

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.

17 JUN 2008 09 08

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VT

**REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC**

June 16, 2008

Please receive herewith the following document(s) for filing:

FORM D – STRATA CHANGE OF ADDRESS – LMS 3866

Signature of agent – Theresa Warren

TML MGMT GROUP
213-2680 SHELL ROAD
RICHMOND, BC V6X 4C9
PH: 604-232-4040

DYE & DURHAM – Client no. 11061

Strata Property Act
Form D

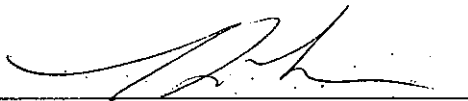
STRATA CORPORATION CHANGE OF MAILING ADDRESS
(Section 62(3))

Re: Strata Plan LMS 3866

The mailing address of the strata corporation has been changed to:

#213 – 2680 Shell Road
Richmond, BC
V6X 4C9

Date: June 11, 2008



Signature of Strata Manager

30 OCT 2007 15

88173775

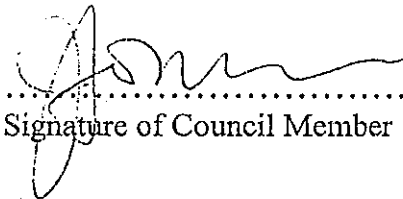
Strata Property Act

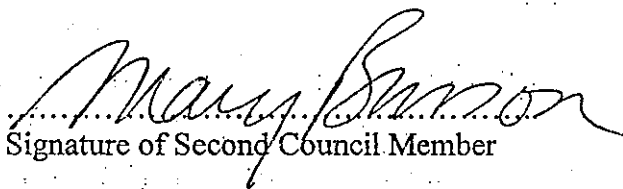
FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan LMS 3866 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 the **Annual General Meeting** held on **October 18, 2007**.


.....
Signature of Council Member


.....
Signature of Second Council Member

* Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 8)
(Section 128)

The Owners, Strata Plan LMS3866 certify that the attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on the ____ day of _____, 2007.

The bylaws of The Owners, Strata Plan LMS3866 that the Bylaws of the Strata Corporation LMS3866 be amended by the inclusion of the Bylaws as per the attachments marked as Schedule "A" and Schedule "B" attached hereto as Bylaws of Strata Plan LMS3866."

.....
Signature of Council Member

.....
Signature of Council Member

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

Schedule "A"

Strata Plan LMS3866 – Vintage Eastside

Amendments to the Bylaws of the Strata Corporation, Strata Plan LMS3866 approved at the Annual General Meeting held on October 18, 2007.

1. Disturbances of Others

- 1.1. The sidewalks, walkways, passages and driveway of the common property shall not be obstructed or used for any purpose other than ingress or egress from strata lots and parking areas within the common property.
- 1.2. No mops or dusters of any kind shall be shaken and no refuse, cigarette butts lit or unlit shall be thrown out of any of the windows, any of the doors or from any balcony of a strata lot.
- 1.3. No owner, guest or visitor shall be permitted to trespass on any part of the property to which another owner is entitled to exclusive occupation.
- 1.4. An owner is responsible to the Strata Corporation for the conduct and actions of all occupants or guests in his strata lot and shall be held fully accountable for any infraction of the *Condominium Act*, Bylaws or Rules and Regulations in force, committed by such occupants or guests. Acts of vandalism committed by dependent children or guests of an owner or occupier shall be considered as actions by or on behalf of the owner.
- 1.5. The riding of any mechanical device, except for mechanical devices for disabled persons, including bicycles, tricycles, skateboards, roller-skates or similar devices is not permitted on common property except to and from the bicycle storage room.
- 1.6. Playing or loitering on any common property which affects the quiet enjoyment of strata lots or safety of others is not permitted.

2. Exterior Appearance and Alterations

- 2.1. No owner or occupant shall install draperies or blinds of a color other than white or beige on any window visible from the exterior of a strata lot.
- 2.2. No owner or occupant shall install window, patio door and/or front door screens which are visible from the exterior of a strata lot of a color other than which matches the exterior of the unit. Beige coloured frames and screens are allowed.
- 2.3. No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the buildings so that they are visible from the outside of the building.

