

**Strata Property Act**  
Form B  
**INFORMATION CERTIFICATE**  
(Section 59)

The Owners, Strata Plan **VR 2718** certify that the information contained in this certificate with respect to **Strata Lot 12, Unit 205** is correct as of the date of this certificate.

- (a) Monthly strata fee payable by the owner of the strata lot described above = **\$275.95.**
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*) = **\$0.00.**
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property of the common assets?  
 No       Yes
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved **\$0.00.**
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year – **\$0.00.**
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund = **\$34,547.97 in the Contingency Reserve Fund as at Sept. 30/09. (unaudited)**
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office?  
 No       Yes
- (h) Are there any resolutions passed by a ¾ vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office?  
 No       Yes
- (i) Has notice been given for any resolutions, requiring a ¾ vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?  
 No       Yes
- (j) Is the strata corporation party to any court proceeding or arbitration, and / or are there any judgements or orders against the strata corporation?  
 No       Yes
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?  
 No       Yes
- (l) Number of strata lots in the strata plan that are rented – **To the best of our knowledge, there are two (2) units rented in the strata plan at this time.**

**NOTE: Rental Restriction has been reached.**

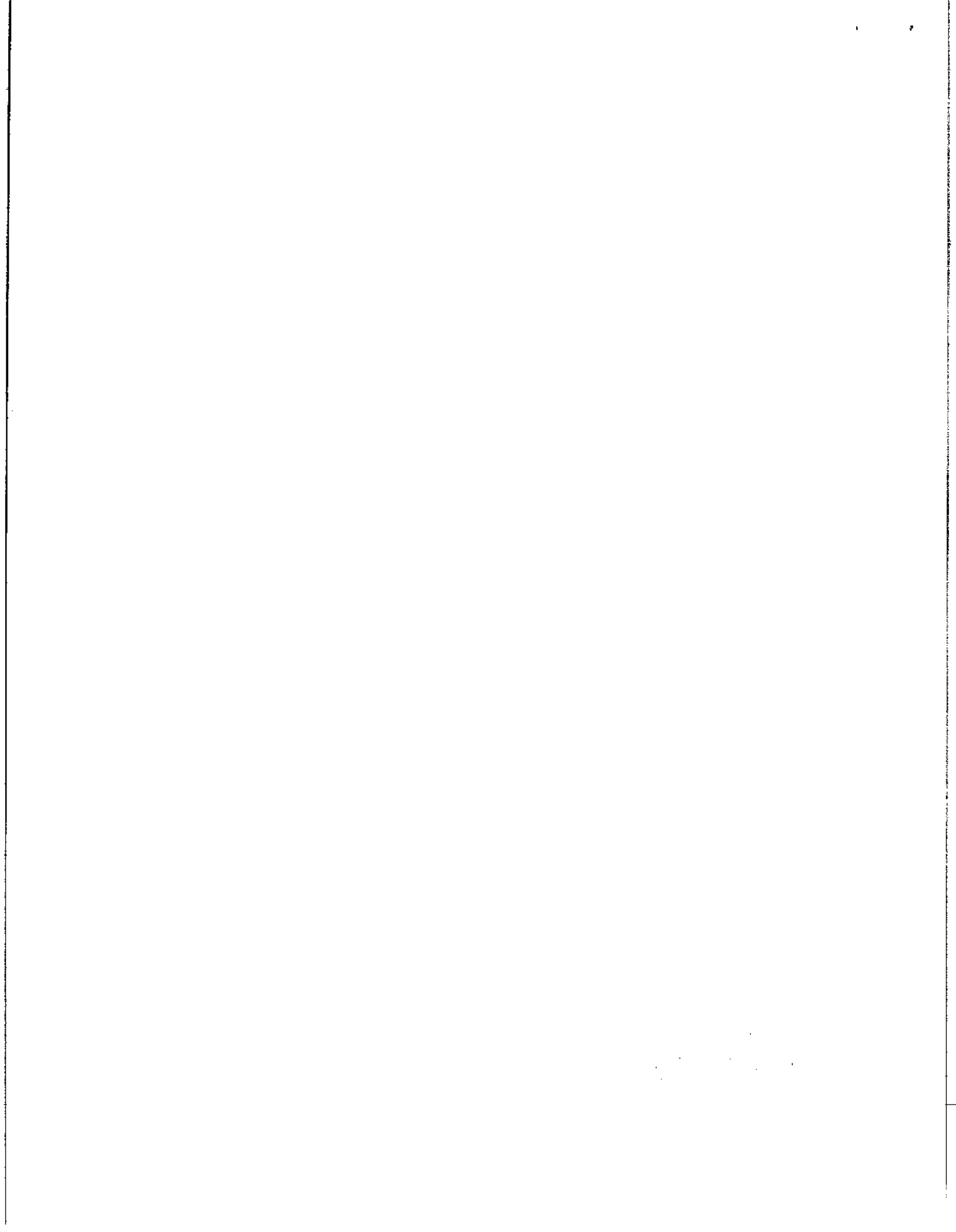
**Date: October 27, 2009**

\_\_\_\_\_  
Signature of Council Member

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Council Member  
(not required if Council consists of only one member)

OR

  
\_\_\_\_\_  
**Edwin Chung, Strata Manager**  
As Authorized Strata Manager  
c/o Pacifica First Management Ltd.  
218-2006 Main Street  
Vancouver, B.C. V5T 3C2



**MINUTES OF ANNUAL GENERAL MEETING**  
**STRATA PLAN VR 2718 – LAKEVIEW PLACE**  
**1950 East 11th Avenue, Vancouver, B.C.**

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**HELD:** On Monday, December 1, 2008 at 7:00 p.m. in the Recreation Room at 1950 East 11<sup>th</sup> Avenue, Vancouver, BC

**PRESENT:** 14 Owners in person or proxy, as per the Registration Sheet

**STRATA AGENT:** Bernie Leong, Pacifica First Management Ltd.

**CALL TO ORDER:** Council President, Ron Wilson, called the meeting to order at 7:00 p.m.

**CALLING OF THE ROLL, CERTIFICATION OF PROXIES, CORPORATE REPRESENTATIVES AND ISSUANCE OF VOTING CARDS:** The Strata Agent confirmed that the registration of owners, issuance of voting cards and election ballots was completed in accordance with the requirements of the Strata Property Act.

