



**RANCHO MANAGEMENT SERVICES
(B.C.) LTD.**

Property Management Specialists
6th Floor-1190 Hornby Street,
Vancouver, B.C. V6Z 2K5
Phone: (604) 684-4508
Fax: (604) 684-1956
www.ranchovan.com

December 21, 2012

Owner(s) of "Richards Living"

Strata Plan BCS4213
1088 Richards Street
Vancouver, BC
V6B 3E1

Dear Owner(s):

Re: Annual General Meeting for Strata Corporation BCS4213 – "Richards Living"
Date: January 10, 2013
Time: 7:00 p.m.
Place: Best Western Plus in Granville Room at 1100 Granville Street, Vancouver, BC

On behalf of the owners at "Richards Living" and as your managing agent, we are pleased to enclose the formal notice of the **Annual General Meeting** of Strata Plan BCS4213, Meeting Agenda, Annual General Meeting Minutes 2011, Year End Financial Statements, Proposed 2012/2013 Budget, $\frac{3}{4}$ Resolution on Bylaw Additions, Insurance Certificate and Proxy Form. The **Annual General Meeting** has been called for **January 10, 2013 at 7:00p.m. at Best Western Plus in the Granville Room at 1100 Granville Street, Vancouver.**

Please note that registration starts at 6:30 p.m. and we respectfully request your early attendance so that the meeting may commence on time. If you are unable to attend the meeting, the enclosed proxy form can be filled out and submitted for an alternate representative to attend and vote on your behalf.

Please ensure all strata fees are paid up to date prior to the meeting. If you wish to check your account status, please contact Accounts Receivables at (604) 331-4258 or ar@ranchogroup.com. Only cash or certified cheque will be accepted at the meeting.

We request that you review the attached information and should you have any questions, please do not hesitate to contact the undersigned. We look forward to meeting with you on the evening of January 10, 2013

Yours truly,

RANCHO MANAGEMENT SERVICES (B.C.) LTD.

Agents for the Owners

Per: 

Baldev Sondhi

Strata Agent

Direct Line: (604) 331-4281

Email: bsondhi@ranchogroup.com

BS/ey

Encl.

**THE OWNERS OF STRATA PLAN BCS4213
1088 RICHARDS STREET
VANCOUVER, B.C.**

“RICHARDS LIVING”

NOTICE OF ANNUAL GENERAL MEETING

TAKE NOTICE THAT THE ANNUAL GENERAL MEETING OF STRATA PLAN BCS4213, “RICHARDS LIVING” WILL BE HELD ON THURSDAY, JANUARY 10TH, 2013 AT 7:00 P.M. IN BEST WESTERN PLUS IN GRANVILLE ROOM AT 1100 GRANVILLE STREET, VANCOUVER, B.C. AND THAT THE AGENDA WILL BE AS FOLLOWS:

1. Call to order.
2. Calling the Roll, Certifying Proxies and issuing a Voting Card for each Strata Lot represented at the meeting.
3. Filing proof of Notice of Meeting.
4. Approval of the Agenda
5. A motion to approve the November 8th, 2011 Annual General Meeting minutes (Pgs 1-5)
6. A motion to approve the 2011/2012 Year-end Financial Statements, as presented (Pgs 6-10)
7. A motion to approve the Proposed Operating Budget for 2012/2013 (Pgs 11-16)

8. $\frac{3}{4}$ Vote Resolutions
 - a) Resolution “A” – A $\frac{3}{4}$ Vote Resolution to approve the addition of Bylaws to the existing Bylaws (Pgs 17-42)
9. Insurance Report (Pg 43)
10. The Election of the Strata Council Members for 2012/2013
11. Any other matter that may be properly brought before the meeting
12. Adjournment

DATED AT VANCOUVER, B.C. this 21ST, Day of December, 2012

STRATA PLAN BCS4213

IF YOU CANNOT ATTEND, THE ENCLOSED LETTER CONTAINS A PROXY FORM PERMITTING YOU TO APPOINT THE AGENT OF YOUR CHOICE. ANY PERSON IS ELIGIBLE TO BE APPOINTED AS YOUR AGENT INCLUDING ANOTHER OWNER. PLEASE DELIVER THE PROXY TO RANCHO'S OFFICE AT 6th Floor-1190 HORNBY STREET, VANCOUVER, B.C., V6Z 2K5 OR FAX TO (604) 684-1956.

"RICHARDS LIVING"
STRATA CORPORATION BCS4213
1088 RICHARDS STREET
VANCOUVER, BC

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF RICHARDS LIVING, STRATA PLAN BCS4213, HELD IN THE VERSAILLES A ROOM, SUTTON PLACE HOTEL, 845 BURRARD STREET, VANCOUVER, BC, V6Z 2K6 ON TUESDAY, NOVEMBER 8TH, 2011 AT 7:00 P.M.

IN ATTENDANCE

Total of 90 Owners represented either in person or by proxy.

REPRESENTING RANCHO MANAGEMENT SERVICES (B.C.) LTD.

Chris Sargent, Senior Strata Agent
Baldev Sondhi, Strata Agent

1. CALL TO ORDER

The meeting was officially called to order at 7:05 p.m.

Mr. Chris Sargent indicated that this meeting has been called as per section 16 of the *Strata Property Act*, which requires the Developer to hold the first Annual General Meeting within six weeks of having 50% plus one of the strata lots conveyed. The Developer instructed Rancho to call this meeting for today's date.

The Owners were informed that the Strata Corporation became active on October 1st, 2011, which is the first month after the first strata lot was conveyed.

2. CALLING OF THE ROLL AND CERTIFICATION OF PROXIES

Mr. Chris Sargent informed the Owners that a quorum existed. A total of 90 Owners were present either in person or by proxy.

3. FILING PROOF OF NOTICE OF MEETING

As per the notice provisions of the *Strata Property Act*, whenever an Annual General Meeting is called, the Owners have to be notified at least 2 weeks in advance of the meeting. The notice of tonight's meeting was mailed out on October 20th, 2011, which is in compliance with the *Act*. Therefore, it was **MOVED, SECONDED, and CARRIED** to declare the notice of the Annual General Meeting to have been received in compliance with the notice provisions of the *Strata Property Act*.

4. MISCELLANEOUS

Mr. Chris Sargent informed the Owners present that all Annual General Meeting / Special General Meeting, Council meeting minutes, and bylaws will be available on Rancho's website at www.ranchovan.com. Simply click on the "Strata Members" link near the top of the page and enter the following information:

Username: bcs4213
Password: richards1088street

Mr. Sargent then introduced himself and Baldev Sondhi as the assigned Strata Agents for Richards Living. Mr. Sargent informed the Owners that Rancho Management has been in the Property Management business for over 35 years and has vast expertise and knowledge in Strata Management throughout the Lower Mainland. He then went on to comment that Rancho Management Services pride themselves on being a proactive management company in order to be a leader in the Property Management industry. Rancho Management was the first Property Management Company in the Lower Mainland to offer their Owners on-line minutes and bylaws on the Rancho website.

Mr. Sargent noted that Rancho is fully at arms-length from the Developer.

5. PROPOSED OPERATING BUDGET

Mr. Sargent reviewed the proposed operating budget with the General Membership. He then explained that there is a 3.5% proposed increase in the overall strata fees.

Mr. Sargent informed the General Membership that the proposed operating budget will be for the fiscal period starting on December 1st, 2011 and ending on November 30th, 2012. The Strata Corporation's yearly fiscal period will run from December 1st to November 30th, but may be changed at the discretion of the Owners.

The floor was then opened for discussion for the proposed operating budget for 2011/2012.

It was **MOVED, SECONDED, and CARRIED** to approve the proposed budget.

6. REPORT ON INSURANCE

Mr. Chris Sargent informed the Owners that the building is currently being insured for \$50,000,000 with \$10,000,000 coverage for General Liability and \$5,000,000 for Directors and Officers (Strata Council). The deductibles are as follows:

- Minimum of 10% of premium for earthquakes
- \$100 for glass
- \$10,000 for flood
- \$5,000 for water related damages
- \$5,000 for sewer back-up

6. REPORT ON INSURANCE – CONT'D

- \$2,500 for all property risks
- \$250 for lock and key
- \$1,000 for equipment breakdown

Owners were then reminded that the Strata Corporation's insurance policy does not provide for individual contents, improvements or betterments (i.e. clothing, furniture, decorating, upgrading of carpets, flooring, etc).

Owners must carry their own Home Owners package insurance for such coverage, including any improvement and liability insurance. Furthermore, the Strata Corporation's insurance policy only provides coverage for original fixtures within the strata lots (i.e. original carpets, original cabinets, original hardwood floors, etc.) that were installed by the Developer. Owners who installed hardwood floors after they took possession of their suite should have insurance covering improvements and betterments. Owners should also have coverage for water damage deductible. Also, all Investor Owners are asked to ensure that they have their own rental coverage.

