

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



**Property Management Specialists**  
6<sup>th</sup> Floor – 1190 Hornby Street,  
Vancouver, B.C. V6Z 2K5  
Phone: (604) 684-4508  
Fax: (604) 684-1956  
[www.ranchovan.com](http://www.ranchovan.com)

April 14, 2015

**Owner(s) of “The Mark”**  
1372 Seymour Street  
Vancouver, BC V6B 0L1

Dear Owner(s):

**Re: 2015/2016 Strata Fee Schedule for Strata Corporation EPS1231**

Please find enclosed the minutes of the recent Annual General Meeting held on Tuesday, March 31<sup>st</sup>, 2015, and the approved strata fee schedule. **Note:** There is a **4.69% increase** in the overall strata fees, retroactive to **March 1<sup>st</sup>, 2015**.

The suggested method of paying your strata fees is the Pre-Authorized Debit Plan, whereby we can debit your account with your monthly strata fees. If you would like to take advantage of this convenient way to pay your strata fees, please complete and return the enclosed form to our office.

**Important Note:** For those Owners already on the Pre-Authorized Debit Plan (P.A.D.), you do not have to submit the form again. Your strata fees will continue to be withdrawn from your account. On May 1<sup>st</sup>, 2015, there will be an adjustment to the amount that is withdrawn from your account for the difference between the 2014 strata fees and the approved 2015 strata fees, for the months of March and April 2015.

If you are paying your strata fees by way of cheques, please ensure to send a series of cheques to cover the 2015 strata fees and another cheque to account for the increase retroactive to March 1<sup>st</sup>, 2015.

**myRanchoStrata**

*Through myRanchoStrata, Owners have the capability to view strata-related documents online (e.g. minutes, bylaws) as well as to book their moves and their building's amenities. Likewise, Tenants can book their moves and building amenities through RService.*

*We encourage everyone to register for these complimentary services. To register for myRanchoStrata, please visit <http://www.ranchovan.com/myRanchoStrata.cfm>.*

If you have any questions with regards to the above and/or enclosed, please do not hesitate to contact our Accounts Receivable Department (Direct Line 604-331-4252/Email [ar@ranchogroup.com](mailto:ar@ranchogroup.com)) or the undersigned.

Yours truly,  
**RANCHO MANAGEMENT SERVICES (B.C.) LTD.**  
Agent for the Owners  
Per:

Joseph Tsang  
Senior Strata Agent  
Direct Line: (604) 331-4253  
Email: [josephtsang@ranchogroup.com](mailto:josephtsang@ranchogroup.com)

JT/ll

Encls.

**STRATA CORPORATION EPS1231  
“THE MARK”  
1372 SEYMOUR STREET  
VANCOUVER, BC**

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**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF STRATA PLAN EPS1231, “THE MARK”, HELD IN THE 2<sup>ND</sup> FLOOR LOUNGE AT 1372 SEYMOUR STREET, VANCOUVER, BC ON TUESDAY, MARCH 31<sup>ST</sup>, 2015 AT 6:30 P.M.**

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**IN ATTENDANCE**

96 Owners were represented either in person or by proxy as per the registration sheet.

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

Joseph Tsang, Senior Strata Agent

Emilie Le, Strata Agent

**GUESTS**

Jeff Meyers, Insurance Broker, Central Agencies Ltd.

1. **CALL TO ORDER**

The meeting was called to order at 6:30 p.m.

2. **CALLING OF THE ROLL AND CERTIFICATION OF PROXIES**

At 6:30 p.m., a quorum was not present. The meeting was adjourned and reconvened at 7:00 p.m. as per section 48 (3) of the *Strata Property Act*.

The meeting was then officially called to order at 7:00 p.m. by Joseph Tsang, the Senior Strata Agent. Mr. Tsang then took the opportunity to welcome the Owners to the meeting and introductions were made. Owners were informed that Mr. Tsang has been asked by the Strata Council to co-chair the meeting and that should there be any objection from the floor he will step aside. There being none, Mr. Tsang subsequently proceeded with the business at hand.

3. **PROOF OF NOTICE**

In accordance with the provision of the *Strata Property Act*, Owners must be notified at least fourteen (14) days in advance of holding either a Special General Meeting (SGM) or an Annual General Meeting (AGM). Owners were advised that the notice of tonight's Annual General Meeting was mailed out to the Owners back on March 13<sup>th</sup>, 2015, giving the Owners eighteen (18) days advance notice. It was **MOVED, SECONDED, and CARRIED** that the notice of the Meeting dated March 13<sup>th</sup>, 2015 be deemed in compliance with the notice provision of the *Strata Property Act*.

4. **APPROVAL OF PREVIOUS MEETING MINUTES**

The Owners were advised that a copy of the minutes from last year’s Annual General Meeting held on February 24<sup>th</sup>, 2014 was enclosed with the notice of meeting for Owners’ review and approval.

There being no errors or omissions, it was **MOVED, SECONDED, and CARRIED** to adopt the minutes of the Annual General Meeting of February 24<sup>th</sup>, 2014, as circulated.

5. **PRESIDENT’S REPORT**

Ms. Cecilia Li provided Owners with a brief summary of activities transpired during the 2014/2015 fiscal period. They are:

- **Security improvement:** Installed additional FOB reader to various exit doors, cameras in amenities as well as in the elevator cabs, and red & green light indicator by the 2<sup>nd</sup> gate. The function of the red & green light indicator is to signal Residents that the party behind them is a Resident of the Mark if the light turns green as measure to deter unauthorized entry.
- **Resident Manual:** Crafting a handy manual delineating pertinent items such as use of amenities, key contacts, do’s and don’ts, etc., to assist Residents’ with familiarizing with The Mark’s community.
- **Landscaping:** Administered garden plots and engaged in landscaping improvements.
- **Building Deficiencies:** Compiled a list of common area deficiencies and conducted a walk-through with the Developer and 3<sup>rd</sup> party warranty provider to ensure that all warrantable items are documented for corrective action.
- **Financial:** Oversee the Strata’s finances by reviewing all invoices, obtain competitive quotes, and maintain all costs at its minimal.
- **Bylaws:** Compiled a list of bylaws for better governance of The Mark for Owners’ consideration.

Ms. Li concluded that the first fiscal period was productive and Council had dedicated valuable time to ensure that The Mark is operating with a healthy finance and to maintain its branding as an upscale building. She extended her thanks to all Council Members for their effort and contribution for the past fiscal year.

6. **FINANCIAL REPORT**

Owners were informed that the year-end financial statements for the period ended February 28<sup>th</sup>, 2015 were enclosed with the notice of the meeting for the Owners’ perusal. Mr. Lakhpinder, Treasurer, informed Owners that all expenditures are aligned with the exception of hydro costs which are higher than anticipated and Council has been taking measure to reduce energy cost such as closing off the swimming pool and hot tub from November 1<sup>st</sup> to April 30<sup>th</sup>. Considering The Mark was operated at its first year with no history of past actuals, the Strata Corporation was managed to end the fiscal period with an operating surplus of \$951 which is being proposed as ¾ Vote Resolution “A” to be transferred into the contingency reserve fund.

A motion was made and the floor was opened for discussion. An Owner inquired about the waste management cost being high. This Owner was told that this is based on the number of units in the

6. **FINANCIAL REPORT CONT'D**

building and cost incurred to have the odd items removed due to some Residents improperly disposed of odd items into the compactor, i.e. stroller, electronics, etc. Owners were informed that Strata has a 50/50 revenue share bin in place for recyclable beverages bottles/cans which generated approximately \$1,200 in the last year and will also be placing a construction bin in the building for a few days in order Residents can dispose of their unwanted household items. An Owner inquired as to why Strata do not engaged in having in-house Concierge to save cost. This Owner was told that Council has put that into account but factors such staff relief coverage, liability and WCB expenses would consider not an economically approach.

There being no further discussion, it was then **MOVED, SECONDED**, and **CARRIED** unanimously to approve the year-end financial statements as presented.

**Resolution “A”:**

A motion was made and Resolution “A” was put to vote. It was **MOVED, SECONDED**, and **CARRIED** unanimously to approve the transferring of \$951 into the contingency fund as presented.

7. **INSURANCE REPORT**

Owners were informed that the insurance certificate from BFL Canada was enclosed with the notice of the meeting of March 13<sup>th</sup>, 2015 for the Owners’ perusal as required by the *Strata Property Act*. The building is currently being insured for \$94,852,000 as per the most recent appraisal dated October 16<sup>th</sup> 2014. The policy also includes \$10M for general liability and \$2M for director and officer liability. The various deductibles were reviewed with the Owners being told that the current water damage deductible (\$10,000) is considered low based on industry standards and that the policy also covers earthquake and flood. Owners were reminded to check their own home insurance policy to ensure that there are no gaps or overlaps in coverage; and that they are insured for any improvements to the suite done by themselves, and to ensure they have coverage up to the Strata’s water damage deductible in the event they are held responsible for paying the water damage deductible.

