

**NOTICE OF THE
ANNUAL GENERAL MEETING
OF
THE OWNERS OF STRATA PLAN BCS207
SIENA OF PORTICO
1418, 1428 WEST 6TH AVENUE
1405 - 1451 WEST 7TH AVENUE
2285, 2295 HEMLOCK STREET
VANCOUVER, BC**

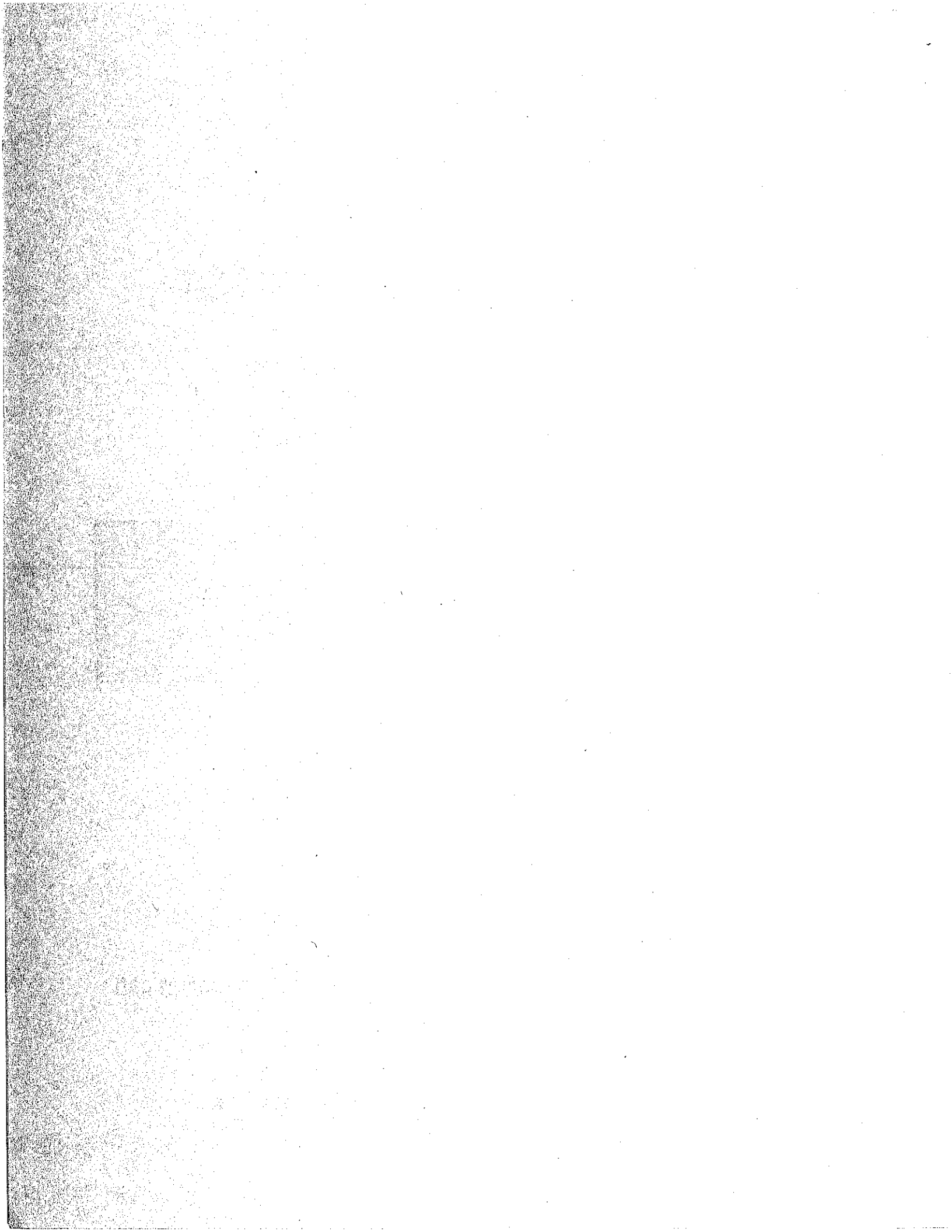
To be held
Wednesday, May 19, 2010
at 7:00 p.m.

Meeting Location:

Vancouver Masonic Centre
1495 West 8th Avenue
Vancouver, B.C.

Registration will commence at 6:30 p.m.
All owners are asked to arrive before 7:00 p.m. so the meeting can
commence on time.

Notice of meeting package dated April 29, 2010



**NOTICE OF ANNUAL GENERAL MEETING
OF THE OWNERS OF STRATA PLAN BCS207**

TABLE OF CONTENTS

1) Notice of Annual General Meeting	1
2) Agenda	2
3) Explanatory Notes	3
4) Insurance Cover Note	6
5) Budget Overview	
• <i>Balance Sheet</i>	8
• <i>Operating Budget</i>	9
• <i>Assessment Fee Schedule</i>	11
• <i>Budget Narrative</i>	13
6) $\frac{3}{4}$ Vote Resolution #1	17
7) $\frac{3}{4}$ Vote Resolution #2	18
8) $\frac{3}{4}$ Vote Resolution #3	19
9) $\frac{3}{4}$ Vote Resolution #4	20
10) $\frac{3}{4}$ Vote Resolution #5	21
11) $\frac{3}{4}$ Vote Resolution #6	22
12) $\frac{3}{4}$ Vote Resolution #7	23

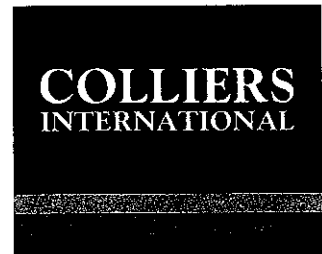
13) ¾ Vote Resolution #8	23
14) Proxy appointment	
• <i>Provisions for voting at a general meeting</i>	24
• <i>Instructions for complete a proxy form</i>	25
• <i>Proxy appointment form (yellow sheet)</i>	26
15) Supplemental Documents	
• <i>Strata Bylaws (typographical amendments included)</i>	27
• <i>Strata Rules (for ratification)</i>	39

April 29, 2010

Owners of Strata Plan BCS207
Siena of Portico
1428 West 6th Avenue
Vancouver, BC

Dear Owners;

**NOTICE OF ANNUAL GENERAL MEETING
STRATA PLAN BCS207**



Real Estate Management Services
15th Floor, Granville Square
200 Granville Street
Vancouver, B.C.
Canada V6C 2R6
Telephone: 604.681.4111
Facsimile: 604.681.2911
www.colliers.com

We are pleased to enclose the notice of the Annual General Meeting of the owners of Strata Plan BCS207 to be held on May 19, 2010 at 7:00 p.m. at the Vancouver Masonic Centre located at 1495 West 8th Avenue, Vancouver, B.C.

Registration will take place at 6:30 p.m. and the meeting will commence at 7:00 p.m. sharp.

Owners are asked to arrive before 7:00 p.m. to allowing ample time for registration so the meeting can commence on time.

The purpose of the meeting is to fulfill the statutory requirements as set out in the *Strata Property Act* to conduct the strata corporation business as outlined in the attached agenda.

Following this notice of meeting letter, you will find detailed narratives on the budget being presented to the owners for approval as well as $\frac{3}{4}$ vote resolutions.

In the event that it is inconvenient for you to attend the meeting, you may wish to have an alternate representative attend the meeting on your behalf. A proxy form is attached to the notice of meeting for this purpose.

Please note that any owners in arrears are not eligible to vote at the Annual General Meeting.

We look forward to seeing you at the meeting. Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,
COLLIERS MACAULAY NICOLLS INC.
Managing Agent

A handwritten signature in black ink, appearing to read "Mikhail Ratchkovski". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mikhail Ratchkovski
Property Manager, Residential Division
Real Estate Management Services
On behalf of Strata Corporation BCS207



AGENDA

ANNUAL GENERAL MEETING SIENA, STRATA PLAN BCS207

Date: May 19, 2010

Time: 7:00 p.m.

Location: Vancouver Masonic Centre
1495 West 8th Avenue
Vancouver, B.C.

7:00 p.m. Call Meeting to Order

1. Certification of Proxies and Issuance of Voting Cards
2. Determination of Quorum
3. Notice of Meeting Dated April 29, 2010
4. Approval of Agenda
5. Approval of Minutes of the Annual General Meeting dated June 24, 2009
6. President's Report
7. Insurance Report
8. Approval of Annual Operating Budget – April 1, 2010 – March 31, 2011
9. $\frac{3}{4}$ Vote Resolution #1 – Year End Fund Transfer
10. $\frac{3}{4}$ Vote Resolution #2 – Expenditure from CRF – Lighting Upgrades in Parkade
11. $\frac{3}{4}$ Vote Resolution #3 – Bylaw Amendment – Strata Lot Alterations/Renovations
12. $\frac{3}{4}$ Vote Resolution #4 – Bylaw Amendment – Dryer Vent Cleaning (access mandatory)
13. $\frac{3}{4}$ Vote Resolution #5 – Bylaw Amendment – Fire Inspections (access mandatory)
14. $\frac{3}{4}$ Vote Resolution #6 – Bylaw Amendment – Quorum for General Meetings
15. $\frac{3}{4}$ Vote Resolution #7 – Bylaw Amendment – Typographical Changes
16. $\frac{3}{4}$ Vote Resolution #8 – Ratification of Rules
17. New Business
18. Election of Council
19. Adjourn Meeting

EXPLANATORY NOTES
SIENA OF PORTICO – STRATA PLAN BCS207
ANNUAL GENERAL MEETING

Overview of Agenda

The first portion of the agenda covers necessary housekeeping items that need to be addressed. Following these items, there will be reports by the council president and the committee chairs.

We have designed the agenda so that after the reports there will be the presentation of the operating budget and $\frac{3}{4}$ vote resolutions.

Any other items that owners wish to bring up for discussion, beyond the agenda items, can be discussed under new business.

President's Report

The Council President outlines what has happened and been achieved in the building, over the past year, as it relates to routine building maintenance. The President's report will include achievements by the Siena council, on behalf of the Siena owners, over the past year.

Budget Consideration

The Treasurer will provide information on the performance of the strata corporation, over the past year, together with the presentation of the proposed budget for the forthcoming year. We have included a financial spreadsheet and an operating budget narrative in this package, for your review prior to this meeting.