Mr. Chris Sargent then answered questions from the Owners present in regards to the insurance coverage.

After further discussion, it was **MOVED, SECONDED, and CARRIED** to accept the insurance report, as presented.

7. ELECTION OF STRATA COUNCIL MEMBERS FOR 2011/2012

Mr. Sargent explained to the Owners present that the responsibilities and duties for the first year of Strata Council include the resolution of any common area deficiencies, the establishment of rules, and the finances for the Strata Corporation. He then asked those in attendance whether they wished to ask for volunteers or to have nominations. If there are more than seven (7) volunteers or nominees, an election will have to take place to select the new Strata Council members.

It was **MOVED, SECONDED, and CARRIED** to elect the Strata Council by way of volunteers. Mr. Sargent then opened the floor for volunteers, and the following Owners volunteered for Strata Council:

Name
Eran Lavie
Liana Fung
Nina Wagner
Johnny Wu
Carrie Christenson
Karen So
James Li

7. **ELECTION OF STRATA COUNCIL MEMBERS FOR 2011/2012 – CONT'D**

There being no further questions, it was **MOVED, SECONDED, and CARRIED** to duly elect the volunteers to the 2011/2012 Strata Council.

8. **ANY OTHER MATTER THAT MAY BE PROPERLY BROUGHT BEFORE THE MEETING**

a) **Deficiencies:**

Owners were advised that any in-suite deficiencies should be reported immediately to Richards Street Development Limited Partnership (the Developer). Rancho Management does not get involved in repairs and/or the remedying of in-suite deficiencies. Owners should complete the form provided by the Developer for all in-suite deficiencies. Any common area issues are the responsibility of the Strata Corporation. Residents are asked to report all common area issues to the Strata Agent, Baldev Sondhi, by email to bdsondhi@ranchogroup.com.

b) **Emergency Procedures:**

Mr. Sargent explained to the Owners the procedures involved in dealing with building emergencies. He advised that in the event of a building emergency, Owners should contact 9-1-1, the building manager, Pete at 778-874-1050 or Rancho Management at 604-684-4508 (24-hours).

c) **Standard Bylaws from the *Strata Property Act*:**

Mr. Sargent informed the Owners that the standard bylaws from the *Strata Property Act*, as well as the additional bylaws passed by the Developer, are in effect for Richards Living. The Strata Council will be developing Rules to cater to the needs of the Owners.

d) **Building Contact:**

Mr Sargent advised Owners that the onsite contact is Pete and he can be reached by calling 778-874-1050 or by email at Richards@ranchogroup.com

e) **Security during Move Ins/Move Outs:**

Mr Sargent asked the General Membership to give instructions to the new Council in regards to having a security guard present when Residents move into and out of the property. It was noted that the security of a building is most vulnerable when someone is moving into or out of the project, as doors are left open which could result in a car and/or suite break ins. There was a general discussion in the current level of staffing in the project. After discussion, it was **MOVED, SECONDED, and CARRIED** to instruct Strata Council to pass a rule charging Owners \$100 for a four (4) hour time slot for any moves into and out of the project. It was noted that this would only apply to major moves into the building and not for occasional delivery (see attached).

8. ANY OTHER MATTER THAT MAY BE PROPERLY BROUGHT BEFORE THE MEETING – CONT'D

f) AGM location:

There was a discussion in regards to the location for next year's AGM. This was left to the new Strata Council to decide.

9. NEXT MEETING

The next meeting will be a Strata Council Meeting and has been scheduled for Monday, December 5th, 2011 at 6:30 p.m. (Strata Council Members only).

10. TERMINATION OF MEETING

There being no further business to discuss, it was **MOVED, SECONDED, and CARRIED** to terminate the Annual General Meeting at 8:10 p.m.

Respectfully submitted,



Baldev Sondhi, Strata Agent
Rancho Management Services (B.C.) Ltd.
Agents for Strata Plan BCS4213
600-1190 Hornby Street, Vancouver, BC, V6Z 2K5
Phone: (604) 684-4508 (24 HOUR EMERGENCY SERVICES)
Direct Line: (604) 331-4281

HOLIDAY GREETINGS

At this time, Rancho Management Services would like to wish everyone the best of the Holiday Season!

Please note that during the Christmas Holidays and the New Year period any emergency situations can be handled by contacting Rancho's 24 hour emergency number.

RANCHO'S CHRISTMAS HOURS

FRIDAY, DECEMBER 9 th	CLOSED AT 1:00 PM
FRIDAY, DECEMBER 23 rd	CLOSED AT 3:00 PM
MONDAY, DECEMBER 26 th	CLOSED
TUESDAY, DECEMBER 27 th	CLOSED
FRIDAY, DECEMBER 30 th	CLOSED AT 3:00 PM
MONDAY, JANUARY 2 nd	CLOSED

STRATA PLAN BCS4213

FINANCIAL STATEMENTS

For the Twelve Month Period Ending November 30, 2012

(Unaudited)

CAUTION TO READER (Owner, Realtor, etc):

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.
PREPARED WITHOUT AUDIT.

Description	Year to Date

ASSETS	
CURRENT ASSETS	
1400 Operating Bank Account	40,126.95
1402 Contingency Bank Account	116,200.31
1410 Accounts Receivable	11,711.21
1440 Prepaid Insurance	65,870.52
1455 Prepaid Recycling	466.70
TOTAL CURRENT ASSETS	234,375.69

TOTAL ASSETS	234,375.69

LIABILITIES & MEMBERSHIP FUNDS	
LIABILITIES	
CURRENT LIABILITIES	
3811 Accrued Liabilities	80,750.18
3850 Unearned Revenue	1,901.26
TOTAL CURRENT LIABILITIES	82,651.44

TOTAL LIABILITIES	82,651.44

MEMBERSHIP FUNDS	
Contingency Fund	116,200.31
5999 Current Surplus (Deficit)	35,523.94
TOTAL MEMBERSHIP FUNDS	151,724.25

TOTAL LIABILITIES & MEMBERSHIP FUNDS	234,375.69

5253 STRATA PLAN BCS4213
Period Ending 11/30/2012
Total Company Budget Code: 1
STRATA B.SHEET SCHEDULE

12/10/2012 Page: 1
11:21AM User: omar

Description	Year to Date

CONTINGENCY FUND	
5600 Contingency Fund - Opening Balance	53,020.53
5610 Contingency Fund - Current Yr Cont	62,542.92
5630 Contingency Fund - Current Yr Int.	636.86

TOTAL CONTINGENCY FUND	116,200.31

Curr Mth Actual	Curr Mth Budget	Description	YTD Actual	YTD Budget	Total Orig. Budget
REVENUE					
57,331	57,331	6100 Strata Fees	687,976	687,973	687,973
732	0	6255 Late Payment/Bylaw Fines	2,432	0	0
33	0	6267 Move In/Out Fees	1,789	0	0
2,350	0	6268 Miscellaneous Income	4,499	0	0
130	0	6273 Access CardsTransmitters	2,605	0	0
(360)	0	6275 Interest Income	0	0	0
60,216	57,331	TOTAL REVENUE	699,301	687,973	687,973
OPERATING EXPENSES					
5,019	5,833	Contractor/Payroll	78,011	70,000	70,000
6,561	5,417	7500 Insurance	67,657	65,000	65,000
0	125	Grounds Maintenance	0	1,500	1,500
33,401	20,983	Maintenance	257,191	251,800	251,800
5,062	5,219	7810 Management Fees	60,749	62,630	62,630
370	667	7820 Administration	5,420	8,000	8,000
375	375	7825 Audit Fees	4,500	4,500	4,500
0	83	7835 Permits & Licenses	0	1,000	1,000
5	42	7890 Sundry Expense	192	500	500
10,812	13,375	Utilities	127,514	160,500	160,500
61,606	52,119	TOTAL OPERATING EXPENSES	601,235	625,430	625,430
5,212	5,212	7860 Contingency Fund Transfer	62,543	62,543	62,543
66,818	57,331	TOTAL EXPENSES AND TRANSFERS	663,777	687,973	687,973
(6,602)	0	SURPLUS (DEFICIT)	35,524	0	0