**QUORUM REPORT:**

Under the Strata Property Act the quorum is 33% of the eligible voters. Strata Plan VR 2718 has twenty – eight (28) Strata Lot Owners; therefore, the quorum requirement is ten (10) Owners present, in person or by proxy. There were eleven (14) Owners present; eight (8) in person; six (6) proxies at this meeting. There being a quorum present, the meeting was competent to proceed with the business on the agenda. Council President, Ron Wilson chaired the meeting. Introductions were made and the meeting commenced.

**PROOF OF NOTICE:**

It was Moved and Seconded that the Notice of Meeting dated November 10, 2007, was mailed in accordance with the requirements of the Strata Property Act. **CARRIED**

**APPROVAL OF AGENDA:**

It was Moved and Seconded to approve the Annual General Meeting Agenda as presented. **CARRIED**

**ADOPTION OF SPECIAL GENERAL MEETING MINUTES – JUNE 30, 2008:**

It was Moved and Seconded to adopt the minutes of the Special General Meeting held on June 30, 2008. **CARRIED UNANIMOUSLY**

**UNFINISHED BUSINESS:**

**Walkways Repairs Project:** Ron Wilson advised the Owners that VVV Engineering had finalized the specifications for the remedial repairs to the walkways and sent them to three contractors to submit their cost and time estimates to finish the work. After touring the site with the engineer, two of the three contractors submitted their estimates, and one did not because the

required work is beyond their capability. Ron reported to the Owners that the estimates from the two contractors are quite similar and both contractors are recommended by VVV Engineering. After much discussion, the Owners decided to direct the Council to obtain a third estimate from the contracting company which has worked extensively on the building before for further comparison. The Owners directed the Strata Agent not to disclose the dollar figures provided by the two contractors in the minutes of this meeting to avoid indirectly creating an influence on the estimate from the third contractor. Ron advised that once the third estimate is obtained, a Special General Meeting will be called to raise funds for the Walkway Repairs Project.

**PRESIDENT'S REPORT:**

Council President, Ron Wilson reported that during the past year the light fixtures in the building were replaced by energy-saving ones, and the used hot water tank was sold for \$1,300.00. Ron thanked the volunteers who helped complete the repairs on the back fence, the shrubbery and other summer jobs around the condo. During the next year, there will be opportunities for volunteers to sign up for other projects.

**There is also a reminder to all residents that during freezing weather it is important to disconnect all hoses to outside water taps as well the hose at the carwash.**

**REPORT ON INSURANCE:**

The insurance certificate for Strata Corporation VR 2718, as attached to the Notice of Meeting was reviewed by the owners.

*All owners and residents are reminded that the strata corporation's insurance policy does not provide coverage for individual contents, betterments or improvements (i.e. storage locker contents, clothing, furniture, decorating, upgrading of carpets, flooring etc. Owners and residents must carry their own "owner Package" insurance for this coverage, including any improvements. You should contact your home insurance company to determine if you have this coverage or not.*

**2008 / 2009 BUDGET – October 1, 2008 to September 30, 2009:**

It was Moved and Seconded to place the Proposed 2008/2009 Budget attached to the Notice of Meeting for discussion:

After discussions, the Chair called for the vote on the budget as presented. The vote was recorded as: **In Favour: 14; Opposed: 0; Abstentions: 0** **CARRIED UNANIMOUSLY**

**CONSIDERATION OF RESOLUTIONS:**

**¾ Vote Resolution 1 – Bylaws Amendment:**

**WHEREAS** the Owners, Strata Plan VR 2718, wish to amend the Bylaws of their Strata Corporation:

**BE IT RESOLVED** by a ¾ vote resolution of the Owners, Strata Plan VR 2718, that Bylaw 12 of their Strata Corporation be amended by adding section 12.4 which reads as follows:

12.4 At least FORTY-EIGHT (48) hours prior to the moving date, a resident must pay the Strata Corporation a refundable damage deposit of TWO-HUNDRED-DOLLAR (\$200.00). This deposit will be refunded upon completion of the move-in or move-out if no damage has been caused.

The Owners discussed the proposed bylaws amendment and found that it would be more convenient for the management company to collect the “move-in” surcharge of \$50.00, as per Bylaw 12.3 of the VR 2718, from the strata lot owner whenever there is a move into or out of a strata unit. After discussion, the Chair called for the vote. The vote was recorded as follows:

**In Favour: 2; Opposed: 12; Abstentions: 0**

**DEFEATED**

**¾ Vote Resolution 2 – Transfer of the 2007 Year-End Retained Earnings to the Contingency Reserve Fund:**

**BE IT RESOLVED** by a ¾ Vote of the Owners Strata Plan VR 2718 that: *transfer of the 2007 year-end retained earnings of \$18,496.69 to the Contingency Reserve Fund be ratified and approved.*

After discussion, it was Moved and Seconded to amend the resolution by changing the amount to be transferred to \$10,000.00.

