

Strata Property Act
FORM B
INFORMATION CERTIFICATE
(Section 59)

The Owners, Strata Plan LMS-2891 certify that the information contained in this certificate with respect to Strata Lot 89 is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above: \$431.37.
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*) \$ 64.15
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets?
(X)no () yes *[attach copy of all agreements]*
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved \$ NIL.
The payment is to be made by N/A
[month, day, year]
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year \$ Unknown.
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund \$ 80,733.27

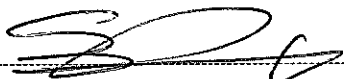
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office?
(X)no () yes *[attach copy of all amendments]*
- (h) Are there any resolutions passed by a 3/4 vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office?
(X)no () yes *[attach copy of all resolutions]*
- (i) Has notice been given for any resolutions, requiring a 3/4 vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?
(X)no () yes *[attach copy of all resolutions]*
- (j) Is the strata corporation party to any court proceeding or arbitration, and/or are there any judgements or orders against the strata corporation?
(X)no () yes *[attach details]*
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?
(X)no () yes *[attach copy of all resolutions]*
- (l) Number of strata lots in the strata plan that are rented:
8 (only 4 per building allowed)

Date: May 26, 2009 *[month day year]*

N/A

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

OR


Signature of Strata Manager, Sean Cornish

CONDOMINIUM ACT

(Section 29)

RENTAL DISCLOSURE STATEMENT

1. The proposed strata plan in respect of which this statement is made is described as 2161 and 2181 West 12th Avenue, Vancouver, which will be located on lands legally described as:

City of Vancouver
Parcel Identifier: 023-202-416
Lot 1
Block 384, District Lot 526
Group 1, New Westminster District
Plan LMP25014

and will contain 100 residential strata lots in two four-storey buildings.

2. The residential strata lots described below are under lease as of the date of this statement and the owner-developer intends to lease each strata lot until the date set out opposite its description.

NIL

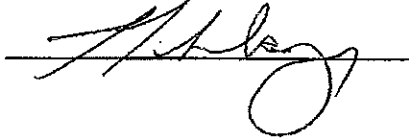
3. The owner-developer intends to lease all of the proposed strata lots indefinitely.

4. There is presently no bylaw of the strata corporation which limits the number of strata lots that may be leased by the owners.

DATED this 19 day of April, 1996.

Greystone Real Estate Corporation



Per: 

LMS 2891

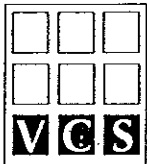
2008/2009 BUDGET WORKING PAPER
STRATA PLAN LMS-2891

10-Dec-08
YEAR END: OCTOBER 31

CATEGORY CODE	NAME	2007/2008 BUDGET	2007/2008 PROBABLE	2008/2009 FINAL
REVENUE				
6710	STRATA FEES	\$ 314,019	\$ 314,019	\$ 368,875
6720	PARKING	350	-	-
6750	SUITE RENT	13,570	13,680	13,680
6760	INTEREST INCOME	2,000	1,800	2,000
6770	MOVE IN FEES	1,800	1,800	1,400
6775	NSF CHARGES	50	50	-
6780	MISCELLANEOUS	650	120	300
	TOTAL REVENUE	\$ 332,439	\$ 331,469	\$ 386,255
EXPENSES				
7050	MANAGEMENT FEE	\$ 25,186	\$ 25,224	\$ 25,200
7100	INSURANCE*	25,528 *	24,500 *	28,000 *
7105	INSURANCE APPRAISAL (DUE FEB. 2010)	-	-	-
7150	CARETAKER	36,180	42,800	49,920
7165	CPP	1,461	1,195	-
7170	EI	864	730	-
7175	WCB	327	198	-
7250	AUDIT	2,500	2,500	3,000
7300	LEGAL FEES	500	-	500
7340	STRATA SUITE MORTGAGE	9,428	9,328	9,303
7345	CARETAKER'S SUITE EXPENSE	1,000	-	-
7350	PROPERTY TAX	689	1,007	1,100
7380	COMMUNICATIONS / PAGER	1,535	1,285	1,600
7400	STRATA EXPENSE	3,632	3,800	3,800
7410	CONDO ASSESSMENT	2,330	2,270	2,700
8010	GAS	\$ 70,272	\$ 72,500	\$ 74,000
8020	ELECTRICITY	19,464	20,950	21,500
8030	WATER* & SEWER*	18,075 *	18,900 *	19,500 *
8040	WASTE REMOVAL	8,648	9,000	9,000
8045	RECYCLING	3,720	3,710	3,800
8060	ELEVATOR - CONTRACT	7,162	7,000	8,000
8065	ELEVATOR - R & M	1,000	500	-
8080	LANDSCAPING	12,158	13,100	12,000
8120	MECHANICAL EQUIP. - R & M	8,451	10,800	9,000
8130	FIRE SERVICE	3,368	4,850	7,000
8135	FIRE SYSTEM - R & M	2,500	10,000	-
8140	SECURITY	715	750	1,000
8145	SECURITY - MOVE IN / OUT	1,800	200	-
8190	PLUMBING - R & M	8,000	8,300	9,000
8240	COMMON AREA R & M	9,000	11,700	18,000
8250	EXTERIOR R & M	5,000	3,970	-
8260	CLEANING SUPPLIES	1,000	1,250	1,000
8265	LIGHTING SUPPLIES	1,900	1,500	1,700
8270	DRYER DUCT CLEANING	2,500	2,935	2,935
8280	CARPET CLEANING	1,590	1,580	1,580
8450	WINDOW CLEANING	3,100	3,050	3,300
8470	SNOW REMOVAL	500	-	-
8480	PARKING, WALKS & DRIVEWAYS	4,336	4,500	10,000
9997	DEFICIT RECOVERY	-	-	27,036
9998	CAPITAL REPLACEMENT	27,000	27,000	-
	TOTAL OPERATING EXPENSES	\$ 332,419	\$ 352,882	\$ 364,474
9999	CONTINGENCY	\$ -	\$ -	\$ 21,781
	TOTAL EXPENSES	\$ 332,419	\$ 352,882	\$ 386,255
	SURPLUS / (DEFICIT)	20	(21,413)	-

GST included in all categories except as denoted * which is exempt.

Any owner who would like further information or specific details is invited to call the management company prior to the Annual General Meeting.



VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

MEMO TO: Realtors

FROM: Vancouver Condominium Services Ltd.

Enclosed please find the current financial statement for the strata plan as recently requested by you.

Please review it and feel free to call the strata agent with any questions that you may have.

NOTICE

The attached financial statement is sent to you on a "without prejudice" basis. This financial statement is intended for use by the strata council to monitor details of its disbursements and its cash flow requirements. Readers other than the strata council are cautioned that this statement may not necessarily be appropriate for their use.

Please note that this statement discloses the current financial position of the strata corporation as of the date of the statement. The statement does not necessarily report accrued accounts payable or contingent liabilities.

If you require further information concerning the financial status of this particular strata corporation please contact the appropriate strata agent at Vancouver Condominium Services Ltd. during regular business hours.

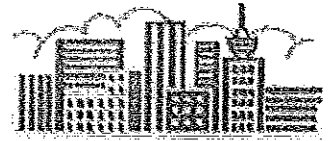
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Encl.



LMS2891 BUDGET COMPARATIVE



Report Criteria

Company Code:	STRATA PLAN LMS2891 (LMS2891)
Report Title:	Operating Statement
Report Date:	For the 6 Month Ended 04/30/09
Divisions:	LMS2891

<u>Curr Month</u> <u>Actual</u>	<u>Curr Month</u> <u>Budget</u>	<u>A/C Description</u>	<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>YTD</u> <u>Variance</u>	<u>Total</u> <u>Budget</u>
Summary Divisions						
REVENUE						
30,739.61	30,739.58	6710 STRATA FEES	184,437.66	184,437.48	(0.18)	368,875.00
--	--	6720 PARKING	550.00	--	(550.00)	--
--	--	6730 FINES	1,050.00	--	(1,050.00)	--
1,140.00	1,140.00	6750 SUITE RENT	6,840.00	6,840.00	--	13,680.00
17.28	166.67	6760 INTEREST INCOME	220.76	1,000.02	779.26	2,000.00
--	116.67	6770 MOVE IN FEES	400.00	700.02	300.02	1,400.00
--	25.00	6780 MISCELLANEOUS	--	150.00	150.00	300.00
31,896.89	32,187.92	TOTAL REVENUE	193,498.42	193,127.52	(370.90)	386,255.00
EXPENSES						
GENERAL EXPENSES						
2,079.00	2,100.00	7050 MANAGEMENT FEE	12,710.25	12,600.00	(110.25)	25,200.00
2,151.25	2,333.33	7100 INSURANCE	12,733.85	13,999.98	1,266.13	28,000.00
4,435.20	4,160.00	7150 CARETAKER	26,981.09	24,960.00	(2,021.09)	49,920.00
(2,598.75)	250.00	7250 AUDIT	(9.00)	1,500.00	1,509.00	3,000.00
2,383.99	41.67	7300 LEGAL FEES	3,247.34	250.02	(2,997.32)	500.00
775.26	775.25	7340 STRATA SUITE MORTGAGE	4,651.58	4,651.50	(0.06)	9,303.00
--	91.67	7350 PROPERTY TAX	551.00	550.02	(0.98)	1,100.00
105.53	133.33	7380 COMMUNICATIONS / PAGER	886.19	799.98	(86.21)	1,600.00
231.85	316.67	7400 STRATA EXPENSE	2,619.17	1,900.02	(719.15)	3,800.00
194.20	225.00	7410 CONDO ASSESSMENT	1,165.20	1,350.00	184.80	2,700.00
9,757.53	10,426.92	TOTAL GENERAL EXPENSES	65,536.65	62,561.52	(2,975.13)	125,123.00
BUILDING & GROUND EXPENSES						
3,954.88	6,166.67	8010 GAS	51,000.64	37,000.02	(14,000.62)	74,000.00
1,370.88	1,791.67	8020 ELECTRICITY	10,126.48	10,750.02	623.54	21,500.00
6,290.17	1,625.00	8030 WATER & SEWER	7,990.57	9,750.00	1,759.43	19,500.00
68.00	750.00	8040 WASTE REMOVAL	2,901.59	4,500.00	1,598.41	9,000.00
65.36	316.67	8045 RECYCLING	670.12	1,900.02	1,229.90	3,800.00
--	666.67	8060 ELEVATOR - CONTRACT	3,827.46	4,000.02	172.56	8,000.00
803.50	1,000.00	8080 LANDSCAPING	4,735.75	6,000.00	1,264.25	12,000.00
--	750.00	8120 MECHANICAL EQUIP. - R & M	3,206.90	4,500.00	1,293.10	9,000.00