The new budget has an estimated 6.5% increase in strata fees. The HST has been taken into the account for the budget numbers; however, at this time the exact amounts are still unknown.

The strata has common, tower and townhouses types reflected in the budget and is expecting to have a surplus in the respective types of the budget of approximately 14,000 in the shared, 32,000.00 residential tower type and 3,897.00 in the townhouses type budget at the end of the fiscal year. Some of the surplus, \$10,000.00 (in shared) and the entire surplus \$3,897.00 (in townhouses) has been included in the operating budget for 2010/2011 to minimize the increase in strata fees. The surplus amount \$32,000.00 in the residential tower type is proposed to be used to fund projects in the amount of up to \$22,000.00 such as upgrades of security equipment, purchase of computer for the caretaker and offset anticipated costs of the security contract and the remaining amount of the surplus is proposed to be transferred into the contingency reserve fund.

If you have any questions about the operating budget, prior to the meeting, please feel free to contact Mikhail Ratchkovski at Colliers International at 604-662-2653, and Mikhail will be more than happy to address them.

**EXPLANATORY NOTES
SIENA OF PORTICO – STRATA PLAN BCS207
ANNUAL GENERAL MEETING**

PAGE 2

¾ Vote Resolutions

There are seven ¾ vote resolutions being presented for adoption by the owners.

1. ¾ Vote Resolution #1 - proposing to transfer the amount of year end surplus to the operating budget and the contingency reserve fund (CRF). If approved, \$10,000.00 (in shared) and \$3,860.00 (in townhouses) will be transferred to the 2010/2011 budget and the remaining amount of the surplus will be transferred to the CRF. Residential Tower type will establish a fund of \$22,000.00 for the purpose of payment for the upgrades to the security equipment such as monitoring panel, wiring installation, cameras, computer hardware upgrades, anticipated increased cost of the security contractor and repairs and upgrades to numerous doors at the property and the remainder to the surplus will be transferred to the contingency reserve fund.
2. ¾ Vote Resolution #2 – the strata council is proposing to fund an upgrade the lighting in the parkade (to reduce power consumption) and fund this project in the amount of up to \$10,000.00 from the contingency reserve fund.
3. ¾ Vote Resolution #3 – the strata council is proposing to amend bylaw 5 regarding the alteration requirements with respect to obtaining approval before altering a strata lot. The proposed change also addresses specifications of the soundproofing underlay for installation of hardwood/engineered flooring.
4. ¾ Vote Resolution #4 – the strata council is proposing to add a bylaw regarding the mandatory access for dryer vent cleaning. This bylaw is proposed in order to deal with some units that leave the dryer ducts un serviced causing accumulation of lint in the venting system and creating fire hazard.
5. ¾ Vote Resolution #5 – the strata council is proposing to add a bylaw regarding the mandatory access for fire inspections.
6. ¾ Vote Resolution #6 – the strata council is proposing to add a bylaw regarding the quorum for general meetings. If this bylaw addition is approved it will allow the meeting to commence after a period of 15 minutes where all owners present would constitute the quorum and the meeting would not have to be rescheduled.
7. ¾ Vote Resolution #7 – the strata council has review the current bylaws and have found various typographical errors, such as font size and numbering, which need to be corrected. This resolution is for the purpose of removing typographical errors to ensure wording and numbering of the bylaws is correct and for the look of the bylaws to be consistent.
8. ¾ Vote Resolution #8 – the strata council has enacted numerous rules that will be expiring on the date of the Annual General Meeting (AGM). These rules are being presented for ratification by owners, once ratified the rules will no longer automatically expire at every AGM however may still be further amended by the Strata Council on as needed basis. If adopted, only new changes will require further ratification by the owners.

EXPLANATORY NOTES
SIENA OF PORTICO – STRATA PLAN BCS207
ANNUAL GENERAL MEETING

PAGE 3

New Business

Council and the owners will have a further opportunity to address community issues. At this point of the meeting owners may raise any other items they may wish to discuss.

Election of Strata Council

This election is carried out at every annual general meeting. This is an opportunity for you to nominate your neighbours to sit on council.

At this point of the meeting the current strata council stands down and a new council is elected. There are some current members of the strata council who will want to stand for re-election.

Council is made up of a maximum of seven strata lot owners or representatives and typically the council meets every six weeks, depending upon the needs of the building. The property manager coordinates these meetings and the property manager also produces the agendas, minutes and all back up documentation for the council members.

It is important to be involved in your community and we hope to see you become involved.

Should you have any questions about any of this information, please feel free to contact Mikhail Ratchkovski of Colliers International at 604-662-2653, and Mikhail will be more than happy to answer your questions.

In Closing

We would like to acknowledge the considerable amount of time and effort that all council members have contributed to the running of the strata corporation, and their involvement in community issues over the past year. Their dedication and tenacity has been amazing and from which, the owners of Siena have greatly benefited from.

Aon Reed Sterhouse Inc.
 900 Howe Street, Vancouver, British Columbia V6B 3X8
 Tel 604.688.4442 Fax 604.443.3343

Program Certificate of Insurance
COVER CERTIFICATE NO: BC137R (1866)

Name of Insured(s): The Owners of Strata Plan BCS 0207 and Colliers Macaulay Nicolls Inc. (as Owners and Property Managers)
Location Insured: 1418/1428 West 6th Avenue, 2285/2295 Hemlock Street, 1405-1451 West 7th Avenue (Sienna of Portico), Vancouver, BC V6H 4H4
Term: April 30, 2010 at 12:01 a.m. to April 30, 2011 at 12:01 a.m.
Both dates are Standard Time at the address of the Named Insured, as stipulated herein
Premium: \$30,833 **Re: Renewal**

Property

Coverages	Limitations	Deductibles
Commercial Property	\$ 35,732,800	\$ 2,500 Exceptions below
Gross Rents (0 months Period of Indemnity)	\$ 0	\$ 2,500 Exceptions below
Boiler and Machinery	\$ Full Value	\$ 2,500 Exceptions below

Extensions	Limitations	Deductibles
Extra Expense	\$250,000	\$ 2,500 Exceptions below
Professional Fees	\$ 25,000	\$ 2,500 Exceptions below
Pollution Clean-up and Removal	\$ 50,000	\$ 5,000 Exceptions below
Valuable Papers and Records	\$ 25,000	\$ 2,500 Exceptions below
Sign Floater	\$ 25,000	\$ 2,500 Exceptions below
Master Key	\$ 25,000	\$ 2,500 Exceptions below
Trees and Shrubs	\$ 25,000	\$ 2,500 Exceptions below
Fire Department Service Charges	\$ 50,000	\$ 2,500 Exceptions below

Conditions

Replacement Cost—"All Risks" including Flood, Earthquake, Sewer Back-up, Off-premises Power and Bylaws.
 Subject to: Stated Amount, with 110% Margin Clause, otherwise 90% Co-insurance Clause for locations without appraisals.

Deductible Exceptions	Deductibles
Glass	\$ 500
Pollution Clean-up	\$ 5,000
Boiler—Business Interruption (Waiting Period)	24 Hours
Earthquake	10%/\$100,000 BC Lower Mainland and Vancouver Island
	5%/\$100,000 All Other Locations
Flood	\$ 25,000
Water Damage/Sewer Back-up	\$ 5,000

Crime

Coverage:	Limitations	Deductibles
Broad Form Money and Securities	\$ 10,000	\$1,000
Loss Inside/Outside	\$ 10,000	\$1,000
Boiler—Business Interruption (Waiting Period)	\$ 10,000	\$1,000



Aon Reed Stenhouse Inc.
 900 Howe Street, Vancouver, British Columbia V6B 3X8
 Tel 604.688.4442 Fax 604.443.3343

Program Certificate of Insurance
COVER CERTIFICATE NO: BC137R (1866)

Commercial General Liability

Coverages	Limitations	Deductibles
Bodily Injury/Property Damage	\$ 5,000,000	\$ 2,500 BI/PD—Per Occurrence
Excess Commercial General Liability	\$ 5,000,000	
Aggregate	Per Location	Master Program
Annual	\$ 20,000,000	\$100,000,000
Extensions		
\$2,000,000 Sudden and Accidental Pollution (120-hour reporting), \$10,000 Voluntary Medical Payments (Any One Accident), Cross Liability, Severability of Interests, Non-owned Automobile, Personal Injury, Owners' Protective, Employees and Volunteers as Additional Insureds.		

All Covers General Exclusions

Terrorism, Mold, Fungi, Data, Asbestos

Directors' and Officers' Liability

Coverage	Limitations
Strata Plan Directors' and Officers' Liability	\$ 2,000,000

Volunteer Accident

Coverage	Limitations
Accidental Injury, Death and Dismemberment	\$ 100,000 Principal Sum (volunteers up to age 80)
Accidental Reimbursement Expense	\$ 5,000
Accidental Dental Injury	\$ 1,000
Weekly Accident Indemnity (under age 65)	\$ 250

Insurer(s)

Company	Covering	Policy No.
Zurich Insurance Company	Property/Boiler and Machinery/Liability/Crime	A2600437
Zurich Insurance Company	Excess Liability	8566910
AXA Assurances Inc.	Volunteer Accident Coverage	9224527
Intact Insurance Company	Directors' and Officers' Liability Coverage	501178291

Loss Payees(s)

The Insured or Ordered

(as per standard Mortgage Clause)

Subject otherwise to the usual printed clauses and conditions on the Master Policy No. A2600437. This document is evidence that insurance described above has been effected against Master Policy No. A2600437. Immediate advice must be given of any discrepancies, inaccuracies or necessary changes. This summary is issued for convenient reference. Please consult policies for details of coverage.

Aon Reed Stenhouse Inc.

