

Strata Property Act Form B
INFORMATION CERTIFICATE (SECTION 59)

The Owners, **Strata Plan LMS-1000** certifies that the information contained in this certificate with respect to **#103 – 225 East 19th Avenue Vancouver BC V5V 1J3 Strata Lot# 62** is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above is **\$217.38**
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*) **\$0**
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets? yes no
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved **\$0**
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year..... **\$Unknown**
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund **\$156,797.08**
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office? yes no
- (h) Are there any resolutions passed by a ¾ vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office? yes no
- (i) Has notice been given for any resolutions, requiring a ¾ vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on? yes no
- (j) Is the strata corporation party to any court proceeding or arbitration, and/or are there any judgements or orders against the strata corporation? yes no
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets? yes no
- (l) Number of strata lots in the strata plan that are rented is: **40**
- (m) The insurance broker or agent of the Strata Corporation is:

Coastal Insurance Services Ltd.
#104 – 2331 Marpole Avenue,
Port Coquitlam, BC V3C 2A1
Tel: 604-944-1700



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Bill Miller Strata Manager

Date: February 25th, 2008

Strata Plan LMS 1000
Balance Sheet
As of December 31, 2007

	<u>Mar 31, 07</u>	<u>Apr 30, 07</u>	<u>May 31, 07</u>	<u>Jun 30, 07</u>
ASSETS				
Current Assets				
Chequing/Savings				
1000 · Cash and Bank				
1040 · Petty Cash	250.00	250.00	250.00	250.00
1050 · VanCity Operating Account	41,390.38	43,488.05	37,615.71	47,898.95
1070 · VanCity Contingency ReserveAcct	24,100.12	31,241.42	26,736.83	28,889.07
1071 · CRF Term Deposit	171,028.38	171,028.38	171,028.38	171,028.38
1090 · Vancity Share A/C	60.49	60.49	60.49	60.49
Total 1000 · Cash and Bank	<u>236,829.37</u>	<u>246,068.34</u>	<u>235,691.41</u>	<u>248,126.89</u>
Total Chequing/Savings	236,829.37	246,068.34	235,691.41	248,126.89
Accounts Receivable				
1100 · A/R - Regular Maintenance Fee	2,188.61	1,599.85	4,793.76	3,841.30
1117 · A/R - Special Levy 2007	0.00	0.00	19,144.67	17,904.84
Total Accounts Receivable	<u>2,188.61</u>	<u>1,599.85</u>	<u>23,938.43</u>	<u>21,746.14</u>
Other Current Assets				
1116 · AR - Retro maintenance fee	1,943.03	3,886.06	0.00	0.00
1150 · Other Receivables	0.00	0.00	0.00	0.00
1310 · Prepaid Insurance	32,652.00	29,024.00	25,396.00	21,768.00
1350 · Prepaid Recycling Expense	0.00	0.00	1,151.00	986.60
1499 · Undeposited Funds	0.00	196.69	0.00	365.00
Total Other Current Assets	<u>34,595.03</u>	<u>33,106.75</u>	<u>26,547.00</u>	<u>23,119.60</u>
Total Current Assets	<u>273,613.01</u>	<u>280,774.94</u>	<u>286,176.84</u>	<u>292,992.63</u>
TOTAL ASSETS	<u>273,613.01</u>	<u>280,774.94</u>	<u>286,176.84</u>	<u>292,992.63</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	19,186.61	14,883.42	13,594.05	4,041.70
Total Accounts Payable	<u>19,186.61</u>	<u>14,883.42</u>	<u>13,594.05</u>	<u>4,041.70</u>
Other Current Liabilities				
2060 · Other Payables	0.00	0.00	0.00	0.00
2100 · Accrued Liabilities	7,297.50	11,604.52	5,851.50	8,511.00
2220 · GST Payable	522.16	616.27	693.79	824.24
2300 · Payroll Liabilities				
2310 · CPP Payable	591.78	629.30	626.16	558.34
2320 · EI Payable	283.44	299.81	298.44	268.82
2330 · Federal Tax Payable	1,121.25	1,202.32	1,195.90	1,041.17
2350 · Vacation Liability	1,679.57	2,095.98	2,510.47	1,797.35
Total 2300 · Payroll Liabilities	<u>3,676.04</u>	<u>4,227.41</u>	<u>4,630.97</u>	<u>3,665.68</u>

	<u>Mar 31, 07</u>	<u>Apr 30, 07</u>	<u>May 31, 07</u>	<u>Jun 30, 07</u>
2380 · WCB Payable	157.24	212.76	268.02	317.80
2500 · Card and Key Deposit				
2510 · Access Card Deposits	11,475.00	11,275.00	11,200.00	11,400.00
2520 · Door Key Deposit	6,775.00	6,700.00	6,625.00	6,625.00
2540 · Bike Room Key Deposit	2,450.00	2,375.00	2,425.00	2,525.00
2560 · Locker Room Key Deposit	600.00	600.00	600.00	600.00
Total 2500 · Card and Key Deposit	<u>21,300.00</u>	<u>20,950.00</u>	<u>20,850.00</u>	<u>21,150.00</u>
Total Other Current Liabilities	<u>32,952.94</u>	<u>37,610.96</u>	<u>32,294.28</u>	<u>34,468.72</u>
Total Current Liabilities	<u>52,139.55</u>	<u>52,494.38</u>	<u>45,888.33</u>	<u>38,510.42</u>
Long Term Liabilities				
2700 · Contingency Fund				
2710 · Contingency Fund Contributions	241,951.19	245,423.95	248,896.71	253,075.95
2720 · Contingency Expenditures	0.00	0.00	0.00	0.00
Total 2700 · Contingency Fund	<u>241,951.19</u>	<u>245,423.95</u>	<u>248,896.71</u>	<u>253,075.95</u>
2960 · 2007 Special Levy				
2961 · 2007 SL - Contribution	0.00	0.00	30,000.43	30,000.43
2962 · 2007 SL - Expenditures	0.00	0.00	-23,226.83	-29,528.86
2963 · 2007 SL - GST collected	0.00	0.00	132.76	132.76
2964 · 2007 SL - GST ITC (7.38%)	0.00	0.00	-91.15	-117.58
2965 · 2007 SL - Fine Interest	0.00	0.00	0.00	0.00
Total 2960 · 2007 Special Levy	<u>0.00</u>	<u>0.00</u>	<u>6,815.21</u>	<u>486.75</u>
Total Long Term Liabilities	<u>241,951.19</u>	<u>245,423.95</u>	<u>255,711.92</u>	<u>253,562.70</u>
Total Liabilities	<u>294,090.74</u>	<u>297,918.33</u>	<u>301,600.25</u>	<u>292,073.12</u>
Equity				
2999 · Retained Earnings	-20,102.75	-20,102.75	-20,102.75	-20,102.75
Net Income	-374.98	2,959.36	4,679.34	21,022.26
Total Equity	<u>-20,477.73</u>	<u>-17,143.39</u>	<u>-15,423.41</u>	<u>919.51</u>
TOTAL LIABILITIES & EQUITY	<u><u>273,613.01</u></u>	<u><u>280,774.94</u></u>	<u><u>286,176.84</u></u>	<u><u>292,992.63</u></u>