Curr Mth Actual	Curr Mth Budget	Description	YTD Actual	YTD Budget	Total Orig. Budget
CONTRACTOR/PAYROLL					
3,580	5,833	7427 Building Supervisor	65,199	70,000	70,000
1,440	0	7429 Security Patrol	12,812	0	0
5,019	5,833	TOTAL CONTRACTOR/PAYROLL	78,011	70,000	70,000
GROUPS MAINTENANCE					
0	125	7650 Irrigation Project	0	1,500	1,500
0	125	TOTAL GROUPS MAINTENANCE	0	1,500	1,500
MAINTENANCE					
965	2,000	7711 General Building R & M	33,620	24,000	24,000
0	458	7717 Garage Door	3,444	5,500	5,500
0	1,167	7718 Window Cleaning	12,611	14,000	14,000
4,337	1,833	7719 Landscaping	20,716	22,000	22,000
140	250	7721 Pest Control	1,932	3,000	3,000
0	333	7729 Emergency Generator	1,268	4,000	4,000
0	792	7736 Dryer Vent R & M	0	9,500	9,500
1,683	833	7751 HVAC R & M	10,711	10,000	10,000
6,136	2,500	7755 Elevator	19,800	30,000	30,000
8,620	667	7770 Fire & Safety Equipment R & M	10,101	8,000	8,000
1,551	0	7774 Security System Costs	28,717	0	0
2,232	2,233	7780 Enterphone Lease	24,554	26,800	26,800
5,374	5,417	7785 Common Area Cleaning	64,435	65,000	65,000
2,363	2,500	7788 Waste Removal	25,282	30,000	30,000
33,401	20,983	TOTAL MAINTENANCE	257,191	251,800	251,800
UTILITIES					
4,300	4,583	7915 Hydro Expense	40,058	55,000	55,000
5,294	5,167	7917 Gas Expense	53,199	62,000	62,000
845	3,333	7920 Sewer & Water	28,460	40,000	40,000
373	292	7925 Intercom & Phone Line	5,797	3,500	3,500
10,812	13,375	TOTAL UTILITIES	127,514	160,500	160,500

STRATA CORPORATION BCS4213
"RICHARDS"
 PROPOSED 2012/2013 OPERATING BUDGET

	2011/2012 BUDGET	2011/2012 ACTUAL	2012/2013 PROPOSED BUDGET	CONTRACT
INCOME			2.9% Increase	
6100 STRATA FEES	687,973	687,976	707,670	
6255 LATE PAYMENT/BYLAWS FINES	-	2,432	1,200	
6267 MOVING IN/OUT FEES	-	1,789	1,200	
6268 MISCELLANEOUS INCOME	-	4,499	1,200	
6273 ACCESS FOBS	-	2,605	1,200	
6275 INTEREST INCOME	-	-	-	
TOTAL INCOME	\$ 687,973	\$ 699,301	\$ 712,470	
OPERATING EXPENSES				
CONTRACTOR/PAYROLL	70,000	78,011	66,000	
7500 INSURANCE	65,000	67,657	79,000	BFL
IRRIGATION MAINTENANCE	1,500	-	-	
MAINTENANCE	251,800	257,192	282,300	
7810 MANAGEMENT FEES	62,630	60,749	58,300	Rancho
7820 ADMINISTRATION	8,000	5,420	4,000	
7825 AUDIT	4,500	4,500	4,500	
7835 PERMITS & LICENSES	1,000	-	-	
7844 AGM/EGM EXPENSE	-	-	2,600	
NEW DEPRECIATION REPORT (over 3 years)	-	-	4,000	
7890 SUNDRY EXPENSE	500	192	500	
UTILITIES	160,500	127,514	146,500	
TOTAL OPERATING EXPENSES	\$ 625,430	\$ 601,235	\$ 647,700	
7860 CONTINGENCY FUND TRANSFER	62,543	62,543	64,770	
TOTAL EXPENSES AND TRANSFERS	\$ 687,973	\$ 663,778	\$ 712,470	
SURPLUS (DEFICIT)	-	\$35,523	0	

Note: This budget assumes that the 2011/12 Operating Surplus will be added to the Contingency Account

	2011/2012 BUDGET	2011/2012 ACTUAL	2012/2013 PROPOSED BUDGET	CONTRACT
CONTRACTOR/PAYROLL				
7427 BUILDING SUPERVISOR	70,000	65,199	48,000	Allbright
7428 CONCEIRGE-24 HOURS	-	-	-	
7429 BIKE PATROL	-	12,812	18,000	CMI
TOTAL CONTRACTOR/PAYROLL	\$ 70,000	\$ 78,011	\$ 66,000	
GENERAL MAINTENANCE				
7711 GENERAL BUILDING R&M	24,000	33,620	30,000	
7717 GARAGE DOORS	5,500	3,444	5,500	
7718 WINDOW CLEANING	14,000	12,611	14,000	Pacific Heights
7719 LANDSCAPING	22,000	20,716	22,000	Paraspace
7721 PEST CONTROL	3,000	1,932	2,400	PCO
7729 EMERGENCY GENERATOR	4,000	1,268	4,000	
7736 DRYER VENT CLEANING	9,500	-	6,000	
7740 CARPET CLEANING	-	-	3,000	
7751 HVAC R & M	10,000	10,711	15,000	Lathams
7755 ELEVATOR	30,000	19,800	38,000	Thyssen
7770 FIRE & SAFETY EQUIPMENT R & M	8,000	10,101	12,000	GE
7774 SECURITY SYSTEM COSTS	-	28,717	2,400	
7776 SUPPLIES	-	-	3,000	
7777 LIGHTS & BALLASTS	-	-	2,000	
7780 ENTERPHONE LEASE	26,800	24,554	25,000	
7785 COMMON AREA CLEANING	65,000	64,436	65,000	5 Star
7715 POWERWASHING	-	-	-	
7788 WASTE REMOVAL	30,000	25,282	33,000	Smithrite
TOTAL GENERAL MAINTENANCE	\$ 251,800	\$ 257,192	\$ 282,300	
UTILITIES				
7915 HYDRO EXPENSE	55,000	40,058	44,000	BC Hydro
7917 GAS EXPENSE	62,000	53,199	62,000	Terresan
7920 SEWER & WATER	40,000	28,460	34,000	City of Van
7925 INTERCOM & PHONE LINE	3,500	5,797	6,500	Telus
TOTAL UTILITIES	\$ 160,500	\$ 127,514	\$ 146,500	

**RICHARDS LIVING
STRATA PLAN BCS4213
2012/2013 PROPOSED STRATA FEE SCHEDULE**

Effective - December 1st, 2012

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
101	1	84	\$ 301.16	\$ 30.34	\$ 331.51
102	2	51	\$ 182.85	\$ 18.42	\$ 201.27
1090 Richards	3	82	\$ 293.99	\$ 29.62	\$ 323.61
1070 Richards	4	109	\$ 390.80	\$ 39.37	\$ 430.17
1068 Richards	5	110	\$ 394.38	\$ 39.73	\$ 434.11
1060 Richards	6	108	\$ 387.21	\$ 39.01	\$ 426.22
1058 Richards	7	108	\$ 387.21	\$ 39.01	\$ 426.22
1050 Richards	8	108	\$ 387.21	\$ 39.01	\$ 426.22
1048 Richards	9	108	\$ 387.21	\$ 39.01	\$ 426.22
1040 Richards	10	115	\$ 412.31	\$ 41.54	\$ 453.85
1038 Richards	11	96	\$ 344.19	\$ 34.68	\$ 378.86
103	12	82	\$ 293.99	\$ 29.62	\$ 323.61
104	13	48	\$ 172.09	\$ 17.34	\$ 189.43
105	14	69	\$ 247.39	\$ 24.92	\$ 272.31
106	15	63	\$ 225.87	\$ 22.76	\$ 248.63
107	16	58	\$ 207.95	\$ 20.95	\$ 228.90
108	17	78	\$ 279.65	\$ 28.17	\$ 307.83
109	18	61	\$ 218.70	\$ 22.03	\$ 240.74
201	19	81	\$ 290.41	\$ 29.26	\$ 319.67
202	20	52	\$ 186.44	\$ 18.78	\$ 205.22
203	21	82	\$ 293.99	\$ 29.62	\$ 323.61
204	22	52	\$ 186.44	\$ 18.78	\$ 205.22
205	23	52	\$ 186.44	\$ 18.78	\$ 205.22
206	24	60	\$ 215.12	\$ 21.67	\$ 236.79
207	25	69	\$ 247.39	\$ 24.92	\$ 272.31
208	26	63	\$ 225.87	\$ 22.76	\$ 248.63
209	27	58	\$ 207.95	\$ 20.95	\$ 228.90
210	28	78	\$ 279.65	\$ 28.17	\$ 307.83
211	29	61	\$ 218.70	\$ 22.03	\$ 240.74
212	30	65	\$ 233.04	\$ 23.48	\$ 256.52
213	31	57	\$ 204.36	\$ 20.59	\$ 224.95
301	32	81	\$ 290.41	\$ 29.26	\$ 319.67
302	33	52	\$ 186.44	\$ 18.78	\$ 205.22
303	34	81	\$ 290.41	\$ 29.26	\$ 319.67
304	35	53	\$ 190.02	\$ 19.14	\$ 209.16
305	36	52	\$ 186.44	\$ 18.78	\$ 205.22
306	37	56	\$ 200.78	\$ 20.23	\$ 221.00
307	38	56	\$ 200.78	\$ 20.23	\$ 221.00
308	39	55	\$ 197.19	\$ 19.87	\$ 217.06
309	40	55	\$ 197.19	\$ 19.87	\$ 217.06
310	41	55	\$ 197.19	\$ 19.87	\$ 217.06
311	42	55	\$ 197.19	\$ 19.87	\$ 217.06
312	43	62	\$ 222.29	\$ 22.39	\$ 244.68
313	44	61	\$ 218.70	\$ 22.03	\$ 240.74
314	45	69	\$ 247.39	\$ 24.92	\$ 272.31
315	46	63	\$ 225.87	\$ 22.76	\$ 248.63
316	47	58	\$ 207.95	\$ 20.95	\$ 228.90
317	48	78	\$ 279.65	\$ 28.17	\$ 307.83
318	49	61	\$ 218.70	\$ 22.03	\$ 240.74
319	50	65	\$ 233.04	\$ 23.48	\$ 256.52
320	51	54	\$ 193.61	\$ 19.51	\$ 213.11
401	52	81	\$ 290.41	\$ 29.26	\$ 319.67
402	53	52	\$ 186.44	\$ 18.78	\$ 205.22
403	54	81	\$ 290.41	\$ 29.26	\$ 319.67
404	55	53	\$ 190.02	\$ 19.14	\$ 209.16
405	56	52	\$ 186.44	\$ 18.78	\$ 205.22
406	57	51	\$ 182.85	\$ 18.42	\$ 201.27
407	58	54	\$ 193.61	\$ 19.51	\$ 213.11
408	59	54	\$ 193.61	\$ 19.51	\$ 213.11

