

CO-OPERATIVE CARSHARING AGREEMENT

This Agreement made the 25th day of June, 2019,

BETWEEN:

MODO CO-OPERATIVE
200 - 470 Granville Street
Vancouver, B.C.
V6C 1V5

("Modo")

AND

TODD PATRICK DOHERTY
961 Pembroke Street
Victoria, B.C. V8T 1J1

("Developer")

WHEREAS:

- A. Developer is proposing to develop a residential development including a total of twelve (12) strata lots on the lands located at 945 Pembroke Street in Victoria, British Columbia and more particularly known and described as

PID: 027278-972

legal lot description: Lot A, Suburban Lot 6, Victoria City, Plan VIP83993,

(the "**Development**");

- B. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- C. To become a member-owner of Modo, individuals must purchase a minimum of fifty (50) membership shares in Modo at a par value of \$10.00 ("**Membership Shares**"), for a total investment of \$500;
- D. As a condition of approving the Development, the municipality of Victoria, British Columbia (the "**Municipality**") required the Developer to provide an incentive for twelve (12) future residents of the Development allowing them to join Modo without the need to themselves pay membership fees, in such way that they can access Modo carsharing services (the "**Carsharing Program**");

- E. Modo will, at its cost, operate and administer the Carsharing Program;
- F. Developer and Modo intend that the Carsharing Program will be available for all members of Modo (collectively, the "**Modo Members**" and each a "**Modo Member**"), including the residents of the Development who become Modo Members; and,
- G. Certain capitalized terms used in this Agreement and not otherwise defined will have the meanings given to them set out in Part I. [Definitions].

NOW THEREFORE in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. DEFINITIONS

"Agreement" means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;

"Developer" means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume the right, title or interest in the Development and/or this Agreement from the Developer named herein, and expressly includes any party which may manage or operate the Development for the Developer from time to time;

"Mediator" means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;

"Membership Obligations" means and includes any and all obligations or liabilities that a member of the Modo or other person who participates in Modo's activities, including any resident of the Development, may have or incur to Modo or any other member of Modo or any other person as a result of or in connection with such membership in Modo, participation in the activities of Modo, use of Modo's vehicles, or otherwise associated with the ownership of shares of Modo including, without limiting the generality of the foregoing, the obligation to pay any fee, monthly administrative fee, charge, fine or other cost to Modo or any other person;

"Occupancy Permit" means the occupancy permit issue by the Municipality for the Development;

"Partnership Membership" means the Strata Corporation's membership in Modo by way of ownership of the Membership Shares;

"Partner User" means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;

"Rental Agreements" mean agreements between parties and owner(s) of strata lots part of the Strata Corporation for the occupancy of residential units within the Development for any length of time and **"Rental Agreement"** means any one of them;

"Residents" means collectively, the residents of the Development and **"Resident"** means any one of them;

"Strata Corporation" means the strata corporation to be formed pursuant to the Strata Property Act, S.B.C. 1998, c. 43, upon deposit of the Strata Plan at the Victoria Land Title Office;

"Strata Lot" means a strata lot shown on the Strata Plan;

"Strata Plan" means the strata plan of the Development;

"Term" has the meaning ascribed thereto in Part VII.

II. PROJECT FEE

1. Upon execution of this Agreement by the parties, Developer will pay to Modo the sum of \$6,000.00 inclusive of taxes and fees (the **"Project Fee"**), for the purchase of six hundred (600) Membership Shares (the **"Subject Shares"**).
2. Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to the Developer confirming payment of the Project Fee to Modo.

III. BENEFITS AND OBLIGATIONS OF DEVELOPER

3. Developer will deposit the Strata Plan of the Development at the Victoria Land Title Office, thereby creating the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43.
4. Developer will cause the Strata Corporation created upon the filing of the Strata Plan to execute an assumption agreement which provides that: i) an interest in the Agreement is assigned to that Strata Corporation; and ii) the Strata Corporation assumes all of the Developer's obligations under this Agreement and the Developer will have no further obligations or liabilities whatsoever hereunder.
5. Upon stratification as carried out under Articles 3 and 4, and upon completion of Developer's obligations under Part II, Developer will cause the Subject Shares, which together form a Partnership Membership, to be transferred to the Strata

Corporation, who will hold such shares on behalf of the owners of the Strata Lots subject to Article 13.