Strata Plan LMS 1000
Balance Sheet
As of December 31, 2007

	<u>Jul 31, 07</u>	<u>Aug 31, 07</u>	<u>Sep 30, 07</u>	<u>Oct 31, 07</u>
ASSETS				
Current Assets				
Chequing/Savings				
1000 · Cash and Bank				
1040 · Petty Cash	250.00	250.00	250.00	250.00
1050 · VanCity Operating Account	61,824.42	74,207.10	65,319.84	66,245.09
1070 · VanCity Contingency ReserveAcct	40,691.12	49,229.76	52,408.40	13,872.88
1071 · CRF Term Deposit	171,028.38	171,028.38	171,028.38	171,028.38
1090 · Vancity Share A/C	60.49	60.49	60.49	60.49
Total 1000 · Cash and Bank	<u>273,854.41</u>	<u>294,775.73</u>	<u>289,067.11</u>	<u>251,456.84</u>
Total Chequing/Savings	273,854.41	294,775.73	289,067.11	251,456.84
Accounts Receivable				
1100 · A/R - Regular Maintenance Fee	2,384.84	2,456.23	2,691.83	2,884.20
1117 · A/R - Special Levy 2007	13,301.24	12,298.93	9,767.61	3,459.86
Total Accounts Receivable	<u>15,686.08</u>	<u>14,755.16</u>	<u>12,459.44</u>	<u>6,344.06</u>
Other Current Assets				
1116 · AR - Retro maintenance fee	0.00	0.00	0.00	0.00
1150 · Other Receivables	441.12	0.00	741.52	0.00
1310 · Prepaid Insurance	18,140.00	14,512.00	10,884.00	7,256.00
1350 · Prepaid Recycling Expense	822.20	657.80	493.40	329.00
1499 · Undeposited Funds	1,423.17	32.49	67.80	0.00
Total Other Current Assets	<u>20,826.49</u>	<u>15,202.29</u>	<u>12,186.72</u>	<u>7,585.00</u>
Total Current Assets	<u>310,366.98</u>	<u>324,733.18</u>	<u>313,713.27</u>	<u>265,385.90</u>
TOTAL ASSETS	<u>310,366.98</u>	<u>324,733.18</u>	<u>313,713.27</u>	<u>265,385.90</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	8,398.26	38,997.03	74,875.30	15,802.33
Total Accounts Payable	<u>8,398.26</u>	<u>38,997.03</u>	<u>74,875.30</u>	<u>15,802.33</u>
Other Current Liabilities				
2060 · Other Payables	0.00	0.00	0.00	0.00
2100 · Accrued Liabilities	9,611.00	10,827.00	11,842.00	6,412.00
2220 · GST Payable	930.26	971.03	1,035.91	1,148.15
2300 · Payroll Liabilities				
2310 · CPP Payable	518.80	595.26	620.72	511.24
2320 · EI Payable	264.16	291.24	296.06	113.64
2330 · Federal Tax Payable	855.23	1,049.65	1,145.32	1,140.88
2350 · Vacation Liability	1,301.27	1,651.67	2,062.87	2,472.70
Total 2300 · Payroll Liabilities	<u>2,939.46</u>	<u>3,587.82</u>	<u>4,124.97</u>	<u>4,238.46</u>

	<u>Jul 31, 07</u>	<u>Aug 31, 07</u>	<u>Sep 30, 07</u>	<u>Oct 31, 07</u>
2380 · WCB Payable	366.71	420.64	475.46	530.10
2500 · Card and Key Deposit				
2510 · Access Card Deposits	11,350.00	11,375.00	11,275.00	11,425.00
2520 · Door Key Deposit	6,675.00	6,725.00	6,650.00	6,725.00
2540 · Bike Room Key Deposit	2,550.00	2,600.00	2,575.00	2,600.00
2560 · Locker Room Key Deposit	550.00	550.00	550.00	550.00
Total 2500 · Card and Key Deposit	<u>21,125.00</u>	<u>21,250.00</u>	<u>21,050.00</u>	<u>21,300.00</u>
Total Other Current Liabilities	<u>34,972.43</u>	<u>37,056.49</u>	<u>38,528.34</u>	<u>33,628.71</u>
Total Current Liabilities	43,370.69	76,053.52	113,403.64	49,431.04
Long Term Liabilities				
2700 · Contingency Fund				
2710 · Contingency Fund Contributions	256,725.33	260,374.71	264,024.09	267,673.47
2720 · Contingency Expenditures	0.00	-6,683.88	-58,517.22	-58,517.22
Total 2700 · Contingency Fund	<u>256,725.33</u>	<u>253,690.83</u>	<u>205,506.87</u>	<u>209,156.25</u>
2960 · 2007 Special Levy				
2961 · 2007 SL - Contribution	30,010.46	30,010.47	30,010.47	30,010.47
2962 · 2007 SL - Expenditures	-29,528.86	-29,528.86	-29,528.86	-29,528.86
2963 · 2007 SL - GST collected	132.76	132.76	132.76	132.76
2964 · 2007 SL - GST ITC (7.38%)	-117.58	-117.58	-117.58	-117.58
2965 · 2007 SL - Fine Interest	0.00	0.00	0.00	34.30
Total 2960 · 2007 Special Levy	<u>496.78</u>	<u>496.79</u>	<u>496.79</u>	<u>531.09</u>
Total Long Term Liabilities	<u>257,222.11</u>	<u>254,187.62</u>	<u>206,003.66</u>	<u>209,687.34</u>
Total Liabilities	300,592.80	330,241.14	319,407.30	259,118.38
Equity				
2999 · Retained Earnings	-20,102.75	-20,102.75	-20,102.75	-20,102.75
Net Income	29,876.93	14,594.79	14,408.72	26,370.27
Total Equity	<u>9,774.18</u>	<u>-5,507.96</u>	<u>-5,694.03</u>	<u>6,267.52</u>
TOTAL LIABILITIES & EQUITY	<u>310,366.98</u>	<u>324,733.18</u>	<u>313,713.27</u>	<u>265,385.90</u>

Strata Plan LMS 1000
Balance Sheet
As of December 31, 2007

	<u>Nov 30, 07</u>	<u>Dec 31, 07</u>
ASSETS		
Current Assets		
Chequing/Savings		
1000 · Cash and Bank		
1040 · Petty Cash	250.00	250.00
1050 · VanCity Operating Account	64,917.95	71,190.89
1070 · VanCity Contingency ReserveAcct	8,487.64	-6,137.76
1071 · CRF Term Deposit	171,028.38	141,028.38
1090 · Vancity Share A/C	60.49	60.49
Total 1000 · Cash and Bank	<u>244,744.46</u>	<u>206,392.00</u>
Total Chequing/Savings	244,744.46	206,392.00
Accounts Receivable		
1100 · A/R - Regular Maintenance Fee	985.88	1,986.05
1117 · A/R - Special Levy 2007	1,872.37	1,382.28
Total Accounts Receivable	<u>2,858.25</u>	<u>3,368.33</u>
Other Current Assets		
1116 · AR - Retro maintenance fee	0.00	0.00
1150 · Other Receivables	235.02	0.00
1310 · Prepaid Insurance	3,628.00	49,106.00
1350 · Prepaid Recycling Expense	164.60	0.00
1499 · Undeposited Funds	693.45	709.00
Total Other Current Assets	<u>4,721.07</u>	<u>49,815.00</u>
Total Current Assets	<u>252,323.78</u>	<u>259,575.33</u>
TOTAL ASSETS	<u><u>252,323.78</u></u>	<u><u>259,575.33</u></u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	18,749.61	13,037.24
Total Accounts Payable	<u>18,749.61</u>	<u>13,037.24</u>
Other Current Liabilities		
2060 · Other Payables	0.00	534.88
2100 · Accrued Liabilities	5,260.00	11,710.00
2220 · GST Payable	1,238.16	1,351.76
2300 · Payroll Liabilities		
2310 · CPP Payable	212.54	257.60
2320 · EI Payable	105.34	124.99
2330 · Federal Tax Payable	1,150.56	1,462.99
2350 · Vacation Liability	2,879.51	3,292.63
Total 2300 · Payroll Liabilities	<u>4,347.95</u>	<u>5,138.21</u>

