

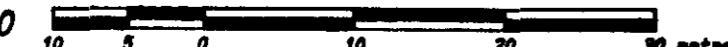


STRATA DOCS

Part 1

STRATA PLAN OF LOT A (DDEN46014)
SECTION 21, CLAYOQUOT DISTRICT, PLAN VIP67274.

B.C.G.S. 92C.093

SCALE 1 : 500 **LEGEND**

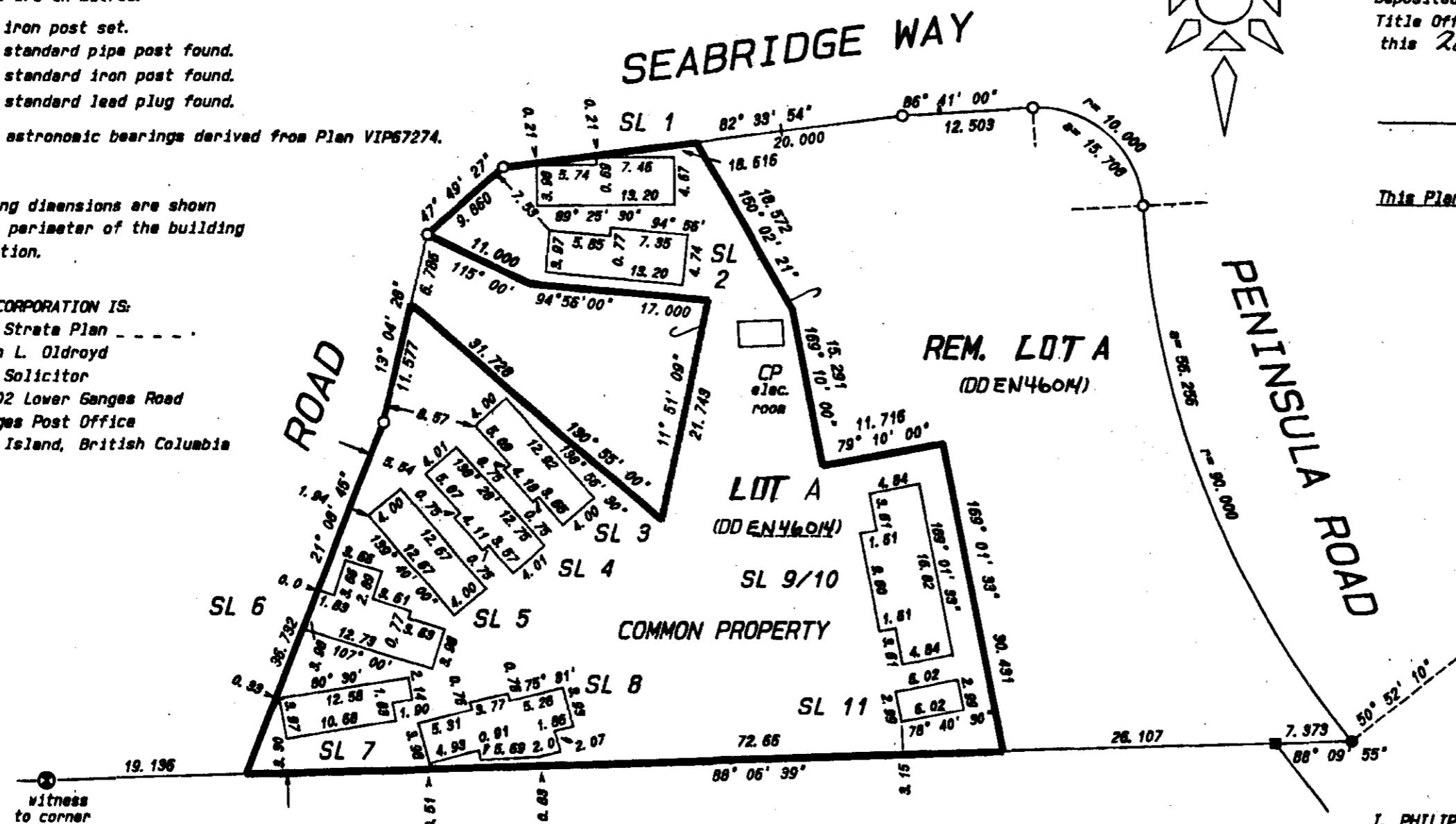
All distances are in metres.

- denotes iron post set.
- ◎ denotes standard pipe post found.
- denotes standard iron post found.
- denotes standard lead plug found.

Bearings are astronomic bearings derived from Plan VIP67274.

NOTE: Building dimensions are shown
to the perimeter of the building
foundation.