Prepared by: CT

Reference: jr/f/rnkowX-r.p

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Curr Month	Actual	Curr Month	Budget	A/C Description	YTD	Budget	YTD	Variance	Total
5,286.19	583.33	8130 FIRE SERVICE	9,022.68	3,499.98	(5,522.70)	7,000.00	7,000.00		
--	83.33	8140 SECURITY	147.00	499.98	352.98	1,000.00	1,000.00		
--	750.00	8190 PLUMBING - R & M	561.29	4,500.00	3,938.71	9,000.00	9,000.00		
(2,062.72)	1,500.00	8240 COMMON AREA R & M	8,522.64	9,000.00	477.36	18,000.00	18,000.00		
--	83.33	8260 CLEANING SUPPLIES	275.62	499.98	224.36	1,000.00	1,000.00		
--	141.67	8265 LIGHTING SUPPLIES	198.35	850.02	651.67	1,700.00	1,700.00		
244.58	8270 DRYER DUCT CLEANING	1,467.48	1,467.48	3,938.71	2,935.00	2,935.00	2,935.00		
131.25	8280 CARPET CLEANING	787.50	787.50	790.02	2.52	1,580.00	1,580.00		
--	275.00	8450 WINDOW CLEANING	--	1,650.00	1,650.00	3,300.00	3,300.00		
7,236.60	833.33	8480 PARKING, WALKS & DRIVEWAYS	7,679.00	4,999.98	(2,679.02)	10,000.00	10,000.00		
23,144.11	17,692.92	TOTAL BUILDING & GROUND EXPENSES	111,653.59	106,157.52	(5,496.07)	212,315.00	212,315.00		
2,253.00	2,253.00	9997 DEFICIT RECOVERY	13,518.00	13,518.00	--	27,036.00	27,036.00		
1,815.08	1,815.08	9999 TRANSFER TO CONTINGENCY	10,890.48	10,890.48	--	21,781.00	21,781.00		
36,969.72	32,187.92	TOTAL EXPENSES	201,598.72	193,127.52	(8,471.20)	386,255.00	386,255.00		
(5,072.83)	--	NET CASH FLOW	(8,100.30)	--	8,100.30	--	--		



LMS2891 BALANCE SHEET

Report Criteria

Company Code:	STRATA PLAN LMS2891 (LMS2891)
Report Title:	BALANCE SHEET
Report Date:	As at April 30, 2009
Divisions:	LMS2891

Year to Date

Summary Divisions

ASSETS

CURRENT ASSETS

TOTAL CASH SCHEDULE	90,818.45
1200 STRATA FEES RECEIVABLE	3,697.24
1210 CRF - RECEIVABLE FROM OP.	6,000.00
1230 GRE - REC. FROM CAPITAL RPLC.	8,000.00
1400 PREPAID INSURANCE	23,663.71
TOTAL CURRENT ASSETS	132,179.40

FIXED ASSETS

2250 STRATA SUITE	164,895.00
TOTAL FIXED ASSETS	164,895.00

TOTAL ASSETS

297,074.40

LIABILITIES & EQUITY

LIABILITIES

CURRENT LIABILITIES

3200 ACCOUNTS PAYABLE	13,471.74
3220 OP. - PAYABLE TO CRF	6,000.00
3235 CAPITAL RPLC - PAYABLE TO CRF	6,000.00
3400 SECURITY DEPOSITS	1,410.00
3410 DEPOSITS - RESIDENTIAL	180.00
TOTAL CURRENT LIABILITIES	29,061.74

LONG TERM LIABILITIES

4100 MORTGAGE PAYABLE	87,602.24
TOTAL LONG TERM LIABILITIES	87,602.24

TOTAL LIABILITIES

116,663.98

Prepared by: CT

Reference: jr/FinRowX-r.p

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Notice to Reader

Year to Date	MEMBERS' EQUITY
	FUNDS
	TOTAL CONTINGENCY RESERVE
80,733.27	TOTAL CAPITAL REPLACEMENT
1,786.17	TOTAL PARKADE LIGHT UPGRADE (SL)
1,612.85	TOTAL ENG. RPR. / BLDG. ENV. RW. (C)
11,522.07	TOTAL FUNDS
95,654.36	FIXED ASSETS CONTRA
	4850 FIXED ASSETS, OWNERS' EQUITY
77,292.76	TOTAL FIXED ASSETS CONTRA
77,292.76	OPERATING FUND
	4860 OPERATING FUND, OPENING BAL.
2,045.60	4863 OPER. FUND, ADJUSTMENT TO OP. BAL.
13,518.00	4870 CURRENT SURPLUS (DEFICIT)
(8,100.30)	TOTAL OPERATING FUND
7,463.30	TOTAL MEMBERS' EQUITY
180,410.42	TOTAL LIABILITIES & EQUITY
297,074.40	

LMS2891 SCHEDULE



Report Criteria

Company Code:	STRATA PLAN LMS2891 (LMS2891)
Report Title:	SCHEDULE REPORT
Report Date:	As at April 30, 2009
Divisions:	LMS2891

Year to Date

Summary Divisions

CASH

1010 CCS - CAPITAL RPLC.	1,786.17
1015 CCS - PARKADE LIGHT UPGRD.	816.42
1025 CCS - ENG. RPR / BLDG. ENV. RVW.	11,522.07
1060 COAST CAPITAL SAVINGS ACCT.	1,953.07
1063 COAST CAPITAL SAVINGS GRF ACCT.	74,740.72

TOTAL CASH **90,818.45**

CRF

4300 CONTINGENCY RESERVE, OP. BAL.	80,923.31
4310 CONTINGENCY RESERVE, CURR. APPR.	10,890.48
4320 CONTINGENCY RESERVE, LESS EXP.	(11,500.00)
4330 CONTINGENCY RESERVE, INTEREST	419.48

TOTAL CRF **80,733.27**

CAPITAL REPLACEMENT

4400 CAPITAL RPLCMNT., OPEN. BAL.	11,188.07
4415 CAPITAL RPLCMNT., LESS EXP.	(9,437.70)
4420 CAPITAL RPLCMNT., INTEREST	35.80

TOTAL CAPITAL REPLACEMENT **1,786.17**

PARKADE LIGHT UPGRADE (SL)

4530 PARKADE LIGHT UPGRD., CURR. APPR.	9,999.96
4535 PARKADE LIGHT UPGRD., LESS EXP.	(8,400.84)
4540 PARKADE LIGHT UPGRD., INTEREST	13.73

TOTAL PARKADE LIGHT UPGRADE (SL) **1,612.85**

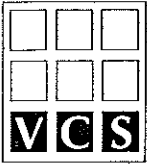
ENG. RPR. / BLDG. ENV. RVW. (C)

4680 ENG. RPR / BLDG. ENV. RVW., CURR. APPR.	11,500.00
4690 ENG. RPR / BLDG. ENV. RVW., INTEREST	22.07

TOTAL ENG. RPR. / BLDG. ENV. RVW. (C) **11,522.07**

Notice to Reader

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VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

BYLAWS

STRATA PLAN LMS-2891

"THE CARLINGS"

ADDRESS: 2181 W. 12th Avenue
Vancouver, B.C.
V6K 4S7

2161 W. 12th Avenue
Vancouver, B.C.
V6K 4S8

Attached hereto is a copy of the bylaws for the strata corporation taken from the records that we maintain for the strata corporation. These are provided to you on a "without prejudice" basis. For legal purposes please obtain a true copy as currently registered at the Land Title Office. Please also consider if, and to what extent, the Schedule of Standard Bylaws in the Strata Property Act applies. The bylaws are an extensive legal document and we recommend you obtain and rely on professional legal counsel and advice on the content.

* * *



CARLINGS, LMS2891

SCHEDULE OF STANDARD BY-LAWS

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

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) After two months of arrears in maintenance fee payments, the Strata Council may, at its discretion, place a lien on the Strata Lot after serving a 14-day notice.

After a lien is placed on the Strata Lot and the arrears continue to accumulate, the Strata Council may, at its discretion, hire a collection agency to recover the arrears, including all expenses associated with the recovery, without approval from Owners through a Special Resolution at a General Meeting.

Repairs 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 or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- (3)(a) An owner or occupant of a strata lot shall not permit his dog to be on the common property, including limited common property, unless the dog is leashed and under the control of the owner of the dog or another responsible adult.

CARLINGS, LMS2891

SCHEDULE OF STANDARD BY-LAWS

- (4) An owner of a dog or a cat shall attach a collar to the pet with a tag identifying the owner.
- (5) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (6) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (7) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (8) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (9) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- (10) An owner, tenant or occupant must not:
 - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant, or occupant;
 - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
 - (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues,

CARLINGS, LMS2891

SCHEDULE OF STANDARD BY-LAWS

hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;

- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary or a source of odour;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (l) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;
- (m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (n) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (o) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (p) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free standing, self contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line; and
- (r) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

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

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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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
- (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.

- (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage 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

responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

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- (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 and skylights (including the casings, the frames and the sills of such doors, windows and 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, windows, and skylights (including the casings, the frames and the sills of such doors, windows and skylights) 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.

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- (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 re-election.

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.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

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

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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 1 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.

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in

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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

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against the strata corporation.

Division 4 -- Enforcement of Bylaws and Rules

Maximum fine

- 23 (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

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

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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.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

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;

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- (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.

Small Claims Actions

- 30 Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

Electronic Attendance at Meetings

- 31 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Use of Patios and Balconies

- 32 An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the

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account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

33 Garbage Disposal

An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

34 (1) Bicycles, Storage and Parking

Bicycles are not permitted in elevators, hallways or any other common areas unless carried in a carrying bag or device specifically designed for the purpose of transporting bicycles in order to prevent soiling of and/or damage to floors and walls and only when the owner has received the approval of the strata council for the type of device intended to be used to carry the bicycle. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

(2) Any damage done to the common areas of the strata corporation when transporting the bicycle will be the responsibility of the owner to pay for the repair.

(3) An owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

(4) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.

(5) An owner, tenant or occupant shall not:

(a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;

(b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;

(c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;

(d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and

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- (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

The owner of suite 108 – 2181, strata lot 12, is permitted to have a hot tub on the patio of their unit subject to the following conditions:

- A Permission to retain the hot tub expires immediately on the termination of the residency in the strata lot and the tub will be removed at the time the owner vacates the unit.
 - B The hours of use are restricted to 8:00 AM to 11:00 PM.
 - C The repair and maintenance of the hot tub and materials relating to the tub shall be to a standard satisfactory to the strata council and the cost of the strata lot owner.
 - D The strata council shall have the right to levy fines of up to \$200.00 per violation of the bylaws and the rules and regulations governing hot tubs and their use.
 - E Any damage done to any part of the strata corporation as a result of the installation of use of the hot tub will be the responsibility of the strata lot owner to repair or replace at their cost.
 - F The owner will ensure the tub has a cover which is locked at all times when not in use.
 - G The owner is responsible for all costs incurred by the strata corporation which may result from any legal action or insurance claim as a result of the installation of the use of the hot tub.
 - H The strata lot owner is responsible for all costs in ensuring the installation of the hot tub meets all applicable building codes and the City of Vancouver bylaws and regulations.
 - I The owner shall provide to the strata corporation proof of liability insurance of not less than \$2,000,000.00 on request and at least annually.
- (6) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

Move In/Move Out – (see bylaw 48 amendment)

- 35 (1) The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the manager of the building at least 7 days in advance of such moves, or such lesser periods as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the

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- manager of the building, the owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (2) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.

Selling of Strata Lots

- 36 (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

Acquisition or Disposition of Personal Property

- 37 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Adult Occupancy

- 38 No owner, tenant or occupant of a strata lot shall permit any person under the age of 18 years to ordinarily reside in such strata lot without an accompanying adult.

Rental Restrictions

- 39 Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions:
- (a) at any given time up to 4 strata lots per building may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:
- (i) any owner wishing to rent a strata lot must make an application in writing to the council;
- (ii) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;
- (iii) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
- (iv) the council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
- (v) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;

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(vi) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months (6) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved; and

(vii) an owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.

(b) notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;

(c) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:

- (i) the spouse of the owner;
- (ii) a parent or child of the owner; or
- (iii) a parent or child of the spouse of the owner,

where "spouse of the owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

(d) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:

- (i) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
- (ii) one year after the bylaw has been passed; and

(e) the strata corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

Quorum for Adjourned Meeting

40 Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Spectators at Council Meetings

41 No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any

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person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

Persons Permitted on Council

42 As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:

- (a) a spouse, including a common law spouse, of an owner; and
- (b) a professional advisor of an owner.