	<u>Nov 30, 07</u>	<u>Dec 31, 07</u>
2380 · WCB Payable	585.14	653.82
2500 · Card and Key Deposit		
2510 · Access Card Deposits	11,425.00	11,575.00
2520 · Door Key Deposit	6,750.00	6,775.00
2540 · Bike Room Key Deposit	2,600.00	2,625.00
2560 · Locker Room Key Deposit	550.00	550.00
Total 2500 · Card and Key Deposit	<u>21,325.00</u>	<u>21,525.00</u>
 Total Other Current Liabilities	 <u>32,756.25</u>	 <u>40,913.67</u>
 Total Current Liabilities	 51,505.86	 53,950.91
 Long Term Liabilities		
2700 · Contingency Fund		
2710 · Contingency Fund Contributions	271,322.85	274,972.23
2720 · Contingency Expenditures	-75,533.57	-75,533.57
Total 2700 · Contingency Fund	<u>195,789.28</u>	<u>199,438.66</u>
 2960 · 2007 Special Levy		
2961 · 2007 SL - Contribution	30,010.47	30,010.47
2962 · 2007 SL - Expenditures	-29,528.86	-29,528.86
2963 · 2007 SL - GST collected	132.76	132.76
2964 · 2007 SL - GST ITC (7.38%)	-117.58	-117.58
2965 · 2007 SL - Fine Interest	67.81	94.94
Total 2960 · 2007 Special Levy	<u>564.60</u>	<u>591.73</u>
 Total Long Term Liabilities	 <u>196,353.88</u>	 <u>200,030.39</u>
 Total Liabilities	 247,859.74	 253,981.30
 Equity		
2999 · Retained Earnings	-20,102.75	-20,102.75
Net Income	24,566.79	25,696.78
Total Equity	<u>4,464.04</u>	<u>5,594.03</u>
 TOTAL LIABILITIES & EQUITY	 <u>252,323.78</u>	 <u>259,575.33</u>

Strata Plan LMS 1000 op. Newport on Main
Profit & Loss Budget vs. Actual
YTD December 2007

	YTD Actual	YTD Budget	YTD Variance \$	YTD Variance %	Remaining Budget	Total Annual Budget	Remaining Budget as a % of Total Budget	Remaining Budget in terms of Months
Ordinary Income/Expense								
Income								
3100 · Maintenance Fees	401,431	401,432	-1	100%	80,287	481,719	17%	2
3200 · Late Fee Revenue	425	292	133	146%	-75	350	-21%	-3
3300 · Move In Fees	950	417	533	228%	-450	500	-90%	-11
3400 · Interest and other income Total	10,022	6,667	3,355	150%	-2,022	8,000	-25%	-3
Total Income	412,828	408,807	4,020	101%	77,741	490,569	16%	2
Expense								
1 6800 · Management Total	50,075	47,250	2,825	106%	6,625	56,700	12%	1
1 6900 · Janitorial Total	25,310	27,850	-2,540	91%	8,110	33,420	24%	3
1 7000 · Wages - Emergency Calls Total	850	2,000	-1,150	43%	1,550	2,400	65%	8
1 7100 · WCB	549	667	-118	82%	251	800	31%	4
Salaries & Benefits	76,784	77,767	-983	99%	16,536	93,320	18%	2
2E 4200 · Window Washing	1,000	1,000	0	100%	200	1,200	17%	2
2E 4700 · Landscaping	10,218	9,167	1,051	111%	782	11,000	7%	1
2E 5000 · Snow Removal	350	625	-275	56%	400	750	53%	6
Exterior Maintenance	11,568	10,792	776	107%	1,382	12,950	11%	1
2I 4300 · Amenities Room - Equipment	27	0	27	100%	-27	0	0%	0
2I 4400 · Elevator Maintenance Total	4,314	4,583	-270	94%	1,186	5,500	22%	3
2I 4500 · Fire System Repairs & Maint. Total	4,809	2,500	2,309	192%	-1,809	3,000	-60%	-7
2I 4600 · Garage Gates	4,593	3,333	1,259	138%	-593	4,000	-15%	-2
2I 5100 · Fire System Monitoring	616	708	-92	87%	234	850	28%	3
Interior Maintenance	14,358	11,125	3,233	129%	-1,007	13,350	-8%	-1
2O 4100 · Garbage Total	19,744	17,500	2,244	113%	1,256	21,000	6%	1
2O 4800 · General Repairs Total	29,651	45,834	-16,183	65%	25,349	55,000	46%	6
2O 4900 · Pest Control	1,797	2,083	-286	86%	703	2,500	28%	3
2O 5300 · Janitorial Supplies/Equipment	1,956	2,500	-544	78%	1,044	3,000	35%	4
Other Maintenance	53,149	67,917	-14,768	78%	28,351	81,500	35%	4
3 6500 · Accounting Fees & Programs	10,750	10,750	0	100%	2,150	12,900	17%	2
3 6600 · Audit	0	1,667	-1,667	0%	2,000	2,000	100%	12
3 6700 · Legal/Appraisals/Contracts Total	0	833	-833	0%	1,000	1,000	100%	12
Professional Fees	10,750	13,250	-2,500	81%	5,150	15,900	32%	4
4 5700 · Bank Charges	4	83	-80	5%	96	100	96%	12
4 6100 · Office Equipment and Supplies Total	2,002	2,500	-498	80%	998	3,000	33%	4
4 6200 · Postage / Copies	695	1,000	-305	70%	505	1,200	42%	5
4 6300 · Licences & Permits Total	1,125	1,250	-125	90%	375	1,500	25%	3
4 7500 · Miscellaneous	119	0	119	100%	-119	0	0%	0
4 7600 · Penalty & Interest	485	0	485	100%	-485	0	0%	0
4 7800 · Bad Debt	36	0	36	100%	-36	0	0%	0
Office & Miscellaneous	4,467	4,833	-366	92%	1,333	5,800	23%	3
5 5400 · Electricity	20,482	22,917	-2,435	89%	7,018	27,500	26%	3
5 5500 · Gas	58,140	61,600	-3,460	94%	15,780	73,920	21%	3
5 5600 · Water & Sewer	34,969	31,667	3,302	110%	3,031	38,000	8%	1
5 6400 · Office Communications Total	3,268	3,333	-65	98%	732	4,000	18%	2
Telephone & Utilities	116,859	119,517	-2,657	98%	26,561	143,420	19%	2
6 5900 · Insurance	36,280	36,280	0	100%	7,256	43,536	17%	2
Insurance & Property Taxes	36,280	36,280	0	100%	7,256	43,536	17%	2
7 7300 · Contingency Fund Expense	36,494	36,494	0	100%	7,299	43,793	17%	2
8 8500 · Building Envelope Maintenance	15,412	18,333	-2,921	84%	6,588	22,000	30%	4
9 9000 · GST ITC	11,011	12,500	-1,489	88%	3,989	15,000	27%	3
Total Expense	387,131	408,807	-21,676	95%	103,439	490,569	21%	3
Net Ordinary Income	25,697	0	25,697	100%	-25,697	0		
Net Surplus / (Deficit)	25,697	0	25,697	100%	-25,697	0		

THE NEWPORT
ON MAIN

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STRATA PLAN LMS 1000 SCHEDULE OF BYLAWS

Resolution Passed At the May2, 2002 AGM:

Be It Resolved as a Special Resolution of the Owners, Strata Plan LMS 1000 (the “Strata Corporation”) that:

all previously registered bylaws be repealed, and replaced with the enclosed bylaws. The new bylaws also replace the Schedule of Standard Bylaws in the *Strata Property Act*.

Duly Registered at Land Titles July 2, 2002 Registration Number BT233433

Bylaw Amendments also attached:

From May 26th, 2004 AGM registration number BW332404
registered at Land Titles on July 20, 2004.

From May 26th, 2005 AGM registration number BX007793 registered
at Land Titles on July 22, 2005.

From May 25th, 2006 AGM registration number BA010178 registered
at Land Titles on June 14th, 2006.

OWNERS ARE DIRECTED TO DISPOSE OF ANY PREVIOUS BYLAWS

(dated: June 2006)

THE NEWPORT

ON MAIN

SCHEDULE OF BYLAWS

COPY

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

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per year compounded monthly. If an owner fails to pay a special levy at the required time the strata corporation may charge interest at the rate of 2% per month compounded monthly for each month the special levy remains unpaid. All payments on account shall first be applied to such charges or fines and secondly to the assessment payment then due.
- (2) An NSF charge of \$25.00 will be charged to any owner who's payment to the strata corporation is not honoured by the owner's financial institution.

