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NOTICE

of the

SPECIAL GENERAL MEETING

of

BCS 2787 - THE ESPLANADE

To be held on Wednesday, February 25, 2009 @ 7:00pm 

300 – 1770 Burrard Street Vancouver BC Canada V6J 3G7 Phone (604) 257-0325

February 2, 2009

NOTICE OF SPECIAL GENERAL MEETING

TO:

ALL OWNERS, STRATA PLAN BCS 2787 - THE ESPLANADE

DATE:

WEDNESDAY, FEBRUARY 25, 2009

TIME:

6:30 P.M. REGISTRATION 7:00 P.M. CALL TO ORDER

PLACE:

THE LONSDALE QUAY HOTEL

Discovery & Endeavour Rooms

123 CARRIE CATES COURT, NORTH VANCOUVER, B.C.

Dear Owners:

On **Wednesday**, **February 25**, **2009**, the Special General Meeting of the Owners of **The Esplanade**, **Strata Plan BCS 2787**, will be held. The purpose of this meeting is to adopt the revised operation budgets for the current fiscal year and to consider eleven ³/₄ votes. Enclosed are the Agenda, all supporting documentation and a proxy form.

For this meeting to proceed, a quorum of one third of all Owners, entitled to vote, must be present in person or by proxy. Should you be unable to attend this meeting, please give your proxy to a representative to vote on your behalf.

We look forward to receiving your input on **Wednesday**, **February 25**, **2009** and invite you to contact undersigned between now and the meeting date should you have any questions regarding any of the attached material.

Yours truly,

On behalf of the Owners of BCS 2787

Jack Foo

Strata Manager

Direct Line: 604-714-1542 Email: 100@baywest.ca

AGENDA

- 1. REGISTRATION 6:30 7:00 PM
- 2. CALL TO ORDER 7:00 PM
- 3. CALLING THE ROLL & CERTIFICATION OF PROXIES
- 4. PROOF OF NOTICE OF MEETING
- 5. APPROVAL OF AGENDA
- 6. ADOPTION OF ANNUAL GENERAL MEETING MINUTES AUGUST 7, 2008
- 7. RECTIFICATION OF RULES AMENITY ROOM BOOKING (attached)
- 8. CONSIDERATION OF REVISED 2008/2009 OPERATING BUDGETS (attached)
- 9. CONSIDERATION OF ¾ VOTES "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" AND "K"
- 10. GENERAL DISCUSSION AND QUESTIONS
- 11. TERMINATION

AMENITY ROOM USAGE RULES

Usage of the Amenity Room at The Esplanade – BCS 2787 is a privilege. Please respect your property and other owners/tenants by following the rules.

- 1. A refundable security deposit of \$250 is also required. Cheques are acceptable, but subject to additional fees for non-sufficient funds. Cheques should be made payable to Strata Plan BCS 2787.
- 2. Two week advance notice required for booking the Amenity Room. Payment of damage deposit to be provided at that time.
- 3. Booking will only be provided to owners and tenants. Notice of the function will be posted on the Amenity room as necessary.
- 4. Booking are limited to a maximum of 6 hours (3 blocks of two hours each), multiple booking are not allowed and are subject to availability.
- 5. The Amenity Room closes at 11:00 PM and this applies to all bookings and other usages.
- 6. ALL other activities are restricted to the Amenity Room unless otherwise agreed upon by the Strata Council.
- 7. The maximum number of guests for the Amenity Room is 25, and no pets are allowed in the amenity at all time.
- 8. The person who signs this usage agreement is responsible for preventing any damage to walls, carpets, ceilings, tables, chairs, kitchen, bathroom, equipment, windows, doors, and any other common assets and common property. Any damage resulting from your activities will result in partial or complete loss of your damage deposit. Future booking privileges may also be denied.
- 9. All garbage must be removed from the Amenity Room area receptacles and disposed of in the nearby dumpsters immediately after the event.
- 10. Any cleaning that the Strata Council has to address as a result of your activities will result in partial or complete loss of damage deposit.
- 11. When leaving, ensure all doors are locked, drapes are closed, and the lights and all other electrical appliance are off.