RICHARDS LIVING
STRATA PLAN BCS4213
2012/2013 PROPOSED STRATA FEE SCHEDULE
Effective - December 1st, 2012

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
409	60	54	\$ 193.61	\$ 19.51	\$ 213.11
410	61	54	\$ 193.61	\$ 19.51	\$ 213.11
411	62	54	\$ 193.61	\$ 19.51	\$ 213.11
412	63	58	\$ 207.95	\$ 20.95	\$ 228.90
413	64	61	\$ 218.70	\$ 22.03	\$ 240.74
414	65	69	\$ 247.39	\$ 24.92	\$ 272.31
415	66	63	\$ 225.87	\$ 22.76	\$ 248.63
416	67	58	\$ 207.95	\$ 20.95	\$ 228.90
417	68	78	\$ 279.65	\$ 28.17	\$ 307.83
418	69	61	\$ 218.70	\$ 22.03	\$ 240.74
419	70	65	\$ 233.04	\$ 23.48	\$ 256.52
420	71	54	\$ 193.61	\$ 19.51	\$ 213.11
501	72	81	\$ 290.41	\$ 29.26	\$ 319.67
502	73	52	\$ 186.44	\$ 18.78	\$ 205.22
503	74	81	\$ 290.41	\$ 29.26	\$ 319.67
504	75	53	\$ 190.02	\$ 19.14	\$ 209.16
505	76	52	\$ 186.44	\$ 18.78	\$ 205.22
506	77	51	\$ 182.85	\$ 18.42	\$ 201.27
507	78	54	\$ 193.61	\$ 19.51	\$ 213.11
508	79	54	\$ 193.61	\$ 19.51	\$ 213.11
509	80	54	\$ 193.61	\$ 19.51	\$ 213.11
510	81	54	\$ 193.61	\$ 19.51	\$ 213.11
511	82	54	\$ 193.61	\$ 19.51	\$ 213.11
512	83	58	\$ 207.95	\$ 20.95	\$ 228.90
513	84	61	\$ 218.70	\$ 22.03	\$ 240.74
514	85	69	\$ 247.39	\$ 24.92	\$ 272.31
515	86	63	\$ 225.87	\$ 22.76	\$ 248.63
516	87	58	\$ 207.95	\$ 20.95	\$ 228.90
517	88	78	\$ 279.65	\$ 28.17	\$ 307.83
518	89	61	\$ 218.70	\$ 22.03	\$ 240.74
519	90	65	\$ 233.04	\$ 23.48	\$ 256.52
520	91	54	\$ 193.61	\$ 19.51	\$ 213.11
601	92	81	\$ 290.41	\$ 29.26	\$ 319.67
602	93	52	\$ 186.44	\$ 18.78	\$ 205.22
603	94	81	\$ 290.41	\$ 29.26	\$ 319.67
604	95	53	\$ 190.02	\$ 19.14	\$ 209.16
605	96	52	\$ 186.44	\$ 18.78	\$ 205.22
606	97	51	\$ 182.85	\$ 18.42	\$ 201.27
607	98	54	\$ 193.61	\$ 19.51	\$ 213.11
608	99	54	\$ 193.61	\$ 19.51	\$ 213.11
609	100	54	\$ 193.61	\$ 19.51	\$ 213.11
610	101	54	\$ 193.61	\$ 19.51	\$ 213.11
611	102	54	\$ 193.61	\$ 19.51	\$ 213.11
612	103	58	\$ 207.95	\$ 20.95	\$ 228.90
613	104	61	\$ 218.70	\$ 22.03	\$ 240.74
614	105	69	\$ 247.39	\$ 24.92	\$ 272.31
615	106	63	\$ 225.87	\$ 22.76	\$ 248.63
616	107	58	\$ 207.95	\$ 20.95	\$ 228.90
617	108	78	\$ 279.65	\$ 28.17	\$ 307.83
618	109	61	\$ 218.70	\$ 22.03	\$ 240.74
619	110	65	\$ 233.04	\$ 23.48	\$ 256.52
620	111	54	\$ 193.61	\$ 19.51	\$ 213.11
701	112	81	\$ 290.41	\$ 29.26	\$ 319.67
702	113	52	\$ 186.44	\$ 18.78	\$ 205.22
703	114	81	\$ 290.41	\$ 29.26	\$ 319.67
704	115	53	\$ 190.02	\$ 19.14	\$ 209.16
705	116	52	\$ 186.44	\$ 18.78	\$ 205.22
706	117	51	\$ 182.85	\$ 18.42	\$ 201.27
707	118	51	\$ 182.85	\$ 18.42	\$ 201.27

RICHARDS LIVING
STRATA PLAN BCS4213
2012/2013 PROPOSED STRATA FEE SCHEDULE
Effective - December 1st, 2012

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
708	119	51	\$ 182.85	\$ 18.42	\$ 201.27
709	120	51	\$ 182.85	\$ 18.42	\$ 201.27
710	121	51	\$ 182.85	\$ 18.42	\$ 201.27
711	122	53	\$ 190.02	\$ 19.14	\$ 209.16
712	123	72	\$ 258.14	\$ 26.01	\$ 284.15
713	124	63	\$ 225.87	\$ 22.76	\$ 248.63
714	125	58	\$ 207.95	\$ 20.95	\$ 228.90
715	126	78	\$ 279.65	\$ 28.17	\$ 307.83
716	127	61	\$ 218.70	\$ 22.03	\$ 240.74
717	128	65	\$ 233.04	\$ 23.48	\$ 256.52
718	129	54	\$ 193.61	\$ 19.51	\$ 213.11
801	130	81	\$ 290.41	\$ 29.26	\$ 319.67
802	131	52	\$ 186.44	\$ 18.78	\$ 205.22
803	132	81	\$ 290.41	\$ 29.26	\$ 319.67
804	133	53	\$ 190.02	\$ 19.14	\$ 209.16
805	134	52	\$ 186.44	\$ 18.78	\$ 205.22
806	135	51	\$ 182.85	\$ 18.42	\$ 201.27
807	136	51	\$ 182.85	\$ 18.42	\$ 201.27
808	137	51	\$ 182.85	\$ 18.42	\$ 201.27
809	138	51	\$ 182.85	\$ 18.42	\$ 201.27
810	139	51	\$ 182.85	\$ 18.42	\$ 201.27
811	140	53	\$ 190.02	\$ 19.14	\$ 209.16
812	141	72	\$ 258.14	\$ 26.01	\$ 284.15
813	142	63	\$ 225.87	\$ 22.76	\$ 248.63
814	143	58	\$ 207.95	\$ 20.95	\$ 228.90
815	144	78	\$ 279.65	\$ 28.17	\$ 307.83
816	145	61	\$ 218.70	\$ 22.03	\$ 240.74
817	146	65	\$ 233.04	\$ 23.48	\$ 256.52
818	147	54	\$ 193.61	\$ 19.51	\$ 213.11
901	148	81	\$ 290.41	\$ 29.26	\$ 319.67
902	149	52	\$ 186.44	\$ 18.78	\$ 205.22
903	150	81	\$ 290.41	\$ 29.26	\$ 319.67
904	151	53	\$ 190.02	\$ 19.14	\$ 209.16
905	152	52	\$ 186.44	\$ 18.78	\$ 205.22
906	153	64	\$ 229.46	\$ 23.12	\$ 252.58
907	154	65	\$ 233.04	\$ 23.48	\$ 256.52
908	155	54	\$ 193.61	\$ 19.51	\$ 213.11
1001	156	81	\$ 290.41	\$ 29.26	\$ 319.67
1002	157	52	\$ 186.44	\$ 18.78	\$ 205.22
1003	158	81	\$ 290.41	\$ 29.26	\$ 319.67
1004	159	53	\$ 190.02	\$ 19.14	\$ 209.16
1005	160	52	\$ 186.44	\$ 18.78	\$ 205.22
1006	161	68	\$ 243.80	\$ 24.56	\$ 268.36
1007	162	50	\$ 179.26	\$ 18.06	\$ 197.32
1008	163	65	\$ 233.04	\$ 23.48	\$ 256.52
1009	164	54	\$ 193.61	\$ 19.51	\$ 213.11
1101	165	81	\$ 290.41	\$ 29.26	\$ 319.67
1102	166	52	\$ 186.44	\$ 18.78	\$ 205.22
1103	167	81	\$ 290.41	\$ 29.26	\$ 319.67
1104	168	53	\$ 190.02	\$ 19.14	\$ 209.16
1105	169	52	\$ 186.44	\$ 18.78	\$ 205.22
1106	170	68	\$ 243.80	\$ 24.56	\$ 268.36
1107	171	50	\$ 179.26	\$ 18.06	\$ 197.32
1108	172	65	\$ 233.04	\$ 23.48	\$ 256.52
1109	173	54	\$ 193.61	\$ 19.51	\$ 213.11
1201	174	81	\$ 290.41	\$ 29.26	\$ 319.67
1202	175	52	\$ 186.44	\$ 18.78	\$ 205.22
1203	176	81	\$ 290.41	\$ 29.26	\$ 319.67
1204	177	53	\$ 190.02	\$ 19.14	\$ 209.16

