

STRATA PLAN LMS 2728 - THE POINTE
APPROVED 2010 / 2011 OPERATING BUDGET

Fiscal Year: May 1st to April 30th

CHART CODE	DESCRIPTION	Y-T-D ACTUAL April 30/10	EST. TO YEAR-END	CURRENT 2009 / 2010 BUDGET	APPROVED 2010 / 2011 BUDGET
REVENUES					
405000	Strata Fees	816,386	816,387	816,387	816,387
415000	Bylaw Fines / Late Fees	(1,400)	(1,400)	3,000	3,000
422500	Interest Income	338	338	1,500	300
425000	NSF & Lien Charges	-	-	-	-
428500	Move-in / Move-out Charges	4,425	4,425	3,000	3,000
429500	Key Revenue	64	64	-	-
439100	Parking / Visitors	20	20	-	-
440600	Door Openers / Transmitters	3,313	3,313	2,500	2,000
441600	Miscellaneous	792	792	-	-
444000	Owner Charge Backs	-	-	-	-
TOTAL REVENUES		823,938	823,939	826,387	824,687
EXPENSES					
ADMINISTRATIVE EXPENSES					
511000	Management Fees	43,898	43,898	43,898	47,851
511600	Bank Administration Fee	360	360	360	903
513000	Photos / Postage / Courier	4,316	4,316	3,500	4,400
513500	Legal	-	-	-	-
513600	SPA Trust Account Audits	461	461	500	500
514200	Insurance Expense	57,253	57,253	57,253	61,000
516800	Office Supplies	1,817	1,817	500	1,000
520200	Concierge	159,680	159,680	161,078	175,648
526400	Meetings & Miscellaneous	2,063	2,063	1,600	2,300
TOTAL ADMINISTRATIVE EXPENSES		269,848	269,848	268,689	293,602
UTILITIES					
531100	B.C. Hydro - Electricity	37,899	37,899	42,000	42,000
535100	Municipal Water / Sewer	58,551	58,676	47,000	60,000
535500	Garbage Disposal	8,684	8,684	11,800	9,552
536700	Recycling	-	-	-	-
537500	Enterphone	-	-	-	-
537600	Telephone / Pager	2,643	2,650	2,700	2,900
537900	Security Cameras	2,910	2,910	2,000	2,500
538700	Other Utilities (Central Steam)	66,633	66,633	95,000	80,000
TOTAL UTILITIES		177,320	177,452	200,500	196,952
BUILDING MAINTENANCE					
540800	Janitorial	37,128	37,128	35,000	41,000
541400	Supplies	1,917	1,917	2,000	2,000
542000	Pest Control	-	-	500	500
542600	Security & Alarm System	6,829	6,829	5,000	5,000
543500	Elevator Maintenance	33,232	33,232	32,000	37,000
544400	Electrical / Lighting	3,844	5,038	2,000	5,000
544700	Light Bulbs	-	-	600	600
545000	Plumbing	42,475	42,475	50,000	45,000
547400	Mechanical & Generator	11,206	11,206	15,000	12,000
548600	Doors	1,482	1,482	1,000	1,500
549800	Fire Equipment	28,966	18,321	15,000	20,000
550100	General Interior Repairs	17,996	7,625	12,000	12,000
551000	Locks & Keys	1,523	1,523	900	1,000
551300	Dryer Vent Cleaning	7,203	7,203	9,000	8,000
553700	Carpet Cleaning	1,402	1,402	1,000	1,500
555200	Water Filtration System R & M	575	575	3,000	-
558500	Repairs - Uninsured Loss	24,221	47,669	50,000	-
TOTAL BUILDING MAINTENANCE		219,998	223,625	234,000	192,100