THE ESPLANADE - BCS 2787 AMENITY ROOM AGREEMENT

Please note: The Strata Corporation retains the right to impose fines and penalties under The Esplanade Bylaws as a result of bylaw or rule infractions which may occur during your rental activity.
Strata Unit:
Name of renter:
Date and Time requested:
Signature of renter:
Note:

Warses Vecuta Papart

Esplanade (BCS2787) PROPOSED REVISED BUDGET - 2008-2009

		Year To Date	Estimated	Current Annual	New
Account	Account Name	2008	Year End	Budget	Budget
		Dec-08			
	RECEIPTS / REVENUE				
5500	Owners' Contributions	219,609.35	527,050.00	527,050.00	559,582.50
5510	Bylaw Penalties	60.00	200.00	0.00	500.00
5600	Interest Income	256.61	300.00	0.00	250.00
5610	Keys/Remotes	3,870.00	4,500.00	0.00	4,500.00
5630	Late Payment Penalty	550.00	1,000.00	0.00	1,000.00
5655	Move In/Out Fee	3,300.00	5,000.00	0.00	6,000.00
	TOTAL RECEIPTS / REVENUE	\$ 227,645.96	\$ 538,050.00	\$ 527,050.00	\$ 571,832.50
	EXPENSES & RESERVES				
	ADMINISTRATIVE EXPENSES				
6030	Appraisal	367.50	1,102.50	1,125.00	1,102.50
6052	Statutory Review of Books	525.00	525.00	0.00	525.00
6070	Bank Charges	92.50	240.00	240.00	240.00
6150	Insurance Deductibles / Claims	1,000.00	2,000.00	0.00	2,000.00
6170	Insurance Premium	22,431.90	53,000.00	54,000.00	53,000.00
6230	Miscellaneous	67.33	250.00	0.00	250.00
6236	Move In/Out Expense	309.75	2,000.00	0.00	0.00
6290	Postage/Copies/Office Exp.	2,814.07	5,000.00	3,875.00	5,000.00
	TOTAL ADMIN. EXP.	27,608.05	64,117.50	59,240.00	62,117.50
	UTILITIES				
6520	Electricity	11,985.15	48,000.00	54,200.00	48,000.00
6530	Gas	2,430.79	5,000.00	43,000.00	5,000.00
6532	Steam (Heat & Hot Water)	47,456.48	130,000.00	109,200.00	130,000.00
6540	Water & Sewer	22,151.75	43,000.00	43,680.00	43,000.00
	TOTAL UTILITIES	84,024.17	226,000.00	250,080.00	226,000.00
	CONTRACT / BLDG EXP.				
7010	Alarm Monitoring	398.64	1,200.00	2,000.00	1,200.00
7098	Concierge	13,918.41	27,000.00	40,000.00	27,000.00
7110	Elevator & License	4,357.50	11,000.00	14,000.00	11,000.00
7130	Emergency Generator	994.27	2,200.00	1,500.00	2,200.00
7190	Fire Protection	540.75	2,000.00	2,700.00	2,000.00
7210	Garage Door	0.00	1,000.00	1,200.00	1,000.00
7230	Garbage Collection	2,818.49	7,500.00	7,000.00	7,500.00
7310	Janitorial	22,481.55	55,400.00	20,000.00	55,400.00
7350	Landscaping	2,309.83	6,000.00	15,000.00	6,000.00
7470	Mechanical	6,063.22	12,000.00	15,000.00	15,000.00
7590	Property Management	14,621.25	33,415.00	33,415.00	33,415.00
7610	Recycling	1,464.57	2,500.00	0.00	2,500.00
7730	Security	1,627.84	3,700.00	0.00	25,000.00
	TOTAL CONTRACT / BLDG EXP.	71,596.32	164,915.00	151,815.00	189,215.00
	REPAIRS & MAINTENANCE EXP.				
8039	Cleaning & Supplies	1,237.63	2,500.00	0.00	2,500.00
8110	General Repair & Maintenance	9,296.81	13,000.00	13,000.00	10,000.00
5.10	Series of Frequency	0,500.01	10,000.00	10,000.00	10,000.00

8170	Locks/Keys	4,885.51	6,000.00	0.00	6,000.00
8180	Mechanical	2,219.83	3,000.00	0.00	3,000.00
8240	Snow Removal	626.06	3,000.00	0.00	3,000.00
8270	Supplies	621.29	1,000.00	0.00	1,000.00
8290	Window Cleaning	0.00	5,000.00	5,000.00	5,000.00
	TOTAL REPAIRS & MAINT. EXP.	18,887.13	33,500.00	18,000.00	30,500.00
	MAJOR PROJECT EXPENSES				
8442	Security Upgrade	0.00	0.00	0.00	12,000.00
	TOTAL MAJOR PROJECT EXP.	0.00	0.00	0.00	12,000.00
	TOTAL OPERATING EXP.	202,115.67	488,532.50	479,135.00	519,832.50
	RESERVE FUNDS				
9010	Contingency Reserve Fund	19,964.60	47,915.00	47,915.00	52,000.00
	TOTAL RESERVE FUNDS	19,964.60	47,915.00	47,915.00	52,000.00
	TOTAL EXPENSES & RESERVES	222,080.27	536,447.50	527,050.00	571,832.50
	SURPLUS / (DEFICIT)	5,565.69	1,602.50	*	*