Per: 



STRATA CORPORATION

STRATA PLAN BCS 207

Reported as of **April 29, 2010**

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

Fiscal Year Start: April 2010

Fiscal Year End: March 2011

	Operating Fund	Contingency Reserve Fund
(a) Opening Balance:	\$ 70,233.43	\$ 222,855.31
(b) Estimated Income Excluding Strata Fees (Details attached):	10,600.00	0.00
(c) Estimated Expenses (Details attached):	278,366.00	0.00
(d) Contributions to Operating Fund:	267,766.00	N/A
(e) Contributions to Contingency Reserve Fund:	N/A	27,836.60
(f) Each Strata Lot's Monthly contribution to the Operating Fund:	See Attached	N/A
(g) Each Strata Lot's Monthly contribution to The Contingency Reserve Fund:	N/A	See Attached
(h) Estimated balance at End of Fiscal Year:	70,233.43	N/A
(i) Estimated Balance at End of Fiscal Year (Contingency Reserve Fund):	N/A	250,691.91

SIENA - STRATA PLAN BCS 207
OPERATING BUDGET
APRIL 1, 2010 TO MARCH 31, 2011

1866 STRATA PLAN BCS 207 UNITS: 129

13.18% Increase
5.13%
-8.46% Residential
Townhomes
2009-2010 Budget
2010-2011 Budget
Increase
36.07%
65.78% Townhomes
2010-2011 Budget
Increase
Combined
6.7% Total
2010-2011 Budget

ACCOUNT DESCRIPTION	Shared		Residential		Residential		Townhomes		Townhomes		Total	
	2009-2010 Budget	2009-2010 Total Actual	2009-2010 Budget	2009-2010 Total Actual	2010-2011 Budget	2010-2011 Budget	2009-2010 Budget	2009-2010 Total Actual	2010-2011 Budget	2010-2011 Budget	2010-2011 Budget	2010-2011 Budget
REVENUE												
Assessments												
37100000 Strata Maintenance Fees	\$ 261,172	\$ 261,172	\$ 295,603	\$ 147,852	\$ 147,852	\$ 135,350	\$ 9,058	\$ 9,058	\$ 15,016	\$ 15,016	\$ 445,969	\$ 445,969
Total Assessments	\$ 261,172	\$ 261,172	\$ 295,603	\$ 147,852	\$ 147,852	\$ 135,350	\$ 9,058	\$ 9,058	\$ 15,016	\$ 15,016	\$ 445,969	\$ 445,969
Other Revenue												
34401500 Keys/Remote Revenue	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34501000 Move in/Move Out Fees	-	600	300	-	-	-	-	-	-	-	300	300
35500000 Interest Income	300	11	100	-	-	-	-	-	-	-	100	100
37413000 Bylaw Infraction Fine	200	1,058	200	-	-	-	-	-	-	-	200	200
37440000 Prior Year Surplus Transfer	14,457	14,457	10,000	-	-	-	-	-	-	-	13,897	13,897
Total Other Revenue	\$ 15,357	\$ 16,127	\$ 10,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,897	\$ 3,897	\$ 14,497	\$ 14,497
Total Revenue	\$ 276,529	\$ 277,298	\$ 306,203	\$ 147,852	\$ 147,852	\$ 135,350	\$ 9,058	\$ 9,058	\$ 18,913	\$ 18,913	\$ 460,466	\$ 460,466
OPERATING EXPENSES												
Repairs & Maintenance Common												
40200000 Janitorial	\$ 13,500	12,281	13,500	35,479	39,000	39,000	-	-	-	-	52,500	52,500
40300000 Window Cleaning	-	-	-	7,799	8,500	8,500	1,500	1,482	1,500	1,500	10,100	10,100
40500000 Waste Removal	18,500	20,261	13,000	-	-	-	-	-	-	-	13,000	13,000
41102000 Mechanical Wages	15,000	8,380	15,000	3,289	6,000	6,000	-	-	-	-	21,900	21,900
41200000 Elevator Service Contracts	-	-	-	9,750	10,300	10,300	195	204	210	210	10,510	10,510
41303000 Dryer Vent Cleaning	1,000	1,197	1,200	-	-	-	-	-	-	-	1,000	1,000
41801000 Pest Control Contracts	-	-	-	-	-	-	-	-	-	-	1,200	1,200
41807000 Carpet/Floor R & M	800	1,855	1,500	1,800	1,800	1,800	-	-	-	-	1,800	1,800
41810200 Locks & Keys	26,500	20,922	22,500	159	1,250	1,250	-	-	-	-	2,450	2,450
41820000 General Common Area R&M	3,000	4,739	3,000	2,766	5,000	5,000	3,103	409	7,603	7,603	35,103	35,103
41826000 Garage Door	5,000	-	25,000	-	-	-	-	-	-	-	3,000	3,000
41852000 Building Envelope - R & M	14,500	7,183	-	5,051	7,000	7,000	-	-	6,000	6,000	23,000	23,000
41860200 Painting - Exterior	2,500	1,217	2,000	-	-	-	-	-	-	-	13,000	13,000
41951100 Recreation Area Maintenance	20,000	21,286	23,100	-	-	-	-	-	-	-	23,100	23,100
43110000 Landscaping Contract	7,000	6,646	7,500	-	-	-	-	-	-	-	7,500	7,500
43120500 Grounds Improvement	-	-	1,500	-	-	-	-	-	-	-	1,500	1,500
43130000 Irrigation System	1,000	1,595	5,000	-	-	-	-	-	-	-	5,000	5,000
43300000 Snow Removal	27,000	27,488	27,000	-	-	-	-	-	-	-	27,000	27,000
44200000 Security Guard - Contract	5,500	1,088	5,500	-	-	-	-	-	-	-	5,500	5,500
44300000 Fire/Protection Services	1,900	6,581	6,000	-	-	-	-	-	-	-	6,000	6,000
44321000 Fire & Alarm Systems												
Total Repairs & Maintenance Common	\$ 162,700	\$ 142,719	\$ 176,300	\$ 84,352	\$ 84,352	\$ 78,850	\$ 4,798	\$ 2,076	\$ 15,413	\$ 15,413	\$ 270,563	\$ 270,563

SIENA - STRATA PLAN BCS 207
OPERATING BUDGET
APRIL 1, 2010 TO MARCH 31, 2011

1866 STRATA PLAN BCS 207 UNITS: 129

Increase 13.18%
5.13%
-8.46%
Increase 36.07%
65.78%
Combined Increase 6.7%

ACCOUNT DESCRIPTION	Shared		Residential		Residential		Townhomes		Townhomes		Total	
	2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	2010-2011	2010-2011
	Budget	Total Actual	Budget	Total Actual	Budget	Total Actual	Budget	Total Actual	Budget	Total Actual	Budget	Total Actual
Utilities												
42101000 Electricity - Common Area	\$ 8,500	9,935	\$ 19,000	18,071	\$ 20,000							\$ 32,900
42200000 Gas or Oil - House Meter	-	-	44,500	32,531	36,500			3,085	3,500			40,000
42600000 Water	14,500	19,036										17,565
Total Utilities	\$ 23,000	\$ 28,971	\$ 63,500	\$ 50,602	\$ 56,500			\$ 3,085	\$ 3,500			\$ 90,465
Administration Expenses												
45410000 Legal Fees	\$ 200	-										\$ 200
45420000 Audit Fees	-	-										2,700
45520000 Telephone	1,200	4,199										1,550
45701200 Office Expense	2,000	1,885										2,000
45705000 Miscellaneous Expenses	4,000	2,496										3,500
45705500 Bank Charges	200	469										560
46900000 Management Fees	24,090	28,980										30,268
47400000 Insurance Premiums	34,000	27,633										30,895
Total Administration Expenses	\$ 65,690	\$ 65,663	\$ 71,501	\$ -	\$ -			\$ -	\$ -			\$ 71,601
Total Operating Expenses	\$ 251,390	\$ 237,353	\$ 147,852	\$ 114,895	\$ 135,350			\$ 9,058	\$ 5,161			\$ 432,629
54010000 Contingency Reserve Expense	\$ 25,139	25,139										\$ 27,837
TOTAL EXPENSES	\$ 276,529	\$ 262,492	\$ 306,203	\$ 147,852	\$ 135,350			\$ 9,058	\$ 5,161			\$ 460,466
SURPLUS/(DEFICIT)	\$ -	\$ 14,806	\$ -	\$ 32,957	\$ -			\$ -	\$ 3,997			\$ -