- 2.4. No shades, awnings, balcony guards shall be used or installed in or about the strata plan except those installations approved in writing by Council, permission shall not be unreasonably withheld.
- 2.5. No supplementary heating or air-conditioning devices shall be installed in or about the strata plan except those installations approved in writing by Council. Permission shall not be unreasonably withheld.
- 2.6. No television or radio antennae or similar structures or appurtenances thereto shall be erected on or fastened on any unit without the written permission of the Strata Council. Small (18") satellite dishes are allowed.
- 2.7. No signs, billboards, notices or other advertising matter of any kind shall be placed on the common property or any part of a unit without the written consent of the Council.
- 2.8. No structural alternation, plumbing or electrical work shall be made to any strata lot within any bearing or party wall, without the prior written consent of the Council.
- 2.9. An owner shall be required to received the prior written approval of the Strata Council before undertaking any alterations to his strata lot which affect the exterior appearance of the building.
- 2.10. Only patio and garden items may be kept on balconies.
- 2.11. Bicycles areas are not to be used for storage.
- 2.12. All owners who wish to install hardwood flooring must meet the following requirements:

The main sub-floor must have a soundproof underlay or a sound barrier with a minimum Impact Isolation Class Rating (IIC) of 60 and new flooring is restricted to glued down or floating engineered hardwood flooring products or materials of similar nature. It is required that all underlay be approved by the Strata Council before installation.

3. Vehicles and Parking

- 3.1. Parking of vehicles other than those owned or leased by a resident or their house guest is prohibited.
- 3.2. No major or recurrence repairs of any kind shall be carried out in the parking areas or any common property.
- 3.3. Vehicles dripping fluids are prohibited from parking in the garage until repaired. Owners causing staining from excess oil or any other fluids from their vehicles shall, when notified by the Strata Council, clean up all areas affected. Failure to do so

within seven days of receipt of such notice shall result in the Strata Council cleaning the areas and charging the owner with the cost incurred.

- 3.4 Assigned parking areas may not be used for storage of other than one automobile, except with the prior approval of the Strata Council. The construction or placement of storage compartments in assigned parking areas is prohibited.
- 3.5 All parking areas are common property and may not be altered or defaced in any manner.
- 3.6 The maximum speed limit in all parking areas is 16 kph.
- 3.7 An owner shall not lease his parking space or spaces to any person or persons other than residents of the strata plan.

4. Pets/Animals

- 4.1 Pets are defined as domesticated animals kept for pleasure rather than utility.
- 4.2 All pets/animals must be registered with the Strata Council in writing.
- 4.2 Strata Lot owners who maintain an aquarium, shall be responsible for all repair costs, including any insurance coverage costs, incurred in the event that such aquarium causes any water damage to any strata lot, common property or limited common property.
- 4.3 Reptiles are not permitted.
- 4.4 Each strata lot owner, tenant and/or occupant is permitted to have two (2) birds.
- 4.5 Each strata lot owner is permitted to have either two (2) cats, two (2) dogs, or one of each; owners must seek approval from the Strata Council if more than 2 of such pets are desired. Dogs and cats must be spayed or neutered.
- 4.6 Dogs shall be kept on a leash of six feet or less at all times when on the common property of the development. Any owner or occupant permitting his/her dog or cat to foul any part of the common property shall be held responsible for the removal of the excrement. Failure to do so will result in a \$25.00 fine per occurrence in addition to repair cost. Pets are also not permitted to urinate on the common property.
- 4.7 In the event that an owner or tenant houses a pet which proves to be a nuisance, whether on the strata lot or common property, the owner of the strata lot housing such pet will be ordered in writing by the Strata Council to control the pet to eliminate such nuisance. In the event that the Owner fails to control the pet after receipt of one warning, a notice will be issued by the Strata Council ordering the removal of the animal permanently from the Strata Corporation. If the Owner fails to permanently remove the animal within seven days of receiving the written notice, the owner of

such strata lot will be fined \$100.00 per month, or portion thereof, during which the offending pet continues to occupy or be housed in such strata lot.