THE STRATA CORPORATION IS:
 The Owners: Strata Plan - - - - -
 c/o Jonathan L Oldroyd
 Barrister & Solicitor
 Suite 1 - 102 Lower Ganges Road
 Box 330 Ganges Post Office
 Salt Spring Island, British Columbia
 V8K 2V9



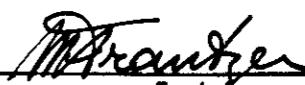
CIVIC ADDRESS:
 Peninsula Road
 Ucluelet, British Columbia

BOWERS & ASSOCIATES
 BOX 736, 2856 CASHWELL STREET,
 CHEMINUS, B.C., V0R 1K0
 PHONE/FAX: 246-4928
 File: 1989

FIRST SHEET
 SHEET ONE OF EIGHT SHEETS
STRATA PLAN VIS 4810

PHASE ONE

Deposited and registered in the Land
 Title Office at Victoria, B.C.
 this 28 day of May 1999.


 Registrar U4 EN46015

This Plan lies within The Village of Ucluelet.

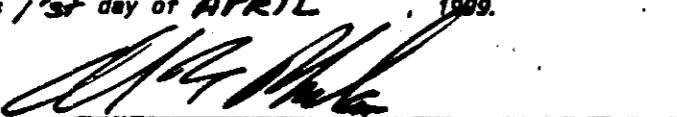
I, PHILIP J. BOWERS of the Town of Chemainus, a British Columbia Land Surveyor, hereby certify that the buildings erected on the parcel described above are wholly within the external boundaries of that parcel.
 Dated at Chemainus, B.C. this 10th day of March 1999.


 PHILIP J. BOWERS B.C.L.S.

CONDOMINIUM ACT

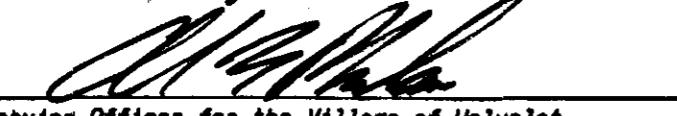
| LOT NO. | SHEET NO. | FORM 1 | FORM 2 | FORM 3 |
|------------------|----------------|---------------------------------|--|------------------------------|
| | | SCHEDULE OF UNIT ENTITLEMENT | SCHEDULE OF INTEREST UPON DESTRUCTION | SCHEDULE OF VOTING RIGHTS |
| 1 | 1 & 5 | 2766 | 11064 | 1 |
| 2 | 1 & 5 | 2704 | 10816 | 1 |
| 3 | 1, 4, 5, 7 & 8 | 5409 | 21636 | 1 |
| 4 | 1, 4, 5, 7 & 8 | 5409 | 21636 | 1 |
| 5 | 1, 4, 5, 7 & 8 | 4548 | 18192 | 1 |
| 6 | 1, 5 & 7 | 4425 | 17700 | 1 |
| 7 | 1, 4, 5, 7 & 8 | 5040 | 20160 | 1 |
| 8 | 1, 5, 7 & 8 | 7068 | 28272 | 1 |
| 9 | 1 & 6 | 2889 | 8667 | 1 |
| 10 | 1 & 6 | 2889 | 8667 | 1 |
| 11 | 1 & 6 | 1045 | 2090 | 1 |
| AGGREGATE | | 44192 | 168900 | 11 |

Approved as to Phase 1 of a Three Phase Strata Plan
under the Condominium Act
this 1st day of **APRIL**, 1999.


Approving Officer for the Village of Ucluelet

I hereby certify that the construction of the buildings
situated on Parcel A (ID), Section 21,
Clayoquot District, Plan VIP67274 has been approved
for strata plan development.

this 1st day of **April**, 1999.


Approving Officer for the Village of Ucluelet

I hereby certify that the common facility (electrical room)
which according to Form E of the Act was to have been
constructed in conjunction with this phase has been
satisfactorily provided for.

this 1st day of **April**, 1999.


Approving Officer for the Village of Ucluelet

BOWERS & ASSOCIATES
BOX 796, 2856 CASWELL STREET,
CHEMINUS, B.C., V0R 1K0
PHONE/FAX: 246-4928
File: 1989

SECOND SHEET
SHEET TWO OF EIGHT SHEETS

STRATA PLAN VIS 4810

PHASE 1

Approved as to Forms 1, 2 & 3.
this 29 day of **April**, 1999.

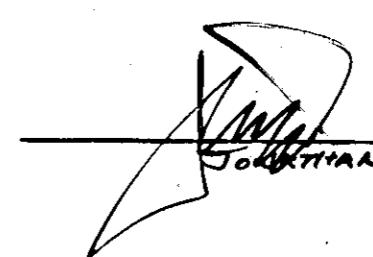

Superintendent of Real Estate

STATUTORY DECLARATION

I/We, the undersigned do solemnly declare that:
1) I/We the undersigned are the owner-developer or,
in the alternative, the duly authorized agent of the
owner developer.

2) The land included in this plan are
commercially zoned and for commercial use.

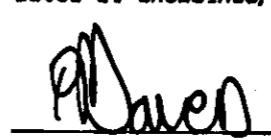
I/We make this solemn declaration conscientiously believing
it to be true and knowing that it is of the same force
and effect as if made under oath.


JONATHAN OLDROYD - AGENT.

Declared before me at VICTORIA in the Province of British Columbia, this 28 day of **MAY**, 1999.


A Commissioner for taking affidavits within British Columbia.
Sabrina I. Hanousek, Notary Public

Certified correct
Dated at Chemainus, B.C. this 27th day of March 1999.