SIENA OF PORTICO
Assessment Fee Schedule
April 1, 2009 to March 31, 2010

SUITE #	STRATA POOL	UNIT ENTIREMENT	JOINT USE OPERATING EXP CONTRIBUTIONS	JOINT USE CONTINGENCY	RESIDENTIAL OPERATING EXP CONTRIBUTIONS	RESIDENTIAL CONTINGENCY	TOWNHOMES OPERATING EXP CONTRIBUTIONS	TOWNHOMES CONTINGENCY	TOTAL MONTHLY STRATA FEES
1429	1	142	\$ 294.50	\$ 30.62			\$ 81.10	\$ -	\$ 406.22
1433	2	137	\$ 284.13	\$ 29.54			\$ 78.24	\$ -	\$ 391.92
1437	3	137	\$ 284.13	\$ 29.54			\$ 78.24	\$ -	\$ 391.92
1441	4	137	\$ 284.13	\$ 29.54			\$ 78.24	\$ -	\$ 391.92
1447	5	137	\$ 284.13	\$ 29.54			\$ 78.24	\$ -	\$ 391.92
1451	6	137	\$ 284.13	\$ 29.54			\$ 78.24	\$ -	\$ 391.92
2285	7	142	\$ 294.50	\$ 30.62			\$ 81.10	\$ -	\$ 406.22
2295	8	169	\$ 350.50	\$ 36.44			\$ 96.52	\$ -	\$ 483.46
1405	9	156	\$ 323.54	\$ 33.63			\$ 89.10	\$ -	\$ 446.27
1409	10	156	\$ 323.54	\$ 33.63			\$ 89.10	\$ -	\$ 446.27
1413	11	156	\$ 323.54	\$ 33.63			\$ 89.10	\$ -	\$ 446.27
1417	12	156	\$ 323.54	\$ 33.63			\$ 89.10	\$ -	\$ 446.27
1421	13	156	\$ 323.54	\$ 33.63			\$ 89.10	\$ -	\$ 446.27
1425	14	161	\$ 333.91	\$ 34.71			\$ 91.95	\$ -	\$ 460.57
101	15	110	\$ 228.14	\$ 23.72	\$ 144.81	\$ -			\$ 396.66
102	16	108	\$ 223.99	\$ 23.29	\$ 142.17	\$ -			\$ 389.45
1418	17	112	\$ 232.28	\$ 24.15			\$ 63.97	\$ -	\$ 320.40
203	18	102	\$ 211.54	\$ 21.99	\$ 134.28	\$ -			\$ 367.81
204	19	108	\$ 223.99	\$ 23.29	\$ 142.17	\$ -			\$ 389.45
205	20	109	\$ 226.06	\$ 23.50	\$ 143.49	\$ -			\$ 393.05
206	21	88	\$ 182.51	\$ 18.97	\$ 115.85	\$ -			\$ 317.33
207	22	87	\$ 180.44	\$ 18.76	\$ 114.53	\$ -			\$ 313.72
208	23	110	\$ 228.14	\$ 23.72	\$ 144.81	\$ -			\$ 396.66
209	24	96	\$ 199.10	\$ 20.70	\$ 126.38	\$ -			\$ 346.18
201	25	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
202	26	96	\$ 199.10	\$ 20.70	\$ 126.38	\$ -			\$ 346.18
303	27	102	\$ 211.54	\$ 21.99	\$ 134.28	\$ -			\$ 367.81
304	28	107	\$ 221.91	\$ 23.07	\$ 140.86	\$ -			\$ 385.84
305	29	110	\$ 228.14	\$ 23.72	\$ 144.81	\$ -			\$ 396.66
306	30	87	\$ 180.44	\$ 18.76	\$ 114.53	\$ -			\$ 313.72
307	31	87	\$ 180.44	\$ 18.76	\$ 114.53	\$ -			\$ 313.72
308	32	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
309	33	88	\$ 182.51	\$ 18.97	\$ 115.85	\$ -			\$ 317.33
310	34	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
301	35	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
302	36	88	\$ 182.51	\$ 18.97	\$ 115.85	\$ -			\$ 317.33
403	37	102	\$ 211.54	\$ 21.99	\$ 134.28	\$ -			\$ 367.81
404	38	107	\$ 221.91	\$ 23.07	\$ 140.86	\$ -			\$ 385.84
405	39	110	\$ 228.14	\$ 23.72	\$ 144.81	\$ -			\$ 396.66
406	40	87	\$ 180.44	\$ 18.76	\$ 114.53	\$ -			\$ 313.72
407	41	87	\$ 180.44	\$ 18.76	\$ 114.53	\$ -			\$ 313.72
408	42	126	\$ 281.32	\$ 27.17	\$ 165.87	\$ -			\$ 454.36
409	43	88	\$ 182.51	\$ 18.97	\$ 115.85	\$ -			\$ 317.33
410	44	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
401	45	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
402	46	88	\$ 182.51	\$ 18.97	\$ 115.85	\$ -			\$ 317.33
502	47	112	\$ 232.28	\$ 24.15	\$ 147.44	\$ -			\$ 403.87
503	48	108	\$ 223.99	\$ 23.29	\$ 142.17	\$ -			\$ 389.45
504	49	108	\$ 223.99	\$ 23.29	\$ 142.17	\$ -			\$ 389.45
505	50	112	\$ 232.28	\$ 24.15	\$ 147.44	\$ -			\$ 403.87
506	51	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
501	52	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
602	53	112	\$ 232.28	\$ 24.15	\$ 147.44	\$ -			\$ 403.87
603	54	108	\$ 223.99	\$ 23.29	\$ 142.17	\$ -			\$ 389.45
604	55	108	\$ 223.99	\$ 23.29	\$ 142.17	\$ -			\$ 389.45
605	56	112	\$ 232.28	\$ 24.15	\$ 147.44	\$ -			\$ 403.87
606	57	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
601	58	101	\$ 209.47	\$ 21.78	\$ 132.96	\$ -			\$ 364.21
702	59	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
703	60	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
704	61	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
701	62	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
802	63	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
803	64	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
804	65	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
801	66	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
902	67	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
903	68	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
904	69	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
901	70	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1002	71	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20

**SIENA OF PORTICO
Assessment Fee Schedule
April 1, 2009 to March 31, 2010**

UNIT #	STRATA LOT	UNIT ENITLMENT	JOINT USE OPERATING EXP CONTRIBUTIONS	JOINT USE CONTINGENCY CONTRIBUTIONS	RESIDENTIAL OPERATING EXP CONTRIBUTIONS	RESIDENTIAL CONTINGENCY CONTRIBUTIONS	TOWNHOMES OPERATING EXP CONTRIBUTIONS	TOWNHOMES CONTINGENCY CONTRIBUTIONS	TOTAL MONTHLY STRATA FEES
1003	72	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
1004	73	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1001	74	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1102	75	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
1103	76	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
1104	77	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1401	78	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1202	79	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
1203	80	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
1204	81	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1201	82	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1302	83	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
1303	84	134	\$ 277.91	\$ 28.89	\$ 176.40	\$ -			\$ 483.20
1304	85	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1301	86	104	\$ 215.69	\$ 22.42	\$ 136.91	\$ -			\$ 375.02
1402	87	158	\$ 327.69	\$ 34.07	\$ 208.00	\$ -			\$ 569.75
1403	88	158	\$ 327.69	\$ 34.07	\$ 208.00	\$ -			\$ 569.75
1401	89	118	\$ 244.73	\$ 25.44	\$ 155.34	\$ -			\$ 425.51
1502	90	158	\$ 327.69	\$ 34.07	\$ 208.00	\$ -			\$ 569.75
1503	91	158	\$ 327.69	\$ 34.07	\$ 208.00	\$ -			\$ 569.75
1501	92	118	\$ 244.73	\$ 25.44	\$ 155.34	\$ -			\$ 425.51
Per Month Residential U/E		8,568	\$ 22,313.83	\$ 2,319.72	\$ 11,279.17	\$ -	\$ 1,251.33	\$ -	\$ 37,164.05
Commercial U/E		2,191							
Total U/E		10759	multiply by 12 months	multiply by 12 months	multiply by 12 months	multiply by 12 months	multiply by 12 months	multiply by 12 months	multiply by 12 months
Total Assessment Fees			267,768.00	27,836.60	135,350.00	0.00	15,016.00	0.00	445,968.60

SIENA OF PORTICO - STRATA PLAN BCS207
APRIL 1, 2010 TO MARCH 31, 2011
BUDGET NARRATIVE

Below is a summary of the expenses included on the budget spreadsheet, together with other relevant points. Budget is based upon routine expenses, contracts and anticipated expenditures and is split with the townhomes section.

REVENUE

ASSESSMENTS

Strata Maintenance Fees

Assessments are calculated on a unit entitlement basis and comprise of the total expenses, minus any additional anticipated revenues.

OTHER REVENUE

Key/Remote Revenue

Allowance for the purchase of remotes and fobs, which are then sold to the owners of the strata corporation.

Move In/Move Out Fees

Income received from moves in and out as per the strata corporation bylaw requirements.

Interest Income

Income received from interest.

Bylaw Infraction Fines

Income received from bylaw infraction fines as per the strata corporation bylaw requirements.

Prior Year Surplus Transfer

Amount carried over from the prior fiscal year budget surplus. The funds will be used to offset various expenses in the strata's budget.

OPERATING EXPENSES

REPAIRS & MAINTENANCE COMMON

Janitorial

Contract costs associate with the janitorial expenses and on site caretaker

Window Cleaning

Allowance for cleaning all the inaccessible windows of all units.

SIENA OF PORTICO - STRATA PLAN BCS207
APRIL 1, 2010 TO MARCH 31, 2011
BUDGET NARRATIVE

PAGE 2

Waste Removal

Contract costs for the removal of garbage from the complex.

Mechanical Wages

Allowance for equipment including preventative maintenance for typical mechanical and related safety equipment, bi-annual servicing, common area plumbing repairs and heat pump repairs.

Elevator Service Contracts

Monthly maintenance contract including cost of licences.

Pest Control Contracts

Allowance of pest containment.

Carpet/Floor R&M

Allowance for cleaning the common area carpets/flooring and to complete repairs as necessary.

Lock & Key

Allowance for the purchase of remotes and fobs, which are then sold to the owners of the strata corporation, as well as repairs and maintenance to the current security system.

General Common Area R&M

Allowance made for general maintenance of the property, interior painting, window cleaning, pressure washing, carpet cleaning, testing and maintenance of the emergency generator, repairs to common property and any insurance deductibles paid on behalf of the Strata Corporation.

Garage Door

Allowance made for the preventative maintenance contract and to complete repairs as necessary.

Building Envelope R&M

Allowance for the council to continue with a building envelope maintenance program, and to complete repairs as necessary.

Painting – Exterior

Allowance made for exterior painting maintenance program.

Rec. Area Maintenance

Allowance for repairs and maintenance of amenity room, fixtures, fitness room, fitness equipment, etc.

SIENA OF PORTICO - STRATA PLAN BCS207
APRIL 1, 2010 TO MARCH 31, 2011
BUDGET NARRATIVE

PAGE 3

Landscaping Contract

Monthly contract based on services year round. Monthly maintenance including lawn mowing, edging, aeration, lime application, moss control, fertilizer, weed control, pruning of trees and shrubs, disease control and an allowance for various upgrade projects throughout the year.

Grounds Improvement

An allowance made for landscaping improvements projects not included in the regular contract, such as extra pruning, replacement of damaged plants, plating perennials etc.

Snow Removal

Allowance for the clearing of the common roadways and pathways.

Security Guard – Contract

An allowance for a security guard contract.

Fire/Protection Services

Allowance for the annual inspection, to complete testing and certification of the fire related systems in the complex, including mandatory inspection of all units and any required repairs to the common property fire equipment.

Fire & Alarm Systems Security Monitoring

An allowance for a costs related to the contract for monitoring of the fire control panel security system.

UTILITIES

Electricity – Common Area

Allowance based on anticipated consumption for common area electricity charges.

Gas – House Meter

Allowance based on anticipated gas consumption for the domestic hot water, recreation facilities, in-suite fireplaces and ranges.

Water

Allowance based on the anticipated water consumption for the domestic water and common property facilities.

ADMINISTRATION EXPENSES

Legal Fees

Allowance for legal fees that may be required throughout the year.

SIENA OF PORTICO - STRATA PLAN BCS207
APRIL 1, 2010 TO MARCH 31, 2011
BUDGET NARRATIVE

PAGE 4

Audit Fees

Allowance for an accounting/audit of financial records may be completed as necessary.

Telephone

Allowance for an office line, monitoring equipment (fire and elevators) lines and cellular phone for the caretaker.