4.8 Bird feeders are not permitted.

4.9 Food of any kind for the purpose of feeding birds and any non-domesticated animal or animal which has not been registered with the strata council as a pet is not to be placed on any part of a strata lot, common property or limited common property.

5. Maintenance Contribution

5.1 Monthly maintenance contributions levied by the Strata Corporation on owners are due and payable on the first day of each month to which the strata fees relate. Maintenance fees not received within thirty (30) days of the due date may subject the owner in question to a fine of \$25.00 for each month or portion thereof during which the maintenance contribution remains unpaid.

5.2 Where an owner is in arrears of an aggregate of three monthly maintenance contributions, a lien may be filed against such owner's strata lot at the expense of such owner for the total moneys due plus all legal and other expenses.

6. Cleanliness

6.1 An owner/occupier shall not allow his strata lot and areas designated for his/her exclusive use (balcony/patio, parking stall and/or locker) to become untidy or unsanitary. Rubbish, garbage, boxes, packing cases, or the like shall not be thrown, piled, stored on the strata lot or common property. The Strata Council shall be at liberty to remove rubbish or clean up the common property, limited common property or strata slot and charge the owner involved.

6.2 An owner/occupier of a strata lot shall not deposit refuse or garbage on or about the common property or limited common property other than in the designated garbage containers provided by the Strata Corporation.

6.3 Any material other than ordinary household refuse or garbage, including furniture, carpet, flooring and any other renovation waste shall be removed from the property by the owner at his/her cost and shall not be deposited in the garbage containers provided by the Strata Corporation.

6.4 Clothes, books, and other unwanted items are not to be deposited/abandoned anywhere on the common property.

7. Hazards

7.1 Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on strata lots, the common property, or storage lockers, which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata council or strata lot owners.

Every owner shall maintain a functional door closing device at the entrance to their strata lot.

- 7.2 No material substances especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, door, balcony, or other part of the Strata Lot or common property.
- 7.3 Only gas and electric barbecue equipment is permitted.
- 7.4 An owner shall not store propane tanks in any common area such as locker and or parking garage. Propane tanks are to be stored outside on patios or balconies.

8. Move-In Charges

- 8.1 Moving is permitted between 8:00 a.m. and 6:00 p.m., Monday to Friday and 10:00 a.m. to 5:00 p.m. Saturday, Sunday and Statutory Holidays. Prior arrangements must be made with the management company at least one week prior to the moving date. Wall pads must be installed in the elevator prior to any move.
- 8.2 The owner of the strata lot for which the move is taking place is responsible for cleaning up any debris or litter left behind as a result of moving. Costs incurred by the Strata Council for any additional clean-up or repair costs resulting from the move shall be charged to the owner and a fine may be levied.
- 8.3 All owners are required to pay a One Hundred Dollar (\$100) moving fee to the Strata Corporation for each move-in/move-out. Owners are responsible for payment of moving fees for their tenants.

9. Rental Restrictions

- 9.1 The number of strata lots (including part strata lots) within the strata corporation that may be leased at any one time is limited to 9.
- 9.2 An owner wishing to lease a strata lot or part of a strata lot must apply in writing to the council for permission to rent before entering into a tenancy agreement. For greater certainty, bylaws 9.1 through 9.8 apply to a new rental and a change of tenant.
- 9.3 If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 9.1, excluding exempt strata lots pursuant to sections 143 or 144 of the Act, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- 9.4 If the limit stated in bylaw 9.1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 143

or 144 of the Act, the council shall grant permission and notify the owner of the same in writing as soon as possible.

- 9.5 An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 9.1.
- 9.6 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 9.7 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 9.8 Where an owner leases a strata lot in contravention of bylaws 9.1, 9.2 or 9.3, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 9.9 Unless authorized by the Strata Council, all rental units shall be restricted to the following number of occupants:
 - a) in a one bedroom suite: not more than two permanent occupants
 - b) in a one bedroom and den suite: not more than three permanent occupants
 - c) in a two bedroom suite: not more than four permanent occupants
- 9.10 Non-compliance of 9.9 will result in a fine of \$100.00 per month.

