the owner is responsible for the removal of the pet's waste and for any costs of cleaning or repairing the common property that result from the fecal droppings.

(7) An owner, tenant, resident, or guest is responsible to ensure that no pet makes excessive noise.

(8) Any owner, tenant, or resident who wishes to register a complaint about any pet or its owner shall do so in writing to the Strata Council. Complaints should be specific as to the violation, dates and times, and contain witness verification if possible.

(9) If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days.

(10) Guests shall be informed of the rules concerning pets and owners, tenants, and residents will be responsible for clean-up or damage repair should their guests bring pets into the common property.

34. Recreational Facilities

(1) With respect to the Recreational Facilities, including but not limited to the Fitness Room, Sauna, Steam Room, and Change Rooms:

(a) The recreational facilities' hours are 6:00 a.m. to 12:00 midnight daily.

(b) Use equipment at your own risk. The Strata Corporation will not be held responsible or liable for any actions, claims, demands, liabilities, loss, damage, injury, or expense of any kind however caused, including legal fees, which may result by reason of use of the recreational facilities by any person.

(c) Use of the recreational facilities shall be restricted to owners, tenants, residents, and their guests. A maximum of 2 guests per Strata Lot are permitted in the recreational facilities at any one time. Guests must be accompanied by an owner, tenant, or resident at all times when using the recreational facilities.

(d) Persons under 14 years of age shall not use the recreational facilities unless accompanied at all times by an adult.

(e) No food or beverages are allowed, except non-alcoholic beverages in plastic or non-breakable containers.

(f) No smoking is permitted.

(g) Music is allowed only if earphones are used.

(h) All personal belongings are to be removed after each use.

(i) Appropriate clothing and shoes must be worn at all times.

(j) Each window and door that is opened during use of the recreational facilities must be closed and locked prior to leaving the facilities.

(k) Be courteous to others waiting to use the fitness equipment. Please take turns using the equipment.

(l) No pets are permitted.

35. Guest Suite

(1) Rental rate: $40 per night from June 1st to August 31st and $25 per night for the rest of the calendar year, plus a one-time cleaning fee of $15 per stay.

(2) Length of stay: Owners/tenants can book three (3) consecutive nights at one time. Additional consecutive nights can be booked on a day-to-day basis if the suite is unoccupied.

(3) Notice of booking: Owners/tenants who have registered with the Property Manager by providing a completed Form K can book the guest suite a maximum of three (3) months in advance. A minimum of 48 hours advanced notice is required.

(4) Payment: A $200 cash deposit along with the rental fee in cash is required up front, before the key to the suite will be provided. The deposit will be returned upon final inspection of the suite by the Resident Manager and confirmation that no damages were sustained.

(5) Responsibilities: Owners/tenants using the guest suite are responsible for the costs of repairing any damages incurred as a result of their/their guests' use of the suite.

(6) How to book: Bookings are to be made with the Resident Manager (by email, phone, writing, or in person). A Rental Agreement substantially in the form attached as Appendix A must be signed prior to usage.

36. Disturbance of Others, Cleanliness, and Courtesies

(1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Strata Lot or the common property.

(2) Owners, tenants, residents and guests shall make all reasonable efforts to limit any water run-off from balconies/patios when washing balconies/patios or watering plants. Owners, tenants, and residents are encouraged to limit the washing of balconies/patios to rainy days.

(3) No barbecues other than those fuelled by propane or natural gas or electricity may be used. No owner, tenant, resident, or guest shall operate his/her barbecue in a manner which, in the opinion of the Strata Council, interferes with another owner's, tenant's, or resident's enjoyment of his/her Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot owners are responsible for heat damage to the building envelope.

(4) The placement or storage of any personal items (e.g. bicycles, fridges/freezers, beds) on common property, including hallway(s) and balconies and patios, outside an individual Strata Lot is prohibited, including household refuse and recycling material but excluding typical patio furniture.

(5) Cycling, skateboarding, rollerblading, and the like on the common property other than the driveway are prohibited.