2. Purchase of strata lots

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

3. Renting/leasing of strata lots

- (1) An owner/landlord who rents a strata lot must:
 - (a) provide a signed (Form K) Notice of Tenant's Responsibilities to the strata manager complete with their tenant's name(s), and contact information upon tenancy of all or part of a strata lot; and
 - (b) provide a full copy of Division 1 through to and including Division 5 of the bylaws to the tenant(s) prior to the Form K being signed.
- (2) Tenants must abide by all bylaws of the strata corporation. Failure to do so will result in a fine being levied against the owner and/or the tenant of the strata lot. An infraction(s) of the bylaws by a tenant may result in the termination of the tenancy as provided for in section 138 of the *Strata Property Act* and in accordance with the provisions of the *Residential Tenancy Act*.

4. Move-in charge

- (1) Each time residents move their personal possessions into an owner's strata lot, a \$35.00 move-in fee will be charged by the strata corporation to the owner of the strata lot and will become due and payable on the first day of the month following the move.

5. Repair and maintenance of property by owner

- (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.

6. Use of property

- (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 injurious to the reputation of the development, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
 - (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*. All damage caused by an owner, tenant, occupant or visitor shall be repaired by the Strata Corporation and charged to the owner of the strata lot responsible for the damage.
 - (3) No animals, livestock, fish, fowl, reptile or pet of any kind shall be kept in any strata lot without the written approval of the Strata Corporation with the exception of:
 - (a) a reasonable number of fish in a small aquarium;
 - (b) up to 2 small caged birds, with a mature size not larger than a budgie;
- All owners must make pet requests in writing and present them in person to strata council. In order for a tenant to apply to the council for approval of a pet, the tenant must have the written permission of the owner/landlord of the strata lot involved.
- (4) An owner, tenant, occupant or visitor must ensure that all dogs are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean up of any pet excrement that occurs on common property.
 - (5) A pet shall not cause a nuisance to any resident.
 - (6) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
 - (7) No more than the following number of individuals may reside in the following strata lots at one time:
 - (a) 3 individuals in a one-bedroom strata lot;
 - (b) 6 individuals in a two-bedroom strata lot;
 - (c) 9 individuals in a three-bedroom strata lot.

An individual who stays in a strata lot for longer than one month will be considered to be a resident of the strata lot.

- (8) No owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance or the potential of an "All Perils" claim on the buildings or any part thereof. The storage of coal, combustible, flammable, or offensive material of any kind, is strictly prohibited. However, the residents of each strata lot may store a small supply of fuel in one well-maintained fuel tank for outdoor barbecues, as long as it is stored outdoors on a limited common patio, balcony or terrace. Any tank and barbecue must be kept, at all times, a minimum of two feet away from any building wall. Should any damage be caused to the wall assembly as a result of non-compliance of this bylaw, the owner of the strata lot in question will be held responsible for the cost of repair to the building.
- (9) No owner shall do anything or permit anything to be done on any strata lot or common property which is contrary to any law, statute, bylaw or regulation of any Federal, Provincial, Municipal or any other authority having jurisdiction.

6. Use of property con't

- (10) Smoking is strictly prohibited in all enclosed common areas including but not limited to hallways, lobbies, elevators, stairwells, underground parking, lockers, bike room and amenities room.
- (11) No laundry or washing shall be placed onto any part of a strata lot or the common property in such a way that it is visible from outside the strata lot.
- (12) An owner shall not allow the area around his strata lot to become untidy or unsanitary. Nothing except patio furniture, an outdoor barbecue and planters shall be placed on a patio, balcony or terrace.
- (13) If an owner fails to clean up the common property surrounding his strata lot after being advised by council to do so, the council shall be at liberty to order the removal of any rubbish and/or clean up the area and charge all expenses incurred in doing so to the owner.
- (14) Window coverings that are visible from outside a strata lot shall be well-maintained, white horizontal venetian blinds. Windows shall not be covered with sheets, blankets, flags, plastic, foil or other unauthorized materials.
- (15) No owner, tenant, occupant or visitor shall do anything on common property likely to damage the plants, bushes, flowers or lawns, and shall not place chairs, tables or other objects on the lawn so as to interfere with the cutting of lawns.
- (16) No owner shall permit any act to be done to alter or permit to be altered his lot in any manner which will alter the exterior appearance of the building, except "seasonal lights" wrapped around balcony railings only. Nail or hook punctures into any wall assembly or window/door or balcony trim are strictly prohibited. Should any damage be caused to the wall assembly as a result of non-compliance of this bylaw, the owner of the strata lot in question will be held responsible for the cost of repair to the building.
- (17) No sidewalks, walkways, passages or driveways shall be obstructed.
- (18) All owners, tenants, occupants and visitors must observe the rules governing the use of the amenities room and adjoining washroom facility. The rules for use must be followed and are clearly posted in the amenities room.
- (19) No owner, tenant, or occupant shall dispose of household refuse and garbage other than in containers provided by the strata corporation in the garbage room. Refuse must be securely wrapped to ensure garbage cannot leak or drip onto common area carpets during transport to the garbage room. Any materials other than ordinary household refuse and garbage shall be removed from the common property at the expense of or by the individual owner (eg: Christmas trees, old trunks, cast off building supplies, furniture, mattresses).
- (20) No spittle or refuse of any kind shall be thrown out of windows, doors or from balconies.
- (21) The only place bicycles may be stored in the complex is in the bike room. A bicycle is not allowed on any carpeted area of the complex. All owners, tenants, occupants and visitors must take due care not to soil the carpet when travelling through carpeted areas with a wheeled stroller, cart or wheelchair.
- (22) Each owner shall endeavour to conserve the plumbing system and the electrical system of the buildings and any damage to any of these systems caused by the wrongful act or neglect of any owner, tenant, occupant or visitor shall be repaired at the expense of such owner. No owner will permit a condition to exist within his lot which will result in wasting or excessive consumption of the domestic water supply.

7. Restrictions to altering a strata lot

- (1) An owner may not alter 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;

7. Restrictions to altering a strata lot con't

- (e) fences, railings or similar structures that enclose a patio, balcony, terrace 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) Should any damage be caused as a result of non-compliance of this bylaw, the owner of the strata lot in question will be held responsible for the cost of repair to the building/property/assets.

8. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
- (a) antennas, satellite dishes, supplementary heating system or air conditioning devices, awnings, enclosures, retaining walls, and canopies attached, placed or located on the outside of the building or the common property including but not limited to patios, balconies, terraces or yards;
 - (b) plumbing or electrical work within any bearing or party wall.
- (2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) No owner shall allow a window or door to be hard-wired for an alarm system. Alarm systems involving windows and/or doors must only be installed by companies that have been approved in writing by the council and in a manner approved by council.
- (4) Should any damage be caused as a result of non-compliance of this bylaw, the owner of the strata lot in question will be held responsible for the cost of repair to the building/property/assets.

9. Damage by an owner

- (1) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family of the owner's guests, employees, agents or tenants but only to the extent that such expenses are not met by the proceeds received by the strata corporation as insurance coverage.

In such circumstances and for the purpose of this bylaw, any insurance deductible paid or payable by the strata corporation as insurance shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and shall be charged to the owner and shall be added to and become part of the assessment of that owner for the month next following the date on which expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.

10. Permit entry to a strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act* or to ensure compliance with the *Strata Property Act*, the bylaws, and/or the rules of the strata corporation.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

11. Motor vehicles

- (1) All owners, tenants, occupants and visitors with motor vehicles, must abide by the restrictions provided regarding motor vehicles in these bylaws.