**Owners were reminded that the Strata’s policy only covers the original fixtures installed in the Strata Lots by the Developer (i.e. hardwood floor installed by the Developer are covered by the Strata’s insurance policy, but hardwood floors installed by the unit Owners after the time of purchase are not covered by the Strata’s insurance policy and are considered improvements). The Strata Corporation’s policy does not cover individual contents (i.e. clothing, furniture, decorative art, etc.). Owners should carry their own “Tenant package” insurance for such coverage, including coverage for alternative accommodations should their suite be uninhabitable due to repairs being performed as a result of unforeseen damages. Owners are strongly encouraged to consult with their own home insurance company to determine if they have the appropriate coverage as conveyed by Jeff Meyers, insurance agent of The Co-operators, who was invited to attend the meeting and address any concerns pertaining to in-suite insurance revolving contents, deductibles, etc.**

8. **PROPOSED OPERATING BUDGET FOR 2015/2016**

Owners were informed that the 2015/2016 proposed operating budget calls for an increase of 4.69% in the overall strata fees to reflect market value and with a 10% contribution to the contingency reserve

8. **PROPOSED OPERATING BUDGET FOR 2015/2016 CONT'D**

fund. The Strata Agent conducted a cursory review of the proposed expenditures allocation which attributed to the proposed increase, namely: hydro expense as the first year was based on estimation as there was no past consumption history, thus, the increase is to reflect the actual cost of last year's consumption and to also account for potential hydro increase rates; dryer vent cleaning, since Strata did not have one done in the last year; and window cleaning since the Developer will only shoulder the 1<sup>st</sup> window cleaning which is scheduled for some time in spring and Strata will schedule another cleaning in fall.

A motion was made and the floor was opened for discussion. General questions were raised pertaining to AGM & SGM expense, recreational R&M, HVAC R&M and they were addressed. A question was also raised regarding the daycare facility as to whether or not The Mark is responsible for their utilities cost. Owners were advised that there is an easement filed at the Land Title Office allocating the shared costs such as lights in the parkade and common grounds between Strata and the daycare facility. Furthermore, the daycare facility has its own hydro and water meters. Another Owner inquired about the system in place when Strata engage in service and maintenance contracts. This Owner was advised that Council screens all of the quotes and generally obtain at least three (3) competitive quotes before awarding the work to the contractor, especially, any expense that exceeds \$2,000.

Following a short discussion, the proposed operating budget was put to a vote and it was **MOVED**, **SECONDED**, and **CARRIED**, unanimously, to approve the 2015/2016 fiscal period operating budget as presented. The approved budget assumes a **4.69% increase** in the overall strata fees, **retroactive to March 1<sup>st</sup>, 2015**.

9. **¾ VOTE RESOLUTIONS**

The Owners were reminded that a ¾ Vote Resolution will require the support of at least 75% of the Owners represented at the Meeting in order to carry the resolution. With 96 Owners represented at tonight's meeting, assuming that all Owners vote, at least 72 Owners must vote in favour in order to pass the ¾ Vote Resolution (assuming no abstentions).

a) **Resolution “B”:**

As per section 94 of the *Strata Property Act* a depreciation report must be commissioned and obtained unless exempted by a ¾ Vote Resolution by the Owners at an annual or special general meeting. The depreciation report is a legislative planning requirement for the Strata Corporations in British Columbia which is used to budget long term capital projects. Owners were told that the building is still new and under warranty as well as all necessary building related maintenance are being performed diligently and do not foresee any capital expenditures in the near future. Additionally, the Strata Corporation is continuously contributing to the contingency fund and that the Strata Corporation is at a healthy financial status.

After a brief discussion, it was **MOVED**, **SECONDED**, and **CARRIED** unanimously to opt out of obtaining the depreciation report. The commissioning of the depreciation shall be revisited at the next Annual General Meeting for the Owners' consideration.

9. **¾ VOTE RESOLUTIONS CONT'D**

b) **Resolution “C”:**

The Owners were informed that in order to amend the existing bylaws, it will require at least 75% of the Owners represented at the Meeting to vote in favour of the resolution. The Senior Strata Agent explained to the Owners that the best way to approve Resolution “C” is to take out any proposed bylaws that Owners wish to discuss separately and approve those bylaws with no discussion as one separate package.

A motion was made to approve those proposed bylaws as presented with no amendment. They are:

**Bylaws**      *1(2) and (3);  
5 (1) (a to i inclusive), (2), (4), (6 to 10 inclusive);  
33 (a) and (b);  
34 (1), (2), (3), (5), (7), (8), (10 to 16 inclusive);  
36 (1), (2), (4) to (7) inclusive, and (9);  
37 (1) and (2);  
38 (1) to (4) inclusive, (6), and (7);  
39 (2), (3), and (4);  
40 (1), (4), (5), (7), (8), (9), and (11);  
41 (1), (4) to (8) inclusive; and  
42 (1).*

It was **MOVED, SECONDED**, and **CARRIED** unanimously to adopt the above proposed bylaws as presented.

A motion was made and the floor was opened for discussion and the remaining proposed bylaws were voted on as follow:

**Bylaw 3, subsection (4) (d) (i)** was **CARRIED** unanimously as amended, to read:

*one dog and one cat or two dogs or two cats;*

**Bylaw 3, subsection (4) (d) (ii)** was **CARRIED** unanimously to be removed.

**Bylaw 4, subsection (4) (f)** was **CARRIED** unanimously as presented, which reads:

all pets are prohibited from the 9<sup>th</sup> floor outdoor amenity area (BBQ, spa, pool, etc.)

**Bylaw 4, subsections (4) (g)** was **CARRIED** unanimously to be removed.

9. **¾ VOTE RESOLUTIONS CONT'D**

b) **Resolution “C” Cont’d:**

**Bylaw 5, subsection (3)** was **CARRIED** unanimously as amended:

*An owner intending to apply to the strata corporation for permission to perform or authorize an alteration shall submit, in writing, detailed plans, specifications and a written description of this intended work.*

*A conditional approval of work may be granted, subject to all necessary government approvals and permits being obtained and copies thereof provided to the Strata Corporation.*

**Bylaw 5, subsection (5)** was **CARRIED** unanimously as amended:

*If approval is granted for an alteration, work shall commence within thirty (30) days after approval and be completed within ninety (90) days after approval or prior approval is obtained from the Strata Council.*

**Bylaw 5, subsection (11)** was **CARRIED** unanimously as presented:

**Bylaw 23, subsections (1) and (2)** was **CARRIED** unanimously as presented.

**Bylaw 34, subsection (4)** was **CARRIED** unanimously as amended:

*Smoking is prohibited on all Common Property including elevators, lobbies, hallways, Common Facilities of the Building. Alcohol consumption is also prohibited in all aforementioned Common Property with the exception of: 2<sup>nd</sup> Floor Lounge, 3<sup>rd</sup> Floor Media Room, 9<sup>th</sup> Floor Dining Hall and the 9<sup>th</sup> Floor Outdoor Pool and BBQ Area. Please note that glassware, i.e., wine glasses are not permitted in the designated pool area.*

**Bylaw 34, subsection (6)** was **CARRIED** with the following result  
(91 in favour, 5 opposed, 0 abstention) as amended:

*Freshly cut Christmas trees are prohibited without approval of the Strata Council. Outdoor Christmas lights are permitted after November 15<sup>th</sup> and before February 1st.*

**Bylaw 34, subsection (9)** was **CARRIED** unanimously as amended:

*No one shall play, use skateboards, use rollerblades/skates in the underground parking, common entrances, traffic circles or in front of any automatic gate.*

**Bylaw 35, subsections (1) and (2)** was **CARRIED** unanimously as presented.

**Bylaw 36, subsection (3)** was **CARRIED** unanimously as presented.

**Bylaw 36, subsection (8)** was **CARRIED** as presented (92 in favour, 4 opposed, 0 abstention)

9. **¾ VOTE RESOLUTIONS CONT'D**

b) **Resolution “C” Cont’d:**

**Bylaw 38, subsection (5) was CARRIED** as presented (95 in favour, 1 opposed, 0 abstention)

**Bylaw 39, subsection (1) was CARRIED** as presented (95 in favour, 1 opposed, 0 abstention)

**Bylaw 39, subsection (5) was DELETED**

**Bylaw 39, subsection (6) was DELETED**

**Bylaw 40, subsection (2) was CARRIED** unanimously as amended:

*Owner(s) shall not lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident at “The Mark”.*

(Note: the Owners of strata lot 269 requested that they be exempted from this bylaw.)

