

Schedule of Standard Bylaws

Division 1 -- Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

2 (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.

Use of property

3 (1) An owner, tenant, occupant or visitor 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, or

(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.

(2) An owner, tenant, occupant or visitor 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.

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of 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) one dog or one cat.

Inform strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

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

(d) doors, windows or skylights, on the exterior of a 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.

(2) 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.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

6 (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.

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata

corporation 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.

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

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 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 a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows or skylights, on the exterior of a 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 a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors and windows on the exterior of a building or that front on the common property,

and

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

Division 3 -- Council

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(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.

Council members' terms

10 (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 council member is ending is eligible for reelection.

Removing council member

11 (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.

Replacing council member

12 (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.

Officers

13 (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 offices 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.

Calling council meetings

14 (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.

Requisition of council hearing

15 (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.

Quorum of council

16 (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.

Council meetings

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

(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.

Voting at council meetings

18 (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.

Council to inform owners of minutes

19 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.

Delegation of council's powers and duties

20 (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.

Spending restrictions

21 (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.

Limitation on liability of council member

22 (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

Maximum fine

23 The strata corporation may fine an owner or tenant a maximum of

- (a) \$50 for each contravention of a bylaw, and
- (b) \$10 for each contravention of a rule.

Continuing contravention

24 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.

Division 5 -- Annual and Special General Meetings

Person to chair meeting

25 (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 meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

26 (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.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

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

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) 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) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) 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.

Order of business

28 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

Voluntary dispute resolution

29 (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.

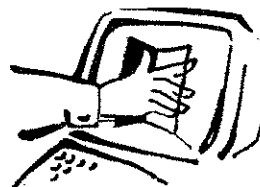
Division 7 -- Marketing Activities by Owner Developer

Display lot

30 (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.

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| LTSA - DOCUMENT RETRIEVAL | | REF# I83947 | REQUESTED:2009-03-24 14:14 |
| CLIENT NAME: | COLDWELL BANKER HORIZON REALTY | | |
| ADDRESS: | 14 - 1470 HARVEY AVENUE KELOWNA BC V1Y 9K8 | | |
| PICK-UP INSTRUCTIONS: | | | |
| USER ID: PF44114 | APPL/DOC# LA163383 | KA Filed | RCVD:2006-11-27 |
| ACCOUNT: 398012 | | | |
| FOLIO KAS3129 | | | |
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Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan 003129, being a strata plan of

01 06/11/27 13:53:09 01 KL 965524
DOC FILE \$21.50

[parcel identifier] [legal description of strata lot]

Lot 1 Section 6 Township 23 ODYD Plan KAP 82511

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

Division 7 – Marketing Activities by Owner Developer

Display Lot

30. (3) Without limiting the generality of the foregoing, the Owner Developer shall have the right, so long as it owns any unsold strata lots, to maintain and use its unsold strata lots and the common areas for display and sales offices and to carry out such sales functions as the Owner Developer deems necessary or desirable to enable the sale and marketing of all strata lots in the development, including:

- (i) erecting and placing directional, location and advertising signage on the strata lots owned by the Owner Developer and on the common property;
- (ii) encouraging and allowing prospective purchasers to view the strata lots owned by the Owner Developer and all common property; and
- (iii) erecting and maintaining a sales trailer, placards, flags and other like items for marketing, sales and advertising on the common property of the development which shall be removed at the Owner Developer's expense once all strata lots have been sold by the Owner Developer.

(4) In order to allow the Owner Developer of the strata lots and Strata Corporation to market and sell any strata lots owned by the Owner Developer, the Owner Developer may, until the last strata lot has been sold by the Owner Developer:

- (i) allow the project to remain open during regular sales hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to any strata lot owned by the Owner Developer and access to the common property and facilities of the development; and
- (ii) have unimpeded access for the Owner Developer, its sales staff, agents and prospective purchasers to the common property and common facilities of the development.

ABSTRACT REGISTRY
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Advertising

- 31. No owners other than the Owner-Developer may place signs advertising their strata lot for sale until such time as all of the strata lots within the development have been sold by the Owner Developer.