BCS2787 ESPLANADE PROPOSED BUDGET SUMMARY

	Year To Date	Year To Date Estimated		Proposed	
	Actual	Year End	Budget	Revised Budget	
	(Dec-08)	(Jul-09)	(2008-2009)	(2008-2009)	
TOTAL OWNER CONTRIBUTION	219,609	527,050	527,050	559,583	
Operating Fund					
Opening Balance	•	-	**	5,236	
Owner's Contribution	199,645	479,135	479,135	507,583	
Other Income	8,037	11,000		12,250	
Total Operating Expenses	(202,116)	(488,533)	(479,135)	(519,833)	
Interim Surplus	3,633	3,633			
Ending Balance	9,199	5,236	*	5,236	
Contingency Reserve Fund					
Opening Balance	28,838	28,838	28,838	77,718	
Owner's Contribution	19,965	47,915	47,915	52,000	
Interest Income	429	966	660	1,296	
Ending Balance	49,231	77,718	77,413	131,015	

THE ESPLANADE – BCS 2787 - REVISED STRATA FEE FOR THE FISCAL YEAR ENDING JULY 2009

FOR THE FISCAL YEAR ENDING JULY 2009									
Unit#	SL#	U/E	Operating (A)	CRF (B)	New Strata Fee (A) + (B)				
301	10	127	313.3	32.1	345.4				
302	11	148	365.12	37.4	402.52				
303	12	139	342.91	35.13	378.04				
304	13	123	303.44	31.09	334.53				
305	14	124	305.91	31.34	337.25				
501	23	88	258.56	26.49	285.05				
502	24	67	196.86	20.17	217.03				
503	25	110	323.2	33.12	356.32				
504	26	96	282.07	28.9	310.97				
505	27	68	199.8	20.47	220.27				
506	28	110	323.2	33.12	356.32				
507	29	68	199.8	20.47	220.27				
508	30	88	258.56	26.49	285.05				
601	31	88	258.56	26.49	285.05				
602	32	67	196.86	20.49	217.03				
603	33	110	323.2	33.12					
604	34	96	282.07	28.9	356.32				
605	35	68	199.8	20.47	310.97				
606	36	110	323.2	33.12	220.27				
607	37	68	199.8	20.47	356.32				
608	38	88		·	220.27				
701			258.56	26.49	285.05				
701	39 40	88	258.56	26.49	285.05				
702		68	199.8	20.47	220.27				
······································	41	110	323.2	33.12	356.32				
704	42	96	282.07	28.9	310.97				
705 706	43	68	199.8	20.47	220.27				
706	44	110	323.2	33.12	356.32				
707	45	68	199.8	20.47	220.27				
708	46	88	258.56	26.49	285.05				
801	47	88	258.56	26.49	285.05				
802	48	68	199.8	20.47	220.27				
803	49	110	323.2	33.12	356.32				
804	50	96	282.07	28.9	310.97				
805	51	68	199.8	20.47	220,27				
806	52	110	323.2	33.12	356.32				
807	53	68	199.8	20.47	220.27				
808	54	88	258.56	26.49	285.05				
901	55	88	258.56	26.49	285.05				
902	56	68	199.8	20.47	220.27				
903	57	110	323.2	33.12	356.32				
904	58	93	273.25	27.99	301.24				
905	59	68	199.8	20.47	220.27				
906	60	110	323.2	33.12	356.32				
907	61	68	199.8	20.47	220.27				
908	62	88	258.56	26.49	285.05				
1001	63	88	258.56	26.49	285.05				
1002	64	68	199.8	20.47	220.27				
1003	65	110	323.2	33.12	356.32				