Schedule "B"

The aforementioned Bylaws identified as Schedule "A" attached hereto are in addition to the *Strata Property Act* Schedule of Standard Bylaws and replace the following Amendments:

- 1) BR200155 registered in the Land Title Office August 7, 2001;
- 2) BV293252 registered in the Land Title Office July 29, 2003;
- 3) BW509917 registered in the Land Title Office November 4, 2004; and
- 4) BA589892 registered in the Land Title Office December 18, 2006.



EXHIBIT "C"

**IN THE MATTER OF THE "REAL ESTATE ACT"
AND THE DISCLOSURE STATEMENT OF
ARAGON PROPERTIES LTD.**

RENTAL DISCLOSURE STATEMENT

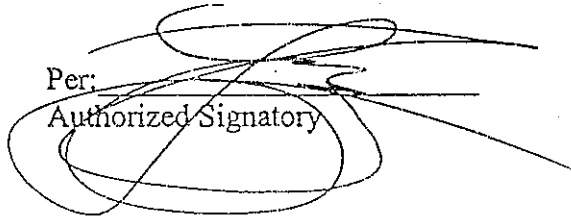
The Undersigned Developer, Aragon Properties Ltd., does hereby declare that it may lease any Strata Lots for residential purposes for an indefinite period of time with respect to its Development situate in the City of Vancouver, British Columbia more particularly described as:

Parcel Identifiers 011-961-589, 011-961-597,
011-961-619 and 011- 279-575
Lots D, E and F, Block 92 District Lot 301
Plan 4017, Lot A of Lots 2 and 3, Block 92,
District Lot 301, Plan 4916 (the 'Lands')

There is no proposed by-law of the proposed Strata Corporation which will limit the number of Strata Lots that may be leased by the owners.

DATED at Vancouver, British Columbia the 25 day of March, 1998.

ARAGON PROPERTIES LTD.

Per: 
Authorized Signatory



The Owners, Strata Plan LMS3866 - Vintage Eastside

Budget 2009 - 2010

Fiscal Year: September 1, 2009 to August 31, 2010

Description	2008 - 2009			2009 - 2010	
	Budget	Actual	Variance	Budget	
REVENUE					
Strata Fees	\$ 125,033.75	\$ 125,036.75	\$ 3.01	\$ 125,033.75	(1)
Parking Income	-	510.00	510.00	-	
Infraction By-law Fine	-	50.00	50.00	-	
Late Fees	-	-	-	-	
Move In/Out Fees	-	823.00	823.00	-	
Surplus carried forward	19,411.99	19,411.99	-	15,074.44	(2)
TOTAL REVENUE	\$ 144,445.74	\$ 145,831.74	\$ 1,386.01	\$ 140,108.19	
OPERATING EXPENSES					
Administration	\$ 2,200.00	\$ 1,130.59	\$ (1,069.41)	\$ 1,600.00	
Access System	500.00	-	(500.00)	-	
Bank Charges	400.00	513.97	113.97	520.00	
Carpet Cleaning	1,000.00	-	(1,000.00)	-	
CHOA Membership Fee	225.00	225.00	-	225.00	
Dryer Vent Cleaning	2,500.00	-	(2,500.00)	2,500.00	
Electricity	\$ 9,000.00	\$ 8,705.16	\$ (294.84)	9,000.00	
Elevator Maintenance/Licence	4,000.00	3,575.88	(424.12)	4,000.00	
Fire Alarm Monitoring	1,100.00	497.72	(602.28)	500.00	
Fire Prevention	4,500.00	848.61	(3,651.39)	2,000.00	
Gas	24,000.00	27,212.06	3,212.06	26,526.08	(3)
Insurance & Appraisal	11,000.00	11,449.49	449.49	10,000.00	
Janitorial	\$ 7,000.00	\$ 8,190.00	\$ 1,190.00	8,000.00	
Landscaping Expenses	3,500.00	4,352.25	852.25	4,500.00	
Legal & Professional	1,000.00	(685.71)	(1,685.71)	1,000.00	
Management Fee	12,700.00	12,700.08	0.08	12,850.00	
Meeting Expense	-	210.00	210.00	-	
Pest Control	1,500.00	1,869.33	369.33	1,500.00	
Photocopies/Fax/Postage/Courier	2,000.00	1,648.18	(351.82)	1,700.00	
Power Washing	500.00	367.50	(132.50)	500.00	
Preventive Maint. - Mechanical & Plumbing	1,000.00	1,214.30	214.30	1,300.00	
Recycling	500.00	503.00	3.00	550.00	
Repair & Maintenance	21,086.99	13,268.82	(7,818.17)	21,000.00	(4)
Snow Removal	\$ 400.00	\$ 585.49	\$ 185.49	600.00	
Supplies & Miscellaneous Expenses	1,000.00	359.41	(640.59)	1,000.00	
Telephone Lines for Fire Panel and Elevator	1,200.00	1,148.99	(51.01)	1,200.00	
Waste Management	3,500.00	3,499.70	(0.30)	3,500.00	
Water & Sewer	9,000.00	10,233.75	1,233.75	10,300.00	
Window Cleaning	1,000.00	-	(1,000.00)	1,000.00	
TOTAL OPERATING EXPENSES	\$ 127,311.99	\$ 113,623.57	\$ (13,688.42)	\$ 127,371.08	
Contingency Reserves	\$ 17,133.75	\$ 17,133.73	\$ (0.02)	\$ 12,737.11	(5)
TOTAL EXPENSES	\$ 144,445.74	\$ 130,757.30	\$ (13,688.44)	\$ 140,108.19	
Profit / Deficit		15,074.44			
(1) No strata fee increases					
(2) Surplus carried over from last fiscal year.					
(3) Gas expense was over the budget about \$3,200.					
(4) Interior painting is considered in this budget item.					
(5) 10% of the operating expenses to be contributed to the Contingency Reserve Fund.					