11. Motor vehicles con't

- (2) Only motorized and operational vehicles that are insured may be parked on the common property. Uninsured and/or non-operational motor vehicles will be removed at the owner's expense. If a vehicle is unlicensed, the owner of the vehicle must provide the council with proof of storage insurance.
- (3) Motor vehicles shall be parked in assigned parking spaces only.
- (4) Oversized motor vehicles are prohibited. An oversize motor vehicle is any motor vehicle that does not fit within the width of the parking space provided, or exceeds height restrictions, or interferes with traffic flow in the road or fire lanes, or impedes access to neighbouring motor vehicles.
- (5) Motor vehicles dripping excessive oil or motor fuels will be prohibited from parking on the common property and limited common property until repaired. Owners of motor vehicles causing oil staining shall, upon receipt of notification, clean up all drippings and failure to do so within seven (7) days from such notification will result in the clean up being performed by the strata corporation and the costs of such clean up being assessed against the strata lot.
- (6) Reasonable access must be maintained to every parking stall at all times.
- (7) No owner, tenant, occupant or visitor shall position a motor vehicle in such a manner as to impede access to any other motor vehicle.
- (8) No owner, tenant, occupant or visitor shall park a vehicle in the parking space of another owner without the prior consent of that owner.
- (9) No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property.
- (10) Parkade speed limits set by the council from time to time must be obeyed at all times.

12. Signs

- (1) No signs, including realtor signs, will be allowed to be placed in windows or exterior walls of any strata lot. An exception will be made for signs that have been approved by the returning officer of a Federal, Provincial or Municipal election.

Division 2: Commercial

13. Use of

- (1) The council reserves the right to refuse any commercial use should the council be of the opinion that such use may compromise the safety and/or security of the structure or the residents of Newport on Main. All requests for commercial space use must be submitted to the council in writing and must be approved by the council in advance of the business operating.
- (2) No retail/wholesale food or beverage service will be allowed to operate out of any strata lot under any circumstances.
- (3) Installation of storefront signage for all retail strata lots is strictly prohibited without the written approval of the strata corporation. All retail owners must make signage requests in writing and present them in person to council.

Division 3: Enforcement of Bylaws and Rules

14. Maximum fine

- (1) Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of up to \$200 for each contravention of a bylaw.

15. Continuing contravention

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 4: Voluntary Dispute Resolution

16. Voluntary dispute resolution

- 1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to the strata council by a party to the dispute if
 - (a) the dispute is presented in writing to the strata council
 - (b) the dispute involves the *Act*, the regulations, the bylaws or the rules.
- (2) The strata council and management must attempt to help the disputing parties to voluntarily end the dispute.
- (3) When necessary the strata council may enact a new ruling where a dispute resolution affects the strata corporation as a whole, which will then be ratified by the owners at the next general meeting.

Division 5: Legal

17. Small Claims

- (1) Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to continue with the action, negotiate a settlement or discontinue or dismiss the action.

18. Severability

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms "resident" or "residents" refer to those individuals residing in the building, whether as owners, tenants or other occupants.

Division 6: Powers and Duties of Strata Corporation

19. Repair and maintenance of property by strata corporation

- (1) 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, patios, balconies, terraces and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies, terraces 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, patios, balconies, terraces and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies, terraces and yards.

Division 7: Council

20. Council size and membership

- (1) The council must have at least 3 and not more than 7 members.
- (2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

21. Council members' terms

- (1) As a self-managed corporation and to ensure continuity, all council members must be elected for a period of no less than 2 years with 1/2 the council being elected on alternate years.
- (2) The term of office of a council member ends at the end of the annual general meeting at which time the new council is elected.
- (3) A person whose term as council member is ending is eligible for re-election.

22. Removing council member

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

23. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

24. Officers

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

25. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

26. Requisition of council hearing

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

27. Quorum of council

- (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.

28. Council meetings

- (1) At the first meeting of a council term, all new council members will be given a set of strata keys and a copy of the current Strata Property Act. At the Annual General Meeting all council members whose term of office has ended, must return the keys and the Strata Property Act to the new council.
- (2) 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.
- (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (4) Owners may attend council meetings as observers.
- (5) 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.

29. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) 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.

30. Council to inform owners of minutes

- (1) The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

31. Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.

31. Delegation of council's powers and duties con't

- (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.

32. Spending restrictions

- (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.

33. Limitation on liability of council member

- (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 8: Annual and Special General Meetings

34. Quorum

- (1) One fifth of the persons entitled to vote that are present in person or by proxy constitute a quorum.
- (2) If within a half hour from the time appointed for a general meeting a quorum is not reached, then the owners entitled to vote, that are present, will constitute a quorum.

35. Person to chair meeting

- (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.

36. Participation by other than eligible voters

- (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.

37. Voting

- (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) 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 unless the majority of owners vote for a poll vote.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

38. Order of business

- (1) 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.

COPY

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS 1000..... (the registration number of the strata plan) certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on MAY 2/2002..... [month day, year]*:

[wording of bylaw amendment].

John Darwin
.....
Signature of Council Member

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

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

Strata Property Act

FORM 1 AMENDMENT TO BYLAWS


(Section 128)

The Owners, Strata Plan LMS 1000 (the registration number of the strata plan) certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on May 26, 2004 (month, day)*:

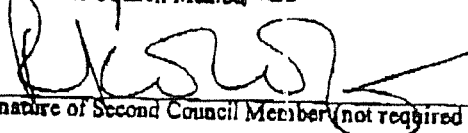
LMS 1000 Schedule of Bylaws Division 3 – Council

22a Accountability

No active Strata Council member may be employed or contracted by the Strata Corporation in any capacity, unless the contract or transaction is ratified by a resolution passed by a ¾ vote at an annual or special meeting.



Signature of Council Member



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

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

20 JUL 2004 12 08

BW332404

REGISTRAR
LAND TITLE OFFICE
Suite 300 - 88 - 6TH STREET
NEW WESTMINSTER, BC V3L 5B3

99 04/07/20 12:04:53 01 LM 556065
DOC FILE \$21.50

COPY

SURVEY 1991

Strata Property Act

FORM 1 AMENDMENT TO BYLAWS


(Section 128)

The Owners, Strata Plan LMS 1000 (the registration number of the strata plan) certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on May 26, 2004 (month, day)*:

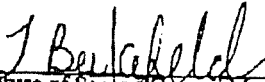
LMS 1000 Schedule of Bylaws under Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Obtain approval before altering a strata lot

5.1 (h) Each owner must submit a written proposal to the Strata Council prior to the alteration of flooring in a strata lot, including the replacement of carpet with any other flooring surface including laminate, hard wood, tile or cork. The proposal must include a description of what soundproofing measures will be taken during the installation process. Each owner must obtain the written approval of Council for his or her flooring alteration proposal. Approved flooring must be installed in accordance with industry standard soundproofing practices. Old carpet must be removed from the property and not discarded in the garbage room.



Signature of Council Member



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

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

20 JUL 2004 12 08

BW332404

REGISTRAR
LAND TITLE OFFICE
Suite 300 - 88 - 6TH STREET
NEW WESTMINSTER, BC V3L 5B3

99 04/07/20 12:04:53 01 LH 556065
DOC FILE \$21.50

COPY

1271
SURVEY 1271

Strata Property Act

FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS 1000 (the registration number of the strata plan) certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on May 26, 2005 (month, day, year)*

LMS 1000 Schedule of Bylaws under Division 1

1. Payment of Strata fees

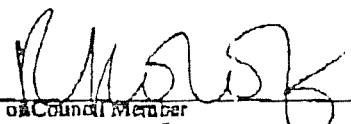
(1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually. If an owner fails to pay a special levy at the required time the strata corporation may charge interest at the rate of 2% per month compounded monthly for each month the special levy remains unpaid. All payments on account shall first be applied to such charges or fines and secondly to the assessment payment then due.

LMS 1000 Schedule of Bylaws under Division 4


23. Maximum Fines

Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of up to

- (a) \$200 for each contravention of a bylaw, and
- (b) 10% interest per annum on late maintenance fees, and
- (c) 2% interest per month on late special assessment fees.