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EXTERIOR MAINTENANCE & REPAIRS					
560500	General Repairs	599	599	2,000	2,000
560700	Roof Repairs & Maintenance	-	-	2,000	2,000
562500	Garage Cleaning	10,895	10,895	6,000	12,000
562900	Window / Vanes - Cleaning	14,443	14,443	13,000	16,000
563300	Garage Doors	2,798	2,798	7,500	2,000
567500	Exterior Cleaning	-	-	-	-
TOTAL EXTERIOR MAINTENANCE & REPAIRS		28,734	28,735	30,500	34,000
GROUNDS & GARDENS					
571000	Landscaping Services	4,947	4,947	6,000	6,000
577800	Irrigation System	427	427	500	500
578000	Waterscape Maintenance	20,509	20,509	10,000	12,000
TOTAL GROUNDS & GARDENS		25,883	25,883	16,500	18,500
RECREATION CENTRE					
580900	Recreation Centre Maintenance	235	235	1,000	1,000
583300	Exercise Equipment	323	323	2,000	2,000
TOTAL RECREATION CENTRE		558	558	3,000	3,000
TOTAL OPERATING EXPENSES		722,341	726,100	753,189	738,154
BALANCE BEFORE RESERVES & OTHER		101,597	97,839	73,198	86,533
TRANSFER TO RESERVES					
700100	Contingency Reserve Fund	73,198	73,198	73,198	86,533
TOTAL TRANSFER TO RESERVES		73,198	73,198	73,198	86,533
800000	NET SURPLUS / DEFICIT	28,399	24,641	(0)	0

AGM Jun. 14/11

3/4 VOTE RESOLUTION #2 – COMMON AREA UPGRADES

It was **MOVED** (#2009) and **SECONDED** (#1802) to approve 3/4 Vote Resolution #2.

WHEREAS the Owners, Strata Plan LMS 2728, The Pointe, wish to upgrade common areas such as the lobby and furnishings;

BE IT THEREFORE RESOLVED as a 3/4 Vote Resolution of the Owners, Strata Plan LMS 2728, The Pointe, to permit the Strata Council to us up to \$15,000 from the Contingency Reserve Fund for common area upgrades to the lobby, business center and furnishings as they deem to be appropriate. Owners expressed an interest of what is planned for the common areas and Council stated that the furnishings in the upper and lower lobby are a priority and other than that there have been some discussions in Council about the best use for the Business Center. The Property Manager noted that the area is being used for small meetings and Council meetings as its present best use for the area. A Committee will be established to determine where the allowance would be best spent and volunteers with a keen eye for decorating are invited to contact Council if they are interested in serving on the committee.

The question was called and the Motion was **CARRIED (all in favour). Unanimously with 60 in favour, none against and no abstentions. It is noted that there was one latecomer who was not present to vote on this motion.**

RULES OF STRATA PLAN LMS 2728

A. Building Security

1. No one shall let a stranger into the building by way of the enterphone, nor when entering themselves. This particularly applies to persons claiming to be tradesmen or delivery men since they should have an appointment via the concierge.
2. Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
3. All keys to locks on the common property are common property and will be made and issued only with the authority of the council.
4. Additional/replacement proximity cards may be obtained by a registered owner or a registered tenant to a maximum of four (4) proximity cards per strata lot. The proximity cards will be issued by the concierge under the authority of the council at a cost of \$50.00 or as determined from time to time by council.
5. All proximity cards and common area keys lost/stolen shall be reported to the management company immediately.
6. No soliciting will be permitted within the building under any circumstances.
7. No one shall leave open or unlocked any outside entrance or exterior fire exit doors.

B. Visitor Parking Stalls

1. Guest parking in designated visitor parking stalls shall be on first come, first served basis.
2. PARKING permits issued by the strata corporation must be placed on the dashboard of the visitor vehicle with the pass number visible within the first 10 minutes of the car arriving. In addition, all guest vehicles must have the name and suite number of the resident they are visiting posted on the dashboard or they may be subject to towing at the owner's sole risk and expense. If your guest leaves with the permit, it is your responsibility to retrieve it.
3. A maximum of one permit will be issued to each strata lot. Parking permits are the property of the strata corporation.
4. Lost or stolen permits must be reported immediately to the concierge and a charge of \$10.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and new permits will be activated.