1004	66	93	273.25	27.99	301.24
1004	67	93 68	199.8	20.47	220.27
1005	68	110	323.2	33.12	356.32
1007	69	68	~ ~~~~	20.47	220.27
			199.8		·····
1008	70	88	258.56	26.49	285.05
1101	71	88	258.56	26.49	285.05
1102	72	68	199.8	20.47	220.27
1103	73	110	323.2	33.12	356.32
1104	74	93	273.25	27.99	301.24
1105	75	68	199.8	20.47	220.27
1106	76	110	323.2	33.12	356.32
1107	77	68	199.8	20.47	220.27
1108	78	88	258.56	26.49	285.05
1201	79	88	258.56	26.49	285.05
1202	80	68	199.8	20.47	220.27
1203	81	110	323.2	33.12	356.32
1204	82	93	273.25	27.99	301.24
1205	83	68	199.8	20.47	220.27
1206	84	110	323.2	33.12	356.32
1207	85	68	199.8	20.47	220.27
1208	86	88	258.56	26.49	285.05
1401	87	88	258.56	26.49	285.05
1402	88	68	199.8	20.47	220.27
1403	89	110	323.2	33.12	356.32
1404	90	93	273.25	27.99	301.24
1405	91	68	199.8	20.47	220.27
1406	92	110	323.2	33.12	356.32
1407	93	68	199.8	20.47	220.27
1408	94	88	258.56	26.49	285.05
1501	95	88	258.56	26.49	285.05
1502	95 96	68	199.8	20.43	220.27
1503	97	110	323.2	33.12	356.32
	98	93	273.25	27.99	
1504 1505	99	68		20.47	301.24
***************************************	100	110	199.8 323.2	33.12	220.27
1506 1507	100	68	199.8	20.47	356.32
<u> </u>		***************************************		······	220.27
1508	102	88	258.56	26.49	285.05
1601	103	88	258.56	26.49	285.05
1602	104	68	199.8	20.47	220.27
1603	105	110	323.2	33.12	356.32
1604	106	93	273.25	27.99	301.24
1605	107	68	199.8	20.47	220.27
1606	108	110	323.2	33.12	356.32
1607	109	68	199.8	20.47	220.27
1608	110	88	258.56	26.49	285.05
1701	111	88	258.56	26.49	285.05
1702	112	68	199.8	20.47	220.27
1703	113	110	323.2	33.12	356.32
1704	114	93	273.25	27.99	301.24
1705	115	68	199.8	20.47	220.27
1706	116	110	323.2	33.12	356.32
1707	117	68	199.8	20.47	220.27

1708	118	88	258.56	26.49	285.05
1801	119	88	258.56	26.49	285.05
1802	120	68	199.8	20.47	220.27
1803	121	110	323.2	33.12	356.32
1804	122	93	273.25	27.99	301.24
1805	123	68	199.8	20.47	220.27
1806	124	110	323.2	33.12	356.32
1807	125	68	199.8	20.47	220.27
1808	126	88	258.56	26.49	285.05
1901	127	88	258.56	26.49	285.05
1902	128	68	199.8	20.47	220.27
1903	129	110	323.2	33.12	356.32
1904	130	93	273.25	27.99	301.24
1905	131	68	199.8	20.47	220.27
1906	132	110	323.2	33.12	356.32
1907	133	68	199.8	20.47	220.27
1908	134	88	258.56	26.49	285.05
2001	135	88	258.56	26.49	285.05
2002	136	68	199.8	20.47	220.27
2003	137	126	370.21	37.93	408.14
2004	138	106	311.45	31.91	343.36
2005	139	126	370.21	37.93	408.14
2006	140	67	196.86	20.17	217.03
2007	141	88	258.56	26.49	285.05
2101	142	88	258.56	26.49	285.05
2102	143	68	199.8	20.47	220.27
2103	144	126	370.21	37.93	408.14
2104	145	106	311.45	31.91	343.36
2105	146	126	370.21	37.93	408.14
2106	147	67	196.86	20.17	217.03
2107	148	88	258.56	26.49	285.05
2201	149	99	290.88	29.8	320.68
2202	150	107	314.39	32.21	346.6
2203	151	125	367.27	37.63	404.9
2204	152	106	311.45	31.91	343.36
2205	153	98	287.95	29.5	317.45
2301	154	205	602.33	61.71	664.04
2302	155	166	487.74	49.97	537.71
2303	156	165	484.81	49.66	534.47
LW01	8	99	244.23	25.02	269.25
LW02	7	99	244.23	25.02	269.25
LW02	6	99	244.23	25.02	
LW04	5	99	244.23	25.02	269.25 269.25
LW05	4	99	244.23	25.02	
LW05	3	107	263.97	27.04	269.25
LW07	2	110	271.37	27.04	291.01
LW08	1	105	259.04		299.17
TH09	9	···-··	~~~	26.53	285.57
		186	458.86	47.01	505.87
TH10	22	141	347.85	35.64	383.49
TH11	21	146	360.18	36.9	397.08
TH12	20	121	298.5	30.58	329.08
TH13	19	127	313.3	32.1	345.4