The Chair called for the vote on the amendment. The vote is recorded as:

**IN FAVOUR: 14; OPPOSED: 0; ABSTENTIONS: 0** **CARRIED UNANIMOUSLY**

The Chair then called for the vote on the resolution, as amended, as follows:

**BE IT RESOLVED** by a ¾ Vote of the Owners Strata Plan VR 2718 that: *transfer of the 2007 year-end retained earnings of \$10,000.00 to the Contingency Reserve Fund be ratified and approved.*

The vote is recorded as:

**IN FAVOUR: 14; OPPOSED: 0; ABSTENTIONS: 0** **CARRIED UNANIMOUSLY**

**ELECTION OF 2008/2009 STRATA COUNCIL – VR 2718:**

The members of Council for 2007/2008 automatically retired from their positions, pursuant to the *Strata Property Act*, but are eligible for re-election.

It was Moved and Seconded to open the floor for nominations for the 2008/2009 Strata Council. The following owners were nominated for Council for 2008/2009:

Ron Wilson	Unit 107	Kevin MacGillivray	Unit 201
Kim Larson	Unit 404	Luigi Sarno	Unit 307

It was Moved and Seconded that nominations are closed and the owners nominated be elected as the 2008/2009 Strata Council for VR 2718 – Lakeview Place.

**CARRIED UNANIMOUSLY**

**ADJOURNMENT**

There being no further business to discuss the Annual General Meeting adjourned at 8:20 p.m. on a Motion from the Chair.

**ATTENTION**

Please keep these minutes on file as a permanent legal record of your Strata Corporation's business. Replacement of either minutes or bylaws will be at the expense of the owner, not the Strata Corporation.

Under the *Strata Property Act*, Strata Agents work for the owners of the Strata Corporation. Under *the Strata Property Act* and *the Privacy Act*, when selling your unit the Strata Agent may only communicate with the owner or the seller's agent upon presentation of the written verification of such a relationship.

The Strata Agent can not communicate information about the Strata Corporation or your strata lot with purchasers or the agent for the purchaser without written authorization from the owner. All questions or concerns should be directed to the owner of the unit or the owner's agent.

The Owners' Strata Plan VR 2718 - Lakeview Place

1950 East 11<sup>th</sup> Avenue, Vancouver, BC V5N 1Z2

2008 - 2009 Adopted Operating Budget

	Adopted Budget	Year-End	VARIANCE	Adopted Budget
	Oct 1, 2007 to	Oct 1, 2007 to	Oct 1, 2007 to	Oct 1, 2008 to
	Sep 30, 2008	Sep 30, 2008	Sep 30, 2008	Sep 30, 2009
<b>INCOME</b>				
Maintenance Fees	\$ 94,860.70	\$ 94,860.96	\$ 0.26	\$ 94,860.70
Interest Income - O/F	\$ -	\$ 710.85	\$ 710.85	\$ -
Interest Income - CRF	\$ -	\$ 1,688.13	\$ 1,688.13	\$ -
Interest Income - Building Decoration	\$ -	\$ 0.07	\$ 0.07	\$ -
Interest Income - HWT	\$ -	\$ 32.28	\$ 32.28	\$ -
Interest Income - Balcony Repairs	\$ -	\$ 276.42	\$ 276.42	\$ -
Move In/Out Income	\$ -	\$ 100.00	\$ 100.00	\$ -
NSF Fines Waived	\$ -	\$ (31.80)	\$ (31.80)	\$ -
Other Income - Gas Consumption	\$ -	\$ 261.00	\$ 261.00	\$ -
Other Income - Sale of Old HWT	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -
Late Fee	\$ -	\$ 800.00	\$ 800.00	\$ -
Closing of HWT Capital Account	\$ -	\$ 212.22	\$ 212.22	\$ -
Use Contributed Surplus	\$ -	\$ -	\$ -	\$ 6,134.74
<b>Total Income:</b>	<b>\$ 94,860.70</b>	<b>\$ 100,210.13</b>	<b>\$ 5,349.43</b>	<b>\$ 100,995.44</b>
<b>EXPENSES</b>				
Annual Fireline Testing	\$ 500.00	\$ -	\$ 500.00	\$ 450.00
Bank Service Charges	\$ 200.00	\$ 180.00	\$ 20.00	\$ 216.00
Electricity	\$ 3,000.00	\$ 2,917.16	\$ 82.84	\$ 3,150.00
Elevator & License	\$ 2,200.00	\$ 2,477.56	\$ (277.56)	\$ 2,575.00
Garbage Disposal	\$ 1,320.00	\$ 1,540.08	\$ (220.08)	\$ 1,600.00
Gas	\$ 23,000.00	\$ 23,697.34	\$ (697.34)	\$ 26,000.00
Insurance	\$ 8,000.00	\$ 7,910.00	\$ 90.00	\$ 9,550.00
Janitorial	\$ 3,265.00	\$ 3,264.00	\$ 1.00	\$ 3,300.00
Landscaping	\$ 5,300.00	\$ 4,239.37	\$ 1,060.63	\$ 5,000.00
Legal and Accounting	\$ -	\$ 500.00	\$ (500.00)	\$ -
Management	\$ 9,349.20	\$ 9,283.05	\$ 66.15	\$ 9,631.44
Maintenance / Repairs Expense *	\$ 21,137.80	\$ 32,804.26	\$ (11,666.46)	\$ 21,000.00
Recycling	\$ 180.00	\$ 1,493.50	\$ (1,313.50)	\$ 295.00
Security & Alarm Testing	\$ 385.00	\$ 474.30	\$ (89.30)	\$ 493.00
Supplies - General	\$ 2,200.00	\$ 3,043.66	\$ (843.66)	\$ 2,200.00
Supplies - Postage & Copy	\$ 1,300.00	\$ 763.87	\$ 536.13	\$ 1,000.00
Water & Sewer	\$ 4,000.00	\$ 5,109.39	\$ (1,109.39)	\$ 5,200.00
Balcony Repair and Exterior Building Painting	\$ -	\$ 370.60	\$ (370.60)	\$ -
Insurance Appraisal	\$ -	\$ -	\$ -	\$ 577.50
Miscellaneous	\$ 500.00	\$ -	\$ 500.00	\$ -
Special General Meeting Expense	\$ -	\$ -	\$ -	\$ 157.50
Window Cleaning	\$ 400.00	\$ -	\$ 400.00	\$ -
<b>Sub-Total of Expenses</b>	<b>\$ 86,237.00</b>	<b>\$ 100,068.14</b>	<b>\$ (13,831.14)</b>	<b>\$ 92,395.44</b>
Contingency Reserve Fund	\$ 8,623.70	\$ 8,623.70	\$ -	\$ 8,600.00
Interest - Contingency	\$ -	\$ 1,688.13	\$ (1,688.13)	\$ -
Interest - Balcony Repairs	\$ -	\$ 276.42	\$ (276.42)	\$ -
Interest - Bldg. Décor. Levy	\$ -	\$ 0.07	\$ (0.07)	\$ -
Interest - Hot Water Tank	\$ -	\$ 32.28	\$ (32.28)	\$ -
Transfer from Hot Water Tank	\$ -	\$ 212.22	\$ (212.22)	\$ -
Transfer Balcony Repair to Capital	\$ -	\$ (24,241.99)	\$ 24,241.99	\$ -
<b>Total Expenses</b>	<b>\$ 94,860.70</b>	<b>\$ 86,658.97</b>	<b>\$ 8,201.73</b>	<b>\$ 100,995.44</b>
<b>Surplus / (Deficit)</b>		<b>\$ 13,551.16</b>	<b>\$ 13,551.16</b>	