**Bylaw 40, subsection (3) was DELETED**

**Bylaw 40, subsection (10) was CARRIED** unanimously as presented.

**Bylaw 40, subsection (12) was CARRIED** unanimously as presented.

**Bylaw 40, subsection (13) was DELETED**

**Bylaw 41, subsection (2) was CARRIED** unanimously as amended:

*A Resident shall not admit any person to the Building unless the person is known to them.*

**Bylaw 41, subsection (3) was DELETED**

The full set of amended bylaws is appended as Schedule “A” to these minutes for Owners’ reference.

10. **ELECTION OF THE 2015/2016 STRATA COUNCIL MEMBERS**

Joseph Tsang, Senior Strata Agent, took the opportunity to thank the retiring Council Members for their contribution during the past fiscal period and was acknowledged with a round of applause.

Owners were informed that in accordance with the provision *Strata Property Act* you must be a registered Owner in order to serve on the Strata Council. The floor was then opened up for volunteers or nomination to serve on the 2015/2016 Strata Council. The following Owners were subsequently elected to serve on Strata Council by acclamation serve as 2015/2016 Strata Council:



10. **ELECTION OF THE 2015/2016 STRATA COUNCIL MEMBERS CONT'D**

- *Erin Emery*
- *Thodoris Kefalas*
- *Lakhpinder Takhar*
- *Cecilia Li*
- *Dario Duran*
- *Brent Belsher*
- *Rowland Johnson*

11. **NEW BUSINESS**

Various discussions were held pertaining to use of the amenity facilities, garbage disposal, gym noise, garden plots allocation, creation of the Kids Zone, and air conditioning. Owners were informed that the amenities are available to all Residents living in the building and will only be restricted when there is a private function booked. The hot tub and swimming pool will be opened all year round as mandated by the General Membership. Garden plots were initially assigned by way of first come first serve and follow by a waiting list protocol. The Kids Zone was created as the flex room was not in use and this would added a value feature to the building considering The Mark has various facilities in place and none to accommodate family with children. The chiller is anticipated to be up and running by the end the week with the Developer diligently working on a solution to resolve the issue surrounding the operating of the chiller permanently. A suggestion was made to install more convex mirrors in the parkade, and install a fob reader on the 3<sup>rd</sup> floor door leading to strata lots 16, 17, and 18. Owners were then informed to email all their concerns and/or inquiries to the Strata Agent and Council will review and discuss them at their scheduled meeting.

12. **NEXT MEETING**

The next meeting will be a Strata Council Meeting, tentatively scheduled for **Tuesday, May 19<sup>th</sup>, 2015 at 6:00 p.m., on the 9<sup>th</sup> floor meeting room at 1372 Seymour Street, Vancouver, BC.**

13. **TERMINATION**

There being no other business to discuss, it was **MOVED, SECONDED, and CARRIED** to terminate the Meeting at 9:45 p.m.

Respectfully Submitted,



Joseph Tsang, Senior Strata Agent  
Rancho Management Services (B.C.) Ltd.  
Agent of Strata Plan EPS1231  
6<sup>th</sup> Floor-1190 Hornby Street, Vancouver, BC, V6Z 2K5  
Phone: (604) 684-4508 (**24 HOUR EMERGENCY SERVICES**)  
Direct Line: (604) 331-4253  
Email: [josephtsang@ranchogroup.com](mailto:josephtsang@ranchogroup.com)

### INSURANCE

Please be reminded that the Strata's policy only covers the original fixtures installed in the Strata lot by the Developer (i.e. hardwood floors installed by the Developers are covered by the Strata's insurance policy, but hardwood floors installed by an Owner after the time of purchase are not covered by the Strata's insurance policy). As per the Act, Owners are required to have insurance for their contents, improvements and betterments, liability, and insurance deductible. Owners should consult an insurance agent to ensure that they have proper coverage.

## **Schedule “A”**

### **to AGM Minutes of Strata Plan EPS1231 held on March 31<sup>st</sup>, 2015**

The following amendments, additions or deletions to the Strata Corporation’s bylaws were approved by a  $\frac{3}{4}$  vote of the owners which also reflect the additional changes that are set out under item 9 of the AGM minutes.

**1. By adding the following subsections:**

- (2) Monies received from owners will first be applied against any outstanding fines, late penalties, or other charges, which are defined as charges resulting from Bylaw infractions, and secondly to strata fees or special levies due.
- (3) Each Owner shall give the Corporation or its Property Manager either (a) twelve (12) consecutive monthly post-dated cheques for Strata Fees for the fiscal year of the Corporation, dated as of the first day of each month, or (b) written authorization for monthly automatic debits from the Owner’s bank account for any Strata Fees and special levies. The failure of an Owner to comply with this section will result in fines of 10% interest per annum being assessed.

**3. Repealing and replacing Bylaw (4) (d) with the following:**

- (4) (d) (i) one dog and one cat or two dogs or two cats;

**4. By adding the following subsections:**

- (4) (f) all pets are prohibited from the 9<sup>th</sup> floor outdoor amenity area (BBQ, spa, pool, etc.)

**5. Repealing and replacing Bylaw 5 with the following:**

- (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.
  - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses; or
  - (i) limited common property, including balconies, decks, roof decks and garden and landscaped areas.

- (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 and to indemnify (and provide for indemnity by all future owners of the strata lot) and hold harmless the strata corporation for any damage to common property, limited common property, other strata lots and for future costs concerning the alteration.
- (3) An owner intending to apply to the strata corporation for permission to perform or authorize an alteration shall submit, in writing, detailed plans, specifications and a written description of this intended work. A conditional approval of work may be granted, subject to all necessary government approvals and permits being obtained and copies thereof provided to the strata corporation.
- (4) Any structural alterations require a report by a structural engineer along with drawings of the changes. The costs of such report shall be borne by the owner. For purposes of this bylaw, “Structural Alterations” means changes, additions or deletions to walls, ceilings, floors, windows or doors that adjoin load bearing or party walls of a strata lot or structural modifications of the building, common property or limited common property. Any alterations to wiring, plumbing, piping or other services shall comply with all building codes and shall not affect another strata lot or common property. Installation of any hard floor covering (wood, tile or other) must be on top of an underlayment to prevent sound transmission. The underlayment must have a STC (Sound Transmission Class) rating of greater than 71 in the case of cork and greater than 71 (with a IIC of greater than 71) if “silent step” is used. Proof of purchase and the STC and IIC ratings must be furnished to the property manager and council before installation.
- (5) If approval is granted for an alteration, work shall commence within thirty (30) days after approval and be completed within ninety (90) days after approval or prior approval is obtained from the Strata Council.
- (6) All alterations shall be of a class and quality consistent with the initial construction of and within the strata lot, shall be done according to all applicable codes and regulations and the owner shall furnish the strata corporation with copies of all permits issued for the alterations.
- (7) All work shall be performed only during the following days and hours: Monday through Saturday from 9:00 a.m. to 5:00 p.m. and never on Sunday or statutory holidays.
- (8) Except for the passage of workers without tools, equipment, supplies or materials, the coming and going of all workers, contractors and employees of the owner, the use of common property for transportation or passage of tools, equipment, supplies or materials and the use of building elevators, loading docks, passageways and other areas shall be under the supervision and control of the resident or building manager by advance appointment and at the expense of the owner.
- (9) The owner of the strata lot shall be responsible for any damage to or soiling of the common property, building, elevators, passageways or other areas caused by the work, workers, contractors or employees of the owner. Accordingly, before the start of any work on the alterations, the building manager will conduct a “walk through” of all such areas with the owner to determine the condition of those areas. After completion of the alterations, the

building manager will similarly conduct a “walk through” of all such areas with the owner to determine if any damage or soiling was caused by the work or alterations. In case of any damage or soiling, the owner shall reimburse the reasonable cost of repairs or cleaning within ten (10) days after receiving a billing therefor from the strata corporation. Those persons or entities performing the alterations shall take all due care and preventive measures (including barricades, temporary walls, floor mats or other coverings and regular cleaning) to protect the finishes and components of the building, common areas and limited common areas. No undue use or overloading of facilities, equipment or the structure of the building is permitted. All construction materials (including paints and other residue) shall be disposed of in containers provided by the owner and not in the garbage, piping or other facilities of the building belonging to Strata Corporation.