Philip J. Bowers
B.C.L.S.

SEABRIDGE CONSTRUCTION LIMITED (Inc. No. 497987)

Authorized Signatory MARK CONST GLD LTD.

Authorized Signatory

Donna Smith

Witness as to signatures

Secretary

Occupation

1400-1815 BLANSHARD ST. VICTORIA

Address

ACCREDIT MORTGAGE LTD. (Inc. No. 479728)

Authorized Signatory JEFFERY A. MOSES

Authorized Signatory RACY H. CAMPBELL

Donna Smith

Witness as to signatures

Secretary

Occupation

400-1815 BLANSHARD ST. VICTORIA

Address

LAURENTIAN TRUST OF CANADA INC.

Authorized Signatory BARBARA MURPHY

PHASE 1

Authorized Signatory

Witness as to signatures

C.S.O.

Occupation

800 W Pender, Vancouver BC V6C 2V6

Address

SECOND SHEET
SHEET THREE OF EIGHT SHEETS

STRATA PLAN VIS 4810

CODY WHYAC CORPORATION 471031 B.C. LTD

AUTHORIZED SIGNATORY
JONATHAN OLDROYD

AUTHORIZED SIGNATORY
DOUG GILBRETT

Donna Smith
WITNESS AS TO SIGNATURES

ACCOUNTS CLERK
OCCUPATION

100-F95 Four Street
ADDRESS

Secretary
Occupation

400-1815 Blanshard St. Victoria
ADDRESS

I, PHILIP J. BOWERS, British Columbia Land Surveyor,
hereby certify that the buildings shown in this
Strata Plan have not, as of the 10th day of March, 1999,
been previously occupied. Dated at Chemainus, B.C.
this 10th day of March, 1999.

Philip J. Bowers

B.C.L.S

BOWERS & ASSOCIATES

BOX 796, 2856 CASHMILL STREET,

CHEMAINUS, B.C., V0R 1K0

PHONE/FAX: 246-4928

File: 1989

Certified correct

Dated at Chemainus, B.C. this 10th day of March, 1999.

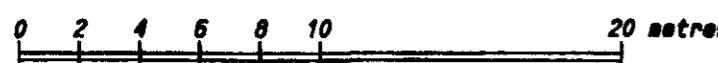
Philip J. Bowers

B.C.L.S

CRAWL SPACE

(NON HABITABLE)

Scale = 1: 250



*Unless otherwise indicated bearings deflect by
multiples of 90° from the given reference bearing.*

All balconies and decks are defined as to height by the centre of the floor above or its extensions or where there is no floor above, by the average height of the Strata Lot within the same building unless otherwise indicated.

All distances are in metres and decimals thereof.

SL denotes Strata Lot.

LCP denotes Limited Common Property.

CP denotes Common Property

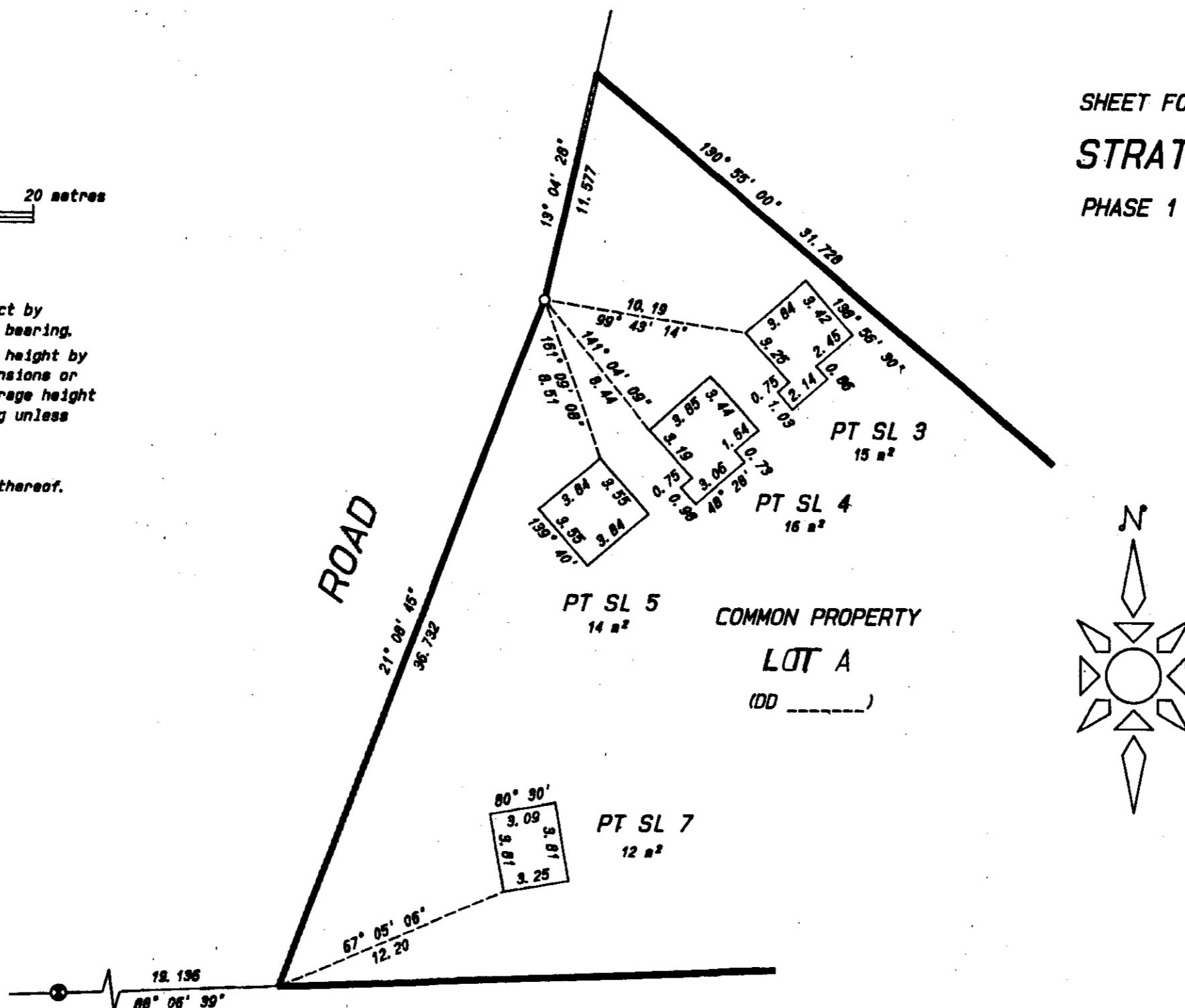
● denotes iron post found.