		14,831	42,299.41	4,333.80	46,633.21
TH17	15	127	313.3	32.1	345.4
TH16	16	128	315.77	32.35	348.12
TH15	17	128	315.77	32.35	348.12
TH14	18	128	315.77	32.35	348.12

Balance Sheet

Strata Plan – BCS 2787 – The Esplanade December 31, 2008

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Dec	ember 2008	Nov	ember 2008		Change
	918.98		1,732.17		(813.19)
	7,117.71		9,917.99		(2,800.28)
					136.25
	•		17,931.57		(2,620.58)
			1,027.89		(292.89)
	3,980.67		4,234.30		(253.63)
	0.00		4,430.35	·····	(4,430.35)
\$	28,199.60	\$	39,274.27	\$	(11,074.67)
	•				
	49,149.49		45,156.57		3,992.92
\$	49,149.49	\$	45,156.57	\$	3,992.92
\$	77,349.09	\$	84,430.84	\$	(7,081.75)
					7,396.27
			•		0.00
	2,051.56		2,051.56		0.00
\$	22,552.44	\$	15,156.17	\$	7,396.27
	5,565.69		24,118.10		(18,552.41)
\$	5,565.69	\$	24,118.10	\$	(18,552.41)
	49,230.96		45,156.57		4,074.39
\$	49,230.96	\$	45,156.57	\$	4,074.39
\$	77,349.09	\$	84,430.84	\$	(7,081.75)
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,117.71 136.25 15,310.99 735.00 3,980.67 0.00 \$ 28,199.60 49,149.49 \$ 77,349.09 7,396.27 13,104.61 2,051.56 \$ 22,552.44 5,565.69 \$ 5,565.69 \$ 49,230.96	918.98 7,117.71 136.25 15,310.99 735.00 3,980.67 0.00 \$ 28,199.60 \$ 49,149.49 \$ \$ 49,149.49 \$ \$ 77,349.09 \$ 7,396.27 13,104.61 2,051.56 \$ 22,552.44 \$ 5,565.69 \$ 5,565.69 \$ 49,230.96 \$ 49,230.96 \$	Posember 2008 November 2008 918.98 1,732.17 7,117.71 9,917.99 136.25 0.00 15,310.99 17,931.57 735.00 1,027.89 3,980.67 4,234.30 0.00 4,430.35 \$ 28,199.60 \$ 39,274.27 49,149.49 45,156.57 \$ 77,349.09 \$ 84,430.84 7,396.27 0.00 13,104.61 13,104.61 2,051.56 2,051.56 \$ 22,552.44 \$ 15,156.17 \$ 5,565.69 24,118.10 \$ 5,565.69 \$ 24,118.10 49,230.96 45,156.57 \$ 49,230.96 \$ 45,156.57	December 2008 November 2008 918.98 1,732.17 7,117.71 9,917.99 136.25 0.00 15,310.99 17,931.57 735.00 1,027.89 3,980.67 4,234.30 0.00 4,430.35 \$ 28,199.60 \$ 39,274.27 \$ 49,149.49 45,156.57 \$ 77,349.09 \$ 84,430.84 \$ 77,349.09 \$ 84,430.84 \$ 22,552.44 \$ 15,156.17 \$ 5,565.69 24,118.10 \$ 49,230.96 45,156.57 \$ 49,230.96 \$ 45,156.57

STATEMENT OF OPERATION Strata Plan – BCS 2787 For the 5th months ending December 31, 2008