- (10) The owner of the strata lot shall not suffer or permit any liens or charges against the building, Strata Corporation or strata lot because of any work, labour, services or materials supplied or claimed to have been supplied to the owner or strata lot. Consequently, the owner shall indemnify, protect and defend the strata corporation against any such liens and from any other liability, claims, damages, expenses (including reasonable legal fees), judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work or the supply of such services, unless caused by the negligent or willful act or omission of the strata corporation. The owner shall carry all liability and other insurance as may be prudent to insure against any damages or claims. An owner shall require any contractor or subcontractor performing work, labour, services or materials to any strata lot or limited common property to carry proper WCB insurance. An owner shall promptly resolve to settle any condition that causes a labour or work action (such as a strike or picketing) at the building.
- (11) The building manager or member(s) of the council may from time to time, after reasonable notice to the owner, inspect the work or alterations in the strata lot for compliance with this section. If deemed reasonably appropriate by the strata corporation, it may require the professional inspection and certification of any alterations at the owner’s expense.

**23. Repealing and replacing Bylaw 23 with the following:**

- (1) Except where specifically stated to be otherwise in these Bylaws, the Corporation may fine a Resident or Owner \$200.00 for each contravention of a bylaw, \$500.00 for each contravention of a rental restriction in these Bylaws and \$50.00 for each contravention of the Rules or such different amount set forth in the Act, Rules or Regulations.
- (2) The Council shall, if it determines in its discretion that a Resident is in repeated contravention of any Bylaws or the Rules, levy additional fines and the fines so levied shall be due and payable with the Strata Fees for the Strata Lot in the next month following such contravention.

**33. Adding this Bylaw as subsection 33:**

**33. Quorum for adjourned meeting**

Despite anything in the Act, if a quorum is not present within ½ hour from the time appointed for an annual or special general meeting,

- (a) if the meeting was convened by requisition of owners, the meeting is terminated;
- (b) in any other case, the meeting stands adjourned for a further ½ hour from the time appointed and, if within ½ hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy will constitute a quorum.

**34. Adding this new Bylaw as subsection 34:**

**34. Hazards and Insurance**

- (1) No one shall place anything in the stairwells/fire escapes or on Common Property.
- (2) No one shall throw or permit to fall out of any window or other part of a Strata Lot or Common Property, including Limited Common Property, any materials or substances, especially burning materials such as cigarettes or matches.
- (3) No one shall obstruct sidewalks, walkways, passages or driveways of the Common Property or use them for any purpose other than ingress or egress from Strata Lots and parking areas.
- (4) Smoking is prohibited on all Common Property including elevators, lobbies, hallways, Common Facilities of the Building. Alcohol consumption is also prohibited in all aforementioned Common Property with the exception of: 2nd Floor Lounge, 3rd Floor Media Room, 9th Floor Dining Hall and the 9th Floor Outdoor Pool and BBQ Area. Please note that glassware, i.e., wine glasses are not permitted in the designated pool area
- (5) An Owner is responsible for any damage to Common Property, including Limited Common Property, or to any Strata Lot caused by a waterbed, appliance or fixture in their Strata Lot.
- (6) Freshly cut Christmas trees are prohibited without approval of the Strata Council. Outdoor Christmas lights are permitted after November 15th and before February 1st.
- (7) No one shall do anything that will cause a safety hazard to the Building or Residents, including interfering with proper closure of fire doors by adjusting the door closure, by blocking doors open or by encumbering the hallways, landings or stairways with anything.
- (8) No one shall store, use or dispose of any toxic, explosive, combustible, offensive or hazardous materials (not used for normal household purposes) in any Strata Lot, Locker, Common Property, Limited Common Property or in Common Facilities, including on pipes and garbage rooms. Materials that could give off flammable vapours, such as gasoline, solvents, paints (industrial) and the like shall not be stored in a Strata Lot or parking garage. This section does not include a small supply of fuel for gas barbecues.
- (9) No one shall play, use skateboards, use rollerblades/skates in the underground parking, common entrances, traffic circles or in front of any automatic gate.
- (10) No one shall bring or keep firearms or ammunition in a Strata Lot or on Common Property including Limited Common without prior written approval of Council.

- (11) Everyone shall endeavour to protect the Strata Lots and Common Property from all hazards and shall not do any act or thing or fail or neglect to do any act or thing that would or could present a hazard to a Strata Lot, the Common Property including Limited Common Property or persons.
- (12) Everyone shall endeavour to prevent the escape of any explosive, combustible, flammable or noxious fumes material from a Strata Lot.
- (13) No one shall do anything that might increase the risk of explosion, fire, water or other damage or which may increase the rate of fire insurance premiums on the Building, Common Property, Limited Common Property, or Common Facilities in the Building.
- (14) Everyone shall endeavour to conserve the plumbing and electrical systems of the Building. Any damage or blockage to these systems caused by the wrongful act or neglect of a Resident or Visitor shall be repaired at the expense of the Owner. No Resident shall permit a condition to exist within a Strata Lot that will result in the wasting or excessive consumption of domestic water or heating water.
- (15) The Corporation shall insure against major perils, as set out in the Act, including, without limitation, earthquakes.
- (16) (1) An Owner is responsible for loss or damage to any strata lot, the common property, limited common property, or common assets.
  - a) If that damage originates within that owner’s strata lot, including water egress from the owner’s strata lot or the failure of the owner’s plumbing fixtures;
  - b) If that damage results from that owner’s negligence or an act of that owner, or the negligence or action of any invitee, guest, occupant or individual present in the strata lot or on the common property (including limited common property) at the invitation, leisure, or acquiescence of the owner.
- (16) (2) An Owner shall repay to the Strata Corporation:
  - a) All amounts paid out by the Strata Corporation to assess, repair, rebuild, clean, or remove all or part of any strata lot, common property, limited common property, or common assets if said property or asset is damaged and the owner is responsible for that damage, and
  - b) All amounts paid out by the Strata Corporation in the form of deductibles for insurance claims the Strata Corporation makes in order to assess, remediate, repair, rebuild, clean, or remove all or part of any strata lot, common property, limited common property, or common assets if said property or asset is damaged and the owner is responsible for that damage.

- (16) (3) An owner must purchase comprehensive personal liability insurance or comprehensive homeowner insurance (or a combination thereof):
- a) Of at least \$1,000,000.00 for each strata lot that the owner owns in the corporation;
  - b) That must insure the owner against:
    - i) Damage to any strata lot, the common property, limited common property, or common assets for which the owner is responsible, and
    - ii) Claims by the Strata Corporation for compensation arising from the payment of an insurance deductible to the Strata Corporation’s insurance. Specifically (but not exclusively), the insurance must insure against a claim by the Strata Corporation further to section 158(2) of the Strata Property Act as amended from time to time, and
  - c) For the duration of the owner’s tenure as an owner, and the owner must not allow the insurance to expire or remain un-renewed.
- (16) (4) An owner must demonstrate to the Strata Corporation proof of the insurance required as aforesaid by providing a copy of the policy to the strata council:
- a) Upon the purchase of a strata lot;
  - b) Upon renewal of the policy, and
  - c) Upon the reasonable request of the strata council.

**35. Adding this new Bylaw as subsection 35:**

**35. Rental of Strata Lots**

- (1) Before possession of a Strata Lot by a Tenant, an Owner shall deliver to the Tenant the current Bylaws and Rules and a Notice of Tenant’s Responsibilities in Form K.
- (2) Within two weeks after renting a Strata Lot, the Owner shall give the Corporation a copy of the Form K - Notice of Tenant’s Responsibilities signed by the Tenant, according to section 146 of the Act.

**36. Adding this new Bylaw as subsection 36:**

**36. Moves**

- (1) An appointment for moving in/out shall be made with the Concierge (minimum 24 hours advance notice is required) for the convenience of all Residents.
- (2) Whenever possible, a minimum of two (2) weeks’ advance notice shall be given to the Concierge about any Move in or out.



- (3) Moves are restricted to the following:

**Mondays to Fridays and Weekends** (change subject to Council’s approval)

8:00 a.m. to 11:00 a.m.  
11:00 a.m. to 2:00 p.m.,  
2:00 p.m. to 5:00 p.m., and

except by special arrangement with the Concierge.