6. At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer shall provide written notice (the "**Estimate Notice**") to Modo of such estimated date (the "**Estimated Occupancy Date**").
7. Developer shall further provide Modo with written notice of the issuance of the occupancy permit for the Development (the "**Commencement Date**").
8. Developer acknowledges and agrees that the Residents will not automatically become Modo Members and must join Modo and meet Modo's membership requirements in order to be eligible to participate in the Carsharing Program.
9. Subject to Article 32 herein, Developer will cause bylaws in the form attached hereto as Schedule A to be included with the bylaws filed with the stratification documents of the Strata Corporation.
10. Developer agrees that Modo will not be under any obligation whatsoever to provide the Carsharing Program or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in Article 1 of this Agreement.
11. Developer warrants that it will cause its subsidiaries, any successors or assigns of Developer and any party which may manage or operate the Development from time to time its interests to be bound by the terms of this Agreement.

IV. BENEFITS AND OBLIGATIONS OF THE STRATA CORPORATION

12. The Subject Shares will be registered in the name of the Strata Corporation. The Strata Corporation will be the legal owner of all the Subject Shares, and their beneficial interest vests in the Residents of the Development in accordance with this Agreement.
13. The Strata Corporation agrees, upon assumption of this Agreement and on behalf of the owners of the Strata Corporation as follows:
 - a) a Resident of the Development may only have the benefit of the Partnership Membership for as long as the Resident is the registered owner of a Strata Lot or is authorized to occupy a Strata Lot by the terms of a Rental Agreement;

- b) no Resident has any right to require Modo to redeem any Subject Shares held by the Strata Corporation for the benefit of such Resident or to receive any amount that may be payable upon the redemption thereof; and
 - c) each Resident of the Development will be responsible for and will save Developer, the Strata Corporation or their subsidiaries or any successors or assigns harmless from any and all its Membership Obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise associated with the Subject Shares of, or membership in, Modo held by the Strata Corporation or their subsidiaries or any successors or assigns for the benefit of such Resident.
- 14. Every six (6) calendar months during the term of this Agreement commencing on the Commencement Date, Modo will provide the Strata Corporation in writing the names of all Partner Users. Within thirty (30) calendar days after receipt of this information, the Strata Corporation will inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' benefits of the Partnership Membership.
 - 15. Once the Strata Corporation assumes the obligations under this Agreement, the Strata Corporation covenants and agrees with Modo that the Strata Corporation will use reasonable commercial efforts to cause the Residents of the Development, including their heirs, administrators and assigns, to the extent applicable to them to comply with Modo Co-operative Membership Shares Bylaw, including those bylaws from Schedule A to be incorporated into the Bylaws of the Strata Corporation.

V. BENEFITS AND OBLIGATIONS OF MODO

- 16. Modo agrees that the Partnership Membership will allow up to twelve (12) Residents of the Development to become Partner Users.
- 17. Modo acknowledges and agrees that Developer will not be responsible for any costs associated with the Carsharing Program, including, without limitation, any costs, taxes or fees in respect of the participation of the Residents in the Carsharing Program, beyond the payment of the Project Fee.
- 18. Modo will provide orientation to all Residents wishing to participate in the Carsharing Program.
- 19. Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.

20. Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

VI. MARKETING AND MONITORING

21. Modo acknowledges that the Development is a residential development and that the premises within the Development will be occupied by Residents that will change over time.
22. Modo agrees to establish a marketing program (the "**Marketing Program**") where Modo will credit \$100 of driving credits ("**Driving Credits**") to the Modo account of each Resident of the Development who becomes a Modo Member, which Driving Credits shall only be applied to fees for usage of Modo vehicles, for the Term of this Agreement.
23. Throughout the duration of the pre-sale, sale and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer's existing communications channels such as email, website, collateral, sales agents and property managers, with the intent to raise awareness and usage of the Carsharing Program, and with the information and materials in support provided by Modo, including:
- a) a short description of Modo and offer for the Residents on the Development's website;
 - b) a direct email or mail to the Residents once the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website;
 - c) a follow up direct email or mail to the Residents, six (6) months after the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website; and
 - d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the offer for Residents.
24. During the Term of this Agreement, Developer and Modo shall allow use of each other's graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and approved by each party in writing.

25. Developer and Modo shall only use each other's wordmarks, logos or trade names during the Term of this Agreement solely in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).
26. Developer shall permit Modo to monitor the impacts of its Carsharing Program by facilitating the administration of monitoring measures including, but not limited to, the distribution of emails, surveys and questionnaires for the Residents relative to the Carsharing Program, provided that the Residents, in their sole discretion, may elect not participate in any such monitoring measures.