**The Owners' Strata Plan VR 2718 - Lakeview Place**

1950 East 11<sup>th</sup> Avenue, Vancouver, BC V5N 1Z2

2008 - 2009

**Monthly Strata Fees**

SUITE NO.	STRATA LOT NO.	UNIT ENTITLEMENT	ADOPTED MONTHLY FEES LESS CONTINGENCY	ADOPTED MONTHLY CONTINGENCY	ADOPTED TOTAL MONTHLY FEES
101	1	828	\$ 246.46	\$ 24.57	\$ 271.03
102	2	842	\$ 250.63	\$ 24.99	\$ 275.62
103	3	821	\$ 244.38	\$ 24.36	\$ 268.74
104	4	862	\$ 256.58	\$ 25.58	\$ 282.16
105	5	853	\$ 253.90	\$ 25.31	\$ 279.21
106	6	896	\$ 266.70	\$ 26.59	\$ 293.29
107	7	1043	\$ 310.46	\$ 30.95	\$ 341.41
201	8	816	\$ 242.88	\$ 24.22	\$ 267.10
202	9	846	\$ 251.81	\$ 25.11	\$ 276.92
203	10	831	\$ 247.35	\$ 24.66	\$ 272.01
204	11	846	\$ 251.81	\$ 25.11	\$ 276.92
205	12	843	\$ 250.92	\$ 25.03	\$ 275.95
206	13	1043	\$ 310.46	\$ 30.95	\$ 341.41
207	14	1042	\$ 310.17	\$ 30.91	\$ 341.08
301	15	675	\$ 200.92	\$ 20.03	\$ 220.95
302	16	834	\$ 248.25	\$ 24.75	\$ 273.00
303	17	829	\$ 246.76	\$ 24.60	\$ 271.36
304	18	845	\$ 251.52	\$ 25.08	\$ 276.60
305	19	833	\$ 247.95	\$ 24.72	\$ 272.67
306	20	1042	\$ 310.17	\$ 30.91	\$ 341.08
307	21	1041	\$ 309.85	\$ 30.90	\$ 340.75
401	22	691	\$ 205.67	\$ 20.51	\$ 226.18
402	23	694	\$ 206.57	\$ 20.60	\$ 227.17
403	24	821	\$ 244.38	\$ 24.36	\$ 268.74
404	25	844	\$ 251.22	\$ 25.05	\$ 276.27
405	26	831	\$ 247.35	\$ 24.66	\$ 272.01
406	27	1042	\$ 310.17	\$ 30.91	\$ 341.08
407	28	716	\$ 213.12	\$ 21.25	\$ 234.37
<b>TOTAL:</b>	<b>28</b>	<b>24,150</b>	<b>\$ 7,188.41</b>	<b>\$ 716.67</b>	<b>\$ 7,905.08</b>

**ANNUAL TOTAL: \$ 86,260.92 \$ 8,600.04 \$ 94,860.96**





International Risk and Insurance Services

BFL CANADA Insurance Services Inc.  
 1177 West Hastings Street, Suite 200  
 Vancouver, British Columbia V6E 2K3  
 Tel: (604) 669-9600  
 Fax: (604) 683-9315  
 Toll Free: 1-866-669-9602

ENDORSEMENT NO. 01

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF THE POLICY BFL04VR02718, EFFECTIVE AS OF August 12, 2009

IT IS HEREBY UNDERSTOOD AND AGREED THAT: SECTION I - PROPERTY, Sub Section A., All Property and SECTION VI - EQUIPMENT BREAKDOWN, Sub Section B., Direct Damage including Repair or Replacement, By Laws coverage, Off Premises Power are amended to read as follows and not as previously written.