Office Supplies

Allowance for office supplies at the property and administration costs that may arise.

Miscellaneous Expenses

Allowance for general meetings rentals, photocopying, distribution of minutes and notices, cheques and other administration costs that may arise such as couriers, postage and faxes, etc.

Bank Charges

Allowance for banking charges for the strata corporation bank accounts.

Management Fees

Allowance for the contract agreement with Collier's International. Fee is inclusive of GST and HST.

Insurance Premiums

The Strata Property Act requires all Strata's to maintain property insurance. Insurance placed with insurance agents at market rates. This is a budget figure provided by an insurance agent based on the existing market. The insured value is exclusive of the land value and is based on the yearly appraisal of the property.

NON OPERATING EXPENSES

Contingency

Based on 10% the annual operating expenses. At current levels of the Strata's budget, contribution to CRF is not optional and has to meet a minimum contribution of 10% as a requirement under the *Strata Property Act*.

This fund is intended for emergency costs that may arise together with planned expenditures for major items.

¾ VOTE RESOLUTION #1
2009/2010 BUDGET SURPLUS TRANSFER
STRATA CORPORATION BCS207

Whereas

The strata property act states:

- 105 (1) Subject to section 14, contributions to the operating fund which are not required to meet operating expenses accruing during the fiscal year to which the budget relates must be dealt with in one or more of the following ways, unless the strata corporation determines otherwise by a resolution passed by a 3/4 vote at an annual or special general meeting;
- (a) transferred into the contingency reserve fund;
 - (b) carried forward as part of the operating fund, as a surplus;
 - (c) used to reduce the total contribution to the next fiscal year's operating fund.
- (2) If the operating expenses exceed the total contribution to the operating fund, the deficit must be eliminated during the next fiscal year.

THEREFORE BE IT RESOLVED as a ¾ vote resolution of the owners of Strata Corporation BCS207 (the Strata Corporation) approve the transfer of funds between accounts for the end of the 2009/2010 financial year of the Strata Corporation

- The year end balance in the operating account Common will be transferred as follows:
 - *10,000 to be transferred to the 2010/2011 operating budget of the Common*
 - *Remaining balance to be transferred to the contingency reserve fund.*

- The year end balance in the operating account Tower Type will be transferred as follows:
 - *22,000 to be transferred to the CRF as a special fund to be used by the Strata Council for the purpose of upgrades to the security equipment such as but not limited to as monitoring panel repairs, wiring installation of audible alarm timer lock for the front entrance, monitoring cameras, computer other hardware upgrades for the caretaker's office upgrades and repairs to the exit and separating doors and to pay anticipated increase in the contract with the security provider*
 - *Remaining balance to be transferred to the contingency reserve fund.*

- The year end balance in the operating account Townhouses Type will be transferred as follows:
 - *3,897.00 to be transferred to the 2010/2011 operating budget of the Townhouse Type*

This resolution is for the sole purpose of budget surplus transfer, of Strata Corporation BCS207, Siena of Portico, as outlined above.

$\frac{3}{4}$ VOTE RESOLUTION #2
CONTINGENCY FUND EXPENDITURE – LIGHTING UPGRADES IN PARKADE
STRATA CORPORATION BCS207

WHEREAS

The Strata Council arranged for BC Hydro's Power Smart division review the use of electricity in the common areas at Siena. The Power Smart representatives recommended only two areas for improvement:

- 1) upgrading all the ballasts for the fluorescent lights throughout the garage and;
- 2) switching to fluorescent bulbs in the tower (at the doorway to each suite).

Power Smart estimates that their proposed changes will result in an annual hydro savings of \$4,900. In addition, if BCS 207 proceeds with the recommended upgrades, this strata corporation will be able to apply for BC Hydro incentives of approximately \$4,100.

If the Strata Corporation decides to proceed Council will need to review fluorescent options and obtain quotes from electrical contractors which will probably result in a funding gap e.g. the Strata will have to pay the contractors before it can apply for the BC Hydro incentives and any hydro savings are realized.

The Strata Council is proposing an upgrade of the lighting in the parkade of the strata corporation to take place in 2010.

THEREFORE BE IT RESOLVED as a $\frac{3}{4}$ Vote Resolution of the Owners, Strata Corporation BCS207 (the Strata Corporation) approve funding of the lighting upgrades in the parkade from the Contingency Reserve Fund in an amount not to exceed \$10,000.00.

$\frac{3}{4}$ VOTE RESOLUTION #3
BYLAW AMENDMENT – STRATA LOT ALTERATIONS/RENOVATIONS
STRATA CORPORATION BCS207

WHEREAS the strata corporation has reviewed both the standard bylaws and the existing bylaws of the strata corporation, and wishes to amend the following bylaw.

THEREFORE BE IT RESOLVED by $\frac{3}{4}$ vote resolution of the Owners, Strata Corporation BCS207 that the following bylaw be amended as shown below to be included as part of the bylaws of the Owners, Strata Corporation BCS207.

5. Obtain Approval Before Altering a Strata Lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration/*renovation* 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 [amendment SPAA s. 51(a)J 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 ***and which are contained within the floor, wall or ceiling, between two strata lots or between a strata lot and common property; includes all pipes, wires, cables, chutes, ducts, facilities, for the passage of water, sewage, drainage, gas, oil, electricity, heating and cooling systems and other building services.***
 - g. ***Any change in strata the lot flooring and the underlay (sound deadening material) under the hardwood/laminate floor which must possess a Sound Transmission Class (STC) rating of 73 or better and an Impact Insulation Classification (IIC) 71 or better; and***
 - h. those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

This resolution is for the sole purpose of a bylaw amendment of Strata Corporation BCS207, Siena of Portico, as outlined above.

¾ VOTE RESOLUTION #4
BYLAW AMENDMENT – DRYER VENT CLEANING (ACCESS MANDATORY)
STRATA CORPORATION BCS207

WHEREAS the strata corporation has reviewed both the standard bylaws and the existing bylaws of the strata corporation, and wishes to amend the following bylaw.

THEREFORE BE IT RESOLVED by ¾ vote resolution of the Owners, Strata Corporation BCS207 that the following bylaws be added as shown below to be included as part of the bylaws of the Owners, Strata Corporation BCS207.

7. Permit Entry to Strata Lot

- (3) The owner, tenant or occupant of each Strata Lot shall provide access to his/her Strata Lot annually to the Strata Corporation, on not less than 21 days' notice posted in the building by the Property Manager and mailed to non-resident Strata Lot owners designating two inspection dates which are at least 21 days apart, for the purpose of inspecting and cleaning the dryer vent system at the Strata Corporation's expense. Should any owner, tenant or occupant not provide access to the Strata Corporation on one of the two designated dates set out in the Property Manager's notice, the Strata Lot owner shall be responsible for ensuring that the inspection of the heat and smoke detectors in his/her Strata Lot is carried out at his/her own cost and shall provide proof that it has been carried out within 30 days following the later of the inspection dates set out in the Property Manager's notice.. Failure to do so will result in a fine of \$200.00.

This resolution is for the sole purpose of a bylaw addition of Strata Corporation BCS207, Siena of Portico, as outlined above.

¾ VOTE RESOLUTION #5
BYLAW AMENDMENT – FIRE INSPECTION (ACCESS MANDATORY)
STRATA CORPORATION BCS207

WHEREAS the strata corporation has reviewed both the standard bylaws and the existing bylaws of the strata corporation, and wishes to amend the following bylaw.

THEREFORE BE IT RESOLVED by ¾ vote resolution of the Owners, Strata Corporation BCS207 that the following bylaws be added as shown below to be included as part of the bylaws of the Owners, Strata Corporation BCS207.

7. Permit Entry to Strata Lot

- (4) The owner, tenant or occupant of each Strata Lot shall provide access to his/her Strata Lot annually to the Strata Corporation, on not less than 21 days' notice posted in the building by the Property Manager and mailed to non-resident Strata Lot owners designating two inspection dates which are at least 21 days apart, for the purpose of inspecting the heat and smoke detectors at the Strata Corporation's expense. Should any owner, tenant or occupant not provide access to the Strata Corporation on one of the two designated dates set out in the Property Manager's notice, the Strata Lot owner shall be responsible for ensuring that the inspection of the heat and smoke detectors in his/her Strata Lot is carried out at his/her own cost and shall provide proof that it has been carried out within 30 days following the later of the inspection dates set out in the Property Manager's notice.. Failure to do so will result in a fine of \$200.00.

This resolution is for the sole purpose of a bylaw addition of Strata Corporation BCS207, Siena of Portico, as outlined above.

¾ VOTE RESOLUTION #6
BYLAW AMENDMENT – QUORUM FOR GENERAL MEETINGS
STRATA CORPORATION BCS1671

WHEREAS

The strata corporation has reviewed both the standard bylaws and the existing bylaws of the strata corporation and wishes to add the following bylaw.

THEREFORE BE IT RESOLVED by ¾ vote resolution of The Owners, Strata Corporation BCS207 that the following bylaw be added as shown below to be included as part the bylaws of The Owners, Strata Corporation BCS207.

Order of Business

30

- (1) (A) If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

This resolution is for the sole purpose of a bylaw addition of Strata Corporation BCS207, Siena of Portico, as outlined above.

$\frac{3}{4}$ VOTE RESOLUTION #7
BYLAW AMENDMENT – TYPOGRAPHICAL CHANGES
STRATA CORPORATION BCS1671

WHEREAS

The strata corporation has reviewed the existing bylaws of the strata corporation and wishes to amend the incorrect wording, numbering and fonts as outlined on the attached document. Additions have been identified by bolded italics and deletions have been identified by strikethroughs.

THEREFORE BE IT RESOLVED by $\frac{3}{4}$ vote resolution of The Owners, Strata Corporation BCS207 that the existing bylaws have been repealed and replaced with the typographically corrected bylaws of The Owners, Strata Corporation BCS207.

This resolution is for the sole purpose of a bylaw replacement of Strata Corporation BCS207, Siena of Portico, as outlined above.

$\frac{3}{4}$ VOTE RESOLUTION #8
RATIFY COUNCIL RULES
STRATA CORPORATION BCS1671

WHEREAS

The strata Council enacted rules (attached document) of the Strata Corporation and the rules are now presented to the owners for ratification as per section 154 of the Strata Property Act.