VII. NO FIXED TERM

27. This Agreement shall not have a fixed term and shall continue in full force and effect until terminated in accordance with Parts IX and XI.

VIII. MUTUAL REPRESENTATION

28. Each Party represents and warrants to the other that:
 - a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
 - b) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
 - c) this Agreement has been duly executed and delivered on its behalf and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

IX. TERMINATION AND AMENDMENT

29. Developer and Modo agree that, if after execution of this Agreement, through no fault of their own, Developer does not receive approval for the rezoning application or a development permit for the Development from the Municipality then this Agreement shall be terminated and both parties will be relieved of their obligations herein.
30. No amendment, addition, deletion or other modification to this Agreement shall be effective unless in writing and signed by each party.
31. This Agreement shall only be amended or terminated with the prior written consent of the General Manager of Engineering Services of the Municipality.

32. Notwithstanding Article 30, Modo reserves the right to amend the rules governing the memberships and related ownership of the Subject Shares as set out in Schedule A. Upon any amendments, Modo shall immediately notify the Strata Corporation, following which the Strata Corporation will notify the Residents of such amendments.
33. If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo, in its sole discretion, may cancel the Subject Shares held by the Strata Corporation, and the Strata Corporation will not be entitled to a refund of the Subject Shares purchase price.
34. Either party shall have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

X. DEFAULT

35. A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) calendar days of receipt of such written notice, the party claiming default may proceed with the dispute resolution procedures provided for herein.

XI. DISPUTE RESOLUTION

36. If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
 - a. if the dispute remains unresolved for twenty (20) calendar days after a notice of dispute has been issued as per subsection 36. b., or if a default is not cured within thirty (30) calendar days after either party notifies the other of such default, the parties shall agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator shall be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The parties shall divide the cost of the Mediator equally. If the parties fail or neglect to agree upon a Mediator within ten (10) calendar days, the Mediator shall be appointed by reference to a Judge of the Supreme Court of British Columbia. No one shall act as a Mediator who has any direct or indirect interest in the subject matter of the Agreement or any direct or indirect interest in the parties to this Agreement;
 - b. the party initiating the dispute shall send a notice of dispute in writing to the other party which notice shall contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding

party shall send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement.;

- c. after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties shall request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator shall conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;
- d. if the dispute has not been resolved within ten (10) days after the Mediator was requested under subsection 36. a. to assist the parties to reach an agreement, or within such further period agreed to by the parties, the Mediator shall terminate the mediated negotiations by giving notice in writing to both parties;
- e. except for claims for injunctive relief, all claims, disputes and other matters in question between the parties to the Agreement arising out of or relating to this Agreement which are not resolved by use of the Mediator, shall be decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties shall agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator shall be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator shall not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision shall be specifically enforceable in any Court of competent jurisdiction;
- f. the parties covenant and agree that the Arbitrator appointed hereunder has the power, among other things, to specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
- g. the award rendered by the Arbitrator shall be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia; and

- h. unless otherwise agreed in writing by the parties, the parties shall continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing.

37. The dispute resolution provisions herein shall survive termination of this Agreement.

XII. NOTICES

38. Notices under this Agreement shall be provided in writing to the following the addresses or electronic mail addresses set out below:

TODD PATRICK DOHERTY
961 Pembroke Street
Victoria, BC V8T 1J1
Email: toddco@hotmail.com

MODO CO-OPERATIVE
200 – 470 Granville Street
Vancouver, BC, V6C 1V5
Email: info@Modo.coop

39. All notices are deemed to have been delivered on the next business day following their posting or emailing.
40. Addresses for notice may be amended by written notice from one party to the other.

XIII. ASSIGNMENT

41. Neither party shall transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may assign this Agreement to the Strata Corporation without Modo's prior consent but on notice to Modo.

XIV. INDEMNITY

42. Each party agrees to indemnify and save harmless the other parties from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement.

XV. GENERAL


43. Nothing in this Agreement nor the acts of the parties shall be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
44. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
45. Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.
46. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given. A failure to enforce any breach of this Agreement by any party does not constitute a waiver of such breach or any provision of this Agreement by such party.
47. This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
48. The parties shall at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
49. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
50. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means shall be equally effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF


The parties have executed this Agreement as of the date first written above.