Limiting Authority of Council

43 Pursuant to sections 4 and 26 of the Act, the power of the strata corporation to grant, renew or cancel short term exclusive use privileges pursuant to section 76 of the Act may be exercised by a majority vote by the Strata Council Members.

Limiting Expenditures of Council

44 (1) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than:

- (a) \$2,500.00; or
- (b) 1.0% of the total contribution to the operating fund for the current year;

whichever is less.

(2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$2,500.00 on any single item.

(3) Notwithstanding subsection (1) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Hardwood Floors

45 An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

CARLINGS, LMS2891

SCHEDULE OF STANDARD BY-LAWS

User Fees

46 The strata corporation may impose a user fee on an owner, tenant, occupant or their visitor for the short-term exclusive use of common property (i.e. - visitor parking) in an amount set by the Strata Council from time to time.

Insurance Deductible

47 Any damage to the common property or to any strata lot due to negligence or faulty equipment or plumbing, which are deemed to be an owner's responsibility, shall be repaired to the satisfaction of the strata corporation and the costs shall be charged back to the responsible owner. If a claim is made through the strata corporation insurance, the deductible amount shall be charged back to the owner and the owner shall pay immediately upon receipt of the invoice.

Move in or Out

48.1 A non-refundable assessment of \$200.00 will be levied to the owner of any unit on any move into the building to defray the costs to the strata corporation, which includes, but is not limited to, inspection of the common areas before and after moving, administration, security access coding, the installation of elevator pads, issuance of the elevator control key, etc. Residents, where applicable, must sign a Form K before moving in.

48.2 An appointment for a moving time must be made with the Resident Manager having regard to the convenience of all concerned and to noise abatement. Moves are restricted to between the hours of 8:00 a.m. and 8:00 p.m. Full instructions for the operation of the move will be given by the Resident Manager.

48.3 The moving party will be responsible for any damage to common areas. A \$100.00 refundable deposit is to be placed at the time the Resident Manager locks out the elevator for any move in or out. If the elevator or hallways are damaged during the move in or out, the cost of repairs will be subtracted from the deposit. Damage costs not recovered from the moving party shall be assessed to the owner.

48.4 Violation of this bylaw will result in a fine of \$200.00 to the owner of the strata lot, in addition to payment of the non-refundable assessment.

48.5 Move In or Out (48.3) includes any moving of large furniture or major appliances from or to the strata lot. Bylaw 48.1 applies only to occupiers moving into the building or from one suite to another.

48.6 All common area building entrance doors including the garage door must be monitored at all times during your move.

MS 2891
ste ph

STRATA PLAN OF LOT 1 BLOCK 384
D.L. 526 GP 1 NEW WESTMINSTER
DISTRICT PLAN LMP 25014

STRATA PLAN LMS 2891

B.C.G.S. 92G.025

CITY OF VANCOUVER

DEPOSITED AND REGISTERED IN THE LAND TITLE
OFFICE AT NEW WESTMINSTER, B.C.
THIS DAY OF , 1997.

COPY

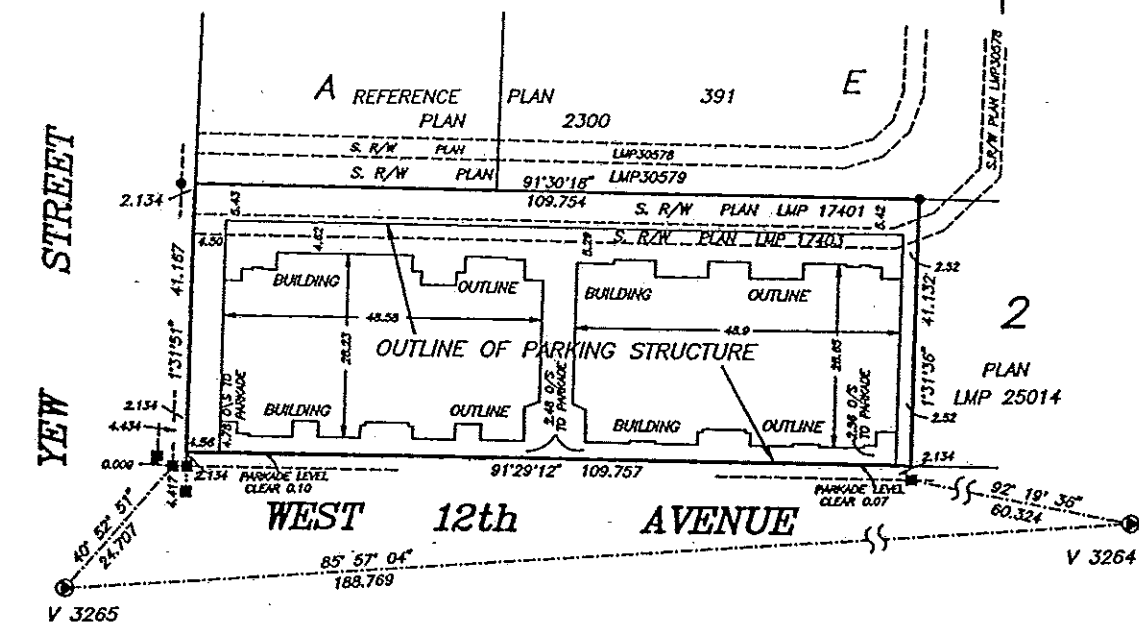
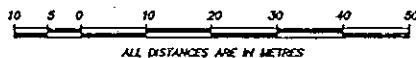
INTEGRATED SURVEY AREA No. 31 VANCOUVER

THIS PLAN SHOWS GROUND LEVEL MEASURED DISTANCES.
PRIOR TO COMPUTATION OF U.T.M. COORDINATES MULTIPLY
BY COMBINED FACTOR OF 0.9995994

BEARINGS ARE GRID BEARINGS DERIVED FROM
MONUMENTS V 3265 AND V 3264

REGISTRAR

SCALE 1 : 750



LEGEND

- ⊙ DENOTES CONTROL MONUMENT FOUND
- DENOTES LEAD PLUG FOUND
- DENOTES STANDARD IRON POST FOUND
- m² DENOTES SQUARE METRES
- sqft DENOTES SQUARE FEET
- ⊕ DENOTES COMMON PROPERTY
- S.L. DENOTES STRATA LOT
- ⊙ DENOTES BALCONY, L.C.P. APPURTENANT TO ADJACENT STRATA LOT.
- ⊙ DENOTES PATIO, L.C.P. APPURTENANT TO ADJACENT STRATA LOT
- LOP30 DENOTES LIMITED COMMON PROPERTY (TYPICAL) FOR EXCLUSIVE USE OF STRATA LOT 30

I, DIETER SOUKUP, OF SURREY, A BRITISH COLUMBIA LAND SURVEYOR, HEREBY CERTIFY THAT THE BUILDING SHOWN IN THIS STRATA PLAN HAS NOT AS OF THE 19th DAY OF JUNE, 1997 BEEN PREVIOUSLY OCCUPIED. DATED THIS 19th DAY OF JUNE, 1997

[Signature] B.C.L.S.

I, DIETER SOUKUP, OF SURREY, A BRITISH COLUMBIA LAND SURVEYOR, HEREBY CERTIFY THAT THE BUILDING ERECTED ON THE PARCEL DESCRIBED ABOVE IS WHOLLY WITHIN THE EXTERNAL BOUNDARIES OF THAT PARCEL. DATED THIS 19th DAY OF JUNE, 1997

[Signature] B.C.L.S.

THE ADDRESS FOR SERVICE OF DOCUMENTS ON THE STRATA CORPORATION IS :

THE OWNERS, STRATA PLAN LMS
9th FLOOR 1190 HORNBY STREET,
VANCOUVER, B.C. V6Z 2K5

CIVIC ADDRESS OF PROPERTY:
2161 & 2181 - WEST 12th AVENUE
VANCOUVER, B.C.

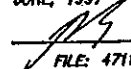
SOUKUP LAND SURVEYING INC.
201 - 8484 162nd STREET
SURREY, B.C. V4N 1B4
TEL 597 6161 FAX 597 0259
FILE: 4711151

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

CONDOMINIUM ACT

STRATA PLAN LMS

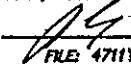
LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
1	11	1133	1390	1
2	11	886	1014	1
3	11	898	1036	1
4	11	811	935	1
5	11	1183	1447	1
6	11	646	647	1
7	11	714	677	1
8	11	787	804	1
9	11	805	822	1
10	11	636	655	1
11	11	935	988	1
12	11	943	1045	1
13	12	1156	1473	1
14	12	893	1036	1
15	12	902	1058	1
16	12	903	1058	1
17	12	816	953	1
18	12	1197	1477	1
19	12	1238	1381	1
20	12	732	712	1
21	12	794	822	1
22	12	812	835	1
23	12	748	730	1
24	12	950	1018	1
25	12	941	1075	1
26	13	1156	1499	1
27	13	893	1053	1
28	13	902	1075	1
29	13	903	1075	1
30	13	816	970	1
31	13	1197	1504	1
32	13	1238	1407	1
33	13	732	725	1
34	13	794	835	1
35	13	812	857	1
36	13	748	743	1
37	13	950	1040	1
38	13	941	1097	1
39	14	958	1154	1
40	14	815	1005	1
41	14	821	1005	1
42	14	821	1005	1
43	14	997	1184	1
44	14	675	717	1
45	14	1097	1219	1
46	14	709	808	1
47	14	727	830	1
48	14	584	642	1
49	14	953	1128	1
50	14	596	734	1
51	15	1126	1386	1
52	15	813	922	1
53	15	900	1018	1
54	15	900	1018	1
55	15	900	1018	1
56	15	1151	1394	1
57	15	942	918	1
58	15	931	935	1
59	15	637	638	1
60	15	806	808	1
61	15	790	791	1

DATED THIS 19th DAY OF
JUNE, 1997
 B.C.L.S.
FILE: 4711YS2

CONDOMINIUM ACT

STRATA PLAN LMS _____

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
62	15	713	673	1
63	15	660	651	1
64	16	1200	1495	1
65	16	816	935	1
66	16	903	1040	1
67	16	904	1040	1
68	16	905	1040	1
69	16	1152	1421	1
70	16	946	948	1
71	16	939	988	1
72	16	752	721	1
73	16	811	822	1
74	16	794	808	1
75	16	727	699	1
76	16	1248	1399	1
77	17	1200	1525	1
78	17	816	957	1
79	17	903	1058	1
80	17	904	1058	1
81	17	905	1058	1
82	17	1152	1451	1
83	17	946	966	1
84	17	938	1005	1
85	17	752	734	1
86	17	811	843	1
87	17	794	826	1
88	17	727	712	1
89	17	1248	1425	1
90	18	1000	1198	1
91	18	829	992	1
92	18	829	992	1
93	18	829	992	1
94	18	926	1053	1
95	18	947	1045	1
96	18	603	634	1
97	18	727	817	1
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99	18	1096	1202	1
100	18	679	734	1
AGGREGATE		88930	100002	100

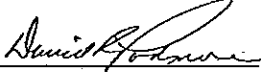
DATED THIS 19th DAY OF
JUNE, 1997
 B.C.L.S.
FILE: 4711YS2