RICHARDS LIVING
STRATA PLAN BCS4213
2012/2013 PROPOSED STRATA FEE SCHEDULE
Effective - December 1st, 2012

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
1205	178	52	\$ 186.44	\$ 18.78	\$ 205.22
1206	179	68	\$ 243.80	\$ 24.56	\$ 268.36
1207	180	50	\$ 179.26	\$ 18.06	\$ 197.32
1208	181	65	\$ 233.04	\$ 23.48	\$ 256.52
1209	182	54	\$ 193.61	\$ 19.51	\$ 213.11
1401	183	81	\$ 290.41	\$ 29.26	\$ 319.67
1402	184	52	\$ 186.44	\$ 18.78	\$ 205.22
1403	185	81	\$ 290.41	\$ 29.26	\$ 319.67
1404	186	53	\$ 190.02	\$ 19.14	\$ 209.16
1405	187	52	\$ 186.44	\$ 18.78	\$ 205.22
1406	188	68	\$ 243.80	\$ 24.56	\$ 268.36
1407	189	50	\$ 179.26	\$ 18.06	\$ 197.32
1408	190	65	\$ 233.04	\$ 23.48	\$ 256.52
1409	191	54	\$ 193.61	\$ 19.51	\$ 213.11
1501	192	81	\$ 290.41	\$ 29.26	\$ 319.67
1502	193	52	\$ 186.44	\$ 18.78	\$ 205.22
1503	194	81	\$ 290.41	\$ 29.26	\$ 319.67
1504	195	53	\$ 190.02	\$ 19.14	\$ 209.16
1505	196	52	\$ 186.44	\$ 18.78	\$ 205.22
1506	197	68	\$ 243.80	\$ 24.56	\$ 268.36
1507	198	50	\$ 179.26	\$ 18.06	\$ 197.32
1508	199	65	\$ 233.04	\$ 23.48	\$ 256.52
1509	200	54	\$ 193.61	\$ 19.51	\$ 213.11
1601	201	81	\$ 290.41	\$ 29.26	\$ 319.67
1602	202	52	\$ 186.44	\$ 18.78	\$ 205.22
1603	203	81	\$ 290.41	\$ 29.26	\$ 319.67
1604	204	53	\$ 190.02	\$ 19.14	\$ 209.16
1605	205	110	\$ 394.38	\$ 39.73	\$ 434.11
1606	206	50	\$ 179.26	\$ 18.06	\$ 197.32
1607	207	65	\$ 233.04	\$ 23.48	\$ 256.52
1608	208	54	\$ 193.61	\$ 19.51	\$ 213.11
1701	209	81	\$ 290.41	\$ 29.26	\$ 319.67
1702	210	52	\$ 186.44	\$ 18.78	\$ 205.22
1703	211	81	\$ 290.41	\$ 29.26	\$ 319.67
1704	212	53	\$ 190.02	\$ 19.14	\$ 209.16
1705	213	102	\$ 365.70	\$ 36.84	\$ 402.54
1706	214	50	\$ 179.26	\$ 18.06	\$ 197.32
1707	215	65	\$ 233.04	\$ 23.48	\$ 256.52
1708	216	54	\$ 193.61	\$ 19.51	\$ 213.11
1801	217	81	\$ 290.41	\$ 29.26	\$ 319.67
1802	218	55	\$ 197.19	\$ 19.87	\$ 217.06
1803	219	73	\$ 261.73	\$ 26.37	\$ 288.09
1804	220	57	\$ 204.36	\$ 20.59	\$ 224.95
1805	221	49	\$ 175.68	\$ 17.70	\$ 193.38
1806	222	51	\$ 182.85	\$ 18.42	\$ 201.27
1807	223	65	\$ 233.04	\$ 23.48	\$ 256.52
1808	224	52	\$ 186.44	\$ 18.78	\$ 205.22
1901	225	66	\$ 236.63	\$ 23.84	\$ 260.47
1902	226	55	\$ 197.19	\$ 19.87	\$ 217.06
1903	227	73	\$ 261.73	\$ 26.37	\$ 288.09
1904	228	57	\$ 204.36	\$ 20.59	\$ 224.95
1905	229	50	\$ 179.26	\$ 18.06	\$ 197.32
1906	230	59	\$ 211.53	\$ 21.31	\$ 232.84
1907	231	69	\$ 247.39	\$ 24.92	\$ 272.31
487 Helmcken	232	161	\$ 577.23	\$ 58.15	\$ 635.39
477 Helmcken	233	137	\$ 491.18	\$ 49.49	\$ 540.67
		14943	\$ 53,575.00	\$ 5,397.50	\$ 58,972.50

Strata Corporation: BCS4213

Pursuant to Regulation 6.6 of Section 103 of the Strata Property Act of British Columbia, the following information is provided in support of the annual budget for the above noted strata corporation. Pursuant to Regulation 6.7, the financial statement of the Strata Corporation is attached hereto.

Fiscal Year Start: December 1, 2012 Fiscal Year End: November 30, 2013

	Operating Fund	Contingency Reserve Fund
(a) Opening Balance	<u>\$40,126.95</u>	<u>\$116,200.31</u>
(b) Estimated Income Excluding Strata Fees (details attached):	<u>\$4,800.00</u>	<u>\$1,394.40</u>
(c) Estimated Expenses (details attached):	<u>\$647,700.00</u>	<u>\$0.00</u>
(d) Contributions to Operating Fund:	<u>\$642,900.00</u>	N/A
(e) Contributions to Contingency Reserve Fund:	N/A	<u>\$100,293.00</u>
(f) Each Strata Lot's Monthly contribution to the Operating Fund:	SEE ATTACHED	N/A
(g) Each Strata Lot's Monthly contribution to the Contingency Reserve Fund:	N/A	SEE ATTACHED
(h) Estimated Balance at End of Fiscal Year:	<u>\$40,126.95</u>	N/A
(i) Estimated Balance at End of Fiscal Year: (CRF)	N/A	<u>\$217,887.71</u>

RESOLUTION "A"

**STRATA PLAN BCS 4213 – "RICHARDS LIVING"
1088 RICHARDS STREET
VANCOUVER, B.C.
V6B 0J8**

**ANNUAL GENERAL MEETING
JANUARY 10TH, 2013**

*(3/4 Vote Resolution)
Bylaw Additions*

BE IT THEREFORE RESOLVED AS A ¾ VOTE RESOLUTION THAT:

The Owners, Strata Plan BCS4213 - "Richards Living", do hereby approve adding the attached Bylaws to the existing Bylaws.