MODO CO-OPERATIVE

TODD PATRICK DOHERTY



Name: Patrick Nangle
Title: CEO



Name: _____
Title: _____

SCHEDULE A
MODO CO-OPERATIVE MEMBERSHIP SHARES BYLAW TO BE
INCORPORATED INTO THE BYLAWS OF THE STRATA CORPORATION

1. The strata corporation (the "**Strata Corporation**") for the residential development located at 945 Pembroke Street in Victoria, British Columbia (the "**Development**") has assumed, or will assume, an agreement (the "**Co-operative Carsharing Agreement**") with Modo Co-operative ("**Modo**") whereby Modo has issued membership shares (the "**Modo Shares**") in Modo for the benefit of twelve (12) current residents of the strata lots in the Development so residents (each a "**Resident**" and together "**Residents**") of the Development can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
2. The Strata Corporation will be the legal owner of the Modo Shares, and a maximum of twelve (12) Residents can, on a continuing basis, enjoy the benefits of Modo Shares subject to meeting Modo's eligibility requirements as set out on Modo's website from time to time.
3. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Strata Corporation (each such Resident is referred to herein as a "**Partner User**" and together "**Partner Users**") benefit from the same price plan for usage of Modo vehicles as shareholders of Modo and are not granted voting rights.
4. Each Resident of the Development may apply to become a Partner User, provided that membership privileges are granted to applying and eligible Residents on a first-come, first-served basis.
5. Each Resident will be responsible for and will save the Strata Corporation or its subsidiaries or any successors or assigns harmless from any and all its obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's use of Modo services or otherwise associated with the Modo Shares of, or membership in, Modo held by the Strata Corporation or its subsidiaries or any successors or assigns for the benefit of such Resident.
6. Residents may make use of Modo vehicles, pursuant to the Co-Operative Carsharing Agreement and pursuant to the policies and rules of membership in Modo.
7. In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
 - a) The Resident, if holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the address of the

Development;

- b) The Resident, if holder of a driver's licence issued in outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and address of the Development; and
 - c) The Resident must provide contact information and any other information required by Modo regarding the Resident that would allow Modo to determine if the Resident qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of Modo as posted on its website and updated from time-to-time.
- 8. A Resident eligible for a membership in Modo may only exercise the rights and benefits of membership in Modo if such Resident would otherwise qualify and/or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
 - 9. If at any time a Resident does not meet the criteria for the rights and benefits of membership in Modo, then the Resident may not exercise any Modo membership rights and benefits until such time that the Resident may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the rules and policies of Modo.
 - 10. Except as provided in these bylaws, the benefits of Modo membership may only be exercised by Residents when Residents have an interest in a strata lot in the Strata Corporation, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
 - 11. The Modo Shares owned by the Strata Corporation attach to the strata lots within the Strata Corporation, and the beneficial interest in the Modo Shares vests in the Residents of such strata lots. Residents who lose their interests or rights in such a strata lot will also lose the benefit of the Modo Shares owned by the Strata Corporation.
 - 12. Every six (6) calendar months, Modo will provide to the Strata Corporation, in writing, the names of all Partner Users. Within thirty (30) calendar days after receipt of this information, the Strata Corporation will inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Strata Corporation.
 - 13. No Resident is entitled to compensation or a refund of the membership share purchase price upon the transfer of any share or benefit as provided herein, and no Resident may demand or otherwise require Modo to refund or redeem the Modo Shares.

14. Partner Users may decide to cease exercising the benefits of the Modo Shares owned by the Strata Corporation, but the Modo Shares remain at all times in the name of the Strata Corporation and attach to the strata lots within the Strata Corporation.
15. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
16. Upon destruction of the strata lots in the Development, and if there is a decision to not rebuild such strata lots, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
17. The bylaws in this schedule (collectively, the "**Modo Bylaws**") will automatically terminate in the event the Co-operative Carsharing Agreement is terminated.
18. If the Modo Bylaws are repealed or replaced by the Strata Corporation, without Modo's consent, such consent not to be unreasonably withheld or delayed, then the Modo Shares and any beneficial interest therein accruing to the Residents of the Development, as the case may be, may, at the option of Modo, be absolutely forfeited for the Development, as the case may be, to Modo without right of compensation of any kind; provided however that Modo will continue to operate the car sharing program notwithstanding the forfeiture of some or all of the memberships.
19. If the Strata Corporation passes a bylaw allowing strata lots in the Development to be rented, it will use reasonable commercial efforts to require any prospective tenant to abide by the terms of the Modo Bylaws. Any benefits of membership by way of the Modo Shares owned by the Strata Corporation are only available to a Resident who is a tenant of a strata lot in the Development when the Modo Bylaws are provided as a separate document with such Resident's rental agreement for such strata lot.