			Year To		YTD -
e de la companya de l		Current	Date	Annual	BUDGET
Account	Account Name	Actual	Actual	Budget	%
RECEIPTS /		7.10.10.00.7	7.10144.1	Daager	70
5500	Owners' Contributions	43,921.87	219,609.35	527,050.00	42%
5510	Bylaw Penalties	0.00	60.00	0.00	0%
5600	Interest Income	54.78	256.61	0.00	0%
5610	Keys/Remotes	220.00	3,870.00	0.00	0%
5630	Late Payment Penalty	150.00	550.00	0.00	0%
5655	Move In/Out Fee	600.00	3,300.00	0.00	0%
	ECEIPTS / REVENUE	\$ 44,946.65	\$ 227,645.96	\$ 527,050.00	43%
IOIALIN	CLIF 13 / NEVENUE	Ψ 44,340.03	φ 221,04 3.30	\$ 527,050.00	4376
EXPENSES					
ADMINISTRA	ATIVE EXPENSES				
6030	Appraisal	0.00	367.50	1,125.00	33%
6052	Statutory Review of Books	0.00	525.00	0.00	0%
6070	Bank Charges	18.50	92.50	240.00	39%
6150	Insurance Deductibles / Claims	0.00	1,000.00	0.00	0%
6170	Insurance Premium	4,486.38	22,431.90	54,000.00	42%
6230	Miscellaneous	67.33	67.33	0.00	0%
6236	Move In/Out Expense	309.75	309.75	0.00	0%
6290	Postage/Copies/Office Exp.	142.79	2,814.07	3,875.00	73%
TOTAL AD	MINISTRATIVE EXPENSES	5,024.75	27,608.05	59,240.00	47%
				•	
UTILITIES					
6520	Electricity	0.00	11,985.15	54,200.00	22%
6530	Gas	1,070.64	2,430.79	43,000.00	6%
6532	Steam (Heat & Hot Water)	27,254.30	47,456.48	109,200.00	43%
6540	Water & Sewer	4,430.35	22,151.75	43,680.00	51%
TOTAL UT	TILITIES	32,755.29	84,024.17	250,080.00	34%
CONTRACT	/ DEDO EVERNORO				
	/ BLDG EXPENSES	04.04	200.04	0.000.00	
7010	Alarm Monitoring	94.34	398.64	2,000.00	20%
7098	Concierge	2,257.33	13,918.41	40,000.00	35%
7110	Elevator & License	819.00	4,357.50	14,000.00	31%
7130	Emergency Generator	782.92	994.27	1,500.00	66%
7190	Fire Protection	540.75	540.75	2,700.00	20%
7210	Garage Door	0.00	0.00	1,200.00	0%
7230	Garbage Collection	600.77	2,818.49	7,000.00	40%
7310	Janitorial	4,791.15	22,481.55	20,000.00	112%
7350	Landscaping	840.00	2,309.83	15,000.00	15%
7470	Mechanical	3,031.61	6,063.22	15,000.00	40%
7590	Property Management	2,924.25	14,621.25	33,415.00	44%
7610	Recycling	292.89	1,464.57	0.00	0%
7730	Security	1,627.84	1,627.84	0.00	0%
TOTAL CO	ONTRACT / BLDG EXPENSES	18,602.85	71,596.32	151,815.00	47%
REPAIRS &	MAINTENANCE EXPENSES				
8039	Cleaning & Supplies	0.00	1,237.63	0.00	0%
8110	General Repair & Maint.	2,070.59	9,296.81	13,000.00	72%
				•	

-12-					
8170	Locks/Keys	769.16	4,885.51	0.00	0%
8180	Mechanical	0.00	2,219.83	0.00	0%
8240	Snow Removal	283.50	626.06	0.00	0%
8270	Supplies	0.00	621.29	0.00	0%
8290	Window Cleaning	0.00	0.00	5,000.00	0%
TOTAL R	EPAIRS & MAINTENANCE EXP.	3,123.25	18,887.13	18,000.00	105%
RESERVE I	FUNDS				
9010	Contingency Reserve Fund	3,992.92	19,964.60	47,915.00	42%
TOTAL R	ESERVE FUNDS	3,992.92	19,964.60	47,915.00	42%
TOTAL EXI	PENSES / RESERVES	63,499.06	222,080.27	527,050.00	42%
SURPLUS	(DEFICIT)	(18,552.41)	5,565.69		0%



Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

3.5 Hazards

- (a) Everything shall be done to reduce fire hazards and nothing should be brought or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (b) No material substances, especially burning material such as cigarettes or matches, shall be thrown out, or be permitted to fall out, of any window, door, balcony, stairway, passage or other part of the strata lot or common property.
- (c) No combustible, flammable or offensive material, except in a small amount of fuel normally used in outdoor barbecues, shall be stored in any strata lot.
- (d) Residents shall endeavor to conserve the plumbing system and electrical system of the building and any damage to any of these systems, caused by the wrongful act or omission or negligence of a resident or visitor shall be repaired at the expense of the owner.
- (e) No Live / Rreal Christmas tree is permitted in the strata lot at any time.



Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

9.(a) Council Eligibility

- 9.(a).1 The Spouse of an owner may stand for council.
 - (a).2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitle to register a lien against that strata lot under section 116(1) of the Act.
 - (a).3 No person may stand for council or continue to be on council with respect to a strata lot if there are amount owing to the strata corporation charged against the strata lot in respect of administrative fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
 - (a).4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the cost, including the legal costs, of remedying a contravention of the bylaw or rules for which the owner is responsible under section 131 of the Act.

34 VOTE "C" - BYLAW ADDITION

Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

27.(8) Proxies

- (a) An instrument appointing a proxy must be in writing signed by the appointer or his or her attorney, and may be either general or for a particular meeting.
- (b) A proxy need not be an owner.
- (c) Despite these bylaws on appointment of a proxy, if the owner's interest is subject to a registered mortgage and if the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and if the mortgagee has given written notice of the mortgage to the corporation, an instrument or proxy is not necessary to give the mortgagee the power to vote.
- (d) The mortgagee must indicate his or her presence at the calling of the roll and the mortgagee, rather than the owner, must be issued a voting card.

% VOTE "D" - BYLAW ADDITION

Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

31. Claims on Insurance Policies

- (1) In the event that loss or damage occurs to common property or limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that if the origin of the loss is within the interior confines of an individual Strata Lot, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot owner in whose lot the cause of the damage originated.
- (2) The foregoing will also hold true if the careless, negligent or inattentive acts of a Strata Lot owner or any member of their family or their guests or agents cause damage outside the Strata lot and the origination of the loss is anywhere on the premises.
- (3) In the event that an owner or any member of their family or their guests or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the Strata Lot owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full cost of repair or replacement of the damage done.
- (4) The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility supply line or sewer system that extends from common property into an individual unit, in which case the deductible shall be the responsibility of the Strata Corporation. It is further agreed and understood that where any loss or damage originates from "common property" as defined in the Strata Property Act and is not the responsibility of the Strata Lot owner as previously defined, payment of the deductible shall then be the responsibility of the Strata Corporation.
- (5) Damage to personal property of an owner or occupant of the unit, together with any upgrading, substituting or improvements or betterments to the unit that have been made or acquired by the present owner from those originally installed shall be the responsibility of the present owner.

34 VOTE "E" - BYLAW ADDITION

Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

32. Annual and Special General Meetings - Quorum



Notwithstanding section 48(3) of the Act, if within 1/2 hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in circumstances where the meeting was called by the strata council, if within 1/2 hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.



Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

33. An owner of a strata lot will not:

- (1) use. or permit any occupant of his or her strata lot to use his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (2) make, cause or produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (3) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or the common property or any limited common property such that it causes a disturbance or interferes with the comfort and enjoyment of any other owner or occupant;
- An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
- (5) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (6) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property any shopping cart or any other item designated from time to time by the strata council.
- (7) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except In accordance with rules and regulations made by the strata corporation from time to time by the strata council;

- shake, or permit any occupant of his or her strata lot or any quest, employee, agent or (8)invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse out of the windows or doors or from the balcony of a strata lot;
- permit a condition to exist within his or her strata lot which will result in the waste or excessive (9)consumption of the building's domestic water supply or heated water;
- allow his or her strata lot to become unsanitary or a source of odour; (10)
- feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of (11)the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- install, or permit any occupant of his or her strata lot or any guest, employee, agent or (12)invitee of the owner or occupant to install, any window coverings visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent (13)or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
 - erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance;
- T. the white (16) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from the exterior of a strata lot;
 - place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee (17)of the owner to place, any indoor-outdoor carpeting on any deck, patio balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;
 - give, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of (18)the owner to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
 - install, or permit any occupant of his or her strata lot or any guest, employee, agent or (19)invitee of the owner or occupant to install Christmas lightings before November 15th of the year approaching Christmas and must remove them before January 15th of the year following Christmas.
 - affix or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to permanently affix any affixtures to limited common area and the exterior envelope of the building. (i.e. no drilling into concrete, metal window frames, railings etc.)



Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

34. Moving In or Out

- (1) Any moving of large household items must be arranged through the Concierge or a council designated person at least 7 working days in advance.
- (2) All moves must take place between the hours of 8:00 AM and 4:00 PM. Any unauthorized moves may result in the imposition of a fine at the discretion of council.
- (3) All moves in the tower block must be made only through the back entrance through the loading dock at the back alley. No items are permitted to be transported via the Esplanade entrance of the front lobby, the 3rd floor side entrance by the Amenity room, or any of the parkade levels.
- (4) A resident must ensure that the lebby doors are not left open, ajar or unattended at all time.
 - (5) A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
 - (6) A non refundable booking fee of \$100 shall be levied against a strata lot for booking the elevator. This applies also to moving from one suite to another in the building.
 - (7) All moves must be completed within the 4 hours time frame allocated.

% VOTE "H" - BYLAW ADDITION

Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

35. Vehicles and Parking

- (1) An owner shall use the parking space(s) which has (have) been specifically assigned to their strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners.
- (2) No oil changes, repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on limited common or common property.
- -(3) The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- No vehicle shall park in a manner which will reduce the width of the garage roadway or another strata lot's assigned parking space.
 - (5) Only currently insured vehicles are permitted on the parking stalls.
 - (6) for unlicensed vehicles, storage insurance with third party liability is the minimum acceptable coverage. Proof of insurance (i.e. copy of the policy) must be forwarded to the Strata Management office.
 - (7) Vehicles dripping oil or other fluids must be removed until repairs are made to resolve the problem. The owner assigned to the stall is responsible for cleaning the parking stall. Failure to comply with this requirement will result in the Strata Council arranging for the clean-up at the owner's expense.
 - (8) Parking stalls shall be kept in a clean and tidy condition by the user and shall not be used for storage or for keeping items that are not specifically permitted by the Council or by rules.

- (9) The maximum speed limit in the parkade is 10 KM/HR; fines may be imposed for excess speed.
- (10) Upon entering or exiting the parkade, residents/occupants must wait until the gate completely closes behind them.
- (11) All guests must visibly display a valid parking pass. Written notes are not acceptable. Any vehicle not displaying a pass will be towed at the vehicle owner's expense without notice.
 - (12) Visitors may not park in the visitor parking stall for a period of longer than 48 hours in a week. If a resident has a guest staying longer than 48 hours, the resident must contact a member of the Strata Council or an appointed parking supervisor to advise how long the guest will be staying and confirm a departure date.
 - (13) Replacement of Residential Parking Passes are \$20.00 each, and replacement of Visitors Parking Passes are \$100.00 each

3/4 VOTE "I" - BYLAW ADDITION

Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw be added to the Strata Corporation bylaws:

36. Selling of Strata Lots

- 1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the area designated for such purpose.
- 2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner set out in (3) & (4) below.
- 3) Owners must, for security reasons, advise the Council of any "Open House" dates scheduled during the sale of a strata lot and owners must arranged to escort all open house clients from and to building entrances and for the duration of the open house visit.
- 4) In the absence of an owner, realtors must ensure they are available to greet all persons attending an "Open House" at the entrance to the building and escort them through the building at all times.
- 5) At no time, is anyform of soliciting within the building allowed, which includes approaching strata lot owners, leaving leaflets, name cards and other forms of printed materials on unit doors, mailboxes or in any common area of the building.

34 VOTE "J" - BYLAW AMENDMENT

Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw of the Strata Corporation be amended:

To Amend Bylaw 23. (a) and (b) to read:

23.(a) \$200 for each contravention of a bylaw, and gults you ?

23.(b) \$50 for each contravention of a rule.

% VOTE "K" - BYLAW AMENDMENT

Be it resolved, as a three-quarter (3/4) vote of the Owners of Strata Plan BCS 2787, The Esplanade, that the following bylaw of the Strata Corporation be amended:

To Amend Bylaw 28. (I) and (m) to read:

- 28. (I) elect a council, if the meeting is an Annual General Meeting
- 28.(m) deal with new business, including any matters about which notice has been given

TRIVELLERS WARRANTY GROUP

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SPECIAL GENERAL MEETING PROXY FORM

THE OWNERS OF THE ESPLANADE STRATA PLAN BCS 2787 MONDAY, JANUARY 25, 2009

1 /\ME\	
of	
in the Province of British Columbia, being the registered Owner	
ESPLANADE - BCS 2787 hereby appoint:	
or failing him/her	
or failing him/her	
as my (our) proxy for me (us) and on my (our) behalf at the Spectobe held on WEDNESDAY, <i>FEBRUARY 25, 2009</i> , and at any	-
SIGNED THIS DAY OF	2009
	(OWNERS SIGNATURE ON ABOVE LINE)
	(OWNERS SIGNATURE ON ABOVE LINE)