Previous Policy No. BFL04VR02718

Renewal Policy No. BFL04VR02718

**NAMED INSURED** The Owners, Strata Plan VR2718, acting on their own behalf or as a Strata Corporation &/or as Trustees or Agents on behalf of all Registered Unit Owners.  
**MAILING ADDRESS** Pacifica First Management Ltd (As Property Manager)  
 218 -2006 Main Street, Vancouver, BC V5T 3C2  
**POLICY PERIOD** From: August 1, 2009 To: August 1, 2010  
 12:01 a.m. standard time at the location of the premises as to each of the said dates  
**INSURED LOCATION** 1950 E. 11th Avenue, Vancouver, BC V5N 1Z2  
 LAKEVIEW PLACE  
**CONSTRUCTION** Frame 4 Storeys 1 Building  
**OCCUPIED BY INSURED AS** 28 Residential Units 0 Commercial Unit

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

INSURING AGREEMENT	DEDUCTIBLE	LIMIT
<b>SECTION I - PROPERTY (Revision date Aug 24, 2006 /RB)</b>		
A. All Property - All Risks, Blanket By-Laws, Stated Amount Co-Insurance, Guaranteed Replacement Cost, Water Ingress Exclusion.		\$ 5,800,000
All Risks	\$ 1,000	
Sewer Backup Damage	\$ 5,000	
Water Damage	\$ 5,000	
Earthquake Damage	% 10	
Flood Damage	\$ 10,000	
Lock & Key	\$ 250	\$ 10,000
B. Business Interruption (Gross Rents), 100% Co-Insurance, Indemnity Period (Months): N/A		Not Covered
<b>SECTION II - CRIME (Form 500000-05, Rev. Jan 2000)</b>		
I. Comprehensive Dishonesty, Disappearance and Destruction - Form A		\$ 10,000
II. Loss Inside the Premises		\$ 5,000
III. Loss Outside the Premises		\$ 5,000
IV. Money Orders and Counterfeit Paper Currency		\$ 5,000
V. Depositors Forgery		\$ 5,000
<b>SECTION III - COMMERCIAL GENERAL LIABILITY (Form 000102, Rev. Nov 2005)</b>		
A. Bodily Injury & Property Damage Liability - Per Occurrence	\$ 500	\$ 10,000,000
General Aggregate Limit - Aggregate	\$ 500	\$ 10,000,000
Products and Completed Operations - Aggregate	\$ 500	\$ 10,000,000
B. Personal and Advertising Injury Liability - Per Occurrence		\$ 10,000,000
C. Medical Payments - Any One Person		\$ 5,000
Medical Payments - Per Occurrence	\$ 500	\$ 25,000
D. Tenants Legal Liability		\$ 500,000
Non-Owned Automobile Endorsement SPF #6 - Form 335002-02 - Per Occurrence		\$ 10,000,000
Contractual Liability Endorsement SEF #94 - Form 335100-01 - Per Occurrence	\$ 500	\$ 10,000,000
Excluding Long Term Leased Vehicle Endorsement SEF#99 - Form 335300-02 - Per Occurrence		\$ 10,000,000
Limited Pollution Liability Coverage Endorsement - Form 000114-02 - Aggregate	\$ 500	\$ 1,000,000
Employee Benefit Liability - Form 000200 - Aggregate		\$ 1,000,000
<b>SECTION IV - CONDOMINIUM DIRECTORS &amp; OFFICERS LIABILITY</b>		
Claims Made Form (Including Property Manager)		\$ 2,000,000
<b>SECTION V - EXTERIOR GLASS (Form 820000-02, Rev. Nov 1998)</b>		
Residential	\$ 500	Blanket
Commercial	N/A	Not Covered

**SUBSCRIPTION**

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

This Certificate is not valid unless countersigned by an Authorized Representative of the Insurer(s).

E. & O.E.

Date: September 29, 2009

BFL CANADA Insurance Services Inc.

AUTHORIZED REPRESENTATIVE



International Risk and Insurance Services

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

INSURING AGREEMENT		DEDUCTIBLE	LIMIT
<b>SECTION VI - EQUIPMENT BREAKDOWN</b>			
A	Objects Insured - objects as described and defined for Standard Comprehensive Form, Data Processing Equipment and Electronic Equipment Included.		
B	Direct Damage including Repair or Replacement, By Laws coverage, Off Premises Power Sub Limits: - Ammonia Contamination - Water Damage - Expediting Expenses - Professional Fees - PCB Contamination	\$ 500	\$ 5 800,000
C	Business Interruption/Extra Expense Loss of Profits - Rents, indemnity Period (Months): N/A	24 Hour Waiting Period 24 Hour Waiting Period	\$ 100,000 \$ 100,000 \$ 100,000 \$ 100,000 \$ 100,000 \$ 100,000 Not Covered
<b>SECTION VII - POLLUTION LIABILITY - Claims Made Form</b>			
Limit of Liability - Each Loss, Remediation Expense or Legal Defense Expense		N/A	Not Covered
Aggregate		N/A	Not Covered
<b>SECTION VIII - VOLUNTEER ACCIDENT</b>			
Principal Sum		N/A	Not Covered
<b>SECTION IX - COMPANY FEE</b>			
Company Fee			
<b>LOSS IF ANY PAYABLE TO:</b>		To all Registered Unit Owners &/or other Mortgagees as their interest may appear and as shown in the Land Registration District Office applicable to the said Property. (The Standard Mortgage Clause is applicable unless Special Mortgage Clause attached)	
<b>TOTAL RETURN PREMIUM</b>		\$	-560.00