CONDOMINIUM ACT

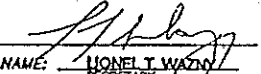
STRATA PLAN LMS

OWNER

485510 BRITISH COLUMBIA LTD.
(INCORPORATION NO. 485510)

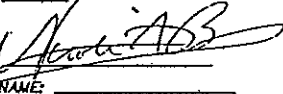


NAME: DAVID R. PODMORE
PRESIDENT & CHIEF EXECUTIVE OFFICER



NAME: LIONEL T. WAZY
SECRETARY

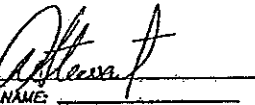
WITNESS



NAME: NICOLAAS A. BLOM
Barrister & Solicitor
ADDRESS: 1300 - 777 Dunsmuir St.
Vancouver, B.C. V7Y 1K2
OCCUPATION OF WITNESS

MORTGAGE

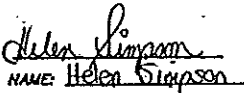
BANK OF AMERICA CANADA



NAME: DANIEL M.R. STEWART
VICE PRESIDENT
BANK OF AMERICA CANADA

NAME: _____

WITNESS



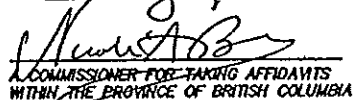
NAME: Helen Simpson
ADDRESS OF WITNESS: 574-1055 DUNSMUIR ST.
V7Y 1L3

LOAN ADMINISTRATION OFFICER.
OCCUPATION OF WITNESS

STATUTORY DECLARATION

- I / WE THE UNDERSIGNED DO SOLEMNLY DECLARE THAT
[1] I / WE THE UNDERSIGNED AM / ARE THE OWNER - DEVELOPER OR (IN THE ALTERNATE)
THE DULY AUTHORIZED AGENT OF THE OWNER - DEVELOPER,
[2] THE STRATA PLAN IS ENTIRELY FOR RESIDENTIAL USE
I / WE MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE AND
KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH.

DECLARED BEFORE ME AT Vancouver
IN THE PROVINCE OF BRITISH COLUMBIA
THIS 22 DAY OF July, 1997


A COMMISSIONER FOR TAKING AFFIDAVITS
WITHIN THE PROVINCE OF BRITISH COLUMBIA

NAME: DAVID R. PODMORE
PRESIDENT & CHIEF EXECUTIVE OFFICER

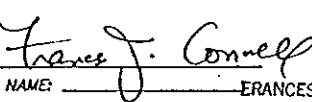

LIONEL T. WAZY
SECRETARY

ACCEPTED AS TO FORMS 1 AND 2
DATED THIS 5 DAY OF Aug, 1997


SUPERINTENDENT OF REAL ESTATE

OPTION TO PURCHASE

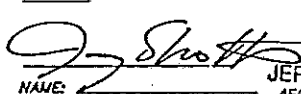
CITY OF VANCOUVER



NAME: FRANCES J. CONNELL

NAME: _____

WITNESS



NAME: JEREMY F. SHOTTON
453 WEST 12th AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER & SOLICITOR

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

OWNER OF CHARGE

506316 BRITISH COLUMBIA LTD.
(B.C. INCORPORATION NO. 506316)

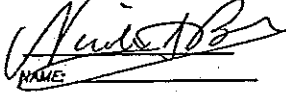


NAME: DAVID R. PODMORE
PRESIDENT & CHIEF EXECUTIVE OFFICER



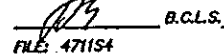
NAME: LIONEL T. WAZY
SECRETARY

WITNESS



NAME: NICOLAAS A. BLOM
Barrister & Solicitor
ADDRESS OF WITNESS: 1300 - 777 Dunsmuir St.
Vancouver, B.C. V7Y 1K2
OCCUPATION OF WITNESS

DATED THIS 19th DAY OF
JUNE, 1997

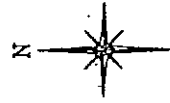
 B.C.L.S.
FILE: 471154

FLOOR PLANSPARKADEP2 LEVEL

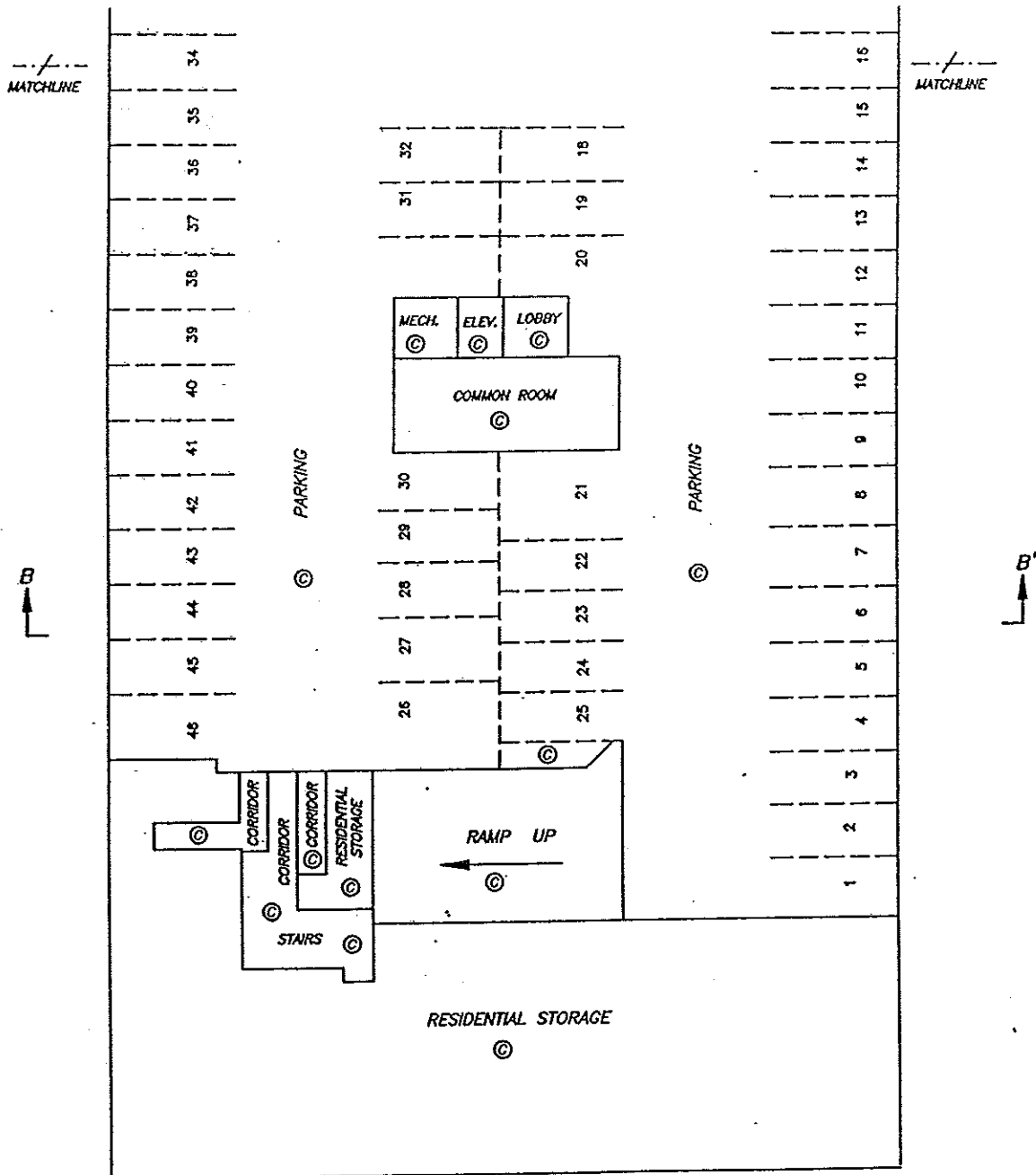
STRATA PLAN LMS

SCALE 1 : 200

ALL DISTANCES ARE IN METRES

C'
1

FOR CONTINUATION OF PARKADE P2 LEVEL SEE SHEET 6



PARKING STALLS & STORAGE LOCKERS ARE COMMON ©

DATED THIS 19th DAY OF
JUNE, 1997

B.C.L.S.

FILE 471155

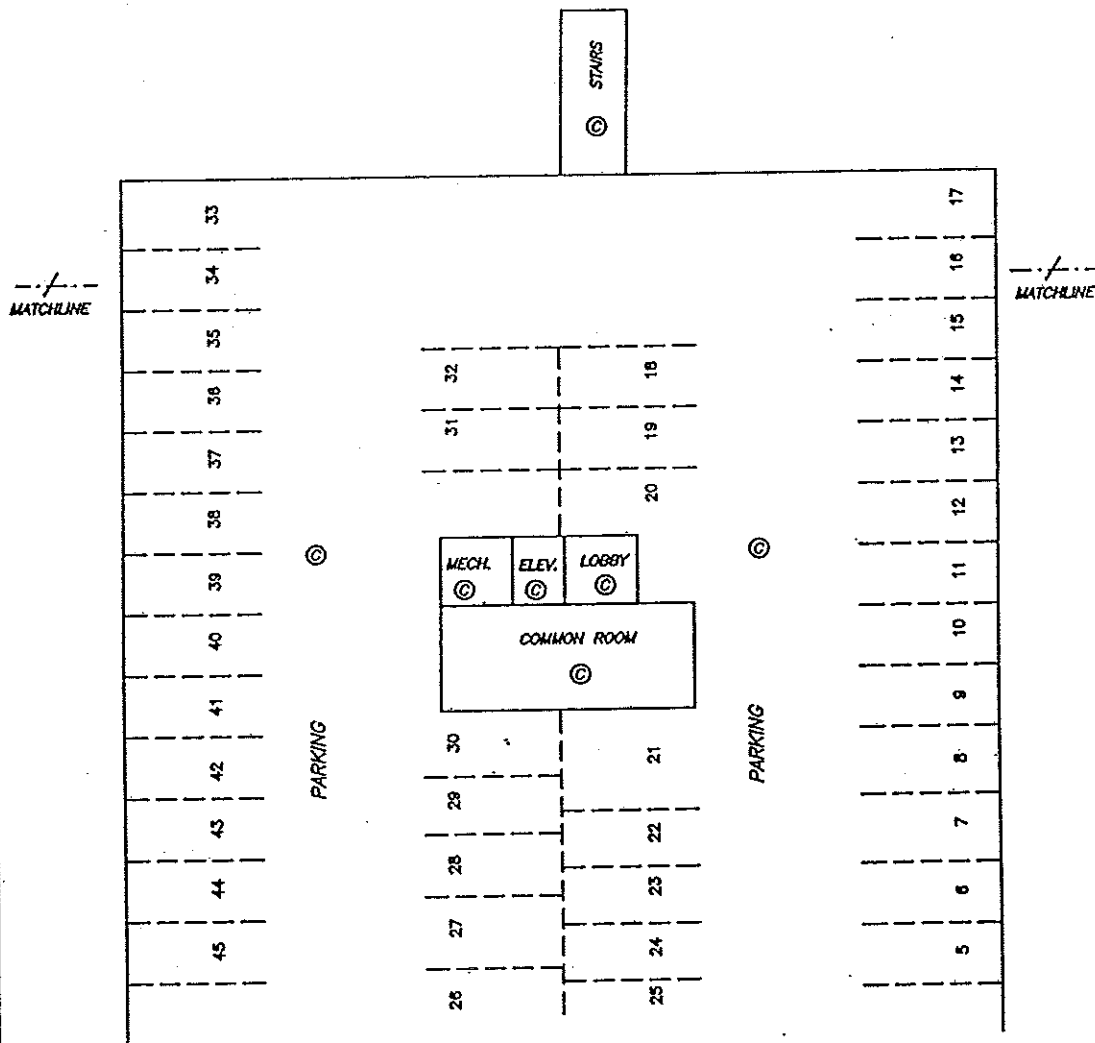
C

P2 LEVEL



ALL DISTANCES ARE IN METRES

C' →



FOR CONTINUATION OF PARKING LEVEL P2 SEE SHEET 5
PARKING STALLS ARE COMMON ©

1
C

DATED THIS 19th DAY OF
JUNE, 1997

FILE: 471155 B.C.L.S.