Signature of Council Member



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

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

22 JUL 2005 14 31

BX007793

COPY

REGISTRAR
LAND TITLE OFFICE
Suite 300 - 88 - 6TH STREET
NEW WESTMINSTER, BC V3L 5B3

99 05/07/22 14:29:39 05 LH 637825
DOC FILE \$21.50

Strata Property Act

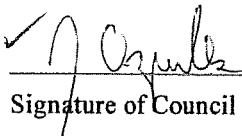
**FORM I
AMENDMENT TO BYLAWS
(Section 128)**

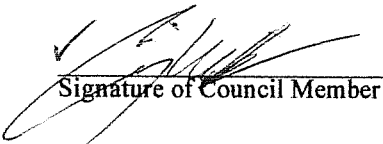
The Owners, Strata Plan LMS 1000 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **May 25th, 2006.***

LMS 1000 Schedule of Bylaws under Division 1: Duties of Owners, Tenants, Occupants and Visitors

4. Residential Move-In / Move-Out User Fee

- (1) Pursuant to Section 110 of the *Strata Property Act* and Regulation 6.9 to the *Strata Property Act* a User Fee in the amount of \$50.00 must be paid to the Strata Corporation for the use of the Common Property elevator and/or stairways for the movement of furnishings and/or more than 10 boxes or other containers within a 24 hour period. It is the responsibility of the Owner of the Strata Lot to which or from which the furnishings, boxes or containers are being moved to pay the User Fee, in advance.

 _____, Jason Azuela
 Signature of Council Member (Print)

 _____, Craig Williamson
 Signature of Council Member (Print)

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



Date of disclosure: February 28/08
The following is a statement made by the seller concerning the property or strata unit located at:

DRESS/STRATA UNIT #: 103 225 East 19th Avenue Vancouver, B.C. V5V1J3

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should state "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so used, in writing, by the seller and the buyer. "Unit" is defined as the living space, including limited common property, being purchased. "Common property" includes buildings or spaces accessible to all owners "Property" is defined as the land on which the unit and Common Property is constructed.

THE SELLERS SHOULD INITIAL THE APPROPRIATE REPLIES

GENERAL:

	YES	NO	DO NOT KNOW	DOES NOT APPLY
1. Is the Property connected to a public sanitary sewer system?	CB			
2. Is the Property connected to a public water system?	CB			
3. Is the Property connected to a private or a community water system?		CB		
(i) If yes, are you aware of any problems with the private or community water system?				CB
4. Is the Property serviced by a private well?		CB		
(i) If yes are you aware of any problems with the private well?				CB
5. Are you aware of any underground oil storage tank(s) on the Property?		CB		
6. Is the Property serviced by a septic system/lagoon?		CB		
(i) If yes, are you aware of any problems with the septic system/lagoon?		CB		CB
(ii) If the system was installed after May 31 2005, are maintenance records available?				CB
7. (i) Has this unit been previously occupied?	CB			
(ii) Are you the "owner developer" under the Strata Property Act?		CB		
8. Nature of Interest/Ownership				
Freehold Undivided <input checked="" type="checkbox"/>				
Time Share Bare Land <input type="checkbox"/>				
Leasehold Cooperative <input type="checkbox"/>				
Management Company <u>Self Managed</u>				
Name of Manager <u>Bill Miller</u> Telephone <u>604 877 1383</u>				
Address <u>420, 3480 Main Street, Vancouver, BC, V5U 3N2</u>				
Strata Council President's Name <u>Elizabeth Brett</u> Telephone <u>604-451-6047</u>				
Strata Council Secretary Treasurer <u>Leanne Wall</u> Telephone <u>604-689-3260</u>				
9. Are the following documents available?				
Bylaws <input type="checkbox"/>				
Rules/Regulations <input type="checkbox"/>				
Year-to-date Financial Statements <input type="checkbox"/>				
Current Year's Operating Budget <input type="checkbox"/>				
All minutes of last 24 months including Council, Special and AGM Minutes <input type="checkbox"/>				
Engineer's Report and/or Building Envelope Analysis <input type="checkbox"/>				
10. What is the monthly strata fee per month? \$ <u>217.38</u>				
11. Does this include:	YES	NO	DO NOT KNOW	DOES NOT APPLY
Management?	CB			
Heat?		CB		
Hot Water?	CB	CB		
Gas Fireplace?	CB			
Garbage?	CB			
Sewer?	CB			
Recreation?				CB
Cable?				CB
Gardening? <u>General grounds</u>	CB			
Caretaker?	CB			
Water?	CB			
Other?				CB
12. (i) Number of unit Parking Stalls <u>1</u> included and specific numbers <u>162</u>				
(ii) Are these (a) Limited Common Property? <input checked="" type="checkbox"/> (b) Rented? <input type="checkbox"/> (c) Assigned by strata Corporation? <input type="checkbox"/>				
13. Storage Locker? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Number(s) _____ Is there additional common storage? _____				
14. Does the Unit have any equipment leases or service contracts; i.e., security systems, water purification, etc?				CB
15. Are you aware of any pet restrictions? <u>Subject to council approval - small pets OK</u>	CB			
16. Are you aware of any rental restrictions?				CB
17. Are you aware of any age restriction?				CB
18. Are you aware of any other restrictions? If so, provide details on Page 2, Section 3 Additional Comments.				CB
19. Are you aware of any special assessment(s)-voted on or proposed? (i) For how much? <u>See Additional Comments</u>	CB			
20. Have you paid any special assessment(s) in the past 5 years? (i) For how much? <u>" " "</u>	CB			
21. Are you aware of any current or pending local improvement levies/charges?				CB

CB INITIALS

ADDRESS/STRATA UNIT #: 103 225 East 19th Avenue Vancouver, B.C. V5V1J3 PAGE 2 of 2 PAGES

1. GENERAL: continued

Table with 4 columns: Question, YES, NO, DO NOT KNOW, DOES NOT APPLY. Rows include questions X, Y, Z, and AA regarding local levies, litigation, construction, and insurance.

2. STRUCTURAL: (Respecting the unit and common property.)

Table with 4 columns: Question, YES, NO, DO NOT KNOW, DOES NOT APPLY. Rows include questions A through L regarding building inspections, permits, structural problems, heating/AC, damage, infestation, leakage, electrical/plumbing, and marijuana use.

3. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary).

Handwritten text: Aware of special assessments? Yes. 2005 hot/cold main re-piping, lobby tiles, hallway carpeting, hallway painting and lights. Total cost for entire complex was \$419,844. My cost was \$2,273.53. Other assessment was for the fitness room update. Total cost for complex was \$20,000. My cost was \$162.46.

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ INFORMATION ON THE REVERSE SIDE OF THIS FORM

SELLER(S) [Signature]

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____ The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries. The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an inspection service of the buyer's choice.

The buyer acknowledges that all measurements are approximate. The buyer should obtain a strata plan drawing from the Land Title Office or retain a professional home measuring service if the buyer is concerned about the size.

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the strata unit or property.

09


CONDOMINIUM ACT

UNIT No.	LOT No.	SHEET No.	FORM 1	FORM 2	FORM 3
			SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	
			UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	
	1	6	1160	186	1
	2	6	1154	186	1
	3	6	873	163	1
	4	6	864	165	1
	5	7	948	165	1
	6	7	870	163	1
	7	7	856	163	1
	8	7	866	163	1
	9	7	771	154	1
	10	7	853	156	1
	11	7	712	130	1
	12	7	943	173	1
	13	7	943	173	1
	14	7	742	133	1
	15	7	695	130	1
	16	7	944	173	1
	17	7	943	173	1
	18	7	735	133	1
	19	7	870	156	1
	20	7	777	154	1
	21	7	871	163	1
	22	7	857	163	1
	23	7	880	163	1
	24	7	906	163	1
	25	8	948	167	1
	26	8	870	155	1
	27	8	856	165	1
	28	8	866	165	1
	29	8	771	156	1
	30	8	853	158	1
	31	8	711	133	1
	32	8	961	175	1
	33	8	961	175	1
	34	8	759	136	1
	35	8	713	133	1
	36	8	963	175	1
	37	8	962	175	1
	38	8	856	168	1
	39	8	777	158	1
	40	8	871	165	1
	41	8	857	165	1
	42	8	879	165	1
	43	8	906	165	1
	44	9	948	175	1
	45	9	776	146	1
	46	9	763	146	1
	47	9	774	146	1
	48	9	751	160	1
	49	9	1049	235	1
	50	9	961	180	1
	51	9	961	180	1
	52	9	759	140	1
	53	9	713	138	1
	54	9	963	180	1
	55	9	962	180	1
	56	9	856	175	1
	57	9	758	160	1
	58	9	777	146	1
	59	9	763	146	1
	60	9	783	146	1
	61	9	906	175	1
	62	10	773	153	1
	63	10	743	135	1
	64	10	862	162	1
	65	10	865	162	1
	66	10	743	135	1
	67	10	774	151	1
	68	10	1002	181	1
	69	10	969	175	1
	70	10	969	175	1
	71	10	1002	181	1
	72	10	773	145	1
	73	10	743	129	1
	74	10	862	153	1