LIST OF INSURERS				
Insurance Company	Section	Participation %	Master Policy No.	
AIG Commercial Insurance Company of Canada	PROPERTY	25.0%	BFL SPW001	
Aviva Insurance Company of Canada	COMMERCIAL GENERAL LIABILITY	100.0%	BFL SPW001	
	CRIME	100.0%		
	EXTERIOR GLASS	100.0%		
	PROPERTY	25.0%		
AXA Pacific Insurance Company	EQUIPMENT BREAKDOWN	100.0%	5507420	
	PROPERTY	25.0%	BFL SPW001	
Can-Sure Underwriting	COMPANY FEE	100.0%		
Certain Underwriters at Lloyds' of London under contract NA08CA03, as arranged by Can-Sure Underwriting Ltd.	PROPERTY	12.5%	BFL SPW001	
Certain Underwriters at Lloyds' of London under contract NA09CA01, as arranged by Can-Sure Underwriting Ltd.	PROPERTY	12.5%	BFL SPW001	
Great American Insurance Group	CONDOMINIUM DIRECTORS & OFFICERS LIABILITY	100.0%	D14100	

93 OCT -7 12 34

36363698

LAND TITLE OFFICE  
NEW WESTMINSTER, B.C.  
V3L 5B3

OCTOBER 7, 1993  
(Date)

Registrar  
Land Title Office  
88 - 6th Street  
New Westminster, B.C.  
V3L 5B3

Dear Sirs:

Please accept for filing the attached FORM 9 for Strata Plan VR 2718.

PLEASE REGISTER BYLAWS AS AMENDED

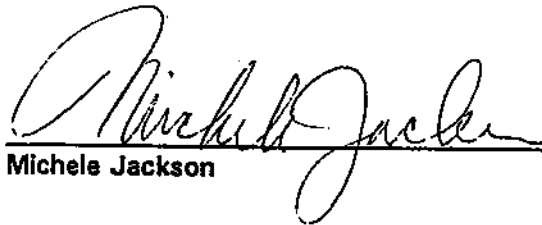
Thank you.

ASCENT REAL ESTATE MANAGEMENT CORPORATION

#260 - 3665 Kingsway

Vancouver, B.C. V5R 5W2

Phone: 431-1800 FAX: 431-1818

  
Michele Jackson

FORM 9

NOTIFICATION OF CHANGE OF BY-LAWS

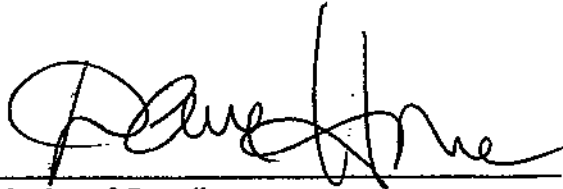
(Section 26 (1) & (2) of the Condominium Act)

The Owners, Strata Plan VR 2718 (a Strata Corporation) hereby certifies that by special resolution duly passed on the 14th day of September, 1993, the by-laws of Part V of the Condominium Act, as they applied to the said Strata Corporation, were added , amended or repealed as follows:

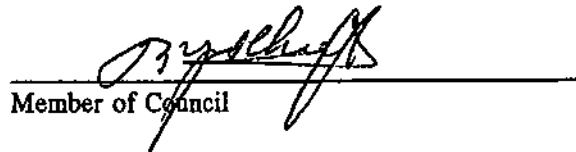
**Bylaw 15: Rental Restrictions (see attached)**

The Common Seal of The Owners, Strata Plan No. VR 2718 was hereunto affixed this

5th day of October, 1993, in the presence of:



Member of Council



Member of Council

**STRATA PLAN VR 2718  
LAKEVIEW PLACE  
1950 EAST 11TH AVENUE  
VANCOUVER, B.C. V5N 1Z2**

**BYLAWS**

**Bylaw 1: Use of Strata Lots**

- 1.1 The strata lot shall be used exclusively as a private dwelling home for one family, which may include one live-in housekeeper or nurse, unless otherwise approved in writing by the Strata Council.
- 1.2 Any owner of a strata lot who leases his lot without submitting a Form D in accordance with Section 25 (1) of the Strata Titles Act shall be liable to a fine of \$50.00 for every month or part thereof that a tenant is in occupancy of the lot.
- 1.3 No owner shall permit any activity on his strata lot or on any common property that is contrary to any statute, ordinance, bylaw, rule or regulation of any government authority whether Federal, Provincial, Municipal, Strata Corporation or otherwise.

**Bylaw 2: Maintenance Payments**

- 2.1 Monthly maintenance payments are due and payable on or before the first day of each month. Maintenance fees not received by the 15th of the month in question will be subject to the following described penalty: \$50.00 for each month or portion thereafter.
- 2.2 When arrears aggregate two monthly maintenance payments a lien may be placed on the strata lot involved at the owner's expense for the total monies due, including all legal and other expenses.
- 2.3 An owner whose maintenance fees are not paid for two (2) successive months may have a lien, Certificate of Default in Payment, filed upon the title to his/her strata lot.
- 2.4 The cost of filing liens referred to in Bylaw 2.3, including administration, Land Title Office and legal fees, shall be added to the monthly maintenance due from the delinquent owner.