THEREFORE BE IT RESOLVED by $\frac{3}{4}$ vote resolution of The Owners, Strata Corporation BCS207 to ratify the rules of the Strata Corporation of The Owners, Strata Corporation BCS207.

This resolution is for the sole purpose of a ratification of rules of Strata Corporation BCS207, Siena of Portico, as outlined above.

PROVISIONS FOR VOTING AT A GENERAL MEETING

In accordance with the Strata Property Act, the following provisions apply to voting at any General Meeting.

Division 5 - Voting -- ss. 53 to 58

Number of votes per strata lot -- s. 53

- (1) At an annual or special general meeting each strata lot has one vote unless different voting rights are set out in a Schedule of Voting Rights in the prescribed form in accordance with section 247, 248 or 264.
- (2) Despite subsection (1), a strata corporation may, by bylaw, provide that the vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) [amendment SPAA s. 13(a)].
- (3) If, in accordance with a bylaw passed under subsection (2), a vote for a strata lot may not be exercised, the strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 or for the purposes of sections 43(1), 46(2) [amendment SPAA s. 13(b)] and 51(3).

Voters -- s. 54

The following persons may vote at an annual or special general meeting:

- (a) an owner, unless a tenant or mortgagee has the right to vote under paragraph (b) or (c);
- (b) a tenant who has been assigned a landlord's right to vote under section 147 or 148, unless a mortgagee has the right to vote under paragraph (c);
- (c) a mortgagee of a strata lot, but only in respect of insurance, maintenance, finance or other matters affecting the security for the mortgage and only if
 - (i) the mortgage gives the mortgagee the right to vote, and
 - (ii) at least 3 days before the meeting the mortgagee has given to the strata corporation, the owner and the tenant referred to in paragraph (b), if any, written notice of the mortgagee's intention to vote.

Special voters -- s. 55

- (1) If a person who may vote under section 54 is under 16 years of age, the person's right to vote may be exercised only by the person's parent or guardian.
- (2) If a person who may vote under section 54 lacks the capacity to make a decision for a reason other than being under 16 years of age, the person's right to vote may be exercised only by someone who is legally authorized to act for the person with respect to the strata lot.

Proxies -- s. 56

- (1) A person who may vote under section 54 or 55 may vote in person by proxy {See Form A}.
- (2) A document appointing a proxy
 - (a) must be in writing and be signed by the person appointing the proxy,
 - (b) may be either general or for a specific meeting or a specific resolution, and
 - (c) may be revoked at any time.
- (3) The following persons may be proxies:
 - (a) only if permitted by regulation and subject to prescribed restrictions, an employee of the strata corporation;
 - (b) only if permitted by regulation and subject to prescribed restrictions, a person who provides strata management services to the strata corporation;
 - (c) subject to the regulations, any other person [amendment SPAA s. 14].
- (4) A proxy stands in the place of the person appointing the proxy, and can do anything that person can do, including vote, propose and second motions and participate in the discussion, unless limited in the appointment document.

Shared vote -- s. 57

- (1) If 2 or more persons share one vote with respect to a strata lot, only one of them may vote on any given matter.
- (2) If the chair is advised before or during a vote that the 2 or more persons who share the one vote disagree on how their vote should be cast on a matter, the chair must not count their vote in respect of that matter.

INSTRUCTION FOR COMPLETING A PROXY

1. The owner completing this proxy should insert the name of the person to be appointed in the space provided. Such person need not be an owner of a unit in Siena.
2. Please enter the strata lot number in the space provided; this will facilitate the counting of votes.

CO-OWNERS

3. Co-owners should each sign the proxy. Where the proxy is signed by a company, either the company's common seal must be affixed to the proxy or it should be signed by the company under the hand of an officer or any attorney duly authorized in writing, which authority must accompany this proxy.

Proxies may be:

- 1) *brought to the meeting in person by the appointee;*

or

- 2) *faxed/couriered/mailed to: The Owners, Strata Plan BCS207
c/o Colliers International
15th Floor, Granville Square
200 Granville Street
Vancouver, BC V6C 2R6
Fax: (604) 694-7340*

or

- 3) *drop off in the strata mail box any time prior to 3:00 p.m. on May 19, 2010.*

**PLEASE NOTE THAT UNDER THE STRATA PROPERTY ACT,
COLLIERS IS NOT PERMITTED TO ACT AS A PROXY.**

**Completed Proxies Should Be Received No Later than 3:00 P.M. by Mail / Fax / Courier on
May 19, 2010 and No Later than 7:00 P.M. in Person on May 19, 2010 at the meeting.**

PROXY APPOINTMENT
SIENA OF PORTICO - STRATA CORPORATION BCS207

RE: STRATA LOT # _____, UNIT # _____ OF STRATA PLAN BCS207

I/We the owner(s) of the strata lot described above, hereby appoint _____ as my/our proxy to vote on my/our behalf at the annual general meeting of the owners of Strata Plan BCS207 to be held on May 19, 2010.

Please note that if you mark at proxy holder's discretion, the holder of the proxy will be able to vote on any amendments, on your behalf. If you do not mark, at proxy holder's discretion, your vote will not be able to be counted for any amendments made from the floor.

I/We wish to be recorded as voting on the items of business outlined in the agenda as follows:

DESCRIPTION	FOR	AGAINST	OR	AT PROXY'S DISCRETION
2010/2011 ANNUAL OPERATING BUDGET				
¾ VOTE RESOLUTION #1 TRANSFER OF YEAR END FUNDS FOR 2009/2010				
¾ VOTE RESOLUTION #2 EXPENDITURE FROM CONTINGENCY RESERVE FUND - LIGHTING UPGRADES IN PARKADE				
¾ VOTE RESOLUTION #3 BYLAW AMENDMENT STRATA LOT ALTERATIONS/RENOVATIONS				
¾ VOTE RESOLUTION #4 BYLAW AMENDMENT DRYER VENT CLEANING (ACCESS MANDATORY)				
¾ VOTE RESOLUTION #5 BYLAW AMENDMENT FIRE INSPECTION (ACCESS MANDATORY)				
¾ VOTE RESOLUTION #6 BYLAW AMENDMENT QUORUM FOR GENERAL MEETINGS				
¾ VOTE RESOLUTION #7 BYLAW AMENDMENT TYPOGRAPHICAL CHANGES				
¾ VOTE RESOLUTION #8 RATIFICATION OF COUNCIL RULES				

Owners Signature

Co-Owner's Signature

Print Name

Print Name

DATED THIS _____ DAY OF _____, 2010.



**STRATA PLAN BCS 207
SIENA OF PORTICO**

**STRATA CORPORATION BYLAWS
BCS207**

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

1. Payment of Strata Fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must provide payment of strata fees by cheque or such other means as the managing agent may provide and at the place designated by the strata corporation or the managing agent.
- (2) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (3) Where an owner fails to pay any amount owing in accordance with bylaw 1.1, *or* 1.2 *or* 2.3, the strata corporation may assess an interest charge of 10% per annum, compounded annually.
- (4) If an owner fails to pay outstanding strata fees, strata lot charges or special levies within 15 days after the due date for payment, then in addition to the interest charged on outstanding amounts due pursuant to these bylaws:
 - a. the owner will be assessed a fine of \$25.00;
 - b. if such default continues for a further 30 days or more, an additional fine of \$50.00 will be levied against and paid by the owner; and
 - c. for each additional month such default continues, an additional fine of \$50.00 will be levied against and paid by the owner.
 - d. If an owner fails to pay outstanding strata fees for more than 90 days after the due date for payment, then in addition to the interest charged pursuant to these bylaws and the fines payable pursuant to these bylaws, the strata corporation may lodge a lien against the owner's strata lot at the owner's expense.

2. Repair and Maintenance of Property by Owner

- (1) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of this Bylaw, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.
- (2) Water Damage – In the event of any water damage to the building in excess of the deductible amount payable under the strata corporation's insurance policy which is caused by any of the following:
 - a. the perforation or piercing by the owner, or the owner's tenants, contractors, licensees or invitees, of the building envelope or any water line, sprinkler line, sewer line or other conduit of water or other liquid;
 - b. the overflow of sinks, bath tubs, toilets or other similar fixtures caused by the owner, tenants, licensees or invitees;

- c. the flooding, due to malfunctioning refrigerators, freezers, dishwashers, clothes washers or other similar appliances; or
- d. the failure of the owner, or the owner's tenants, licensees or invitees, to properly use or maintain plumbing and exhaust facilities, including, without limitation, failing to comply with sprinkler system guidelines, failing to clean dryer vents or failing to detach hoses from external hose bibs during the winter months.

The strata corporation will submit a claim under the strata corporation's insurance policy to recover the cost of repairing and restoring such damage. The owner of the strata lot from which the damage originated will be responsible for the cost of the insurance deductible payable to the strata corporation's insurers as well as any repair and restoration costs which are not covered by the strata corporation's insurers.

3. Use of Property

- (1) ~~An owner shall indemnify and save harmless the Strata Corporation from the expense of~~
An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - a. causes a nuisance or hazard to another person,
 - b. causes unreasonable noise,
 - c. unreasonably interferes with the right of other persons to use and enjoy the common property, common assets or another strata lot,
 - d. is illegal, or
 - e. is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - a. a reasonable number of fish or other small aquarium animals;
 - b. a reasonable number of small caged mammals,
 - c. up to 2 caged birds;
 - d. one dog or one cat.
- (5) Strata Lot Assigned Parking Stalls
 - a. An owner, tenant or occupant shall not use any space to park in the common/limited common property except the parking space, which has been specifically assigned to his/her Strata Lot.
 - b. An owner, tenant or occupant shall not park any vehicle in a manner, which reduces the width of the garage vehicle aisle or ramp of the common/limited common property.
 - c. A Strata Lot owner shall be the only person eligible to rent or lease a parking stall assigned to him/her and only to another Strata Lot owner or resident.
 - d. A Strata Lot owner shall not lease the parking space assigned to his/her Strata Lot to, or otherwise permit that parking space to be regularly used by, anyone who is not a resident of the building.
 - e. An owner, tenant or occupant shall not carry out any oil changes or major repairs to motor vehicles or other mechanical equipment in the assigned parking stalls or on common/limited common property.