(6) Carpentry or similar alterations shall be limited to the hours as allotted by the City of Vancouver.

(7) Smoking or the consumption of alcohol is not permitted in any of the indoor common areas, including the elevators, lobbies, and stairwells but excluding the Second Floor Lounge.

(8) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. Owners, tenants, residents, and their guests will comply with the City's recycling program as it is implemented.

(9) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner, tenant, or resident of the Strata Lot.

(10) A resident shall immediately clean up any litter or garbage spilled or dropped on common property.

(11) Freshly cut or live Christmas trees are prohibited.

(12) An owner, resident, tenant, or guest shall not feed nuisance birds such as pigeons, seagulls, crows, starlings, and other birds, or nuisance animals such as squirrels, from any Strata Lot or the common property.

37. Hazards

(1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.

(2) No material substances, especially burning material such as cigarettes, matches, or firecrackers/fireworks, shall be permitted to be discharged from any window, door, patio, or other part of a Strata Lot or the common property.

(3) Storage, use, or disposal of any toxic, explosive, combustible, offensive, or hazardous materials not used for normal household purposes is prohibited on the property, including in individual Strata Lots, lockers, parking areas, common property and limited common property. Materials that could give off flammable vapours, such as gasoline, solvents, and industrial paints and the like shall not be stored in a Strata Lot, locker, parking areas, common property, or limited common property. This section does not apply to a small supply of fuel for gas barbecues.

(4) No firearms or ammunition shall be brought onto or stored in a Strata Lot, locker, parking area, common property or limited common property without prior written approval of the Strata Council.

38. Exterior Appearances

(1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval by the Strata Council.

(2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna, ventilators, air conditioning devices, supplemental heating devices, or similar structures or appurtenances shall be hung from or attached to the exterior of the Strata Lot without prior written consent of the Strata Council.

(3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.

(4) Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.

(5) The exterior appearance of the buildings will not be altered by painting of wood, railings, or concrete.

(6) Metallic or reflective coatings or tinting are not permitted on glass windows or doors.

(7) The use of bird feeders of any form on the outside of the building is strictly prohibited.

(8) Outdoor Christmas lights are permitted from November 15 to January 15 inclusive.

39. Parking

(1) A resident shall use only the parking stall(s) obtained by way of partial assignment of Qualex-Landmark Parking Ltd.'s rights under a parking stall and Storage Lease registered in the Land Titles Office against title to the common property of the Strata Corporation. Parking Stalls cannot be utilized by any person who is not a resident within the Strata Corporation.

(2) No major repairs or adjustments shall be made to motor vehicles on the common property.

(3) A maximum speed of 15 km/h shall apply within the common property.

(4) Owners will be responsible for the clean up of oil spills on common property caused by the owner or the owner's tenants, residents, or guests.

(5) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access roadway.

(6) No vehicles exceeding 4,000 kg G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises.

(7) Any vehicle which does not comply with this Bylaw may be removed at the vehicle owner's expense.

(8) With respect to visitor parking stalls:

(a) Parking stalls 16, 17, 18, and 19 are designated as visitor parking stalls and marked as such.

(b) Guest parking in the designated visitor parking stalls shall be on first come, first served basis.

(c) Each guest parked in a designated visitor parking stall must clearly display a BCS528 parking tag on the dashboard or rear-view mirror of the visiting vehicle, or they may be subject to tow at the vehicle owner's sole risk and expense.

(d) A maximum of one BCS528 visitor parking tag will be issued to each Strata Lot. Parking permits are the property of the Strata Corporation. If a resident has more than one guest, up to one additional temporary pass may be obtained from the Resident Manager.

(e) Lost or stolen BCS528 visitor parking tags must be reported immediately to the Resident Manager or Property Manager and a charge of $25.00 per parking tag will be levied for a replacement of the lost or stolen parking permit. Lost or stolen tags will be voided from the system and the new tags will be activated.