Division 8 – Parking

Parking of Vehicles

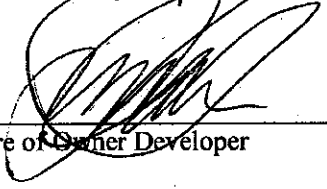
- 32. At no time will the following be permitted to be stored or parked on any of the driveways, roadways or other areas in the development which are visible from the access streets leading to the development, for greater than a two (2) week period:

- (a) recreational vehicles;
- (b) commercial vehicles weighing over one (1) ton; and
- (c) recreational equipment.

- 33. No parking or storing of the following types of vehicles and items (collectively referred to as "Screened Items") shall be permitted on a strata lot, or elsewhere in the development, unless they are at all times kept parked or stored on an owner's strata lot in a garage, ancillary building or shed or are located in the rear yard of an owner's strata lot completely screened from view by landscaping or fencing, such that the below Screened Items are at no time visible to neighbours within the development or from the access streets leading to the development:

- (a) recreational vehicles;
- (b) trucks and commercial vehicles of greater than 1 (one) ton capacity;
- (c) utility trailers, campers and travel trailers;
- (d) boats, jet skis and watercrafts;
- (e) buses;
- (f) partially wrecked or discarded vehicles;
- (g) fuel tanks;
- (h) service yards;
- (i) firewood; and
- (j) any vehicles or objects deemed unsightly by the strata corporation.

Date: November 9, 2006



 Signature of Owner Developer

INDEMNITY AGREEMENT

THIS AGREEMENT made this 20 day of May, 2009

BETWEEN:

SHEERWATER LIMITED PARTNERSHIP, having a place of business at 620 - 1632 Dickson Avenue, Kelowna, British Columbia, V1Y 7T2

("Sheerwater")

OF THE FIRST PART

AND:

EBA ENGINEERING CONSULTANTS LTD, having a place of business at 900 - 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X2

("EBA")

OF THE SECOND PART

AND:

THE OWNERS, STRATA CORPORATION KAS3129, _____

(the "Strata Corporation")

OF THE THIRD PART

WHEREAS Sheerwater has contracted for the construction of a marina facility as an amenity for the Strata Corporation, which facilities include a dock, moored header float, boat lift assemblies, and boat slips (collectively the "Marina Facility").

AND WHEREAS Hay & Company Consultants - a division of EBA, is completing the design and engineering services for construction of the Marina Facility (save the boat lift assemblies which have been design engineered by an independent supplier), and will also be providing field reviews during the construction and installation of the Marina Facility.

AND WHEREAS the Marina Facility will be subject to wind, wave and current forces caused by storm activity.

AND WHEREAS EBA has determined that use of the Marina Facility during the event of severe weather conditions associated with storms or wave conditions in the lee (protected side) of the header float which reach or exceed 0.3 metres (a "Storm Event") may cause damage to property, or injury to persons as a consequence of use of the Marina Facility during such storm activity.

AND WHEREAS Sheerwater is providing for two mooring buoys to be designed by EBA and installed offshore the header float for temporary mooring for use by the Owners of the Strata Corporation (the "Owners")

AND WHEREAS following completion of construction of the Marina Facility, ownership use and control of the Marina Facility will rest with the Strata Corporation, and neither EBA nor Sheerwater will subsequently retain any control or ability to restrict usage of the Marina Facility during a Storm Event, or otherwise.

FOR AND IN CONSIDERATION of TEN (\$10.00) DOLLARS and for other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the Strata Corporation, on its own behalf and on behalf of the Owners, hereby agrees to fully indemnify and save harmless Sheerwater and EBA in respect of any and all claims for bodily injury, death, property damage, or any other loss or damage whatsoever arising from any use of the Marina Facility by the Owners, their family members, guests, invitees, agents, employees, contractors, or any persons whomsoever during a Storm Event.