FLOOR PLANS

PARKADE

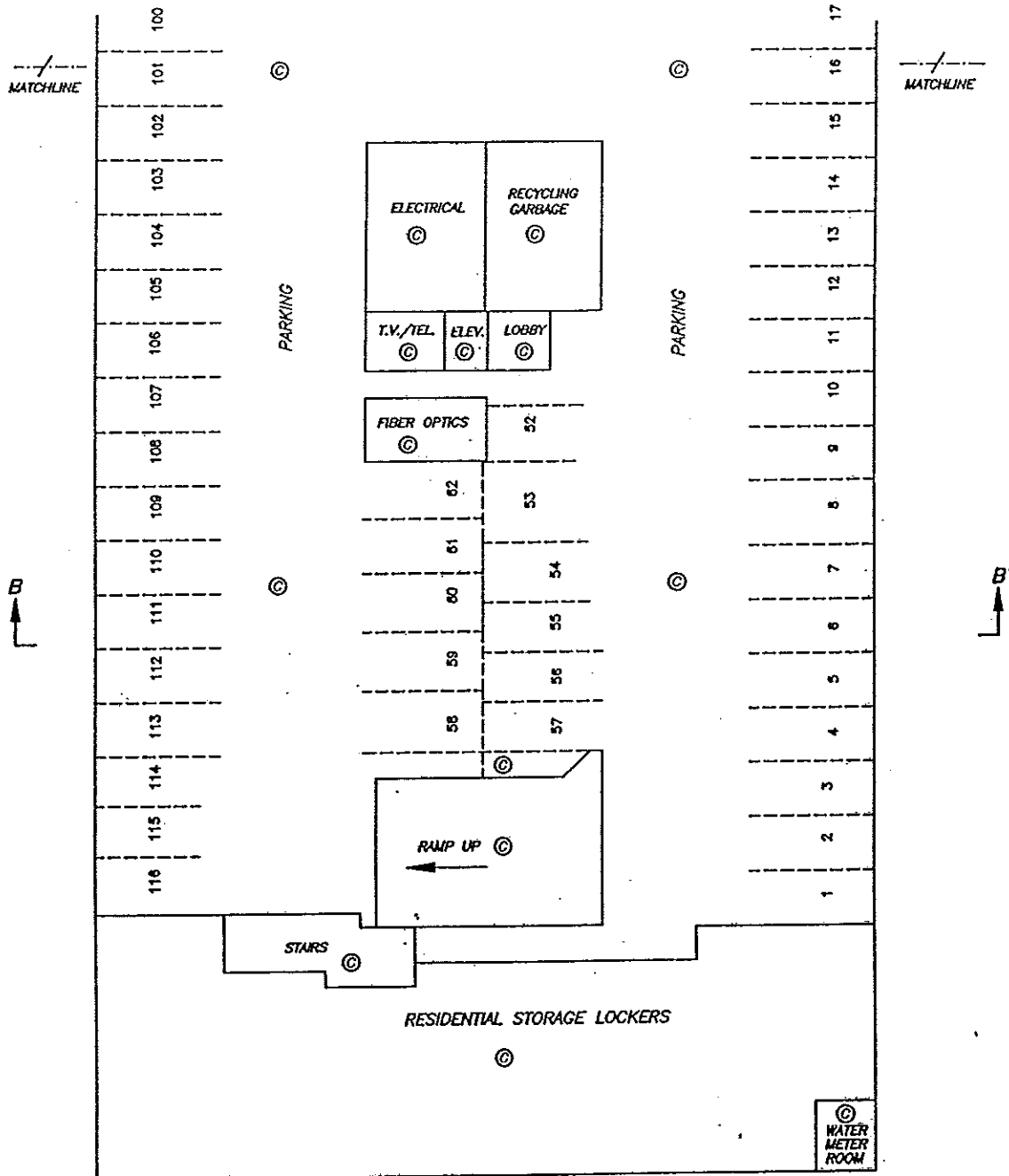
P1 LEVEL

STRATA PLAN LMS

SCALE 1 : 200


 ALL DISTANCES ARE IN METRES


FOR CONTINUATION OF PARKING LEVEL P1 SEE SHEET 8

DATED THIS 19th DAY OF
JUNE, 1997.
 B.C.L.S.
FILE: 471158

FLOOR PLANS

PARKADE

P1 LEVEL

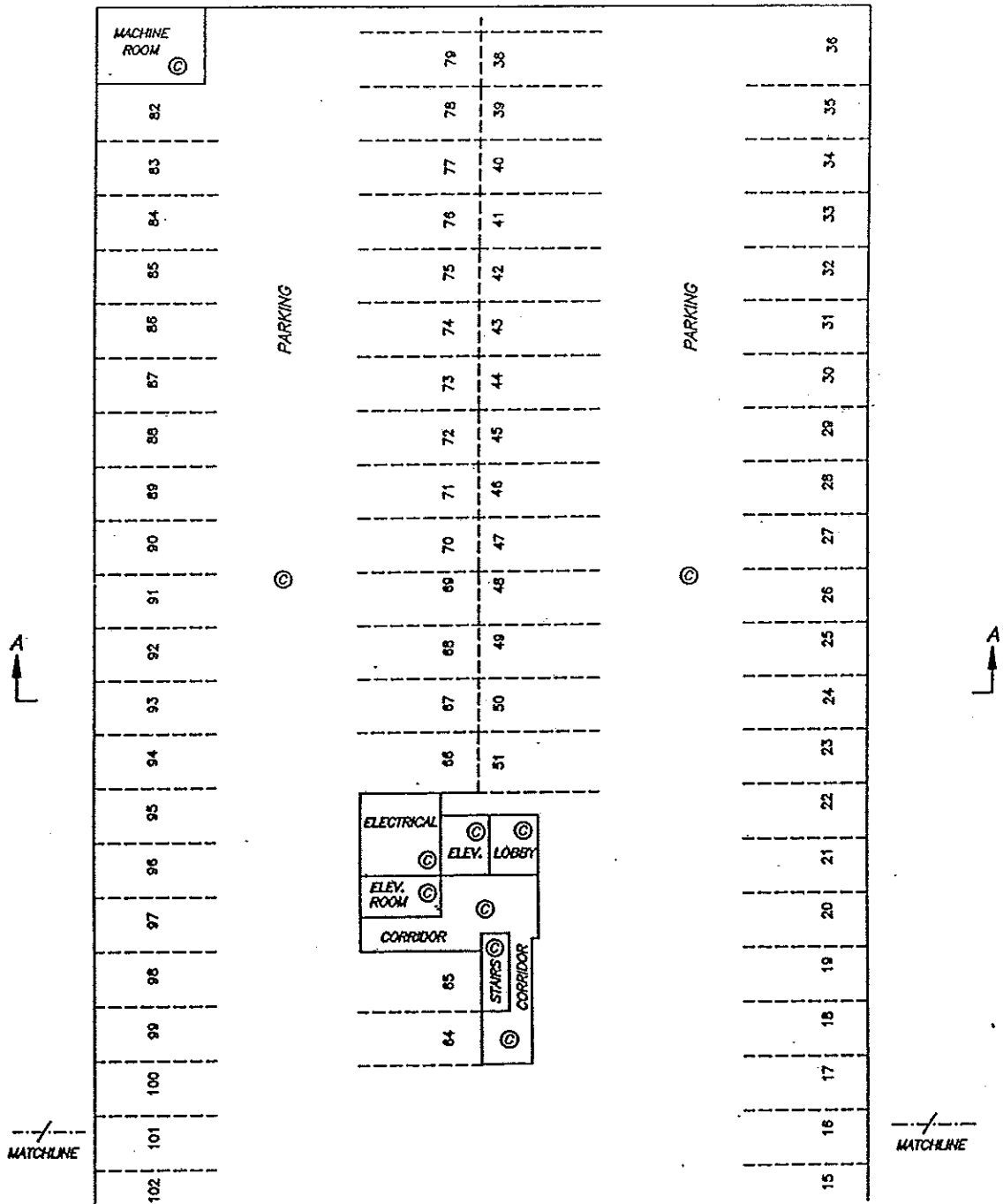
STRATA PLAN LMS

SCALE 1 : 200

2 1 0 2 4 6 8 10

ALL DISTANCES ARE IN METRES

C'



FOR CONTINUATION OF PARKING LEVEL P1 SEE SHEET 7

DATED THIS 19th DAY OF JUNE, 1997

B.C.L.S.
FILE: 471156

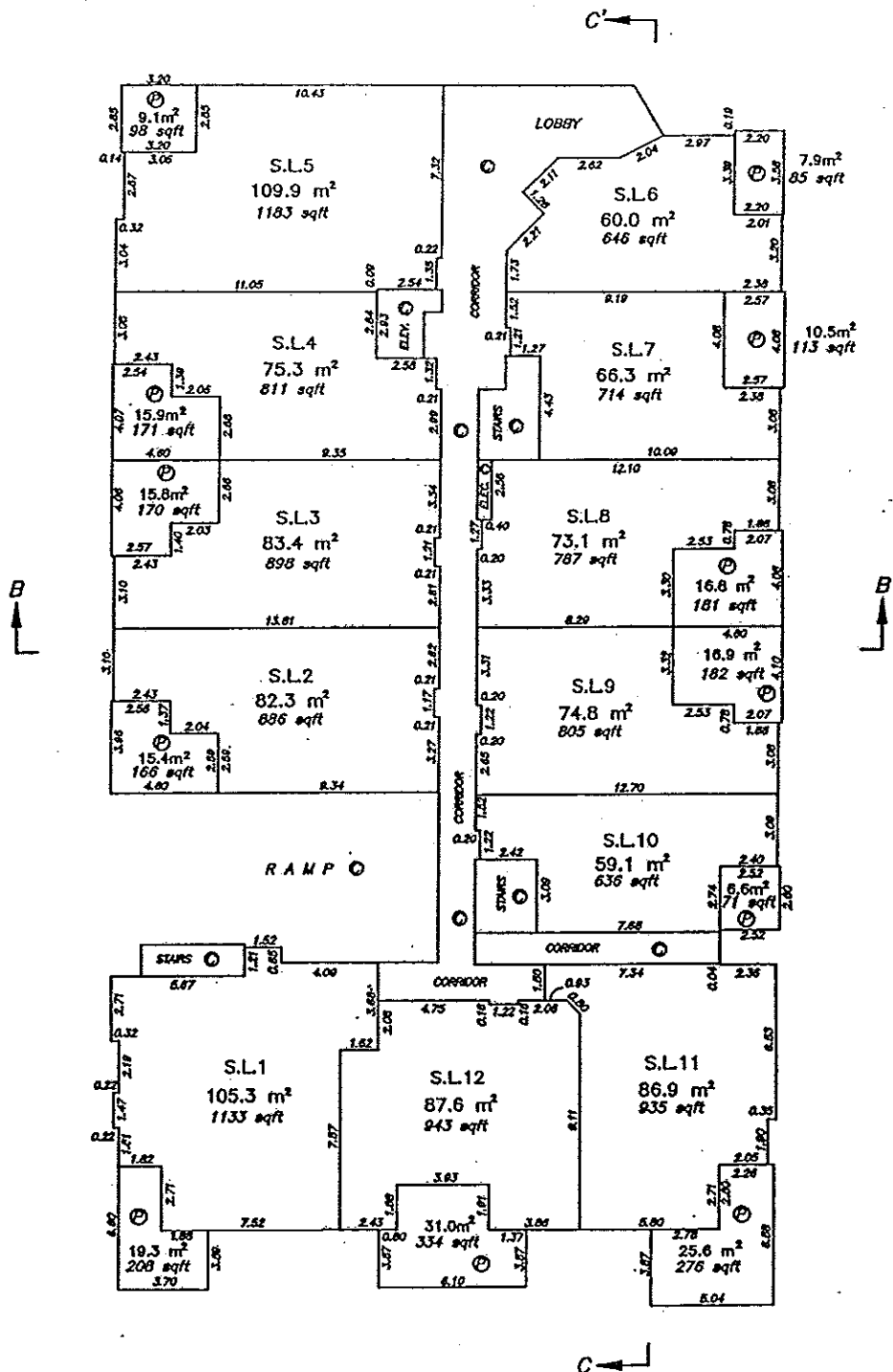
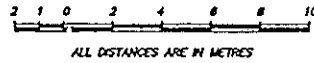
FLOOR PLANS