**Bylaw 3: Disturbance of Others**

- 3.1 No noises shall be made in or about any strata lot or on the common property which in the opinion of the Strata Council interfere with the enjoyment by others of other strata lots or the common property.
- 3.2 Noises in and about VR 2718 should be kept to a minimum between eleven o'clock in the evening (11:00 p.m.) and seven o'clock in the morning (7:00 a.m.).
- 3.3 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out any window, door, passage, or other parts of the strata lot or the common property.
- 3.4 No resident shall obstruct, encumber or use for any purpose other than ingress to or egress from the strata lot, the sidewalks, entrances, loading space, stairways, lobbies or halls.
- 3.5 Cycling on common property including sidewalks and pathways is prohibited but excluding access driveways.
- 3.6 Carpentry or similar alterations shall be limited to the hours between eight o'clock in the morning (8:00 a.m.) and eight o'clock in the evening (8:00 p.m.).
- 3.7 No owner, guest or visitor shall be permitted to trespass on Limited Common Property to which another owner is entitled to exclusive occupation.

#### **Bylaw 4: Hazards**

- 4.1 Any damage occurring due to the keeping of waterbeds will be charged to the owner of the strata lot.
- 4.2 Any damage to common property caused by negligence of the owner, occupants of his strata lot or his guests will be charged to the owner of the strata lot.

#### **Bylaw 5: Cleanliness**

- 5.1 Rubbish, dust, garbage, boxes, packing cases, shoes, carpets or the like shall not be thrown, piled, or stored in corridors, stairways, or any other parts of the common property.
- 5.2 All household refuse shall be contained in suitable plastic bags and deposited in the common garbage containers.
- 5.3 Any material other than ordinary household refuse and garbage shall be removed from the common property by the individual owner or resident of the strata lot.
- 5.4 Anything other than what is permitted by the Bylaws or Rules and Regulations shall not be stored on patios, balconies or common property. If items are stored in violation of the Bylaws or Rules and Regulations, the items will be removed by the Strata Council with notification.

#### **Bylaw 6: Exterior Appearance**

- 6.1 No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior approval of the Strata Council.
- 6.2 No awning, shade, screen, air-conditioning unit, smoke stack, radio or television antenna shall be hung from or attached to the exterior of the building or strata lot, without prior written consent of the Strata Council.
- 6.3 One only rack clothes dryer, movable and not exceeding 120 cm. in height and/or width, may be used per strata lot. Otherwise no laundry, clothing, bedding, or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building. Balconies shall not be used for storage purposes.
- 6.4 Horizontal venetian blinds which are white or cream in colour shall be the only visible window treatment from the exterior of the building to maintain a consistent appearance.
- 6.5 No enclosures of limited common property or other structural alterations either to the interior or the exterior of the building shall be made, nor the wiring, plumbing, piping, or other services altered or supplemented on the strata lot or within any walls or on the common property without prior written approval of the Strata Council.

#### **Bylaw 7: Bicycles**

- 7.1 Bicycles shall not be stored on balconies, limited common property, common property or any other area of the Strata Corporation except the bicycle storage room or such other areas as designated by the Strata Council.

#### **Bylaw 8: Automobile/Parking Garage**

- 8.1 A resident shall use only the parking space(s) assigned to his strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. All private arrangements concerning the use of parking spaces shall be registered with the Strata Council. He shall not lease or rent his assigned space(s) to a non-resident.
- 8.2 No major repairs or adjustments shall be made to motor vehicles on the premises.

- 8.3 Guest parking shall not be permitted in the spaces other than the space(s) assigned to the strata lot owner they are visiting.
- 8.4 A maximum speed of 10 kph shall apply to the common property.
- 8.5 The user of each parking stall is responsible for the clean up of any excessive oil spills in the stall. Continuous oil spills will result in prohibition from parking on common property until vehicle is repaired.
- 8.6 No vehicle exceeding 9,000 lbs. G.V.W. shall be parked or brought into the common property without consent of the Strata Council, except when used in delivery to or removal from the premises. Trailers, boats, campers and motor homes are not allowed in common areas unless written approval of the Strata Council is granted.
- 8.7 In accordance with the Fire Marshall's Act, no parking is allowed anywhere along the fire routes, or in any area not specifically designated as a parking space. Nor shall a vehicle park in a manner which will reduce the width of the access driveway.
- 8.8 Any vehicle which does not comply with Section 8.7 will be removed at the owner's expense.
- 8.9 Vehicles shall be washed only in the designated area.
- 8.10 Incoming vehicles have the right-of-way at the garage door.
- 8.11 Use of car horns upon entering, leaving or within the parking area is prohibited.

#### **Bylaw 9: Storage Lockers**

- 9.1 No flammable substances shall be stored in the locker area.

#### **Bylaw 10: Animals**

- 10.1 No birds shall be fed from any strata lot or the common property.
- 10.2 Owners will be responsible for the clean-up or repair of damage caused by their pets or pets of their visitors. Owners should inform visitors of the bylaws concerning pets.
- 10.3 No animals shall be kept in a strata lot or the common property without prior approval in writing of the Strata Council.
- 10.4 Animals being kept in a strata lot or the common property at the time of passage of Bylaw 10 are exempt. However, they must be registered as described in Bylaw 10.5 within one (1) month of passage date. In addition, these animals may not be replaced without obtaining written approval of the Strata Council.
- 10.5 All animals approved under Bylaw 10.3 are to be registered with the Strata Council. Registration shall include a description and photograph of the pet and the name and address of the owner.
- 10.6 All pets shall be controlled on a leash while on the common property.
- 10.7 Owners or residents are not allowed to keep animals of any kind that have not had proper medical treatment as defined by the S.P.C.A. Dogs and cats should have all inoculations required by the bylaws of the City of Vancouver.
- 10.8 Owners or residents are not allowed to keep animals, or pets of any kind, that have not been licensed as required by the bylaws of the City of Vancouver.
- 10.9 No cats or dogs may be left unattended in a strata lot for a period exceeding twenty-four (24) hours.