**The Owners, Strata Plan LMS3866 - Vintage Eastside
Budget 2009 - 2010**

Fiscal Year: September 1, 2009 to August 31, 2010

Strata Lot No.	Unit Entitlement	Monthly		
		Operation Expenses	Contingency Reserve	Strata Fees
1	747	\$ 214.39	\$ 24.32	\$ 238.71
2	779	223.58	25.36	248.94
3	779	223.58	25.36	248.94
4	779	223.58	25.36	248.94
5	798	229.03	25.98	255.01
6	798	229.03	25.98	255.01
7	779	223.58	25.36	248.94
8	779	223.58	25.36	248.94
9	779	223.58	25.36	248.94
10	497	142.64	16.18	158.82
11	674	193.44	21.95	215.39
12	783	224.73	25.49	250.22
13	783	224.73	25.49	250.22
14	783	224.73	25.49	250.22
15	801	229.89	26.08	255.97
16	801	229.89	26.08	255.97
17	783	224.73	25.49	250.22
18	783	224.73	25.49	250.22
19	783	224.73	25.49	250.22
20	671	192.58	21.85	214.43
21	395	113.37	12.86	126.23
22	497	142.64	16.18	158.82
23	674	193.44	21.95	215.39
24	783	224.73	25.49	250.22
25	783	224.73	25.49	250.22
26	783	224.73	25.49	250.22
27	801	229.89	26.08	255.97
28	801	229.89	26.08	255.97
29	783	224.73	25.49	250.22
30	783	224.73	25.49	250.22
31	783	224.73	25.49	250.22
32	671	192.58	21.85	214.43
33	395	113.37	12.86	126.23
34	497	142.64	16.18	158.82
35	674	193.44	21.95	215.39
36	780	223.86	25.40	249.26
37	780	223.86	25.40	249.26
38	780	223.86	25.40	249.26
39	799	229.32	26.01	255.33
40	799	229.32	26.01	255.33
41	780	223.86	25.40	249.26
42	780	223.86	25.40	249.26
43	780	223.86	25.40	249.26
44	671	192.58	21.85	214.43
45	395	113.37	12.86	126.23
	32606	\$ 9,358.14	\$ 1,061.58	\$ 10,419.72

* Pursuant to Strata Property Act section 99(2), strata fees are calculated as follows:

Unit entitlement of strata lot	X	Total contribution
Total unit entitlement of all strata lots		