sd

CONDOMINIUM ACT

UNIT No.	LOT No.	SHEET No.	FORM 1	FORM 2	FORM 3
			SCHEDULE OF UNIT ENLIGHTENMENT UPON UNIT ENLIGHTENMENT	SCHEDULE OF AMOUNT UPON DESTRUCTION	
75	10	10	865	153	1
76	10	10	743	129	1
77	10	10	774	150	1
78	10	10	774	150	1
79	10	10	945	175	1
80	10	10	929	175	1
81	10	10	945	175	1
82	10	10	773	145	1
83	11	11	773	151	1
84	11	11	743	135	1
85	11	11	867	182	1
86	11	11	865	162	1
87	11	11	743	135	1
88	11	11	774	153	1
89	11	11	774	153	1
90	11	11	945	178	1
91	11	11	929	178	1
92	11	11	945	178	1
93	11	11	773	151	1
94	11	11	886	171	1
95	11	11	908	181	1
96	11	11	904	181	1
97	11	11	886	175	1
98	11	11	886	173	1
99	11	11	978	189	1
100	11	11	978	189	1
101	11	11	886	173	1
102	12	12	773	153	1
103	12	12	743	135	1
104	12	12	862	182	1
105	12	12	865	182	1
106	12	12	743	135	1
107	12	12	774	151	1
108	12	12	1002	181	1
109	12	12	988	175	1
110	12	12	988	175	1
111	12	12	1002	181	1
112	12	12	773	145	1
113	12	12	743	129	1
114	12	12	862	153	1
115	12	12	865	153	1
116	12	12	743	129	1
117	12	12	774	150	1
118	12	12	774	150	1
119	12	12	945	175	1
120	12	12	829	175	1
121	12	12	945	175	1
122	12	12	773	145	1
123	13	13	773	151	1
124	13	13	743	135	1
125	13	13	862	162	1
126	13	13	885	162	1
127	13	13	743	135	1
128	13	13	774	153	1
129	13	13	774	153	1
130	13	13	945	178	1
131	13	13	929	178	1
132	13	13	945	178	1
133	13	13	773	151	1
134	13	13	886	171	1
135	13	13	908	181	1
136	13	13	904	181	1
137	13	13	886	175	1
138	13	13	886	173	1
139	13	13	978	189	1
140	13	13	978	189	1
141	13	13	886	175	1
142	14	14	983	120	1
143	14	14	983	120	1
144	14	14	1063	200	1
145	14	14	1063	200	1
146	14	14	1129	213	1
147	14	14	1129	213	1
148	15	15	1129	213	1


 AUG 31, 1993
 FILE: 92-1691

CONDOMINIUM ACT

UNIT No	LOT No	SHEET No.	FORM 1	FORM 2	FORM 3
			SCHEDULE OF UNIT ENFORCEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	INTEREST UPON DESTRUCTION
	149	15	1129	213	1
	150	15	593	120	1
	151	15	593	120	1
	152	5	1083	200	1
	153	15	1083	200	1
	154	6	943	299	1
	155	6	826	240	1
	156	6	952	284	1
	157	6	952	265	1
	158	6	975	265	1
	159	6	737	223	1
	160	6	758	228	1
	161	6	1073	276	1
	162	6	1034	246	1
	163	6	685	204	1
	164	6	1644	464	1
AGGREGATE			142,747	27,904	164

MORTGAGEE
NORTH AMERICAN TRUST COMPANY

Olivia Juma
AUTHORIZED SIGNATORY OLIVIA JUMA
Susan Ryan
AUTHORIZED SIGNATORY SUSAN RYAN
Sarah Orr
WITNESS SARAH ORR
Secretary
OCCUPATION OF WITNESS

#809-1021 HURWOOD ST. VANCOUVER
ADDRESS OF WITNESS BC. V6E 3N3

OWNER:
ARAGON (NEWPORT)
DEVELOPMENT CORPORATION
(INCORPORATION NO. 432250)

[Signature]
AUTHORIZED SIGNATORY LENDY MOY
[Signature]
AUTHORIZED SIGNATORY
Robert D'Arith Lawyer
WITNESS
880-620 W. 4th Ave. V.1
OCCUPATION OF WITNESS
Vancouver, B.C.
ADDRESS OF WITNESS

MORTGAGEE
BARCLAYS BANK OF CANADA

[Signature]
AUTHORIZED SIGNATORY CAROL MARRAS
AUTHORIZED SIGNATORY
[Signature]
WITNESS ROONEY BRICKER
[Signature]
OCCUPATION OF WITNESS
1180-999 W. HASTINGS ST.
VANCOUVER B.C. V6C 2W2
ADDRESS OF WITNESS

I, THE UNDERSIGNED DO SOLEMNLY DECLARE THAT
1) I, THE UNDERSIGNED AM THE DULY AUTHORIZED AGENT OF THE OWNER - DEVELOPER
2) THE STRATA PLAN IS FOR RESIDENTIAL AND COMMERCIAL USE
I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE AND KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH

[Signature] LENDY MOY
DEPARED BEFORE ME AT VANCOUVER B.C.
THIS 7 DAY OF SEPTEMBER 1993

A COMMISSIONER FOR TAKING AFFIDAVITS WITHIN THE PROVINCE OF BRITISH COLUMBIA
ROBERT S. D'ARITH

ACCEPTED AS TO FORMS 1, 2, AND 3
THIS 7 DAY OF SEPTEMBER 1993

[Signature]
SUPERINTENDENT OF REAL ESTATE

I, DYCK OF LANGLEY, B.C. A BRITISH COLUMBIA LAND SURVEYOR HEREBY CERTIFY THAT THE BUILDING SHOWN IN THIS STRATA PLAN WAS NOT AS OF THE 31st DAY OF AUGUST 1993 BEEN PREVIOUSLY OCCUPIED

DATED AT SURREY, B.C.
THIS 31st DAY OF AUGUST 1993

[Signature]
B.C.L.S.

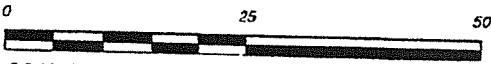
AUG. 31, 1993
FILE 02-1691

STRATA PLAN OF LOT G,
BLOCK 72, DISTRICT LOT 301, N.W.D.
PLAN 11593

STRATA PLAN LMS1000

BG 325617 -

CITY OF VANCOUVER



SCALE 1 : 500 DISTANCES ARE METRIC

DEPOSITED AND REGISTERED IN THE LAND
TITLE OFFICE AT NEW WESTMINSTER B.C.
THIS 9 DAY OF SEPT. 1993.