BUILDING 1

FIRST FLOOR

STRATA PLAN LMS

SCALE 1 : 200



DATED THIS 19th DAY OF
JUNE, 1997

B.G.L.S.
FILE: 4711Y-S2

FLOOR PLANS

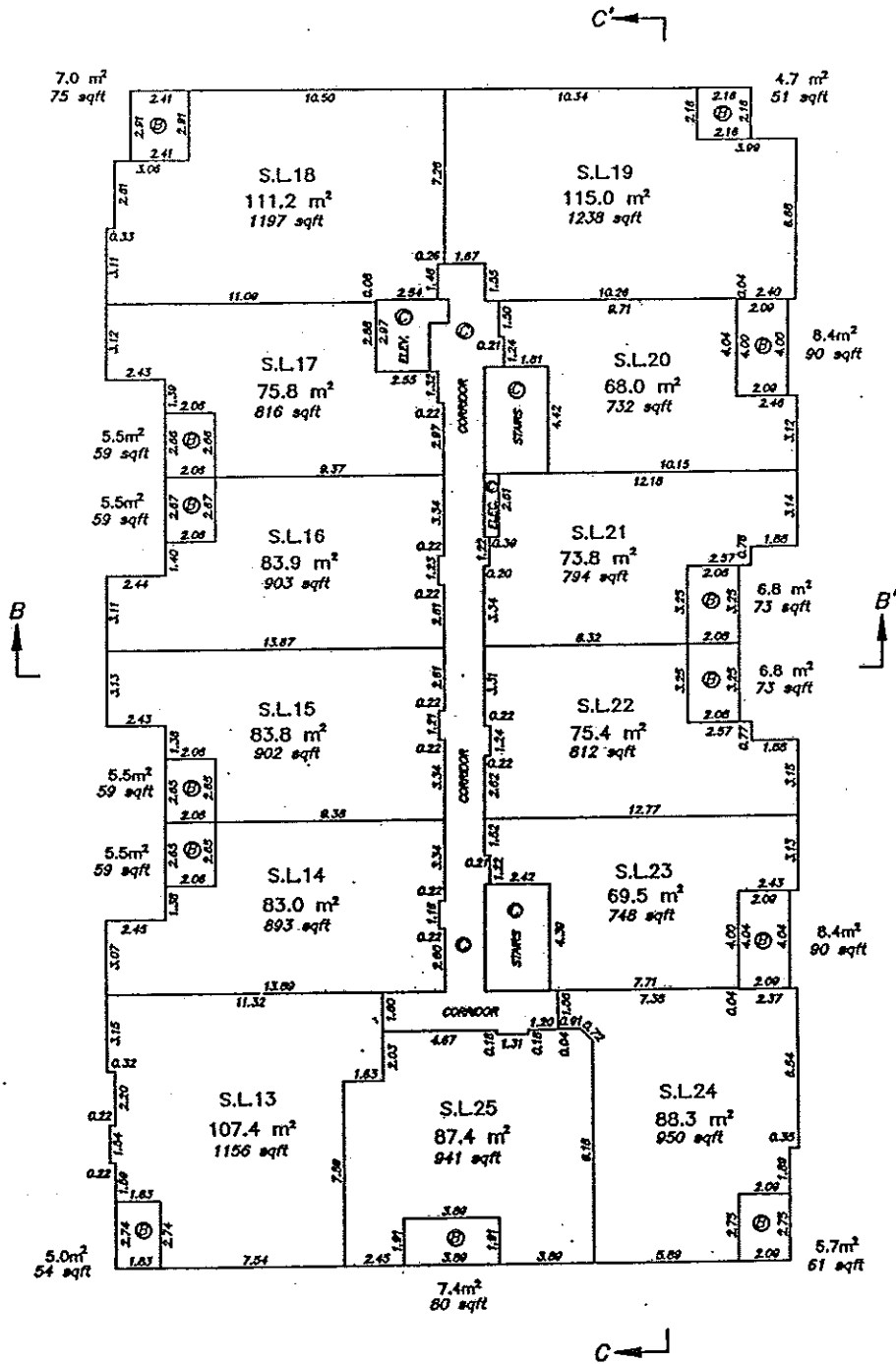
BUILDING 1

SECOND FLOOR

STRATA PLAN LMS

SCALE 1 : 200

ALL DISTANCES ARE IN METRES



DATED THIS 19th DAY OF JUNE, 1997

B.C.L.S.

FILE 4711Y-52

FLOOR PLANS

BUILDING 1

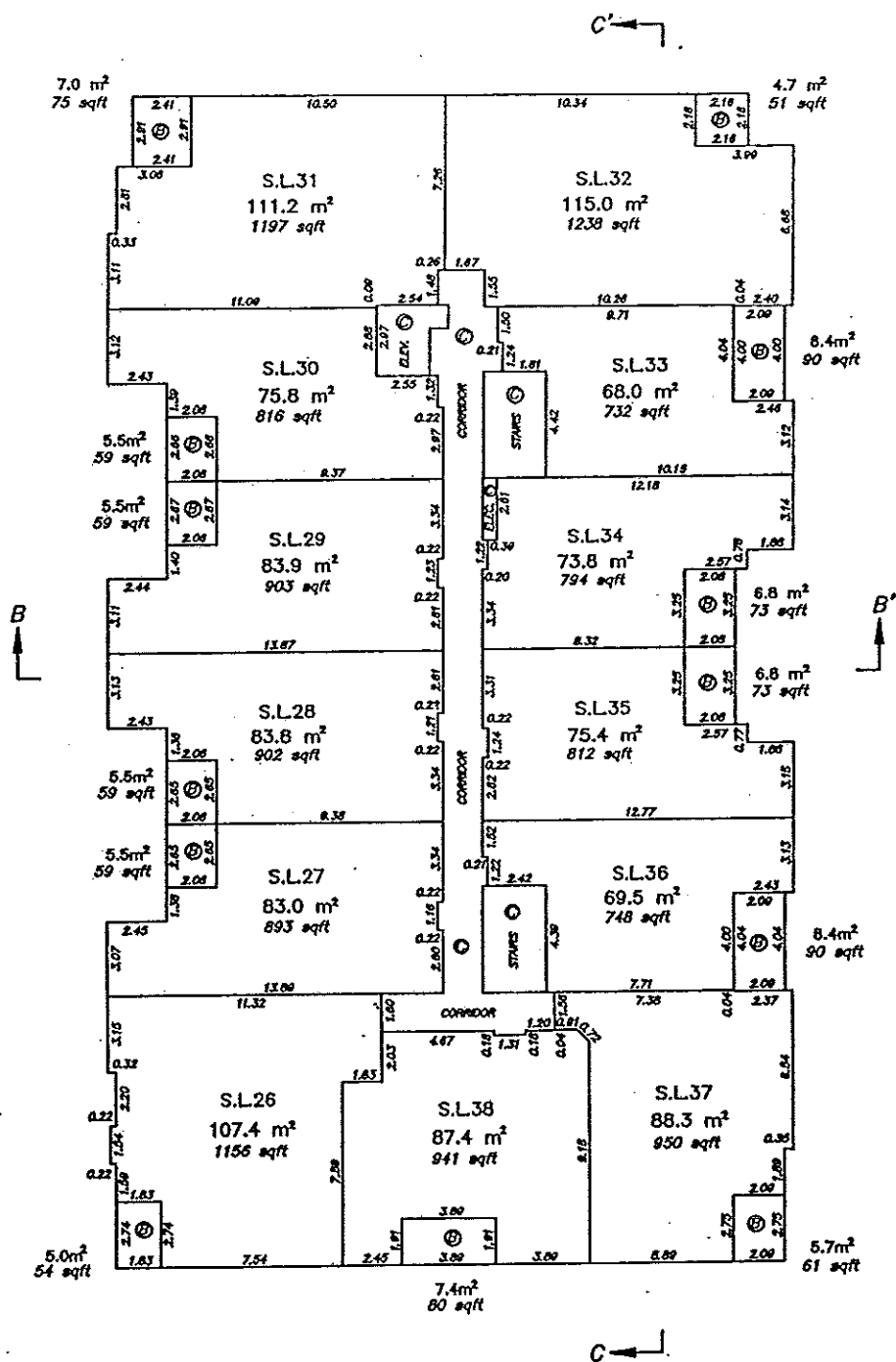
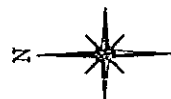
THIRD FLOOR