- f. An owner, tenant or occupant shall be responsible for the immediate clean up of oil, gasoline or other vehicle fluid, which leaks from his/her vehicle. Failure to do so within seven (7) days of receipt of notice from the Property Manager, all costs associated therewith will be charged to the owner of the parking stall.
- g. An owner, tenant or occupant shall not use any parking stall or common/limited common property as a work area for carpentry, renovations, repairs or construction projects.
- h. An owner, tenant or occupant shall not store unlicensed, uninsured or inoperative vehicles or trailers in his/her assigned parking stall or on the common/limited common property.
- i. An owner, tenant or occupant, when not in residence and wishing to leave his/her unlicensed vehicle in the assigned parking stall, must provide notice to the Property Manager along with proof of third party liability insurance. The insurance documents must be clearly displayed inside the front or back window of the vehicle.
- j. An owner, tenant or occupant whose vehicle requires periodic or regular charging by a battery charger must limit the connection time to forty eight (48) hours per seven (7) day period. When the vehicle is not being charged, the charger shall be removed from the parking stall and stored.

4. Inform Strata Corporation

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

5. Obtain Approval Before Altering a Strata Lot

- (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 [amendment SPAA s. 51(a)] on the exterior of a building, or that front on the common property;
 - e. fences, railings or similar structures that enclose a patio, balcony or yard;
 - f. common property located within the boundaries of a strata lot;
 - g. those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The 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.
- (3) The strata corporation requires, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions including, not exhaustively an indemnity agreement which shall determine terms, conditions, hours and penalties.
- (3) This section does not apply to a strata lot in a bare land strata plan.

6. Obtain Approval Before Altering Common Property

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

- (3) The strata corporation requires, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions including, not exhaustively an indemnity agreement which shall determine terms, conditions, hours and penalties.

7. Permit Entry to Strata Lot

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

Division 2 - Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

The strata corporation must repair and maintain all of the following:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to
 - a. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - b. the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards
- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - a. the structure of a building;
 - b. the exterior of a building;
 - c. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - d. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - e. fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 - Council

9. Council Size

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

- 10. Council Members' Terms**
- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected [amendment SPAA s.51 (c)].
- 11. Council Eligibility**
- (1) The spouse of an owner may stand for council.
- (2) No person may stand for councilor, in the discretion of remaining members of council, continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (3) No person may stand for 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 costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.
- 12. Removing Council Member**
- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- 13. Replacing Council Member**
- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.
- 14. Officers**
- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president.
- a. while the president is absent or is unwilling or unable to act, or
- b. for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.
- 15. Calling Council Meetings**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.

- (3) A council meeting may be held on less than one week's notice if
 - a. all council members consent in advance of the meeting, or
 - b. the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (4) The council must inform owners about a council meeting as soon as feasible [amendment SPAA s.51 (e)] after the meeting has been called.
- 16. Requisition of Council Hearing**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
 - (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month [amendment SPAA s.51 (f)]
 - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.
- 17. Regulation 17 - Definition for section 15 of Standard Bylaws**
For the purposes of section 15 of the Standard Bylaws, "hearing" means an opportunity to be heard in person at a council meeting.
- 18. Quorum of Council**
- (1) A quorum of the council is
 - a. if the council consists of one member,
 - b. 2, if the council consists of 2, 3 or 4 members,
 - c. 3, if the council consists of 5 or 6 members, and
 - d. 4, if the council consists of 7 members.
 - (2) Council members, must be present in person at the council meeting to be counted in establishing quorum.
- 19. Council Meetings**
- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
 - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (3) Owners may attend council meetings as observers.
 - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - a. bylaw contravention hearings under section 135 of the Act;
 - b. rental restriction bylaw exemption hearings under section 144 of the Act;
 - c. any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- 20. Voting at Council Meetings**
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a council meeting must be recorded in the council meeting minutes [amendment SPAA s.51 (g)].

21. Council to Inform Owners of Minutes

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

22. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - a. delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - b. delegates the general authority to make expenditures in accordance with subsection.
- (3) A delegation of a general authority to make expenditures must
 - a. set a maximum amount that may be spent, and
 - b. indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case
 - a. whether a person has contravened a bylaw or rule,
 - b. whether a person should be fined, and the amount of the fine, or
 - c. whether a person should be denied access to a recreational facility.

23. Spending Restrictions

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

24. Limitation on Liability of Council Member

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

Division 4 - Enforcement of Bylaws and Rules

25. Maximum Fine

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - a. \$200.00 for each contravention of a bylaw; and
 - b. \$50.00 for each contravention of a rule.

26. Continuing Contravention

- (1) The council must levy fines, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

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

Division 5 - Annual and Special General Meetings

27 Person to Chair Meeting

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

28 Participation by Other than Eligible Voters

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

29 Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if:
 - a. the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act; or
 - b. 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 costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act or any other amounts assessed against the strata lot, pursuant to these bylaws.

30 Order of Business

- (1) The order of business at annual and special general meetings is as follows:
 - a. certify proxies and corporate representatives and issue voting cards;
 - b. determine that there is a quorum;

- c. elect a person to chair the meeting, if necessary;
- d. present to the meeting proof of notice of meeting or waiver of notice;
- e. approve the agenda;
- f. approve minutes from the last annual or special general meeting;
- g. deal with unfinished business;
- h. receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- i. ratify any new rules made by the strata corporation under section 125 of the Act;
- j. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- k. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- l. ~~XII.~~ deal with new business, including any matters about which notice has been given under section 45 of the Act;
- m. ~~XIII.~~ elect a council, if the meeting is an annual general meeting;
- n. ~~XIV.~~ terminate the meeting.

Division 6 - Voluntary Dispute Resolution

31 Voluntary Dispute Resolution

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

32 Strata Lot Rental or Lease

- (1) **Grandfathering:** Notwithstanding anything to the contrary in Section 32(2) and (3), there is no restriction on residential rentals for any of the following owners:
 - a. any owner who purchased his/her/its strata lot from the owner-developer, Bosa Development Corporation; or
 - b. any owner who rents a strata lot to a "family member", which is defined in the Regulations to the BC Strata Property Act to mean:
 - (i) a spouse of the owner,
 - (ii) a parent or child of the owner, or
 - (iii) a parent or child of the spouse of the owner,
 provided that "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender; or

- c. any person who, as at May 31, 2008:
 - (i) is registered owner of the strata lot in the land title office; and
 - (ii) has rented to a residential tenant or has made available the strata lot for rental to a residential tenant;
 The "right to rent" under this Section 32 (1) (c) may not be sold or assigned to a subsequent owner: or
- d. any other owner until June 15, 2009, being not less than one year after this bylaw Section 32 was passed.

(2) **Maximum Number of Rentals:**

The number of strata lots which may be rented or leased by owners shall be not more than the greater of:

- a. 10 units, being less than 11% of all strata lots; or
- b. the number of units rented pursuant to Section 32 (1).

(3) **Applying for Permission to Rent:**

- a. An owner wishing to lease a strata lot must apply in writing to council for permission to rent before entering into a tenancy agreement.
- b. If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated pursuant to Section 32 (2), then council must refuse permission and notify the owner of the same in writing as soon as possible, stating that the number has been reached or exceeded, as the case may be, and placing the owner of the strata lot on the waiting list to be administered by the council, based on the date of the request for permission to rent.
- c. If the number of strata lots leased at the time an owner applies for permission to lease has not reached the limit stated pursuant to Section 32 (2), then council must grant permission and notify the owner of the same in writing as soon as possible.
- d. An owner receiving permission to lease a strata lot must lease the strata lot within 90 days from the date of council's approval or the permission expires.
- e. If an owner, who has previously obtained permission to rent from council pursuant to Section 32(3), has notified the strata corporation of any move-out by a tenant, the owner will have 90 days from the date of move-out to procure another tenant. Failure to do so will result in the termination of the strata council's permission to lease the strata lot.
- f. Where an owner leases a strata lot in contravention of these bylaws, the owner shall be liable for a fine of \$200 per calendar month and the strata corporation shall take all necessary steps to terminate the lease, which may include an application for an injunction to enforce the bylaws. Any legal costs incurred by the strata corporation in respect of the contravening owner shall be paid by the contravening owner on a solicitor and own client basis.

(4) **Exemption from Rental Restriction Bylaw due to Hardship:**

- a. An owner may apply to the strata corporation for an exemption from the restrictions on rentals under Sections 32 (2) and (3) on the grounds that the bylaw causes hardship to the owner.
- b. The application must be in writing and must state
 - (i) the reason the owner thinks an exemption should be made, and
 - (ii) whether the owner wishes a hearing.
- c. If the owner wishes a hearing, the strata corporation must hear the owner or the owner's agent within 3 weeks after the date the application is given to the strata corporation.

- d. An exemption is allowed if the strata corporation does not give its decision in writing to the owner
 - (i) within one week of the hearing, or
 - (ii) if no hearing is requested, within 2 weeks after the application is given to the strata corporation.
- e. An exemption granted by the strata corporation may be for a limited time and shall be subject to review.
- f. The strata corporation must not unreasonably refuse to grant an exemption

(5) Provisions Applicable to All Residential Leases:

- a. No owner shall rent or lease their strata lot for a period of less than one year.
- b. No subleasing is permitted.
- c. All owners are responsible for their tenant's actions and any fines levied due to the tenant's non-compliance with the strata corporation's bylaws *and rules* will be charged to the owner's account.
- d. Prior to possession of a strata lot by any tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a notice of the tenant's responsibilities in Form K under the Strata Property Act.
- e. Prior to possession of a strata lot by any tenant, the owner must deliver to the management company Form K, signed by the tenant, together with a copy of the signed lease.
- f. An owner must notify the strata corporation of any move-in and move-out by a tenant.
- g. Any failure of an owner to comply with the provisions of this Section 32(5) will result in a fine of \$200 per month being assessed against the owner

33 Move in/Move out

- (1) An owner or tenant must notify the Property manager of his/her intention or the intention of an occupant to move into or out of the strata lot at least seven (7) days prior to the move in order that moves can be scheduled in a coordinated manner and with respect for the residents' use of the elevator and common property.
- (2) All moves shall occur between the hours of 9:00 a.m. and 7:00 p.m. only.
- (3) Upon receipt of: 1) FORM K if a tenant is moving in, 2) copy of the lease agreement if a tenant is moving in, and 3) the moving fee, the property manager will confirm the date and time, make arrangements for hiring the security guard, and prepare and lock off of the elevator.
- (4) Moving fees for non-owner move: A non-refundable moving fee of five hundred (\$500.00) dollars shall be charged to the owner in advance to cover both the move into and out of the building by their tenants to defray the costs to the strata corporation, which include, but are not limited to, inspection of the common areas before and after the move, administration, security access coding, the installation of elevator pads, issuance of the elevator control key, four (4) hours of security guard coverage.
 - a. Moving fees for resident owner move: A non-refundable moving fee of two hundred and fifty (\$250.00) dollars shall be charged to the owner in advance to cover the move into the building and a moving fee of two hundred and fifty (\$250.00) upon moving out to defray the costs to the strata corporation, which include, but are not limited to, inspection of the common areas before and after the move, administration, security access coding, the installation of elevator pads, issuance of the elevator control key, four (4) hours of security guard coverage.
 - b. If the moves take longer than four (4) hours, the owner shall be charged for the additional cost of the security guard
- (5) Clause (2) b. above applies to the moving of large furniture or major appliances to or from the strata lot. Notice of two (2) days of the date and time of the delivery must be given to the property manager.