denotes iron post rod

SHEET FOUR OF EIGHT SHEETS

STRATA PLAN VIS 4810

PHASE 1



Certified correct

Dated at Chassinas, B.C., this 10th day of March, 1999.

PJ Davis

Philip J. Powers

8515

BOWERS & ASSOCIATES

BOWERS & ASSOCIATES
BOX 796, 2856 CASWELL STREET,
VANCOUVER B.C. V6B 1K0

PHONE/FAX: 216-4939

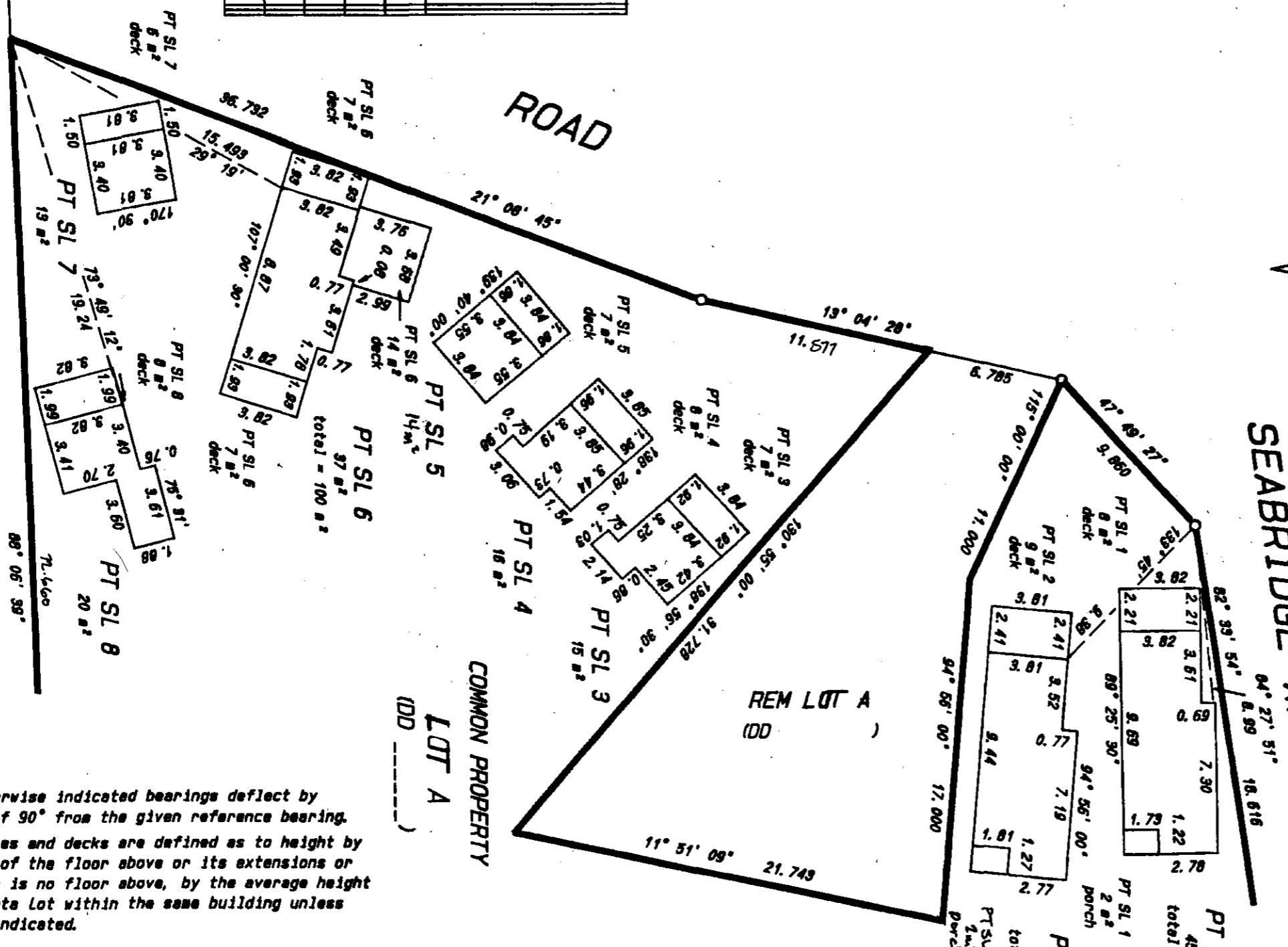
PHONE/FAX: 248-4

FIRST FLOOR

Scale = 1: 250



ROAD



Unless otherwise indicated bearings deflect by multiples of 90° from the given reference bearing.

All balconies and decks are defined as to height by the centre of the floor above or its extensions or where there is no floor above, by the average height of the Strata Lot within the same building unless otherwise indicated.

All distances are in metres and decimals thereof.

SL denotes Strat. Lot.

LCP denotes Limited Common Property.

CP denotes Common Property.

● denotes iron post found

denotes iron post set.

POWERS & ASSOCIATES

BOWERS & ASSOCIATES
BOX 796, 2856 CASWELL STREET
SURREY, B.C. V3P 1K2

CHENNAIS, B.C., UND.

PHONE/FAX: 246-1777

File: 1989

2.44
4.32
4.92
2.44

17

卷之三

SL 2

Certified correct

Dated at Chemainus, B.C., this 10 day of March, 1999.