- (4) A moving party shall obtain full instructions for the operation of a Move from the Concierge.
- (5) A moving party shall ensure that elevator floor mats and wall pads are installed by the Concierge prior to a move to protect the elevator floors and walls.
- (6) A moving party shall keep all lobby doors closed and locked when unattended.
- (7) An Owner is responsible for all Moves in or out of their Strata Lot including the cost to repair any damage to Common Property resulting from a Move. Any damage occurring because of a Move, will be assessed by the Property Manager and the moving party and will be charged to the Owner. The Concierge will conduct a pre and post Move inspection.
- (8) Excluding the townhouses a non-refundable fee of \$200 shall be paid to the Corporation before a move in or a move out can proceed (Note: Furnished suites to pay \$100 for each move in and move out and must be verified by the Concierge staff.) The Concierge will disarm the entrance door alarm and lock out an elevator. On completion of a Move and inspection of Common Property, the security system will be re-armed.
- (9) All Moves in or out of Strata Lots shall be through the back alley entrance door except by special arrangement with the concierge.

**37. Adding this new Bylaw as subsection 37:**

**37. Actions by the Corporation**

- (1) The Corporation may proceed, without further authorization by the Owners, to recover from an Owner or other person, by an action in Small Claims or Supreme Court, any money owing to the Corporation for any reason.
- (2) The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or another person, by an action in debt in Small Claims Court, money owing in the amount up to \$10,000 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.

**38. Adding this new Bylaw as subsection 38:**

**38. Exterior Appearance**

- (1) An Owner shall repair and maintain their Strata Lot, except for repairs and maintenance that are the responsibility of the Corporation under these Bylaws.
- (2) An Owner who has the use of Limited Common Property shall repair and maintain it, except for repairs and maintenance that are the responsibility of the Corporation under these Bylaws.
- (3) A Resident shall not apply any metallicized or reflective coatings on glass windows or doors.
- (4) A Resident shall not install, hang, erect or attach to the exterior of a Strata Lot or on or in any Balcony or Patio any radio or television antenna or similar structure or appurtenance without the advance written approval of the Council.
- (5) A Resident shall not hang or display from any window, Balcony, Patio or other part of a Strata Lot, Common Property or Limited Common Property any sign, laundry, washing, clothing, bedding or other articles so that the same are visible from outside the Building.
- (6) A Resident shall not install window coverings visible from outside the Building that detract from the conformity of the Building. Window coverings visible from outside the Building shall be white to ivory.
- (7) A Resident shall not alter the exterior appearance of the Building by adding any wood, iron work or concrete or paint any of them.

**39. Adding this new Bylaw as subsection 39:**

**39. Balconies and Patios**

- (1) Every Owner is responsible for the cleaning, good appearance and repair of Limited Common Property Balconies and Patios for the use of their Strata Lot. An Owner shall keep drains clear and contact Council if problems exist. Towels, blankets, rugs, sleeping bags and the like and/or laundry may never be hung over balcony railings or on lines or apparatus located on Balconies or Patios.
- (2) A Resident may not erect or install over or outside any window or Balcony or Patio door, visible from the exterior of the Building, any awning or shade, window or Balcony or Patio guards, screens or enclosures, ventilators, air conditioning devices or supplementary heating, except those installations approved in writing by Council.
- (3) A Resident shall not attach anything to the Strata Lot, Limited Common Property, railings or Common Property without the prior, written consent of Council. This includes planters, satellite dishes, antennas and any other communications equipment. A Resident wishing to do so shall submit designs or plans to Council detailing the materials to be used.

- (4) A Resident shall not use Balconies or Patios for storage. Only plants, patio, furniture, and propane and electric BBQ are allowed.

**40. Adding this new Bylaw as subsection 40:**

**40. Resident Vehicles and Parking**

- (1) A Resident shall use the parking garage or stall specifically assigned to the Strata Lot for vehicle parking, save and except private arrangements by Owner(s) with other Owner(s) or Resident(s) for parking garage(s) or stall(s) assigned to such Owner.
- (2) Owner(s) shall not lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident at “The Mark”.
- (3) Vehicles, found in unallocated spaces will be removed immediately, without notice, at the vehicle owner’s expense.
- (4) No one shall park under any circumstances on interior roadways or driveways. Any vehicle parked in a prohibited area will be removed, without notice, at the vehicle owner’s expense.
- (5) No one shall use the common parking areas for storage of any kind.
- (6) No one shall make major repairs or adjustments to a vehicle on Common Property or in parking garages.
- (7) 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.
- (8) No one shall park or store an unlicensed or uninsured vehicle or non-operational vehicle on Common Property, including garages. Vehicles not bearing current licence plates or displaying a valid certificate of storage insurance (with a minimum of \$1,000,000.00 liability) will be towed away, without notice, at the vehicle owner’s expense.
- (9) A Resident who finds an unauthorized vehicle parked in their assigned parking garage or blocking ingress or egress to the same shall contact the Concierge to have the vehicle removed, without notice, which removal will be at the expense of the vehicle owner’s expense.
- (10) No one shall drive faster than 10 km/h on Common Property.

**41. Adding this new Bylaw as subsection 41:**

**41. Building Security**

- (1) A Resident or Visitor shall not leave open or unlocked any inside or outside entrance doors or exterior fire exit doors.

- (2) A Resident shall not admit any person to the Building unless the person is known to them.
- (3) A Resident shall report to the Concierge or the police any suspicious person(s) in or around the Building.
- (4) All keys to locks on Common Property are Common Property and will be made and issued only with the authority of Council.
- (5) Additional/replacement infrared control units (IRC’s) may be obtained by an Owner of a Strata Lot. IRC’s will be issued by the Concierge with the authority of Council at a cost to be determined from time to time by Council. All lost or stolen IRC’s and common area keys shall be reported to the Corporation immediately. There is no penalty, but the Owner shall pay the cost of replacement. The Council may annually conduct an “audit” of all IRC’s to determine their ownership.
- (6) No leafleting or soliciting is permitted on the Common Property, including Limited Common Property under any circumstances.
- (7) A Resident shall wait for the underground parking gates to close fully before driving away.

**42. Adding this new Bylaw:**

**42. In Suite Heat Pump Maintenance**

- (1) Strata may annually arrange a competitively priced service arrangement with a qualified vendor for the inspection and servicing of the in-suite heat pumps(s). All Owners are required to have their in suite heat pumps inspected and serviced, as needed, by a qualified mechanical contractor once a year as a preventative measure to prevent any leaks. Owners must be prepared to provide Strata Council with proof of inspection/service upon request.

**THE MARK**  
**Strata Plan EPS1231**  
**APPROVED 2015/2016 STRATA FEE SCHEDULE**  
*Effective March 1<sup>st</sup>, 2015*

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
555 Pacific Street	1	143	\$ 525.72	\$ 55.06	\$ 580.78
565 Pacific Street	2	108	\$ 397.05	\$ 41.58	\$ 438.63
1394 Seymour Street	3	109	\$ 400.72	\$ 41.97	\$ 442.69
1390 Seymour Street	4	99	\$ 363.96	\$ 38.12	\$ 402.08
1386 Seymour Street	5	102	\$ 374.99	\$ 39.27	\$ 414.26
1382 Seymour Street	6	105	\$ 386.02	\$ 40.43	\$ 426.45
1378 Seymour Street	7	110	\$ 404.40	\$ 42.35	\$ 446.76
301	8	66	\$ 242.64	\$ 25.41	\$ 268.05
302	9	56	\$ 205.88	\$ 21.56	\$ 227.44
303	10	52	\$ 191.17	\$ 20.02	\$ 211.19
305	11	74	\$ 272.05	\$ 28.49	\$ 300.54
306	12	57	\$ 209.55	\$ 21.95	\$ 231.50
307	13	57	\$ 209.55	\$ 21.95	\$ 231.50
308	14	57	\$ 209.55	\$ 21.95	\$ 231.50
309	15	57	\$ 209.55	\$ 21.95	\$ 231.50
310	16	54	\$ 198.52	\$ 20.79	\$ 219.32
311	17	54	\$ 198.52	\$ 20.79	\$ 219.32
312	18	66	\$ 242.64	\$ 25.41	\$ 268.05
501	19	66	\$ 242.64	\$ 25.41	\$ 268.05
502	20	56	\$ 205.88	\$ 21.56	\$ 227.44
503	21	52	\$ 191.17	\$ 20.02	\$ 211.19
505	22	74	\$ 272.05	\$ 28.49	\$ 300.54
506	23	57	\$ 209.55	\$ 21.95	\$ 231.50
507	24	57	\$ 209.55	\$ 21.95	\$ 231.50
508	25	57	\$ 209.55	\$ 21.95	\$ 231.50
509	26	57	\$ 209.55	\$ 21.95	\$ 231.50
510	27	47	\$ 172.79	\$ 18.10	\$ 190.89
511	28	51	\$ 187.49	\$ 19.64	\$ 207.13
512	29	57	\$ 209.55	\$ 21.95	\$ 231.50
513	30	60	\$ 220.58	\$ 23.10	\$ 243.68
515	31	54	\$ 198.52	\$ 20.79	\$ 219.32
516	32	54	\$ 198.52	\$ 20.79	\$ 219.32
517	33	54	\$ 198.52	\$ 20.79	\$ 219.32
518	34	66	\$ 242.64	\$ 25.41	\$ 268.05
519	35	75	\$ 275.73	\$ 28.88	\$ 304.61
520	36	71	\$ 261.02	\$ 27.34	\$ 288.36
601	37	102	\$ 374.99	\$ 39.27	\$ 414.26
602	38	74	\$ 272.05	\$ 28.49	\$ 300.54
603	39	57	\$ 209.55	\$ 21.95	\$ 231.50
605	40	57	\$ 209.55	\$ 21.95	\$ 231.50
606	41	57	\$ 209.55	\$ 21.95	\$ 231.50
607	42	57	\$ 209.55	\$ 21.95	\$ 231.50
608	43	47	\$ 172.79	\$ 18.10	\$ 190.89
609	44	56	\$ 205.88	\$ 21.56	\$ 227.44
610	45	62	\$ 227.94	\$ 23.87	\$ 251.81
611	46	60	\$ 220.58	\$ 23.10	\$ 243.68
612	47	54	\$ 198.52	\$ 20.79	\$ 219.32
613	48	54	\$ 198.52	\$ 20.79	\$ 219.32
615	49	54	\$ 198.52	\$ 20.79	\$ 219.32
616	50	66	\$ 242.64	\$ 25.41	\$ 268.05
617	51	75	\$ 275.73	\$ 28.88	\$ 304.61
618	52	71	\$ 261.02	\$ 27.34	\$ 288.36
701	53	74	\$ 272.05	\$ 28.49	\$ 300.54
702	54	57	\$ 209.55	\$ 21.95	\$ 231.50
703	55	57	\$ 209.55	\$ 21.95	\$ 231.50
705	56	57	\$ 209.55	\$ 21.95	\$ 231.50
706	57	57	\$ 209.55	\$ 21.95	\$ 231.50
707	58	47	\$ 172.79	\$ 18.10	\$ 190.89
708	59	56	\$ 205.88	\$ 21.56	\$ 227.44