IT IS FURTHER AGREED that this indemnification shall be in respect of all costs, expenses and liabilities that may be incurred by Sheerwater or EBA in connection with or arising out of all such claims, including but not limited to, the expenses of any action or proceeding pertaining thereto, and in respect of any loss, cost, expense or damage threatened, suffered or incurred by Sheerwater or EBA arising from the use of the Marina Facility by any of the aforesaid persons during a Storm Event.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by SHEERWATER LIMITED)
PARTNERSHIP by its authorized signatory)
)
)
)
)
)
)

Authorized Signatory)


SIGNED, SEALED AND DELIVERED)
by EBA Engineering Consultants Ltd. by its)
authorized signatory)
)
)
)
)
)

Authorized Signatory)

SIGNED, SEALED AND DELIVERED)
by THE OWNERS, STRATA)
CORPORATION KAS3129 by its authorized)
signatory)

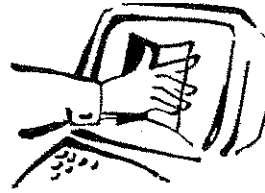


Signature of Council Member)



Signature of Second Council Member)
(not required if council consists of only one)
member)

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| CLIENT NAME: | COLDWELL BANKER HORIZON REALTY | | |
| ADDRESS: | 14 - 1470 HARVEY AVENUE KELOWNA BC V1Y 9K8 | | |
| PICK-UP INSTRUCTIONS: | | | |
| USER ID: PF44114 | APPL-DOC # LB312724 | KA Filed | RCVD:2009-06-01 |
| ACCOUNT: 398012 | | | |
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-1 JUN 2009 11 56

LB0312724

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Date: June 1, 2009

To: REGISTRAR
LAND TITLE AND SURVEY AUTHORITY OF BC

RLB 6/1/2009 11:58:04 AM 1 3
DocFile 1 \$21.75

Please receive herewith the following documents for filing.

Form I- Amendment to bylaws

Fee Payable \$ 21.75



Signature of agent for applicant:

Applicant:
Paulina Kam
Lando & Company LLP
Barristers & Solicitors
P.O. Box 11140
Suite 2010-1055 West Georgia Street
Vancouver, B.C. V6E 3P3
Phone: 604-682-6821

ABSTRACT REGISTRY
10330

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan KAS3129 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 a special general meeting held on May 14, 2009.

Division 9 – Marina Facility

Restrictions to Use & Access

34. (1) No owners, or their respective family members, tenants, guests or visitors to the development shall be permitted to access the marina facilities, including but not limited to, the dock, moored header float, boat lift assemblies, individual boat slips or any of the boats, vessels or pleasure crafts docked, or moored in the boat slips, from time to time (collectively the "Marina Facility") at any time during the event of severe weather conditions associated with storms or wave conditions in the lee (protected side) of the header float which reach or exceed 0.3m (which restrictions are hereinafter collectively referred to as the "Marina Restrictions").
- (2) Each owner is responsible for ensuring that their respective family members, tenants, guests or visitors comply with the Marina Restrictions.
- (3) Any persons who access the Marina Facility in contravention of the Marina Restrictions, are hereby advised that they do so at their own risk, and neither the Strata Corporation, nor the developer or its engineers or consultants, shall bear any liability whatsoever for any loss, harm or damage to property, or injury to persons, caused as a result of any person found contravening this bylaw.
- (4) No one under the age of 16 years old is allowed on the dock or the tram to the Marina Facility unless accompanied by a responsible individual 19 years of age or over.

Warning Signage

35. The Strata Corporation shall at all times be responsible to keep posted in and around the Marina Facility in locations immediately and readily visible to all who may access the Marina Facility via land or water, permanent signage in the form attached to this bylaw.

1


Signature of Council Member


Signature of Second Council Member
(not required if council consists of only one member)

CAUTION

**ANYONE ENTERING THE DOCK
AREA AND/OR USING THE BOAT
LIFT ASSEMBLIES DOES SO AT
HIS OR HER OWN RISK,
WITHOUT RECOURSE IN LAW
AGAINST ANY OTHER PERSON.**

**DURING A STORM, DO NOT
ENTER THE DOCK AREA, USE
THE DOCK, OR USE THE BOAT
LIFT ASSEMBLY.**