End of Resolution "A"

BCS4213
RICHARDS LIVING
BYLAWS
(ADDITIONS ARE IN BOXES)

NOTICE

The attached bylaws for BCS4213 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be "Rules and Regulations" which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

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 (1st) day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid."

Any owner owing monies for Strata Fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an owner's strata fees are in arrears.

When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the Strata Lot involved at the Owner's sole expense, for the total monies due including all strata fees outstanding, penalties assessed, all legal and other expenses.

The strata corporation may proceed under the Small Claims Act without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting unless approved by an unanimous resolution.

Repair and maintenance of property by owner

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of Property

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,

- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An Owner shall not:

- (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
- (b) make undue noise in or about any strata lot or common property;
- (c) keep any animals on his strata lot or the common property after notice not to do so from the strata council; and
- (d) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council.

(3) 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.1

Animals are not allowed on the 9th floor patio area.

A pet shall not cause a nuisance to any resident.

Owners, tenants, and occupants shall use their respective strata lot, the common property, the common facilities or other assets of the strata corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his strata lot, the common property or common facilities.

All owners, tenants and occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.

The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets or other invitees of his strata lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.

No signs, billboards, notices, placards or other advertising matter shall be placed on any part of a residential strata lot or on the common property. This bylaw shall be interpreted in a manner consistent with elections legislation.

No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the strata lot or the common property so that they are visible from outside of the building.

No owner, tenant or occupant shall install window coverings, which are visible from the exterior of the strata lot and which will detract from the conformity of the building. Any window coverings, which are installed as at the date of the passage of this bylaw, may remain, but any replacement window coverings must comply with this bylaw. The onus is on the owner of the strata lot to provide proof, if requested to do so, satisfactory to the council, that the non-conforming window coverings installed on or about their strata lot were installed prior to the date of passage of this bylaw.

Bird feeders are not allowed on the common property, including balconies and patios.

Outdoor holiday lights are permitted only from December 1st to January 15th inclusive or other festive occasions with prior notice to Strata Council.

Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.

No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.

Owners, tenants and occupants shall not allow their strata lots to become a health/safety hazard. If the council deems a strata lot to be a health/safety hazard, the council will, at its discretion, have the strata lot brought up to standard, at the owner's sole expense.

No owner, tenant, occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers and lights.

Owners, tenants and occupants are responsible for any damage to the common property and the owner of the applicable strata lot will be liable for all costs connected with cleaning and repairs.

No children are allowed to play in the hallways, elevators, lobby or any other common area. Any children playing in the common property or common facilities do so at their own risk and the strata corporation and the council will not be held responsible for injuries.

All notices must be posted on the bulletin board with consent from your Strata Agent.

Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.

No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of windows or doors or from a patio or balconies of a strata lot. No water or any liquid is to be spilt over individual balconies or out any windows.

Neither children nor pets may be left unattended on a balcony.

No commercial signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of the Strata Plan without the prior written consent of the council.

Inform strata corporation

4. (1) Within two (2) weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Where Council grants approval to an owner for modifications to the interior of the strata lot, work must commence within forty-five (45) days of the approval and be completed within ninety (90) days of commencement of construction. Council will consider an extension beyond ninety (90) day period if extenuating circumstances, requested in writing, are acceptable.

Approved alterations must comply with all applicable building codes and fire codes and must not adversely affect another strata lot or the common property. All

applicable municipal permits, including electrical permit and plumbing must be obtained and copies provided to Strata Corporation.

An owner, tenant or occupant must not make any structural alteration, either to the interior or exterior of the building without prior written approval of the council.

An owner, tenant or occupant who makes any alteration to a strata lot without first obtaining approval from council must restore the strata lot to its original condition and any costs, including legal costs, incurred by the Strata Corporation as a result of the failure to restore or remove an alteration will be the responsibility of the owner.

Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:

the maintenance and repair of the alterations, and
the effects on all adjacent strata lots or common property, and
the effects of rain and weathering, staining, discoloration.

On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.

To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

An owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum four hours per day) Monday to Friday only. There is to be no jack hammering, chipping or grinding on weekends and statutory holidays.

Hot tubs/Jacuzzis are not permitted on Common Property, Limited Common Property or within the boundaries of a Strata lot.

Metallicized or reflective coating or tinting is not permitted on glass windows or doors.

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 responsibly for any expenses relating to the alteration.

Permit entry to strata lot

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot of those portions of a strata lot that are the responsibility of the strata corporation under these bylaws;
 - (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - (i) to inspect, maintain or repair common property or common assets; or
 - (ii) to ensure the *Strata Property Act* (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for entry.
- (3) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8. The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows or skylights, on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,

- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors and windows on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

- 9. (1) Subject to subsection (2), the council must have at least three (3) and not more than seven (7) members.
- (2) If the strata plan has fewer than four (4) strata lots or the strata corporation has fewer than four (4) owners, all the owners are on the council.

Council members' terms

- 10. (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

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 (1) or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 12. (1) If a council member resigns or is unwilling or unable to act for a period of two (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 two (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 (1st) 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 (1) 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 two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14. (1) Any council member may call a council meeting by giving the other council members at least one (1) 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 (1) week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

15. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one (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 (1) week of the hearing.

Quorum of council

16. (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17. (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (3) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion unreasonably interfere with an individual's privacy.

Voting at council meetings

18. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only two (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 two (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 (1) 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 authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

21. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22. (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

23. (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 continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, 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 of these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable the first day of the month next following, except that any amount owing in respect to 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 a 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 seven (7) days, a fine may be imposed every seven (7) days.

Division 5 – Annual or Special General Meetings

Person to chair meeting

25. (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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

Participation by other than eligible voters

26. (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only two (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 may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

Order of business

28. The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;

- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

29. (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one (1) owner or tenant of the strata corporation nominated by each of the disputing parties and one (1) owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Promotion

30. (1) During the time that the owner developer of the strata corporation is a first owner of units, it shall have the right to maintain any unit or units, whether owned or

leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the units.

- (2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sales or lease of strata lots in the strata plan up to 36 months after the date of first occupancy of any such strata lot.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Small Claims Action

31. 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 3/4 vote of the strata corporation.

PARKING /STORAGE LOCKER LEASE

32. Each owner of a strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls and may be entitled to the use of a storage lockers located in the parking facility pursuant to a partial assignment of the Parking/Storage Locker Lease (the "Parking/Storage Locker Lease") between • and-----as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Locker Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of • under the Parking/Storage Locker Lease with respect to the Stalls and the Storage Lockers (as defined in the Parking/Storage Locker Lease) which are located on the common property.

PLANTERS/LANDSCAPED AREAS

33. Owners of the strata lots which do not have enclosed balconies will not place planters, landscaping 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 strata 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, landscaping items or equipment (including, without limitation, landscaped areas and/ or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner within a landscaped area and/ or planter designated as

limited common property will change, alter or amend the plantings within such landscaped areas and/ or planters without the written consent of the strata council.

STORAGE ROOM

34. For a period of ten (10) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (1) storage room of its choice within the common property and will be entitled to free access to and from such storage room through the development and the use of such storage room for the storage of building materials and equipment at all times during the ten-year period. The owner-developer will be entitled to install its own lock on the door and the strata corporation will not be entitled to a key during that ten-year period provided that after the end of the ten-year period, the owner-developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

BICYCLE STORAGE

35. The owner of each strata lot will be entitled to the use of one bicycle storage space within the secured area in the parking facility designed for that purpose, free of charge (but this will not prohibit the imposition of reasonable refundable security deposits for the issuances of keys and security passes). The strata council will, subject to the provisions of the *Strata Property Act* (British Columbia), as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.

LARGER PARKING STALLS

36. An owner of a strata lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store items such as motorbikes, canoes or kayaks within such stall, provided that such arrangements do not obstruct access to and use of the drive aisles and/ or other parking stalls by other users and are in compliance with all applicable laws and bylaws.

LEASING REQUIREMENTS

37. An owner must:
- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K- Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof."

Fitness Room

Smoking is not permitted

Be courteous to others waiting to use the fitness equipment. Please take turns using the equipment. All users must bring their own towels and wipe down exercise equipment after use.

(No food or drinks are allowed (except water bottles).

The number of visitors per strata lot allowed in the fitness room is limited to one (1). The resident must accompany visitors at all times.

The fitness room hours are between the hours of 6:00 a.m. to midnight.

All personal belongings are to be removed after each use.

No one under the age of fourteen (14) is permitted in the fitness room. Toddlers properly restrained in strollers or car seats are permitted.

Use equipment at your own risk. The strata corporation will not be held liable for any injury, damage or loss however caused.

Building Security

No one shall leave open or unlock any outside entrance or exterior fire exit door.

No one shall let a stranger enter the building by way of enterphone, or when entering the building themselves.