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*Effective March 1<sup>st</sup>, 2015*

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
709	60	62	\$ 227.94	\$ 23.87	\$ 251.81
710	61	60	\$ 220.58	\$ 23.10	\$ 243.68
711	62	54	\$ 198.52	\$ 20.79	\$ 219.32
712	63	54	\$ 198.52	\$ 20.79	\$ 219.32
713	64	54	\$ 198.52	\$ 20.79	\$ 219.32
715	65	66	\$ 242.64	\$ 25.41	\$ 268.05
716	66	75	\$ 275.73	\$ 28.88	\$ 304.61
717	67	71	\$ 261.02	\$ 27.34	\$ 288.36
801	68	74	\$ 272.05	\$ 28.49	\$ 300.54
802	69	57	\$ 209.55	\$ 21.95	\$ 231.50
803	70	57	\$ 209.55	\$ 21.95	\$ 231.50
805	71	57	\$ 209.55	\$ 21.95	\$ 231.50
806	72	57	\$ 209.55	\$ 21.95	\$ 231.50
807	73	47	\$ 172.79	\$ 18.10	\$ 190.89
808	74	56	\$ 205.88	\$ 21.56	\$ 227.44
809	75	61	\$ 224.26	\$ 23.49	\$ 247.75
810	76	60	\$ 220.58	\$ 23.10	\$ 243.68
811	77	287	\$ 1,055.12	\$ 110.51	\$ 1,165.63
812	78	75	\$ 275.73	\$ 28.88	\$ 304.61
813	79	53	\$ 194.85	\$ 20.41	\$ 215.25
815	80	45	\$ 165.44	\$ 17.33	\$ 182.76
902	81	92	\$ 338.23	\$ 35.42	\$ 373.65
903	82	60	\$ 220.58	\$ 23.10	\$ 243.68
905	83	73	\$ 268.38	\$ 28.11	\$ 296.48
906	84	52	\$ 191.17	\$ 20.02	\$ 211.19
901	85	46	\$ 169.11	\$ 17.71	\$ 186.83
1009	86	69	\$ 253.67	\$ 26.57	\$ 280.24
1001	87	58	\$ 213.23	\$ 22.33	\$ 235.56
1002	88	58	\$ 213.23	\$ 22.33	\$ 235.56
1003	89	68	\$ 249.99	\$ 26.18	\$ 276.18
1005	90	73	\$ 268.38	\$ 28.11	\$ 296.48
1006	91	52	\$ 191.17	\$ 20.02	\$ 211.19
1007	92	46	\$ 169.11	\$ 17.71	\$ 186.83
1008	93	43	\$ 158.08	\$ 16.56	\$ 174.64
1109	94	69	\$ 253.67	\$ 26.57	\$ 280.24
1101	95	58	\$ 213.23	\$ 22.33	\$ 235.56
1102	96	58	\$ 213.23	\$ 22.33	\$ 235.56
1103	97	68	\$ 249.99	\$ 26.18	\$ 276.18
1105	98	73	\$ 268.38	\$ 28.11	\$ 296.48
1106	99	52	\$ 191.17	\$ 20.02	\$ 211.19
1107	100	46	\$ 169.11	\$ 17.71	\$ 186.83
1108	101	43	\$ 158.08	\$ 16.56	\$ 174.64
1201	102	111	\$ 408.08	\$ 42.74	\$ 450.82
1202	103	91	\$ 334.55	\$ 35.04	\$ 369.59
1203	104	60	\$ 220.58	\$ 23.10	\$ 243.68
1205	105	73	\$ 268.38	\$ 28.11	\$ 296.48
1206	106	52	\$ 191.17	\$ 20.02	\$ 211.19
1207	107	43	\$ 158.08	\$ 16.56	\$ 174.64
1208	108	89	\$ 327.20	\$ 34.27	\$ 361.47
1501	109	202	\$ 742.63	\$ 77.78	\$ 820.41
1502	110	60	\$ 220.58	\$ 23.10	\$ 243.68
1503	111	73	\$ 268.38	\$ 28.11	\$ 296.48
1505	112	52	\$ 191.17	\$ 20.02	\$ 211.19
1506	113	43	\$ 158.08	\$ 16.56	\$ 174.64
1507	114	89	\$ 327.20	\$ 34.27	\$ 361.47
1601	115	111	\$ 408.08	\$ 42.74	\$ 450.82
1602	116	91	\$ 334.55	\$ 35.04	\$ 369.59
1603	117	60	\$ 220.58	\$ 23.10	\$ 243.68
1605	118	73	\$ 268.38	\$ 28.11	\$ 296.48