STRATA PLAN LMS

SCALE 1 : 200



ALL DISTANCES ARE IN METRES



DATED THIS 19TH DAY OF JUNE, 1997

B.C.L.S.
FILE 4711Y-S2

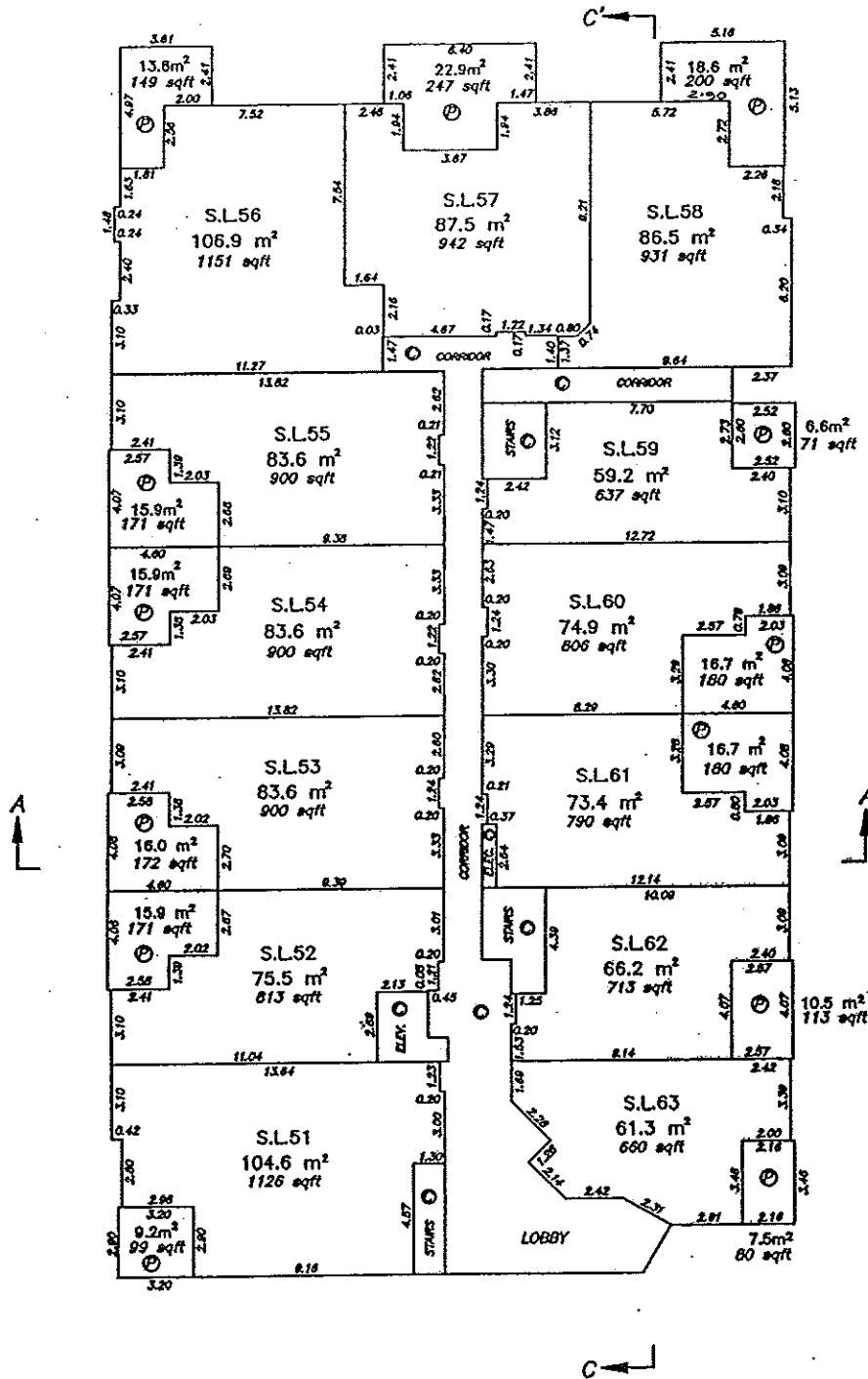
FLOOR PLANSBUILDING 2FIRST FLOOR

STRATA PLAN LMS

SCALE 1 : 200



ALL DISTANCES ARE IN METRES

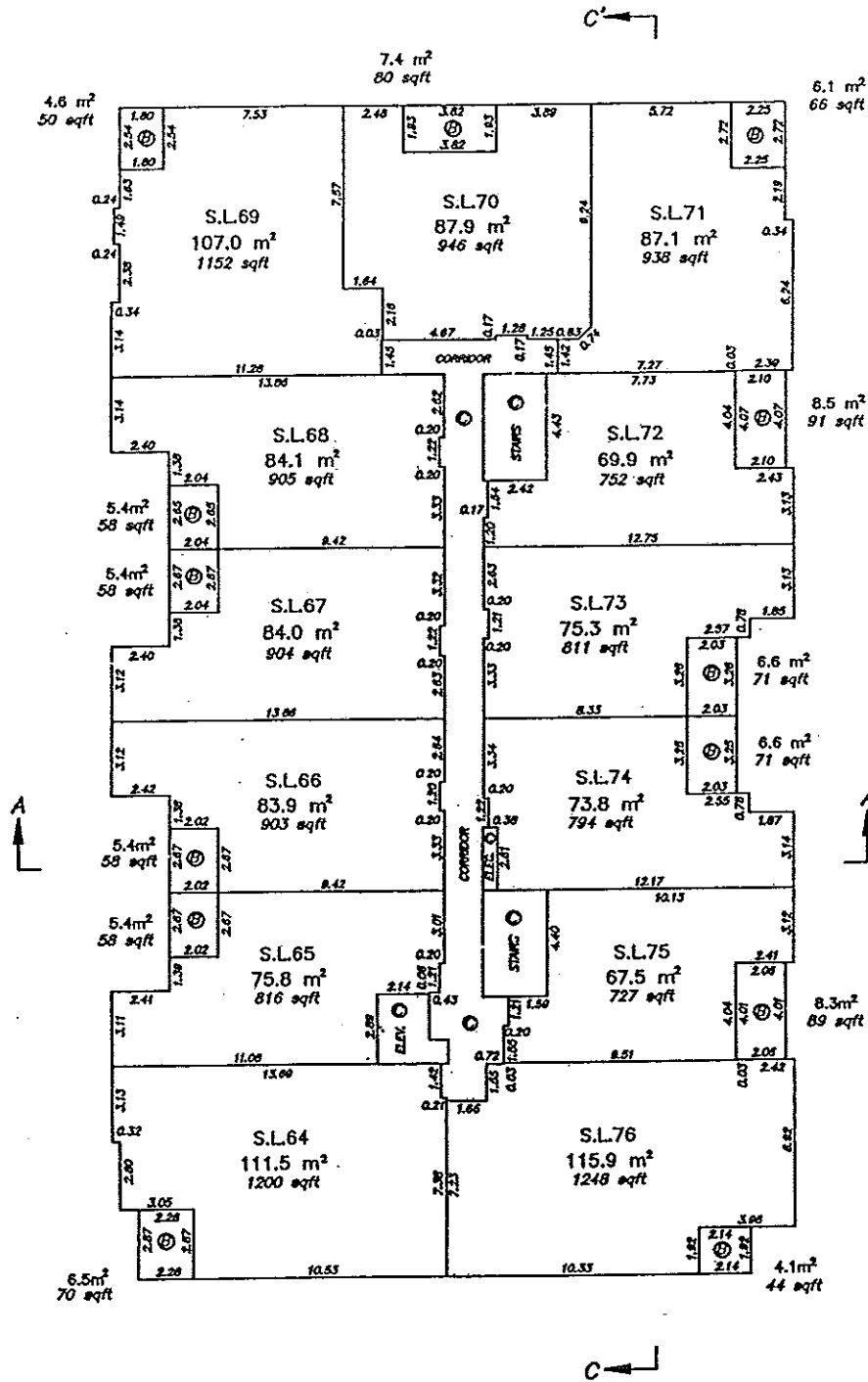
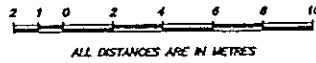
DATED THIS 19th DAY OF
JULY 1997