(f) The visitor parking stalls are intended for the exclusive use of individuals who are visiting a resident of Domus or by trades-people who are providing a special service to the building. Any other use contravenes this bylaw, including a resident's personal vehicles being parked in the visitor parking stalls with or without the BCS528 visitor parking tag.

(g) Motor homes, trailers, tractors, boats or equipment of any kind are not permitted in a visitor parking stall.

(h) Visitor parking shall be limited to a maximum duration of 6 hours. If a reasonable extension is required, prior approval must be obtained from the Resident Manager. Visitor parking is not permitted overnight or for more than 3 consecutive days without prior approval from the Resident Manager. If permission has been obtained and a vehicle is parking overnight, the suite number of the unit being visited must be clearly displayed on a note on the vehicle's dashboard. Furthermore, no vehicle may make use of visitor parking for more than 7 days per month.

(i) Owners, tenants, or residents who allow an outside party to regularly park a vehicle(s) in the visitor parking (e.g. for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the "visitor" category for parking in the building and are expressly prohibited.

(j) The Resident Manager, at his/her discretion, may tow any vehicle in contravention of these bylaws.

40. Building Security

Security of this building cannot be maintained without the full cooperation and observance of these Bylaws by all owners, tenants, residents, and their guests:

(1) The Strata Council shall form a Security Committee to provide guidelines for the security of individual Strata Lots, and to establish resident based voluntary crime prevention programs such as Block Watch.

(2) Strata Lot owners, tenants, or residents are responsible for anyone they or their guests admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.

(3) Owners, tenants, residents, and guests must not permit a stranger to enter the building, either by way of enterphone or in person when entering the building.

(4) Persons delivering goods or other articles must be met at the front entrance. If it is necessary for such persons to enter the building, they must be escorted by the owner, tenant, or resident until departure from the building.

(5) All owners, tenants, residents, and guests must wait for the garage gates to close completely before proceeding.

(6) Owners, tenants, residents, and guests must not leave open or unlock any outside entrance or exterior fire exit door.

(7) With respect to common area keys and infrared control units (FOB's):

(a) All lost or stolen FOB's and common area keys shall be reported to the Resident Manager or Property Manager immediately. The owner shall pay the cost of replacement.

(b) The Strata Council may conduct an "audit" of the FOB's once a year.

(c) All keys to locks on the common property will be made and issued only with the authority of the Strata Council.

(8) All owners, tenants, residents, and guests must report to the Resident Manager, Property Manager, or the police any suspicious person(s) in or around the building.

(9) No soliciting will be permitted within the building under any circumstances.

41. Moves in and out

(1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or the owner's tenant or resident conform to the regulations as established by the Strata Council from time to time.

(2) All owners, tenants, or residents moving in/out of the building are required to notify the Resident Manager at least 48 hours prior to the actual move date. Prior to the actual move date, an owner or an owner's tenant or resident must book the elevator with the Resident Manager.

(3) Hours of move-ins and move-outs are restricted to between 8:00am and 8:00pm. Moves must be finished by 8:00pm. Owners whose Strata Lot involves a move continuing after 9:00pm will receive a fine of $200 per hour or part hour.

(4) All moves in/out must be made through the designated back lobby (loading zone). No moves are allowed through the main lobby entrance (off Homer Street).

(5) During the move, all lobby doors must remain closed and locked when unattended.

(6) Move-in/out fee: a non-refundable fee of $200 will be charged per move, due prior to the actual moving date for each move-in and move-out of the building. For move-ins and move-outs related to a furnished rental suite, the fee is reduced to $200 per move from January 1 to March 31, 2010.

(7) Owners will be responsible for any tenant or resident in their Strata Lot moving in or out of the building and will be responsible for any damage to common property or common limited property caused during the move.

(8) The Resident Manager or Property Manager will de-activate Fobs for vacant suites for which owners have not reported the move-out of tenants or residents.

42. Film Productions

(1) The advance written permission of the Strata Council is required for any use of a Strata Lot, the building, common property, limited common property, balcony or patios, or areas surrounding the building for any film production purposes.