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SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
1606	119	52	\$ 191.17	\$ 20.02	\$ 211.19
1607	120	43	\$ 158.08	\$ 16.56	\$ 174.64
1608	121	89	\$ 327.20	\$ 34.27	\$ 361.47
1701	122	202	\$ 742.63	\$ 77.78	\$ 820.41
1702	123	60	\$ 220.58	\$ 23.10	\$ 243.68
1703	124	73	\$ 268.38	\$ 28.11	\$ 296.48
1705	125	52	\$ 191.17	\$ 20.02	\$ 211.19
1706	126	43	\$ 158.08	\$ 16.56	\$ 174.64
1707	127	89	\$ 327.20	\$ 34.27	\$ 361.47
1801	128	111	\$ 408.08	\$ 42.74	\$ 450.82
1802	129	91	\$ 334.55	\$ 35.04	\$ 369.59
1803	130	60	\$ 220.58	\$ 23.10	\$ 243.68
1805	131	73	\$ 268.38	\$ 28.11	\$ 296.48
1806	132	52	\$ 191.17	\$ 20.02	\$ 211.19
1807	133	43	\$ 158.08	\$ 16.56	\$ 174.64
1808	134	89	\$ 327.20	\$ 34.27	\$ 361.47
1901	135	200	\$ 735.27	\$ 77.01	\$ 812.28
1902	136	91	\$ 334.55	\$ 35.04	\$ 369.59
1903	137	60	\$ 220.58	\$ 23.10	\$ 243.68
1905	138	73	\$ 268.38	\$ 28.11	\$ 296.48
1906	139	52	\$ 191.17	\$ 20.02	\$ 211.19
1907	140	43	\$ 158.08	\$ 16.56	\$ 174.64
2001	141	111	\$ 408.08	\$ 42.74	\$ 450.82
2002	142	91	\$ 334.55	\$ 35.04	\$ 369.59
2003	143	60	\$ 220.58	\$ 23.10	\$ 243.68
2005	144	73	\$ 268.38	\$ 28.11	\$ 296.48
2006	145	52	\$ 191.17	\$ 20.02	\$ 211.19
2007	146	43	\$ 158.08	\$ 16.56	\$ 174.64
2008	147	89	\$ 327.20	\$ 34.27	\$ 361.47
2101	148	111	\$ 408.08	\$ 42.74	\$ 450.82
2102	149	91	\$ 334.55	\$ 35.04	\$ 369.59
2103	150	60	\$ 220.58	\$ 23.10	\$ 243.68
2105	151	73	\$ 268.38	\$ 28.11	\$ 296.48
2106	152	52	\$ 191.17	\$ 20.02	\$ 211.19
2107	153	43	\$ 158.08	\$ 16.56	\$ 174.64
2108	154	89	\$ 327.20	\$ 34.27	\$ 361.47
2201	155	291	\$ 1,069.82	\$ 112.05	\$ 1,181.87
2202	156	60	\$ 220.58	\$ 23.10	\$ 243.68
2203	157	73	\$ 268.38	\$ 28.11	\$ 296.48
2205	158	52	\$ 191.17	\$ 20.02	\$ 211.19
2206	159	43	\$ 158.08	\$ 16.56	\$ 174.64
2301	160	200	\$ 735.27	\$ 77.01	\$ 812.28
2302	161	91	\$ 334.55	\$ 35.04	\$ 369.59
2303	162	60	\$ 220.58	\$ 23.10	\$ 243.68
2305	163	73	\$ 268.38	\$ 28.11	\$ 296.48
2306	164	52	\$ 191.17	\$ 20.02	\$ 211.19
2307	165	43	\$ 158.08	\$ 16.56	\$ 174.64
2501	166	111	\$ 408.08	\$ 42.74	\$ 450.82
2502	167	91	\$ 334.55	\$ 35.04	\$ 369.59
2503	168	60	\$ 220.58	\$ 23.10	\$ 243.68
2505	169	73	\$ 268.38	\$ 28.11	\$ 296.48
2506	170	52	\$ 191.17	\$ 20.02	\$ 211.19
2507	171	43	\$ 158.08	\$ 16.56	\$ 174.64
2508	172	89	\$ 327.20	\$ 34.27	\$ 361.47
2601	173	111	\$ 408.08	\$ 42.74	\$ 450.82
2602	174	91	\$ 334.55	\$ 35.04	\$ 369.59
2603	175	60	\$ 220.58	\$ 23.10	\$ 243.68
2605	176	73	\$ 268.38	\$ 28.11	\$ 296.48
2606	177	53	\$ 194.85	\$ 20.41	\$ 215.25

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SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
2607	178	43	\$ 158.08	\$ 16.56	\$ 174.64
2608	179	89	\$ 327.20	\$ 34.27	\$ 361.47
2701	180	111	\$ 408.08	\$ 42.74	\$ 450.82
2702	181	91	\$ 334.55	\$ 35.04	\$ 369.59
2703	182	60	\$ 220.58	\$ 23.10	\$ 243.68
2705	183	73	\$ 268.38	\$ 28.11	\$ 296.48
2706	184	53	\$ 194.85	\$ 20.41	\$ 215.25
2707	185	43	\$ 158.08	\$ 16.56	\$ 174.64
2708	186	89	\$ 327.20	\$ 34.27	\$ 361.47
2801	187	111	\$ 408.08	\$ 42.74	\$ 450.82
2802	188	91	\$ 334.55	\$ 35.04	\$ 369.59
2803	189	60	\$ 220.58	\$ 23.10	\$ 243.68
2805	190	73	\$ 268.38	\$ 28.11	\$ 296.48
2806	191	53	\$ 194.85	\$ 20.41	\$ 215.25
2807	192	43	\$ 158.08	\$ 16.56	\$ 174.64
2808	193	89	\$ 327.20	\$ 34.27	\$ 361.47
2901	194	111	\$ 408.08	\$ 42.74	\$ 450.82
2902	195	91	\$ 334.55	\$ 35.04	\$ 369.59
2903	196	60	\$ 220.58	\$ 23.10	\$ 243.68
2905	197	73	\$ 268.38	\$ 28.11	\$ 296.48
2906	198	53	\$ 194.85	\$ 20.41	\$ 215.25
2907	199	42	\$ 154.41	\$ 16.17	\$ 170.58
2908	200	89	\$ 327.20	\$ 34.27	\$ 361.47
3001	201	111	\$ 408.08	\$ 42.74	\$ 450.82
3002	202	91	\$ 334.55	\$ 35.04	\$ 369.59
3003	203	60	\$ 220.58	\$ 23.10	\$ 243.68
3005	204	73	\$ 268.38	\$ 28.11	\$ 296.48
3006	205	53	\$ 194.85	\$ 20.41	\$ 215.25
3007	206	43	\$ 158.08	\$ 16.56	\$ 174.64
3008	207	89	\$ 327.20	\$ 34.27	\$ 361.47
3101	208	111	\$ 408.08	\$ 42.74	\$ 450.82
3102	209	91	\$ 334.55	\$ 35.04	\$ 369.59
3103	210	60	\$ 220.58	\$ 23.10	\$ 243.68
3105	211	73	\$ 268.38	\$ 28.11	\$ 296.48
3106	212	52	\$ 191.17	\$ 20.02	\$ 211.19
3107	213	43	\$ 158.08	\$ 16.56	\$ 174.64
3108	214	89	\$ 327.20	\$ 34.27	\$ 361.47
3201	215	111	\$ 408.08	\$ 42.74	\$ 450.82
3202	216	91	\$ 334.55	\$ 35.04	\$ 369.59
3203	217	60	\$ 220.58	\$ 23.10	\$ 243.68
3205	218	73	\$ 268.38	\$ 28.11	\$ 296.48
3206	219	53	\$ 194.85	\$ 20.41	\$ 215.25
3207	220	43	\$ 158.08	\$ 16.56	\$ 174.64
3208	221	89	\$ 327.20	\$ 34.27	\$ 361.47
3301	222	111	\$ 408.08	\$ 42.74	\$ 450.82
3302	223	91	\$ 334.55	\$ 35.04	\$ 369.59
3303	224	60	\$ 220.58	\$ 23.10	\$ 243.68
3305	225	73	\$ 268.38	\$ 28.11	\$ 296.48
3306	226	52	\$ 191.17	\$ 20.02	\$ 211.19
3307	227	43	\$ 158.08	\$ 16.56	\$ 174.64
3308	228	89	\$ 327.20	\$ 34.27	\$ 361.47
3501	229	111	\$ 408.08	\$ 42.74	\$ 450.82
3502	230	91	\$ 334.55	\$ 35.04	\$ 369.59
3503	231	60	\$ 220.58	\$ 23.10	\$ 243.68
3505	232	73	\$ 268.38	\$ 28.11	\$ 296.48
3506	233	52	\$ 191.17	\$ 20.02	\$ 211.19
3507	234	43	\$ 158.08	\$ 16.56	\$ 174.64
3508	235	89	\$ 327.20	\$ 34.27	\$ 361.47
3601	236	111	\$ 408.08	\$ 42.74	\$ 450.82



**THE MARK**  
**Strata Plan EPS1231**  
**APPROVED 2015/2016 STRATA FEE SCHEDULE**  
*Effective March 1<sup>st</sup>, 2015*