No soliciting will be permitted within the Strata Plan under any circumstances.

Security of the building cannot be maintained without the full cooperation and observance of these bylaws by all residents.

Hazards and Insurance

Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells. Alcohol is not permitted in any common areas.

Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.

Owners, tenants and occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by

adjusting the door closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.

No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.

Owners, tenants and occupants must not permit explosives, combustible, flammable or offensive materials to be stored on their strata lot or on the common property, except a small supply of fuel normally used for gas barbecues and heaters only.

Owners, tenants and occupants must endeavor to prevent the escape of any explosive, combustible, flammable or noxious fumes material from their strata lot.

No material or substance especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window or any other part of the strata lot or the common property.

In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted, access for protection of the common property or safety may have to be gained by force at the owner's expense.

It is the responsibility of owners to have their vacant suites checked a minimum of once every 7 days, to ensure there is no damage of any kind, including water that may occur when their unit is vacant. In the event of a problem with their unit, owners must be able to demonstrate that their unit has been inspected a minimum of once every 7 days, otherwise the Strata will hold the owner responsible for any damage caused to their unit and other affected units.

An owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within ninety (90) days of the written issuance of the charge, if such claim results from damages caused to the common property, including limited common property, or common assets by the negligence or accident of an owner or by that of the owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Owners assessed a chargeback against their strata lot due to damages sustained from their strata lot must pay the chargeback amount within 90 days. Where an owner fails to pay the chargeback within 90 days, the outstanding chargeback amount will be subject to an interest charge of 10% per annum, compounded annually.

Open Houses

Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on either Saturday or Sunday and are subject to this Bylaw.

The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's Agent or Realtor.

The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.

Bicycles, Rollerblades, Roller-skating, and Skateboards

Bicycles shall be kept in designated bicycle storage areas only.

Bicycles shall be carried into and within the building with the exception of the underground parking. Bicycles shall not be transported through common hallways or in the elevators of the Strata Plan.

Bicycles found in non-designated/unallocated spaces will be removed up to and including cutting free the bicycle if necessary from handrails or fences at the sole expense of the owner.

Skateboarding, rollerblading/skating is not permitted in any common areas of the Strata Plan.

Storage

No part of the common property except areas designated by the strata corporation will be used for storage without the prior written consent of the council.

Barbecues and Heaters

Only propane, natural gas or electric barbecues or heaters are permitted.

All propane tank valves are to be in the "off" position when not in use, and/or being carried through the common property. Natural gas units shall be disconnected from the outlet when not in use.

Barbecuing is permitted on the balconies and patios of each applicable strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.

Barbecuing equipment must be maintained in an orderly appearance and stored outside.

Barbecues must be kept clean to reduce smoke and odors disturbing other residents.

Failure to comply resulting in complaints may result in suspension of barbecuing rights.

Window Tinting

An owner must not install or permit to be installed any metalized, reflective or mirror coating, filming or tinting on any windows.

An owner may install non-reflective or non-mirrored window coating, filming or tinting with product specification as provided by the Strata Council.

In the event that the Strata Corporation replaces any exterior window or door for any reason, the Strata Corporation will not be required to apply any coatings or pay the cost to reapply coatings that may have existed prior to such window or door replacement. Subject to 44(2), an owner may reapply a window coating at their expense.

Fire Inspection

Every owner, tenant, or occupant must provide access to the individual strata lots for building staff and authorized contractors to test the fire and safety equipment within each strata lot when given advance notice by the Strata Corporation. The testing of the fire and safety equipment in the strata lot shall be completed once a year as mandated by the City of Vancouver. If the Owner, tenant, or occupant does not provide access during the prescribed time of the inspection, the cost of re-inspection (contractor, locksmith, and building staff time cost) will be billed back to the individual strata lot Owner.

**RULES ADOPTED BY THE STRATA COUNCIL
DURING THE YEAR 2011-2012**

TO BE RATIFIED AND CREATED AS BYLAWS

STRATA PLAN BCS4213

“RICHARDS LIVING”

**1088 RICHARDS STREET
VANCOUVER, BC**

Residents Vehicles and Parking

1. (1) A Resident shall use the parking garage specifically assigned to their Strata Lot for vehicle parking, save and except private arrangements with other Owners for parking garage(s) assigned to such Owner.
- (2) A Resident shall not sell, lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident.
- (3) No one shall park a motor home, trailer, boat or equipment of any kind on Common Property.
- (4) Vehicles, found in unallocated spaces will be removed immediately, without notice, at the vehicle owner's expense.
- (5) No one shall park under any circumstances on interior roadways or driveways. Any vehicle found parking in a prohibited area will be removed, without notice, at the vehicle owner's expense.
- (6) No one shall park in a way that reduces the width of the garage roadway, other parking spaces, stairwells or walkways. Vehicles parked in contravention of this section will be removed, without notice, at the vehicle owner's expense.
- (7) No one shall use the common parking areas for storage of any kind.
- (8) No one shall make major repairs or adjustments to a vehicle on Common Property or in parking garages.
- (9) No one shall allow a vehicle to cause any oil leaks or exhaust stains to parking stalls. A Resident, on notice from the Corporation, shall clean up all drippings. If, after notice, a Resident fails to do so, the Corporation will clean the leaks and stains and charge the cost of such clean up to the Owner.
- (10) A Resident who finds an unauthorized vehicle parked in their assigned parking garage or blocking ingress or egress to the same shall contact the Building Manager to have the vehicle removed which removal will be at the expense of the vehicle owner.

- (11) No one shall drive faster than 10 km/h on Common Property.
- (12) No one shall sound a vehicle horn or allow a vehicle to make any other noise that is a nuisance.
- (13) A Resident or Visitor shall not obstruct a fire lane. A vehicle in contravention of this section will be towed immediately, without notice, at the expense of the vehicle Owner.

Leasing Requirements

2. (1) An Owner must:
- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the Strata Property Act (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.
 - (c) provide tenant(s) with BCS4213 Bylaws and Rules prior to any tenant(s) taking occupancy of a strata lot, and provide any updates or amendments throughout the tenancy.

Improvement Guidelines

3. (1) The owner of any Strata Lot must comply with the following requirements in connection with work, construction, alteration and renovations in the interior of his or her strata lot:
- (a) any changes or additions to the structure or the systems employed in the building necessitated by owner’s work must be approved by the strata council, such approval not to be unreasonably withheld and be designed and performed by a professional architect or engineer at the owner’s expense. In addition, the owner must employ a professional architect or engineer to handle the electrical and mechanical design distribution within the strata lot at the owner’s expense;
 - (b) the owner is solely responsible for obtaining all necessary approvals and permits for its work from the appropriate municipal authority and all other authorities having jurisdiction and the owner must submit evidence of these approvals to the strata council before commencing work. The owner is responsible for payment of all fees and charges incurred in obtaining said approvals and for obtaining in an occupancy permit prior to occupation;
 - (c) the owner will engage professional designers, consultants, contractors and subcontractors or trades. The owner will enter into its own contractual

agreements with the contractor and/or subcontractors. The owner shall ensure that the contractor and/or subcontractors carry the necessary insurance and have taken out the necessary permits and shall indemnify the strata corporation for any loss, cost or damage suffered by it if they fail to do so. The owner's contractor and/or subcontractors are to ensure that their work conforms to the criteria of the overall base building standards.

- (d) the owner will indemnify the strata corporation from any and all claims arising out of work done by the owner or its contractors and the owner will promptly remove any liens filed against title to the common property in connection with its work; and
- (e) the owner will cause all of its work to be done in a good and workmanlike manner and in accordance with any approvals by the strata council.
- (f) Limit improvement work to the hours of:
 - (i) 9 am to 5pm on Weekdays
 - (ii) 11am to 5pm on Saturdays
 - (iii) Prohibited on Sundays and Holidays
- (g) In the case of a flooring change, minimum underlay specifications at least STC>73 and IIC>71 must be used and verified by the owner.

Move In/Out

4. (1) An Owner:

- (a) must schedule every move-in or move-out in advance with the building supervisor. Available times are subject to:
 - (i) previously scheduled moves
- (b) must provide a security deposit of \$200.00 prior to each move-in or move-out, to be returned in a reasonable time period with a description of any deductions due to property damage.
- (c) must provide a \$100.00 non-refundable fee prior to a move-in or move-out. There will be no move-in or move-out fee applicable to townhouses.
- (d) will be charged an additional \$50.00 fine each time if they, or their Tenant(s) perform an unscheduled move-in or move-out

Pets

5. (1) A maximum total of two pets per strata lot is permitted, and is restricted to:

- (a) cats,
 - (b) small to medium-sized dogs defined as less than 62cm (24") tall from shoulder to floor when standing normally. Owners are prohibited from having a "vicious dog". A vicious dog is defined as:
 - (i) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (ii) any dog who has bitten another domestic animal or human without provocation or
 - (c) any owner unsure if their dog is acceptable, should contact the Strata Agent or Strata Council for approval.
 - (d) caged birds,
- (2) All animals must be leashed, or otherwise secured, when on any common or limited common property, or on the grounds of the building or complex.
 - (3) Immediate clean up after pets in, or on, any common or limited common property, or on the grounds of the building or complex is mandatory.
 - (4) Pets must also not make any undue noise in or about any strata lot or common property.