(2) Written application must be made to the Strata Council at least 5 business days before the proposed film use. The application must include, at a minimum, the following information:

(a) Name of the film production company.

(b) Name and phone number of the person at the film production company who is responsible for liaison with the Strata Council.

(c) Proposed terms of use, including the areas to be used, dates and times of use, requirements for set up, and other terms as appropriate.

(d) Proposed fee for the Strata Corporation (details about payments to individual Strata Lot owners do *not* need to be provided to the Strata Council).

(3) The film production company must provide appropriate security at all times to ensure that unauthorized persons do not gain access to the building, common property, limited common property, Strata Lots, balconies or patios, or areas surrounding the building.

(4) The film production company must provide quiet self-contained generators to provide all electricity required for the production. The film production company may not hook into or use any electricity, plumbing, pump-out, or other facilities or utilities provided at the building.

END NOTES:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation BCS528. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owners reference.

BW577354, December 23, 2004	- Bylaws 1 to 41, inclusive.
BA457326, January 19, 2006	- Amended Bylaws 1(3), 1(4), 1(5), 2(3), 5(2), 32(1), 32(4), 36(4) and added Bylaw 42
BB0756187, February 25, 2009	-Amended Bylaw 41 (6) at the AGM December 1, 2008

Appendix A

Standard Form of Guest Suite Rental Agreement (see below).

Strata Plan BCS528 "DOMUS"

GUEST SUITE RENTAL

The guest suite is available to rend for overnight guests. The following rules have been established by the Strata Council.

1. All bookings must be made by the registered owner(s) or tenant(s) with the Resident Manager during regular business hours and a minimum of 48 hours (2 working days) notice is required. Advance bookings will be taken only up to 90 days.
2. **A) PLEASE RETURN THIS FORM COMPLETED WITH 2 CHEQUES TO THE MANAGER'S OFFICE BY _____ TO CONFIRM YOUR RESERVATION. FAILING TO DO SO WILL RESULT IN CANCELLATION OF YOUR RESERVATION.**

   B) TO CANCEL A RESERVATION AND RECEIVE A FULL REFUND, YOU MUST NOTIFY THE RESIDENT MANAGER NO LATER THAN 48 HOURS PRIOR TO YOUR GUESTS ARRIVAL. FAILING TO DO SO, WILL RESULT IN YOU BEING BILLED FOR YOUR ORIGINAL RESERVATION. NO EXCEPTIONS.

   THE MANAGER'S OFFICE IS LOCATED ON THE 3RD FLOOR. THE DOOR IS MARKED "OFFICE". SLIDE YOUR FORM PAYMENT UNDER THE DOOR.
3. The suite may be booked for no more than three (3) consecutive nights, after which the suite may be booked three (3) days at a time (subject to availability) such a booking for subsequent days must be made and paid for not later than 12:00 noon on the PRIOR BUSINESS DAY or Saturdays from 9:00 a.m. to 5:00 p.m.
4. The rental charge is $25 per night and $40 per night from June 1st to August 31st, plus a one time charge of $15 per stay for cleaning of the guest suite, and should be paid at time of booking by cheque only.

   Please issue a separate cheque for $200 as a security deposit, which will be returned to you providing that there are no damages or lost/missing articles.

   Cheques are to be made payable to "**STRATA PLAN BCS528**"
5. You must supply your own sheets and towels.
6. **NO SMOKING, COOKING, CANDLES OR INCENSE ALLOWED IN THE SUITE.**
7. **NO PETS ARE PERMITTED IN THE SUITE.**
8. Any children staying in the guest suite must be supervised by an adult and children should not be unsupervised in any of the other common areas of the building.
9. The owner will be liable for the costs of any damages caused by guest using the guest suite.
10. Your check out time is 12:00 noon on the last date of your reservation.

We/I agree to the above rules.

_____	_____	_____
Residents Signature	Telephone No.	Suite No.

GUEST INFORMATION:

Name: _____

Length of Stay: _____ to _____