**Bylaw 11: Security**

- 11.1 Residents are responsible for anyone they admit to the common property.
- 11.2 Residents shall not admit anyone who phones on the enterphone, or otherwise seeks access to the common property, unless they are satisfied he/she wishes to enter the premises for legitimate reasons.

**Bylaw 12: General**

- 12.1 In cases of infractions of the Bylaws, Rules and Regulations, fines will be levied by the Strata Council and the fines shall be added to or become a part of the assessment of that owner and shall become due and payable on the date for the payment of the owner's next monthly assessment fee.
- 12.2 An owner may appeal any levy of a fine by the Strata Council by either presenting their case in writing or appearing and presenting their position in person at the next Strata Council meeting, at which time the Strata Council may at their discretion reconsider the levy.
- 12.3 A strata lot surcharge of \$50.00 is payable by certified cheque or money order to STRATA PLAN VR 2718. This surcharge is known as a "moving-in" fee for wear and tear sustained to the property during a move and must be paid prior to occupancy. This amount is non-refundable."

**Bylaw 13: Insurance Deductible**

- 13.1 Subject to Bylaw 13.2 and 13.3 an owner shall upon the request of the Strata Council pay for any insurance deductible regarding a claim made upon the insurance of the Strata Corporation VR 2718.
- 13.2 The Strata Council shall determine whether the Strata Corporation or an owner shall pay for the insurance deductible in each instance when the insurance claim is based upon the insurance policy of the Strata Corporation. This determination by the Strata Council shall be binding upon the owner.
- 13.3 It shall be the policy of the Strata Corporation that if the Strata Council determines that an owner, his family, his visitor, his employee or his agent has any degree of control over events which led to damage being sustained to the strata lot or common property, whether negligent or not, the owner will be responsible for payment of the insurance deductible.

**Bylaw 14: Penalties/Fines**

- 14.1 An owner will be charged a penalty for violation of any of the Bylaws. The penalties will be \$50 for the first offence, \$75 for the second offence and \$100 for the third and each subsequent offence.
- 14.2 An owner will be charged a penalty for failing to provide the management company with a completed Form D prior to a tenant's occupancy. The penalty shall be \$50 for the first month, \$75 for the second month and \$100 for the third and each subsequent month.
- 14.3 Any person charged a penalty under these bylaws will have the right to put his case in writing and/or in person within thirty (30) days to the Strata Council whose determination in the matter will be final.
- 14.4 Owners will be given notification of any violations under section 14.1, 14.2, 14.3 and 14.4 prior to enforcement of any penalty.



## **Bylaw 15: Rental Restrictions**

1. (a) Subject to the Condominium Act of British Columbia, the number of strata lots within Strata Plan VR 2718 that may be leased at any one time is restricted to two (2).
  - (b) An owner who leases his strata lot shall provide to the Strata Corporation a Form D Tenant's Undertaking in accordance with Sections 46 and 47 of the Condominium Act. Failure to provide a Form D within ten (10) days of the commencement of the tenancy shall be cause for a fine of \$50.00 for each month of breach against the strata lot owner.
  - (c) For the purposes of enforcement of this Bylaw, a tenant shall be defined to include:
    - (i) Any person not a member of the immediate family of the owner;
    - (ii) Any person beneficially owning less than 50% of the shares, which carry the right to vote, of a corporate owner;
    - (iii) Any person owning less than 40% undivided registered or beneficial interest in the strata lot.
  - (d) Should any owner of a strata lot lease his strata lot in contravention of the limitations contained in this bylaw, save and except Form D, the Strata Council shall be entitled to take any one or more of the following actions:
    - (i) An owner leasing in breach of this bylaw must immediately give his tenant notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing such residential tenancies;
    - (ii) Levy a fine not to exceed \$15.00 per day for each day of contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the owner of the strata lot and the Strata Council is hereby authorized to take all steps necessary to collect such amounts from any owners;
    - (iii) Seek a declaration of any Court of competent jurisdiction with regard to the enforcement and/or an injunction to prevent the continued leasing of such strata lot; and upon receiving such declaration and/or injunction, the reasonable cost of obtaining the same shall be the responsibility of the strata lot owner contravening the provisions of this by-law and shall be recoverable on a solicitor and client basis by the Strata Corporation;
    - (iv) Should any portion of this bylaw be deemed unenforceable by a Court of competent jurisdiction then for the purpose of interpretation and enforcement of the bylaw each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
2. When a strata lot ceases to be a rental, by sale or owner occupancy, the strata lot loses the rental status.
  3. The non-resident owners of the strata lots who own rental units as of the September 1993 Annual General Meeting that exceed two (2) are permitted to continue renting. However, when any of the permitted non-residents sell their unit, the right to rent that strata lot will cease. This will continue to the maximum permitted rentals of two (2) at which time Bylaw 15 will apply.
  4. In the case where an owner is unable to reside in the strata lot, such as transfer, extended vacation, or other special circumstances, the owner may, upon approval of the application to the Strata Council, be permitted to lease the strata lot to a maximum of twelve (12) months. Application for a period greater than one (1) year may be made to Strata Council in case of hardship.
  5. No tenant shall be permitted to sublet.