Projectiles

- 6. Throwing of objects, fluids, or projectiles of any kind, from anywhere on the property is not permitted.

Garbage Disposal / Recycling

- 7. (1) Garbage and recycling should be disposed of properly, and in the garbage room located on P1.
- (2) Any materials other than ordinary household refuse must be disposed of off-site at his or her expense.

Hazards and Insurance

- 8. All freshly cut and "live" Christmas trees are prohibited in the building.

Open House

- 9. Open Houses may be conducted for a maximum period of two hours between 1:00 p.m. and 4:00 p.m. on either Saturday or Sunday.

**RULES ADOPTED BY THE STRATA COUNCIL
DURING THE YEAR 2011-2012**

TO BE RATIFIED AND CREATED AS BYLAWS

**STRATA CORPORATION BCS 4213
Richards**

VISITOR PARKING

- (1) Visitor parking in the designated BCS4213 visitor parking space shall be on a first come first served basis.
- (2) Parking permits issued by the strata corporation must be placed on the dashboard of the visiting motor vehicle with the pass number visible, or they may be subject to being towed at the vehicle owner's sole risk and expense.
- (3) A maximum of one visitor parking permit will be issued to each strata lot. Parking permits are the property of the strata corporation.
- (4) Lost or stolen tags must be reported immediately to the management company and a charge of \$50.00 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 the new permits will be activated.
- (5) The visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of BCS4213 or by tradespeople who are providing a special service to the building. Any other use contravenes this bylaw.
- (6) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (7) A resident's personal vehicles must not be parked in the visitor stalls with or without the visitor's parking permit.
- (8) Visitor parking shall be limited to a maximum duration of 18 hours, unless prior approval is arranged with the concierge. Under no circumstances may a motor vehicle be parked overnight or make use of visitor parking for more than three (3) consecutive days without an extended visitor parking pass. Furthermore, no motor vehicle may make use of visitor parking for more than seven (7) days per month.
- (9) Residents who allow friends or relatives to regularly park motor 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.



**BFL
CANADA**



STRATA PROTECT

BFL CANADA Insurance Services Inc.
1177 West Hastings Street, Suite 200
Vancouver, British Columbia V6E 2K3
Tel.: 604-669-9600
Fax: 604-683-9316
Toll Free: 1-866-669-9602

CERTIFICATE OF INSURANCE

Previous Policy No. BFL04BCS4213 Renewal Policy No. BFL04BCS4213

NAMED INSURED The Owners, Strata Plan BCS4213, acting on their own behalf or as a Strata Corporation &/or as Trustees or Agents on behalf of all Registered Unit Owners and Richard Street Development Limited Partnership but only with respect to Strata Plan BCS4213

MAILING ADDRESS Rancho Management Services (B.C.) Ltd. (As Property Manager)
600-1190 Hornby Street, Vancouver, BC V6Z 2K5

POLICY PERIOD From: September 28, 2012 To: September 28, 2013
12:01 a.m. standard time at the location of the premises as to each of the said dates

INSURED LOCATION 1088 Richards Street, Vancouver, BC V6B 0J8
1038-1040, 1048, 1050, 1058, 1060, 1068, 1070, & 1090 Richards Street, Vancouver, BC V6B 3E1
477 & 487 Helmcken Street, Vancouver, BC V6B 2E6

CONSTRUCTION RICHARDS

OCCUPIED BY INSURED AS Mixed 18 Storeys 3 Buildings
233 Residential Units 0 Commercial Unit

Insurance is provided, subject to the Declarations, Terms, Conditions of the policy and its Riders, only for which specific Riders are attached and for which a specific limit or annotation is shown hereunder.

INSURING AGREEMENT	DEDUCTIBLE	LIMIT
SECTION I - PROPERTY (Revision, May 19, 2011 GK)		
A. All Property - All Risks, Blanket By-Laws, Stated Amount Co-Insurance, Replacement Cost, 110% Margin Clause, Earthquake and Flood Limit in the annual aggregate not to exceed 110% of policy limit.		\$ 53,249,000
All Risks	\$ 5,000	
All Risks With respect to losses arising from Vacant Units	\$ 10,000	
Sewer Backup Damage	\$ 10,000	
Water Damage	\$ 10,000	
Earthquake Damage	% 10 (Min. \$250,000)	
Flood Damage	\$ 10,000	
Lock & Key	\$ 250	\$ 10,000
B. Business Interruption (Gross Rents), 100% Co-Insurance, Indemnity Period (Months): N/A		Not Covered
SECTION II - CRIME (Form Number 2110 01/2004)		
I. Comprehensive Dishonesty, Disappearance and Destruction - Form A	Nil	\$ 10,000
II. Loss Inside the Premises	Nil	\$ 5,000
III. Loss Outside the Premises	Nil	\$ 5,000
IV. Money Orders and Counterfeit Currency	Nil	\$ 5,000
V. Depositors Forgery	Nil	\$ 5,000
SECTION III - COMMERCIAL GENERAL LIABILITY (Form 2294 03/2010)		
A. Bodily Injury & Property Damage Liability - Per Occurrence	\$ 500	\$ 10,000,000
Products and Completed Operations Aggregate	\$ 500	\$ 10,000,000
B. Personal and Advertising Injury Liability - Per Occurrence (Form Number 2333)		\$ 10,000,000
C. Medical Payments - Each Person		\$ 25,000
D. Tenants Legal Liability	\$ 500	\$ 1,000,000
Non-Owned Automobile Endorsement SPF #6 - Per Occurrence (Form Number 6063)	\$ 500	\$ 10,000,000
Legal Liability For Damage To Hired Automobiles Endorsement SEF #94 - Per Occurrence (Form Number 5644)	\$ 500	\$ 50,000
Contractual Liability Endorsement SEF #96 - Per Occurrence (Form Number 5644)		Included
Excluding Long Term Leased Vehicle Endorsement SEF #99 - Per Occurrence (Form Number 6664)		Included
Limited Pollution Liability Coverage Endorsement (Form Number 2214)	\$ 10,000	\$ 1,000,000
Employee Benefit Liability (Form Number 2311)		Included
SECTION IV - CONDOMINIUM DIRECTORS & OFFICERS LIABILITY (Form D14100 (10/04))		
Claims Made Form (Including Property Manager)	Nil	\$ 5,000,000
SECTION V - BLANKET GLASS - Includes Lobby Glass (Form Number 4185 05/1992)		
Residential	\$ 100	Blanket
Commercial	\$ 250	

SUBSCRIPTION

This Policy contains a clause(s) which may limit the amount payable.

This Certificate is not valid unless countersigned by an Authorized Representative of the Insurer(s). E. & O.E. Date: September 26, 2012	BFL CANADA Insurance Services Inc. AUTHORIZED REPRESENTATIVE
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PROXY

TO: THE OWNERS STRATA PLAN BCS4213
600-1190 Hornby Street
Vancouver, BC
V6Z 2K5

I _____ of Unit No. _____ will not be in attendance at the meeting on
January 10, 2013.

The undersigned hereby appoints:

_____ or failing him/her _____ as the proxy of the
undersigned, upon presentation of this proxy form at the said meeting(s), to attend and vote at the
meeting to be held on January 10, 2013 and at any adjournment thereof, in the same manner, to the
same extent and with the same powers as if the undersigned were present at the said meeting or any
adjournment thereof. Discretionary authority is conferred on the proxy with respect to such proposals
or matters which may properly come before the meetings and at any adjournment thereof.

The undersigned acknowledges receipt of the Notice for the meeting and hereby revokes any proxy
previously given.

Signature

Date

**NOTE: Please note that the Strata Agent of this Strata Corporation, or any of the employees of
this Strata Corporation's Agent, cannot be appointed as a proxy.**

Please deliver this proxy form to Rancho's office at 6th Floor-1190 Hornby Street, Vancouver,
B.C., V6Z 2K5, fax to (604) 684-1956 or email to Erika Young at eyoung@ranchogroup.com
no later than 12:00 p.m. on January 10, 2013.

*Should you have any questions regarding this package, please do not hesitate to contact Baldev
Sondhi, Strata Agent, at 604-331-4281 or at bsondhi@ranchogroup.com.*

Resolution

In Favor

Opposed

Resolution "A" – Bylaw Additions