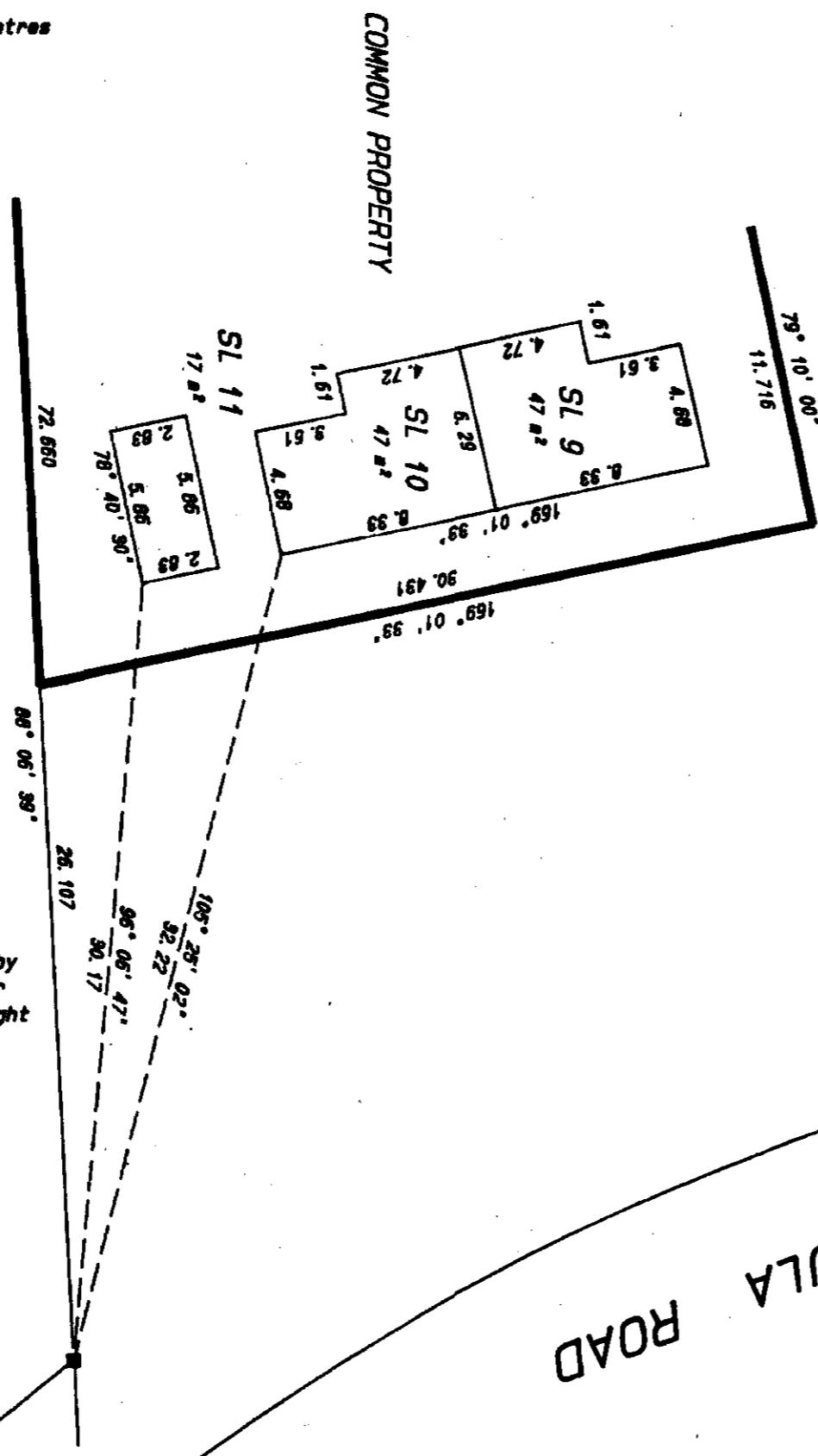
Places

Philip J. Bowers

B.C.L.S

FIRST FLOOR

Scale = 1: 250

**HE-TIN-KIS PARK**

Unless otherwise indicated bearings deflect by multiples of 90° from the given reference bearing.
All balconies and decks are defined as to height by the centre of the floor above or its extensions or where there is no floor above, by the average height of the Strata Lot within the same building unless otherwise indicated.

All distances are in metres and decimals thereof.

SL denotes Strata Lot.

LCP denotes Limited Common Property.

CP denotes Common Property.

● denotes iron post found.

○ denotes iron post set.

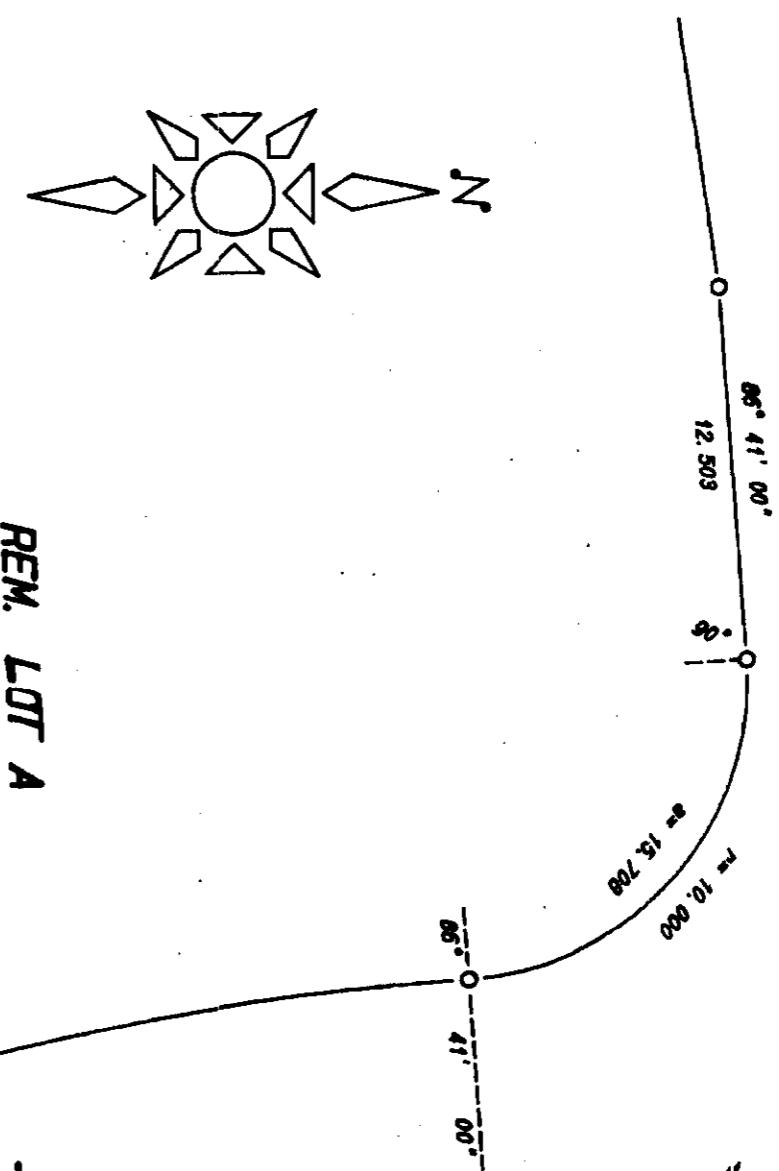
■ denotes lead plug found.

PENINSULA ROAD

*Certified correct
Dated at Chemainus, B.C., this 10th day of March 1999.*

Philip J. Bowers
Philip J. Bowers

B.C.L.S.

SHEET SIX OF EIGHT SHEETS**STRATA PLAN VIS 4810****PHASE 1****SEABRIDGE WAY****REM. LOT A**

SECOND FLOOR

Scale = 1: 250

0 2 4 6 8 10 20 metres

Unless otherwise indicated bearings deflect by multiples of 90° from the given reference bearing. All balconies and decks are defined as to height by the centre of the floor above or its extensions or where there is no floor above, by the average height of the Strata Lot within the same building unless otherwise indicated.

All distances are in metres and decimals thereof.

SL denotes Strata Lot

LCP denotes Limited Common Property.

CP denotes Common Property.