B.C.L.S.
FILE: 4711Y-S3

FLOOR PLANS
BUILDING 2
SECOND FLOOR

STRATA PLAN LMS

SCALE 1 : 200



DATED THIS 19th DAY OF
 JUNE, 1997
 B.C.L.S.
 FILE 4711Y-S3

FLOOR PLANS

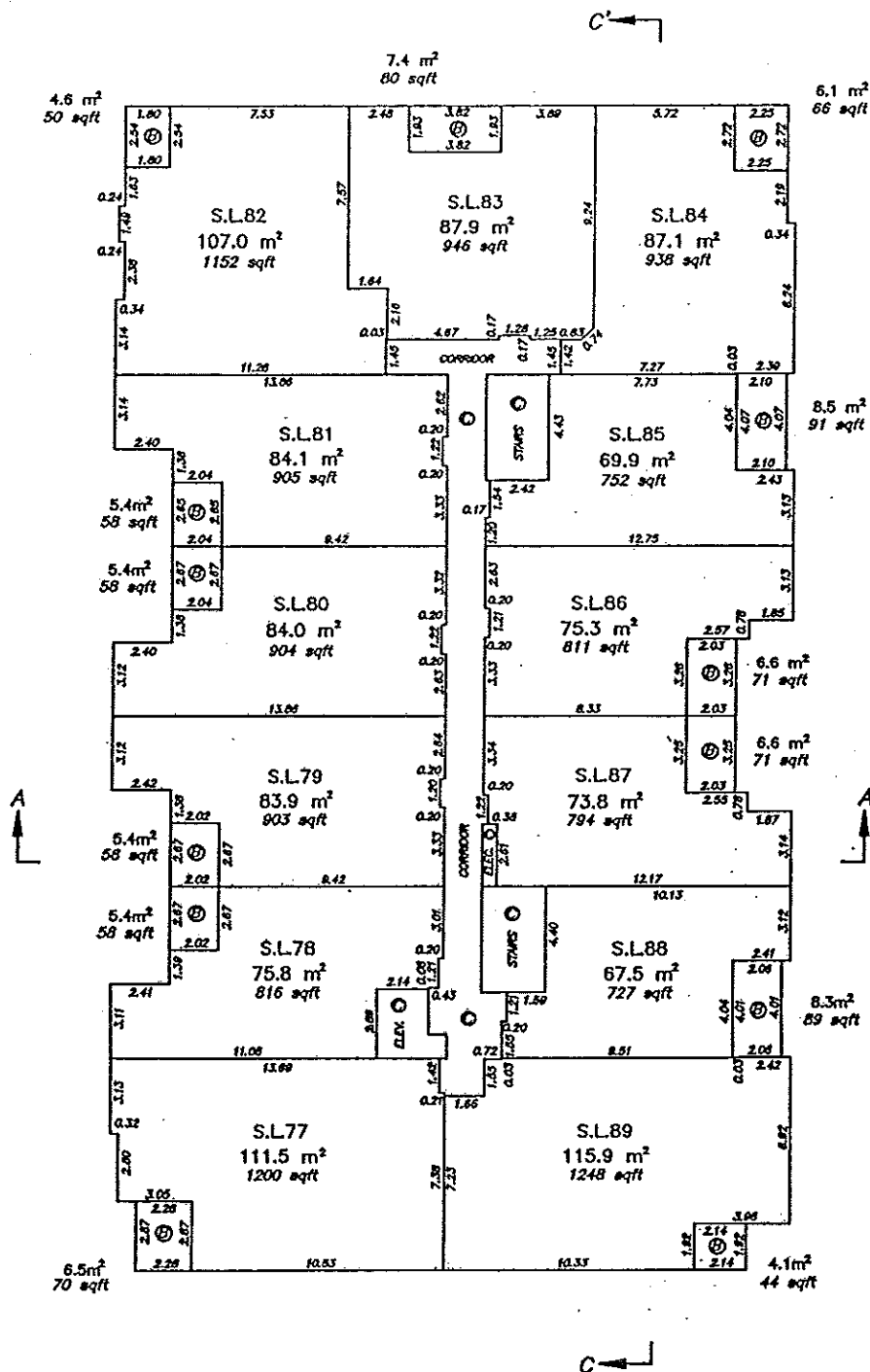
BUILDING 2

THIRD FLOOR

STRATA PLAN LMS

SCALE 1 : 200

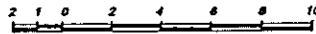
ALL DISTANCES ARE IN METRES

DATED THIS 19th. DAY OF
JUNE, 1997B.C.L.S.
FILE: 4711Y-S3

FLOOR PLANS
BUILDING 2
FOURTH FLOOR

STRATA PLAN LMS

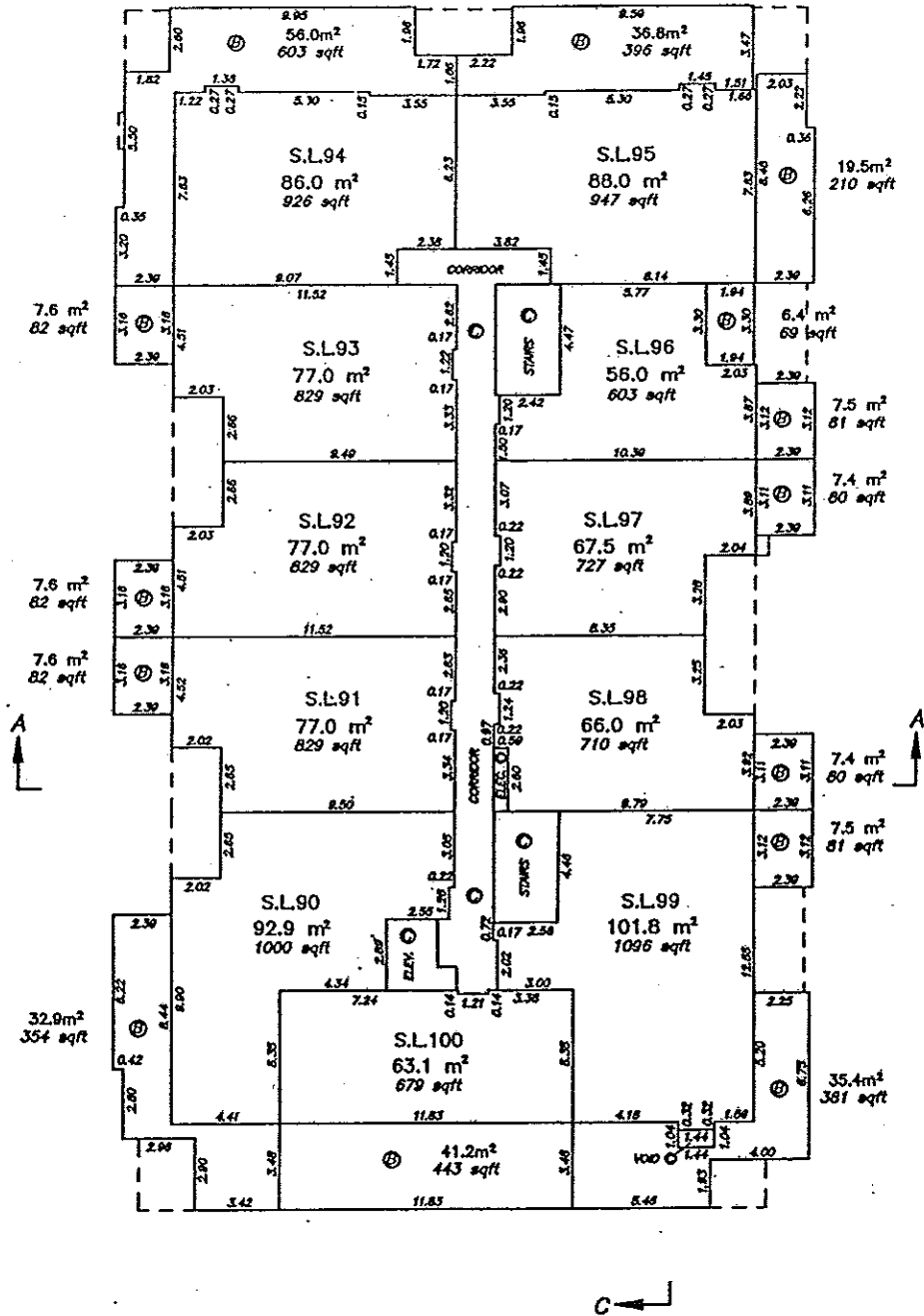
SCALE 1 : 200



ALL DISTANCES ARE IN METRES



C ←



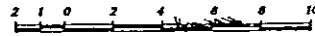
DATED THIS 19th DAY OF JUNE, 1997

[Signature] B.C.L.S.
 FILE: 4711Y-S3

SECTION PLANS

STRATA PLAN LMS _____

SCALE 1 : 200

SECTION A - A'

FOURTH FLOOR

S.L. 91

S.L. 98

THIRD FLOOR

S.L. 79

S.L. 87

SECOND FLOOR

S.L. 66

S.L. 74

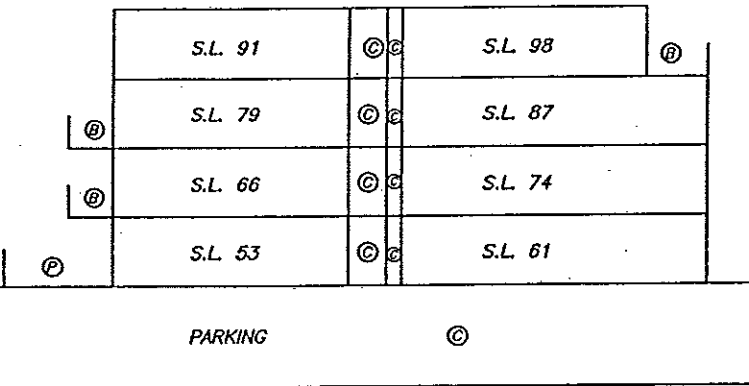
FIRST FLOOR

S.L. 53

S.L. 61

PARKADE P1 LEVEL

PARKING



PARKING STALLS & STORAGE LOCKERS ARE COMMON ©

SECTION B - B'

FOURTH FLOOR

S.L. 41

S.L. 47

THIRD FLOOR

S.L. 28

S.L. 35

SECOND FLOOR

S.L. 15

S.L. 22

FIRST FLOOR

S.L. 2

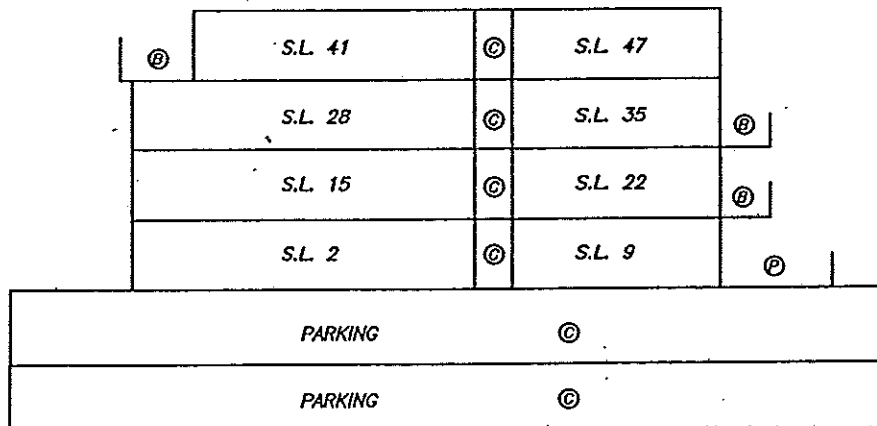
S.L. 9

PARKADE P1 LEVEL

PARKING

PARKADE P2 LEVEL

PARKING



PARKING STALLS & STORAGE LOCKERS ARE COMMON ©

DATED THIS 19th DAY OF
JUNE, 1997

B.C.L.S.
FILE 4711517

SECTION PLANS

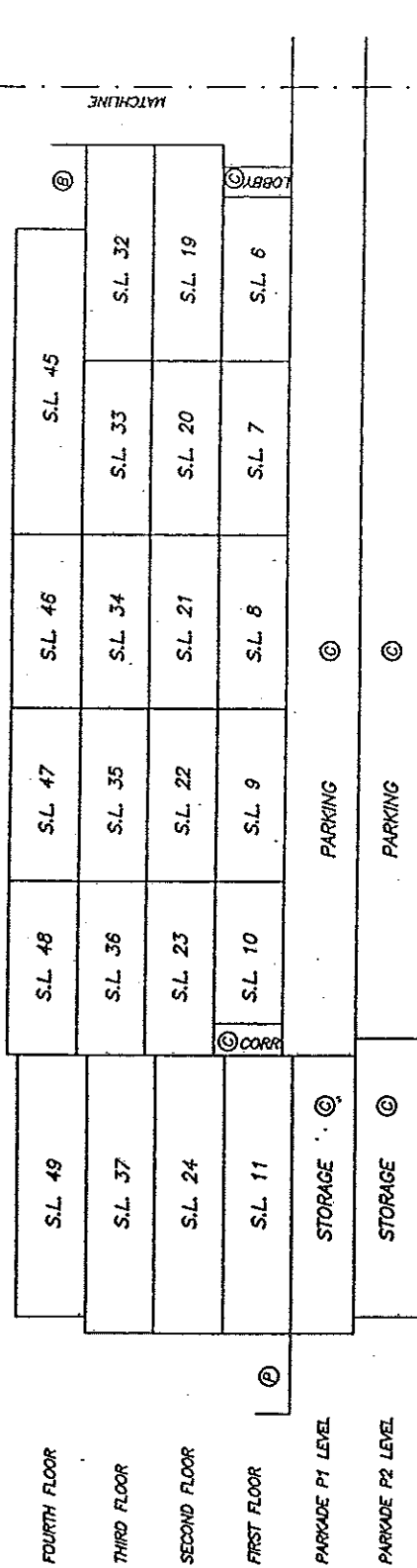
STRATA PLAN LMS

SCALE 1 : 200

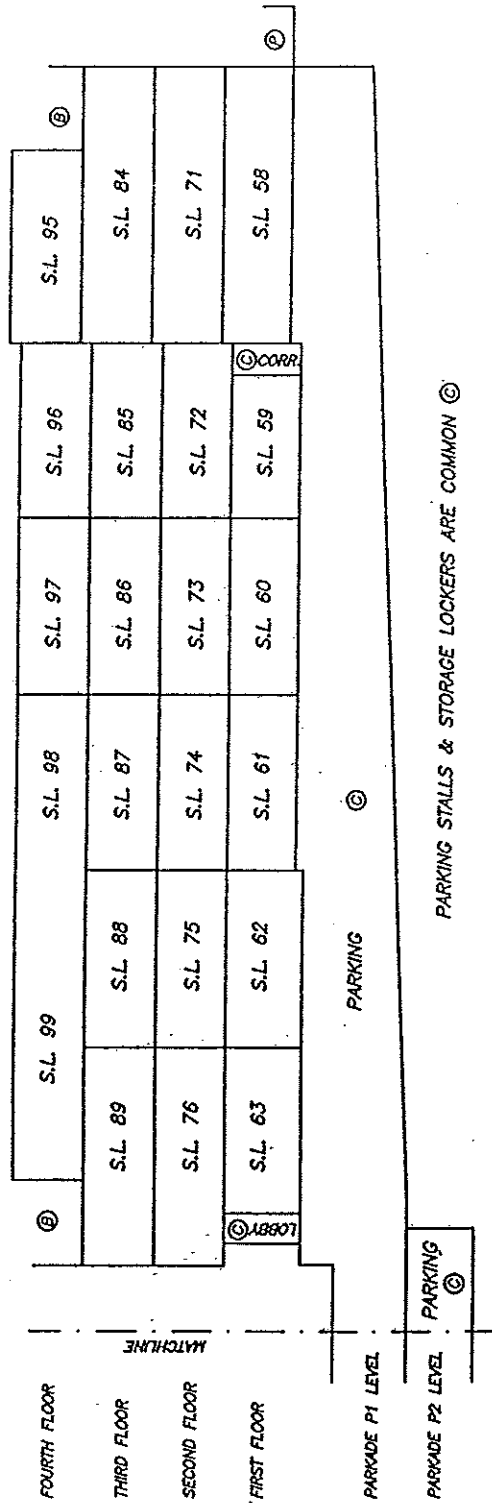


ALL DISTANCES ARE IN METRES

SECTION C - C'



PARKING STALLS & STORAGE LOCKERS ARE COMMON



PARKING STALLS & STORAGE LOCKERS ARE COMMON

DATED THIS 19th DAY OF JUNE, 1997

FILE 471517 B.C.L.S.

[illegible]

DATED THIS 19th DAY OF
JUNE, 1997
FILE 471154 B.C.L.S.