- (6) Clauses (1), (2), (3), (4)a. and (4)b. a., b., c., and d., dii., apply to moves from one strata lot to another strata lot within the building. The moving fee will be reduced by the cost of the security guard.
- (7) In order for none of the above points to apply to moves from the town houses, the owner or tenant must remove possessions from their unit garages and lockers through their units or make arrangements with the property manager to move through the tower exits for which moving fees will apply.
- (8) Violation of this Bylaw will result in a fine of two hundred (\$200.00) dollars to the owner of the strata lot, in addition to the moving fee.

34 Strata Lot Types

For the purposes of allocating common expenses among the strata lots, strata lots I to 14 and 17 shall be considered to be a different unit type than strata lots 15, 16, 18 to 92.

35 Roof Deck

Unless otherwise approved by the council, the roof deck on the top of the tower building must not be used for any purpose other than for access by window washers or mechanical, electrical or other maintenance staff.

RULES
BCS 207 – SIENA

The following rules have been enacted to govern the use, safety, and condition of the common/limited common property and assets of Strata Corporation – BCS 207 – Siena. It is important for all owners, occupants, tenants and visitors to abide by the Rules. Failure to do so will result in a fine for the infraction of fifty (\$50.00) dollars. If the infraction persists the fine may be re-levied by the Strata Council each seven (7) days thereafter. Owners will be held responsible for any infractions caused by their tenants, occupants, and visitors.

1) STORAGE

- All items inside the Storage/Locker rooms must be kept inside the assigned lockers
- Nothing shall be stored in or on the common/limited common property that in any way increases the risk of a fire, flood or similar hazard
- No items shall be stored in the parking stalls
- No bicycles are to be left chained onto any common/limited common property, excluding in the Bicycle Rooms and/or the bicycle rack located at the front door of Siena and/or any ground floor units

2) KEYS/ACCESS CARDS/FOBS/TOWER STAIRWELL KEYS

- Each Strata Lot shall be entitled to two (2) access cards and/or key fobs. A third card or fob is available for a refundable deposit equal to the current cost of the card or fob. Remove
- Any additional cards and/or fobs issued will require the approval of the Strata Council
- Each apartment Strata Lot shall be entitled to two (2) stairwell keys issued at a cost of twenty-five (\$25.00) dollars per key which will be refunded upon return of the keys
- A record of all keys, cards and fobs issued shall be maintained by the Management Company
- An inventory of all keys, cards and fobs will be conducted annually. All owners must register their keys, cards and fobs within thirty (30) days of the date of notice of such inventory. Those not registered will be disconnected from the entry system

3) WINDOWS

- All window coverings shall be of a white or off –white colour and be kept in good condition
- Window film V-KOOL 70, by Newco Solar Control Products, has been approved for use. Any other film must be approved by the Strata Council prior to installation
- No blankets, flags, sheets or other such coverings are permitted
- All decorations relating to a special occasion, such as Christmas, Halloween, etc. must be removed within two (2) weeks of the end of the event
- Retractable screen frames must be colour coordinated to the door and window frames when mounted on the exterior of the building

4. PATIOS/BALCONIES

General

- No changes to common/ limited common property are permitted without prior approval in writing of the Strata Council. This includes the removal/replacement of any fixtures, plants and/or grassed areas
- No items shall be affixed to the building, patio railing or balconies, such as plant hangers, awnings, shades, shutters, hammocks, and or signs without prior approval in writing of the Strata Council
- Satellite dishes, antennas or other transmitting devices shall not be permitted to be installed without prior approval in writing of the Strata Council
- No mops or dusters of any kind are to be shaken from any window, patio or balcony
- No items of any sort, including cigarette butts, may be thrown over balconies, patios or out of windows
- The washing of patios/balconies is permitted only to the extent that the water used does not overflow or is swept onto the property of another unit
- Only suitable patio equipment is permitted on patios/balconies, such as patio tables and chairs, heaters, and gas or propane barbeques
- All parties or gatherings on balconies and patios should move indoors by 11 p.m.

Barbeques

- No wood-burning or briquette barbeques are permitted
- Propane is to be properly vented and stored. The tank and all attachments must be maintained to a high standard
- For safety reasons and to reduce the transmission of smoke and odours from entering neighbours units, all barbeques should be moved away from the building walls while in use
- Any patio/balcony with a barbeque must have a fully-charged "Type B" fire extinguisher readily available
- Any damage done to the building or another strata lot as a result of unattended or improperly placed and/or improperly maintained barbeques shall be the responsibility of the Strata Lot where the damage originated. All related costs to repair the building, the Strata Lot and/or any other Strata Lot as a result of this incident shall be assessed against the Strata Lot where the damage originated

Plants

- Potted plants are to be of a reasonable size for a balcony and, or patio and use of planter feet or pads to avoid direct contact with the balcony or patio surface is required
- No "crawling plants" such as ivy, morning glory or clematis are permitted to attach to any area of the building and/or patio railings and/or fences. All "crawling" type of plants must have a space of a minimum of four (4) inches between the building walls and the plant
- It is the responsibility of the Strata Lot owner to report to the Strata Council any mold, moss or mildew on the balcony/patio areas

5. PETS

- An owner of a dog or a cat shall attach a collar to the pet with a tag which identifies the owner
- An owner's, tenant's or occupant's pet shall not cause a nuisance or hazard to another person or pet

- An owner, tenant or occupant of a Strata Lot shall not permit his dog to be on common/limited common property unless leashed or carried and under control of the dog's owner or another responsible adult
- Pets are not permitted in or through the gym at any time
- Dog owners should ensure that their dog's paws are clean before walking the dog through the interior of the building
- No pet shall be left unattended on balconies/patios
- No pet shall cause/create noise that disturbs the quiet enjoyment of the residents of the Strata Corporation
- An owner of a pet shall not permit the pet to urinate or defecate on the common property. If the pet does so, the owner shall immediately and completely remove all of the pet's waste and dispose of it in a waste container
- No owner or occupant shall harbour or keep any animal or bird that is not considered to be a "domestic" pet (ie. "exotic" pets are not permitted)
- An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common/limited common property shall ensure the guest complies with all of the Rules as they relate to animals/pets
- If any owner, tenant or occupant violates any provision of these Rules or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may, by written notice to such owner, tenant or occupant request that the pet be removed from the Strata Lot within thirty (30) days of receiving such notice

6. RECREATION ROOM

- The Recreation Room can be booked for private functions on a first-come/ first-served basis
- The Recreation Room shall be reserved for private functions in advance by phone or e-mail with the Property Manager during regular business hours. The reservation and date of notification to the Property Manager should be noted on the sign-up sheet in the Mail Room
- Multiple and serial bookings of the Recreation Room are not permitted
- The Recreation Room is to be used by the owners/residents of the Strata Corporation and shall not be used for the purposes of any business or business type of function
- The room may be used between the hours of 8:00 a.m. and 11:00 p.m. only, allowing one (1) hour for clean-up. The Recreation Room is locked at 12 midnight
- Booking time shall be limited to four (4) hours excluding clean-up time
- Noise shall be kept to a minimum and all care shall be taken to prevent disruption to other residents
- The doors shall not be propped open and access to and through the Tower and Common areas shall be strictly monitored by the "function" host
- The cleaning of the room is the sole responsibility of the owner/resident who uses the room and that individual is responsible for any damages incurred

GENERAL

- All garbage and/or items for recycling must be disposed of in the appropriate garbage bins and not left out on balconies, patios, hallways and/ or stairways
- Only household refuse may be disposed of in the Garbage Rooms provided on site. Items, such as furniture, appliances, vehicle parts, propane tanks, electronic equipment, computers and

their peripherals and televisions, etc. shall not be disposed of in the Garbage Room.

Owners/residents shall be responsible for all arrangements and costs of disposal of such items

- o No storage of items of any kind, including floor mats, shoes, umbrellas, baby equipment, etc., is permitted in hallways or stairwells of the building
- o Smoking, the consumption of alcohol and/or the discharging of fireworks is not permitted in any common areas of the Strata Corporation

7. VISITOR PARKING

- o The Visitor Parking is for visitors only. All visitors to Siena must visibly display in or on their vehicle the suite number and/or town house address they are visiting.
- o Residents found to be parking in the Visitor Parking area will be issued a notice and/or fine. Any resident's vehicle(s) found to be using the Visitor Parking area may be towed without notice to the owner.
- o Any visitors intending to use the Visitor Parking area for more than five (5) consecutive days in any calendar month must inform the Property Manager and obtain prior approval
- o Vehicles parked in contravention of the above rules may be towed without notice at the owner's expense

8. REALTORS

- o Lock boxes are not permitted to be attached in any location of the Siena
- o Open Houses are permitted in the Tower under the following conditions only
 - All guests must be met at the front door, escorted to and from the floor where the Open House is being held
 - A notice must be posted in advance of the Open House indicating the name of the Realtor, dates, times and location of the Open House in advance in the Mail Room
- o Town House Open Houses are permitted without the above restrictions
- o No Open House guest shall be permitted to wander unescorted through any of the common areas inside the building, including the parking garage

Passed by majority by Strata Council, September 1, 2009