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	MONTHLY STRATA FEE
3602	237	91	\$ 334.55	\$ 35.04	\$ 369.59
3603	238	60	\$ 220.58	\$ 23.10	\$ 243.68
3605	239	73	\$ 268.38	\$ 28.11	\$ 296.48
3606	240	52	\$ 191.17	\$ 20.02	\$ 211.19
3607	241	43	\$ 158.08	\$ 16.56	\$ 174.64
3608	242	89	\$ 327.20	\$ 34.27	\$ 361.47
3701	243	111	\$ 408.08	\$ 42.74	\$ 450.82
3702	244	91	\$ 334.55	\$ 35.04	\$ 369.59
3703	245	60	\$ 220.58	\$ 23.10	\$ 243.68
3705	246	73	\$ 268.38	\$ 28.11	\$ 296.48
3706	247	52	\$ 191.17	\$ 20.02	\$ 211.19
3707	248	43	\$ 158.08	\$ 16.56	\$ 174.64
3708	249	89	\$ 327.20	\$ 34.27	\$ 361.47
3801	250	111	\$ 408.08	\$ 42.74	\$ 450.82
3802	251	91	\$ 334.55	\$ 35.04	\$ 369.59
3803	252	60	\$ 220.58	\$ 23.10	\$ 243.68
3805	253	73	\$ 268.38	\$ 28.11	\$ 296.48
3806	254	52	\$ 191.17	\$ 20.02	\$ 211.19
3807	255	43	\$ 158.08	\$ 16.56	\$ 174.64
3808	256	89	\$ 327.20	\$ 34.27	\$ 361.47
3901	257	111	\$ 408.08	\$ 42.74	\$ 450.82
3902	258	91	\$ 334.55	\$ 35.04	\$ 369.59
3903	259	60	\$ 220.58	\$ 23.10	\$ 243.68
3905	260	73	\$ 268.38	\$ 28.11	\$ 296.48
3906	261	52	\$ 191.17	\$ 20.02	\$ 211.19
3907	262	43	\$ 158.08	\$ 16.56	\$ 174.64
3908	263	89	\$ 327.20	\$ 34.27	\$ 361.47
4001	264	124	\$ 455.87	\$ 47.75	\$ 503.62
4002	265	103	\$ 378.67	\$ 39.66	\$ 418.33
4003	266	89	\$ 327.20	\$ 34.27	\$ 361.47
4005	267	155	\$ 569.84	\$ 59.68	\$ 629.52
4101	268	124	\$ 455.87	\$ 47.75	\$ 503.62
4102	269	191	\$ 702.19	\$ 73.54	\$ 775.73
4103	270	87	\$ 319.84	\$ 33.50	\$ 353.34
4105	271	57	\$ 209.55	\$ 21.95	\$ 231.50
4201	272	124	\$ 455.87	\$ 47.75	\$ 503.62
4202	273	102	\$ 374.99	\$ 39.27	\$ 414.26
4203	274	89	\$ 327.20	\$ 34.27	\$ 361.47
4205	275	143	\$ 525.72	\$ 55.06	\$ 580.78
4301	276	225	\$ 827.18	\$ 86.63	\$ 913.82
4302	277	89	\$ 327.20	\$ 34.27	\$ 361.47
4303	278	86	\$ 316.17	\$ 33.11	\$ 349.28
4305	279	57	\$ 209.55	\$ 21.95	\$ 231.50
4501	280	182	\$ 669.10	\$ 70.08	\$ 739.18
4502	281	103	\$ 378.67	\$ 39.66	\$ 418.33
4503	282	89	\$ 327.20	\$ 34.27	\$ 361.47
4505	283	86	\$ 316.17	\$ 33.11	\$ 349.28
4601	284	286	\$ 1,051.44	\$ 110.12	\$ 1,161.56
4602	285	89	\$ 327.20	\$ 34.27	\$ 361.47
4603	286	87	\$ 319.84	\$ 33.50	\$ 353.34
4701	287	282	\$ 1,036.74	\$ 108.58	\$ 1,145.32
4702	288	211	\$ 775.71	\$ 81.24	\$ 856.96
<b>TOTAL</b>		<b>22359</b>	<b>\$ 82,200.00</b>	<b>\$ 8,609.17</b>	<b>\$ 90,809.17</b>

## THE IMPORTANCE OF UNIT OWNER'S PERSONAL INSURANCE

Most strata unit owners dutifully attend the strata corporation's Annual General Meeting, doing their best to contribute to the community a strata corporation constitutes. When owners are provided with the strata's insurance report, some mistakenly believe the corporation's insurance policy will protect their personal assets in the event of a loss; such is not the case.

Unit owners, whether living in the unit or as an investor, should always make sure their personal assets and liabilities are adequately protected by their own personal insurance policy.

A typical unit owner's policy provides a variety of coverage:

- **Personal Property:** in general terms, this coverage includes all the content items a unit owner brings into the unit or keeps in a storage locker on premises, such as furniture, electronics, clothing, etc. Most policies will also cover the personal property while it is temporarily off premises, on vacation for example.
- **Additional Living Expenses:** this coverage helps unit owners and their families deal with the extra expenses which can often result if the home is made unfit for occupancy due to an insured loss or damage. Whether it is a fire or significant water damage due to no fault of their own, unit owners may have to move out while their unit is being repaired. In the case of an investment unit, this coverage helps pay the owner's rental income loss due to the tenant moving out.
- **Betterments & Improvements:** many unit owners spend considerable money making the unit their own; old carpet is replaced with hardwood flooring, cabinets and counter tops are updated and fixtures modernized to the 21st century. The unit owner's personal insurance policy provides coverage for these items, which are specifically excluded from coverage under all strata corporations' insurance policies.
- **Strata Deductible Assessment:** more and more strata corporations have by-laws in place to facilitate charging back the strata deductible to the unit owner responsible for a loss or damage. Unit owners or their tenants need not be liable for this significant assessment to be made, in many cases the mere fact the damage originates in the unit is sufficient to make the assessment valid. Strata deductibles can be as low as \$1,000 and as high as \$500,000. Unit owners' personal policies cover this risk to a specific limit; owners need to make sure they are fully insured.
- **Personal Liability:** at home or pretty much anywhere in the world, unit owners' policies also provide comprehensive protection for claims against them for property damage and bodily injury.

Why get personal insurance? Because not getting it is much too risky and expensive!

NOTE: each unit owner has specific insurance requirements which should be discussed with an insurance broker to ensure the right protection is in place for the right price.

## Pre-Authorized Debit (PAD) Plan – Strata

FAX: (604) 684-1956

EMAIL: AR@ranchogroup.com

**ATTACH VOID**

**CHEQUE HERE**

STRATA PLAN: EPS1231

STRATA LOT NO.: \_\_\_\_\_

UNIT NO.: \_\_\_\_\_

1. I/We hereby authorize Rancho Management Services (B.C.) Ltd. on behalf of our Strata Corporation to begin deductions effective \_\_\_\_\_ as per my/our instructions for the following: recurring monthly operating fee(s)/authorized charges (parking, etc) and/or one-time fee(s)/charges adjustments as voted upon and passed by the general membership of the Strata Corporation from time to time, authorized one-time or sporadic debits, & any fines, penalties, and special levy fee(s) up to \$1,000.00 as assessed according to the Strata Corporation Bylaws and Rules and Regulations. These above mentioned fee(s)/charges will be debited to my/our specified account on the 1<sup>st</sup> day of every month.
2. I/We undertake to inform Rancho Management Services (B.C.) Ltd. of any change in the account or address information provided in this authorization before the fifteenth day of the month.
3. I/We acknowledge that delivery of the authorization to Rancho Management Services (B.C.) Ltd. constitutes delivery by me/us to the financial institution below.
4. This authority is to remain in effect until Rancho Management Services (B.C.) Ltd. has received written notification from me/us of its change or termination. This notification must be received within 15 days before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).
5. Rancho Management Services (B.C.) Ltd. may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.
6. I/We have certain recourse rights if any debt does not comply with this agreement. For example, I/We have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Agreement. To obtain more information on my/our recourse rights, I/We may contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

Type of Service: Personal \_\_\_\_\_ Business \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Mailing address (if different than property address) \_\_\_\_\_

Phone # \_\_\_\_\_

Name of Financial Institution \_\_\_\_\_

Address of Financial Institution \_\_\_\_\_

/

/

Financial Institution Number \_\_\_\_\_

Branch Transit Number \_\_\_\_\_

Account Number \_\_\_\_\_

A Specimen cheque has been marked "VOID" and attached to this authorization. If your account does not provide cheques, please have your bank fill out the information above to ensure the account is coded correctly and will allow pre-authorized debit.

Once the form is complete please, mail, fax, or email to:



Rancho Management Services (B.C.) Ltd. – 6<sup>th</sup> Floor – 1190 Hornby Street, Vancouver, British Columbia, V6Z 2K5

Phone: (604) 684-4508 Fax: (604) 684-1956 Email: ar@ranchogroup.com

Attention: Accounts Receivable

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

**PLEASE NOTE THAT THIS FORM MUST BE RECEIVED BY RANCHO NO LATER THAN THE 20<sup>TH</sup> OF THE MONTH PRIOR TO THE MONTH THE PAD IS TO COMMENCE.** (I.e. To be on the Pre-Authorized Debit Plan for the month of June, the form must be in our office prior to the 20<sup>th</sup> of May. Forms received after the 20<sup>th</sup> of the current month (i.e. May) will be processed but your first payment will not come out of your account until July 1<sup>st</sup>), as this system is set up in conjunction with the bank, and processing time is required, **PAD enrolment cannot be applied retroactively.** Please also enclose a cheque for payment of any balance owing prior to PAD commencement. Please note, any alterations made to this form will not be accepted.