5. The visitor parking stalls are intended for the exclusive use of individuals who are visiting a resident of LMS 2728 or by tradespeople who are providing a special service to the building. Any other use contravenes this bylaw.
6. Residents will not be allowed to permit more than one visitor to use the visitor parking at any one time due to the restricted number of stalls available.
7. Guests/visitors will not park a motor home, commercial vehicle/limousine, trailer tractor, boat or equipment of any kind, except a motor vehicle, in a visitor parking stall.
8. Residents and guests who fail to comply with the bylaws and/or rules of the strata corporation are subject to their vehicles being towed at their own expense.
9. Guest parking shall be limited to a maximum duration of 12 hours in a 48 hour period, unless prior consent is arranged with the council. Any guest parking for more than 12 hours must advise the concierge. Request for extension of visitor parking will only be accepted in writing. Phone calls after hours will not be accepted as a valid request. Any request for a period beyond 24 hours requires written approval to the resident requesting same.
10. Residents who allow friends or relatives to regularly park vehicles (i.e. for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the "visitor" category for parking in the building.
11. Resident's personal vehicles must not be parked in the visitor stalls with or without the parking permit. All resident vehicles are being recorded in the lower parking stalls to reflect this policy.
12. No vehicles shall park in a manner which will reduce the width of the garage, roadway, neighbour's parking spaces, stairwells and/or walkways. Vehicles found parked in this manner shall, without notice, be removed at the owner's expense. Vehicle must be parked within the designated space.
13. It is the resident's responsibility to inform their guest of the parking rules and not the obligation of the management or council.

C. Garbage

1. Ordinary household refuse and garbage shall be properly bagged, securely tied in plastic bags and removed from each strata lot by the owner/ resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the owner/resident and will be removed from the strata development at the expense of or by the owner/resident.
2. All recyclable refuse (e.g. plastics and bottles) must be rinsed before it is placed in the appropriate garbage container.

3. Empty cardboard boxes will be collapsed before they are placed into the garbage container specifically for cardboard.
4. Litter and garbage which is spilled or dropped from a strata lot will be the responsibility of the owner/resident and must be tidied up by the owner/resident as soon as possible.
5. At no time will rubbish, garbage, boxes, packing cases, batteries, fenders or the like be left in the parkade, doorways, or any part of the common property.
6. No garbage is to be thrown, left and/or deposited in the stairwells or fire exists.
7. No garbage is to be left outside strata lots or in the hallways on any floor of the building.

D. Social Rooms, Meeting Rooms and Business Centre

1. The social rooms and business centre are for the use of the owners/residents and their visitors. Their use will be governed by the bylaws relating to the use of common property and by the conditions of agreement for rental and the rules prescribed by the council from time to time.
2. The meeting room may be booked for private functions by owners/occupants only. All bookings are to be made through the concierge. Smoking is not permitted in the meeting room. The production or reproduction of sound is permitted in moderation. The room is available for use between the hours of 12.30 a.m. and 11.30 p.m.
3. Persons using these facilities do so at their own risk and release and indemnify the strata corporation and the managing agent from any and all claims from the use of this facility.

E. Bicycles

1. Bicycles found in non-designated/unallocated spaces will be removed, up to and including cutting free the bicycle from handrails/fences at the sole expense of the owner. Bicycles removed will be locked up by the property manager or authorized person to enforce the bylaws for a period of up 30 days. All unclaimed bicycles after 30 days will be sold by the council.
2. To recover a removed bicycle, the owner will pay a penalty of \$25.00 to cover the cost of removing and \$5.00 per day for storage up to a maximum of \$150.00. This money is payable to the strata corporation.

F. Correspondence

1. Communication between owners and council shall be in writing, signed by the owner and shall be directed to the property manager.
2. Council will consider written requests/complaint submissions at the next meeting of council, and report the results within two (2) weeks after the meeting/deliberation at which the submission was considered.

3. Any consent, approval, or permission given under these rules by the council:
 - (a) may be given by the managing agent of the council;
 - (b) must be in writing; and
 - (c) shall be revocable at any time after due notice.

G. Moving In / Out

It will be the express responsibility of the parties moving in or out to conform with the rules established for moving in or out.