D. J. Dyck
DEPUTY REGISTRAR

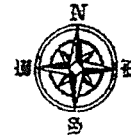
LEGEND

- SL DENOTES STRATA LOT
- A DENOTES AREA
- T DENOTES TOTAL
- PT. DENOTES PART
- m² DENOTES SQUARE METRES
- ⊙ DENOTES COMMON PROPERTY
- LCP DENOTES LIMITED COMMON PROPERTY
- LCR DENOTES LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF SL 1 TO 153 INCLUSIVE
- Ⓟ DENOTES PART BEING LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF ADJOINING STRATA LOT
- Ⓢ DENOTES BALCONY BEING LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF ADJOINING STRATA LOT
- Ⓣ DENOTES TERRACE BEING LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF ADJOINING STRATA LOT
- DENOTES OLD IRON POST FOUND
- DENOTES OLD LEAD PLUG FOUND
- ⊕ DENOTES OLD CONCRETE MONUMENT FOUND

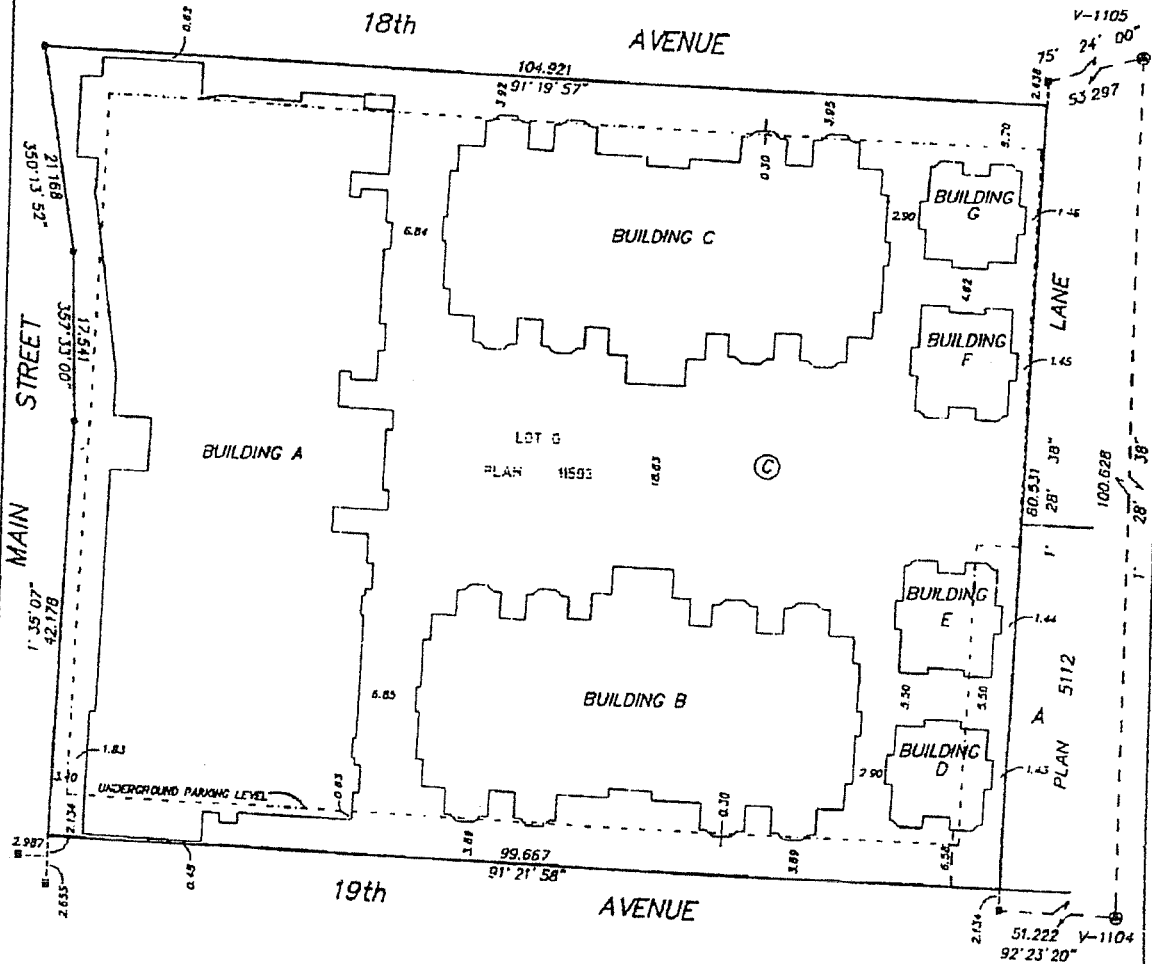
GRID BEARINGS ARE DERIVED FROM MONUMENTS V-1104 AND V-1105

CIVIC ADDRESS :

3400 - 3498 - MAIN STREET
225, 235, 245 EAST 19 AVE.
228, 238, 248 EAST 18 AVE.
VANCOUVER, B. C.



NOTE:
FOR BUILDING DIMENSIONS
SEE SHEETS 8,10,12,14 AND 15



THE ADDRESS FOR SERVICE OF DOCUMENTS
OF THE STRATA CORPORATION IS -
THE OWNERS, STRATA PLAN LMS 1000.

c/o 15th FLOOR - 650 WEST GEORGIA ST
VANCOUVER, B. C.
V6B 4N8

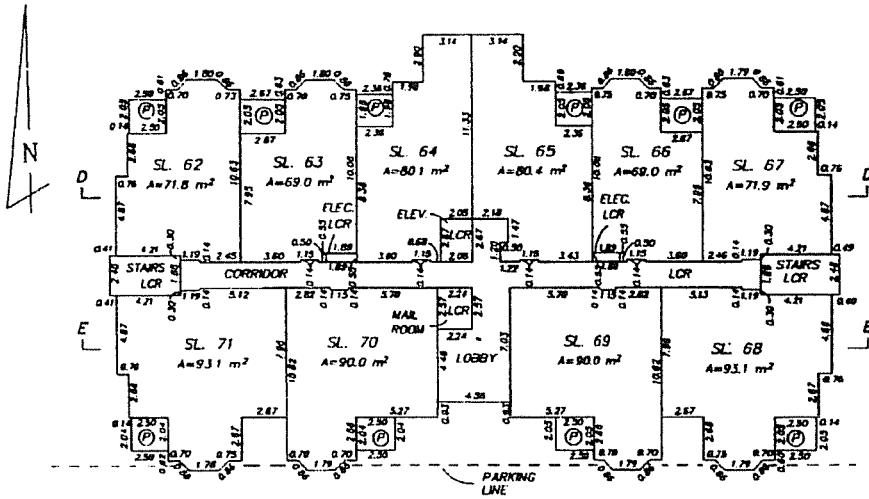
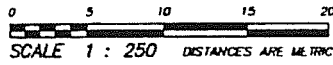
I D.J.DYCK OF LANGLEY, B.C. A BRITISH
COLUMBIA LAND SURVEYOR HEREBY CERTIFY
THAT THE BUILDINGS ERECTED ON THE PARCEL
DESCRIBED ABOVE ARE WHOLLY WITHIN THE
EXTERNAL BOUNDARIES OF THAT PARCEL.

DATED AT SURREY, B.C.
THIS 31 DAY OF AUG 1993

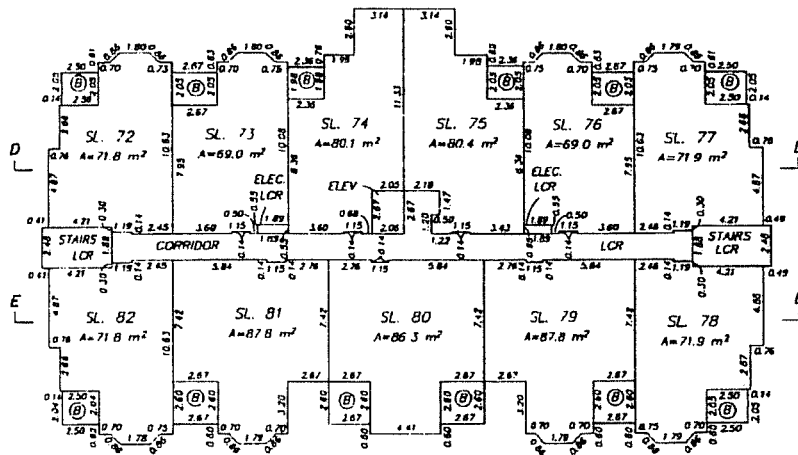
D. J. Dyck

B.C.L.S.

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594-7527
FAX: 92-1691



FIRST FLOOR



SECOND FLOOR

SL
AUG. 31, 1993
P.N.E. 92-1691