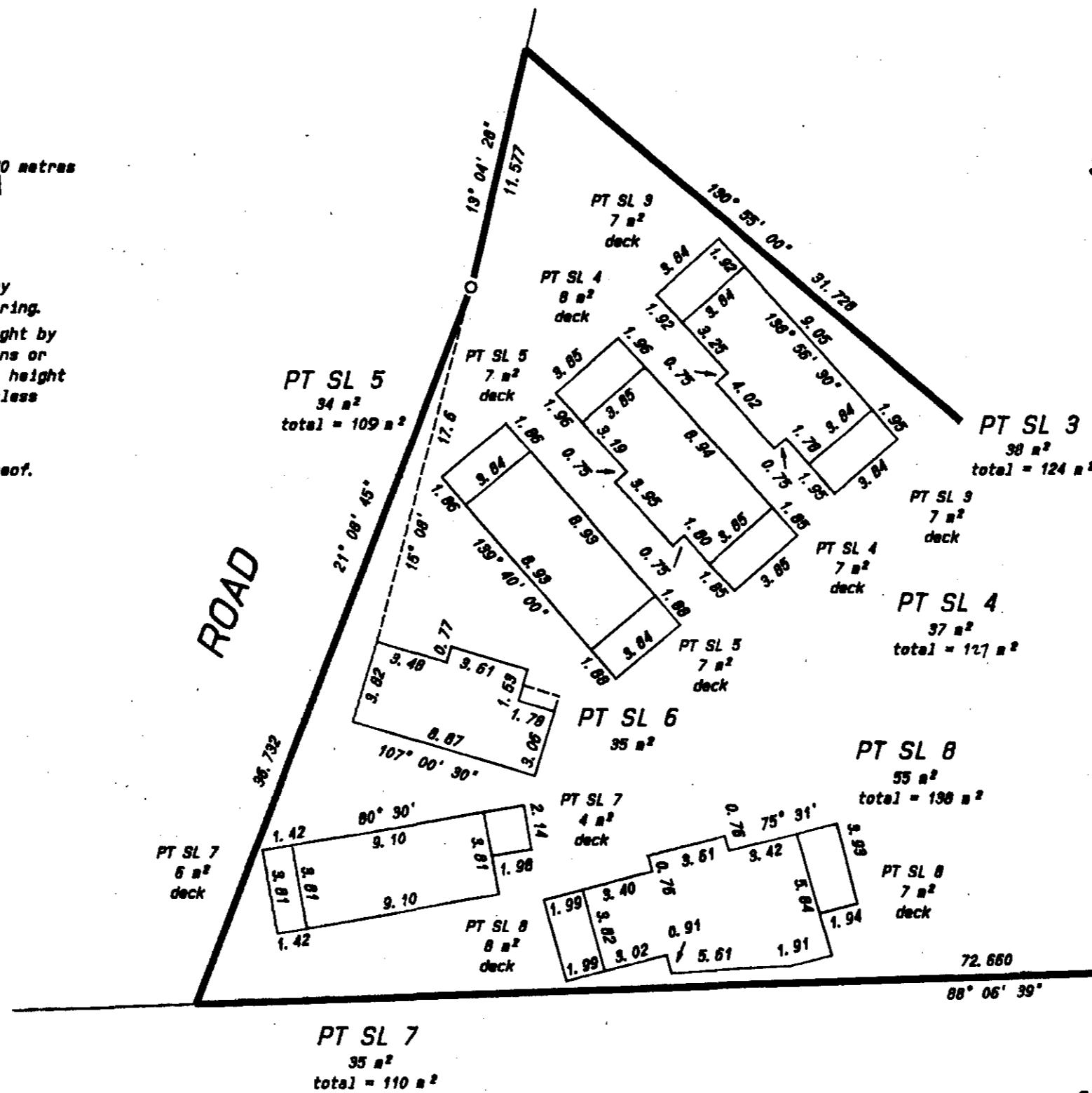
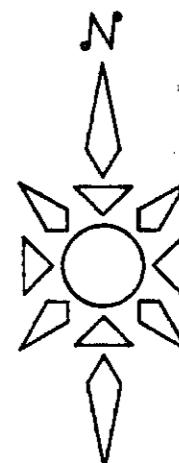
donates 1000 post found

C denotes iron past set

SHEET SEVEN OF EIGHT SHEETS

STRATA PLAN VIS

PHASE 1



Certified correct
Dated at Chemainus, B.C., this 10th day of March, 1999.

alluvial

Philip J. Bowers

B C L S

BOWERS & ASSOCIATES

**BOX 736, 2856 CASWELL STREET,
CHEVATONIS, B.C. V0B 1K0**

PHENACIUS, B. C., FOR
PHONE FAX 215-1880

PHONE/FAX: 246-...

THIRD FLOOR

Scale = 1: 250



*Unless otherwise indicated bearings deflect by
multiples of 90° from the given reference bearing.*

All balconies and decks are defined as to height by the centre of the floor above or its extensions or where there is no floor above, by the average height of the Strata Lot within the same building unless otherwise indicated.

All distances are in metres and decimals thereof.

SI denotes Strategic Lot.