1. An appointment for a moving in / out time must be made with the concierge of the building, having regard for the convenience of all concerned and to noise abatement. A move in / out fee of \$75 at the time of moving in must be paid at this time. There is no fee charged for moving out.
2. Whenever possible, a maximum of two (2) week's notice is required to be given to the concierge, prior to any move in/out.
3. Hours of move-ins and move-outs are restricted to between 8:00 a.m. and 8:00 p.m. Moves must be finished by 8:00 p.m. and moving after 8:00 p.m. will receive a fine of \$30.00 per hour or part hour.
4. Full instructions for the operation of the move will be given by the concierge.
5. Owners will be responsible for any occupant in their strata lot moving in and out of the building and will be responsible for any damage to the common property.
6. Elevator mats must be installed to protect tiled elevator floors and the wall finishes.
7. The concierge on behalf of the council and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual strata lot owner in addition to the move-in fee if the move-in/out fee is not sufficient.
8. During the move, all lobby doors remain closed and locked when unattended.
9. Following completion of any move, an inspection will be made of the common areas confirming no damage incurred and the security system will be re-alarmed.
10. All moves in/out must be made through the P-1 lobby and entrance door. No moves are allowed through the Georgia Street entrance or through the underground parking area.
11. The council may from time to time prescribe rules for moving in or out of the building.
12. The council may make exceptions from each provision in this Part upon representations being made by an owner or occupant and by persons that council deems to be affected.

H. Christmas Tress

Council has taken the advice of the City Fire Department in prohibiting freshly cut Christmas trees in the building.

I. Deliveries

Residents expending furniture deliveries must advise the concierge in advance due to the security system.

J. Elevator Shaft

If an article is accidentally dropped down the elevator shafts the owner will be responsible for calling the elevator company or wait until the elevator is serviced to have it retrieved.

K. Oil Leaks

Oil leaks are the responsibility of the owner and must be cleaned up as oil spills can be tracked throughout the building. The clean-up of the oil spill by cleaning services provided by the strata corporation will be charged back to the offending strata lot owner. The minimum charge for such a clean up will be \$25,000.

L. Recreation Facility

In the interest of safety and enjoyment of all, the following rules have been prescribed:

1. The exercise room (the "recreation facility") is for the exclusive use of residents and their guests only.
2. The recreation facility will be open except for periodic closure due to maintenance or by order of the council.
3. Guests using the recreation facility will not exceed three per strata lot and must be accompanied by a resident at all times. Residents are reminded that they are responsible for the conduct of their guests at all times.
4. Glassware, other breakable items, drinking beverages (alcoholic and others) and consumption of food is prohibited in the recreation facility.
5. No boisterous behaviour, rough play nor offensive activities permitted.
6. The recreation facility is designated as a NO SMOKING AREA.
7. Pets are not allowed in any part of the recreation facility.
8. No person under the age of 12 years old is permitted in the recreation facility unless accompanied by an adult 19 years or older.

9. It is requested that all individuals co-operate in maintaining maximum cleanliness and tidiness of the recreation facilities.
10. No street shoes are permitted.
11. Radio, tape machines and other machines for playing music are prohibited.
12. Notwithstanding, Rule 2, the recreation facilities will be closed during the hours of 11:00 p.m. to 6:00 a.m. each day.
13. The recreation facility is to be used at the user's risk. The strata corporation is not liable for any injury, loss or damage, however caused.

M. Smoking

There is no smoking permitted in any of the common areas by any resident or visitor.

N. Construction Noise

Residents are to refrain from early morning and late night construction noises. Work should be limited to between the hours of 9:00 a.m. and 8:00 p.m.

O. Water Damage

Owners are responsible for any damage resulting from any leakage from water beds or due to negligence within their strata lot. The strata corporation or other damaged strata lots will assess damages and make repairs. All costs of repairs will be assessed to the strata lot responsible.

• Rule G. #1 amended and ratified at May 12th, 2008 AGM

EXHIBIT G

CONDOMINIUM ACT
(Section 31)

RENTAL DISCLOSURE STATEMENT

1. The proposed strata plan in respect of which this statement is made is described as The Westcoast Pointe and is located on lands legally described as:

City of Vancouver
Parcel Identifier: 018-790-534
Lot G
Block 30
District Lot 185
Plan LMP16187

and will contain 208 residential strata lots.

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.

None

3. The owner-developer intends to reserve the right to itself and/or subsequent owners to lease any and all of the proposed strata lots described above for an indefinite period.

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 ____ day of September, 1994.

1300 WEST GEORGIA DEVELOPMENT PARTNERSHIP

Per: _____
Authorized Signatory

BKS DEVELOPMENT INC.

Per: _____
Authorized Signatory

*The Westcoast
Pointe*