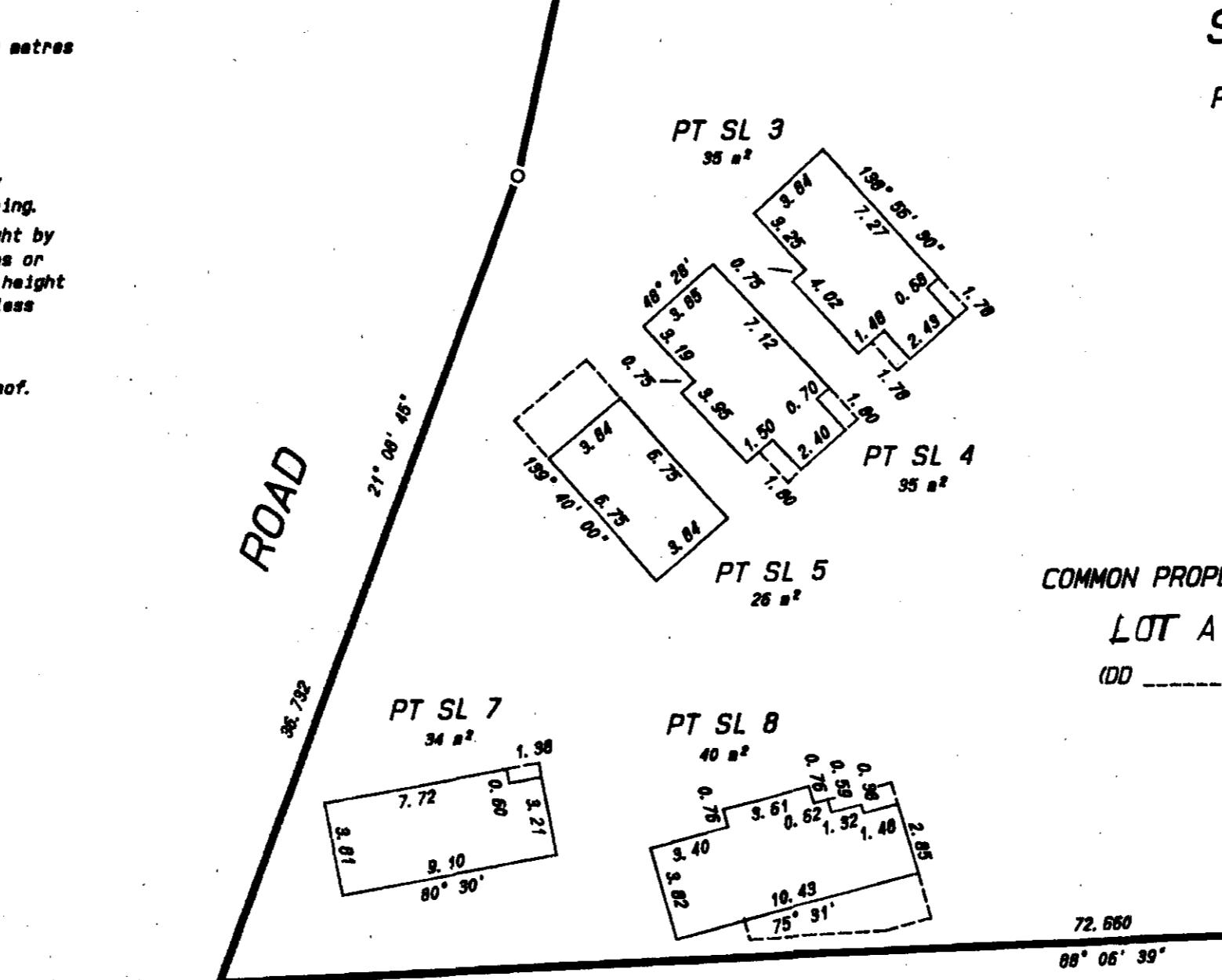
LCP denotes Limited Common Property.

LCP denotes Limited Common Property.
CP denotes Common Property.

● denotes icon post found.

- denotes iron past tense
- denotes iron past self

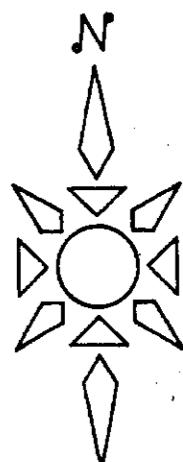
ROAD



SHEET EIGHT OF EIGHT SHEETS

STRATA PLAN VIS 4810

PHASE 1



COMMON PROPERTY

LAT A

(DD)

Certified correct
Dated at Chemainus, B.C., this 10th day of March, 1999.

P. J. Davies

Philip J. Powers

ACLS

BOWERS & ASSOCIATES
BOX 796, 2856 CASWELL STREET,
CHEMINUS, B.C., V0R 1K0
PHONE/FAX: 246-4928
File: 1989

**STRATA PLAN OF PARCEL A (DD EN46014)
SECTION 11, CLAYOQUOT DISTRICT, PLAN VIP67274.**

B. C. G. S. 92C. 093

SCALE 1 : 500 

LEGEND

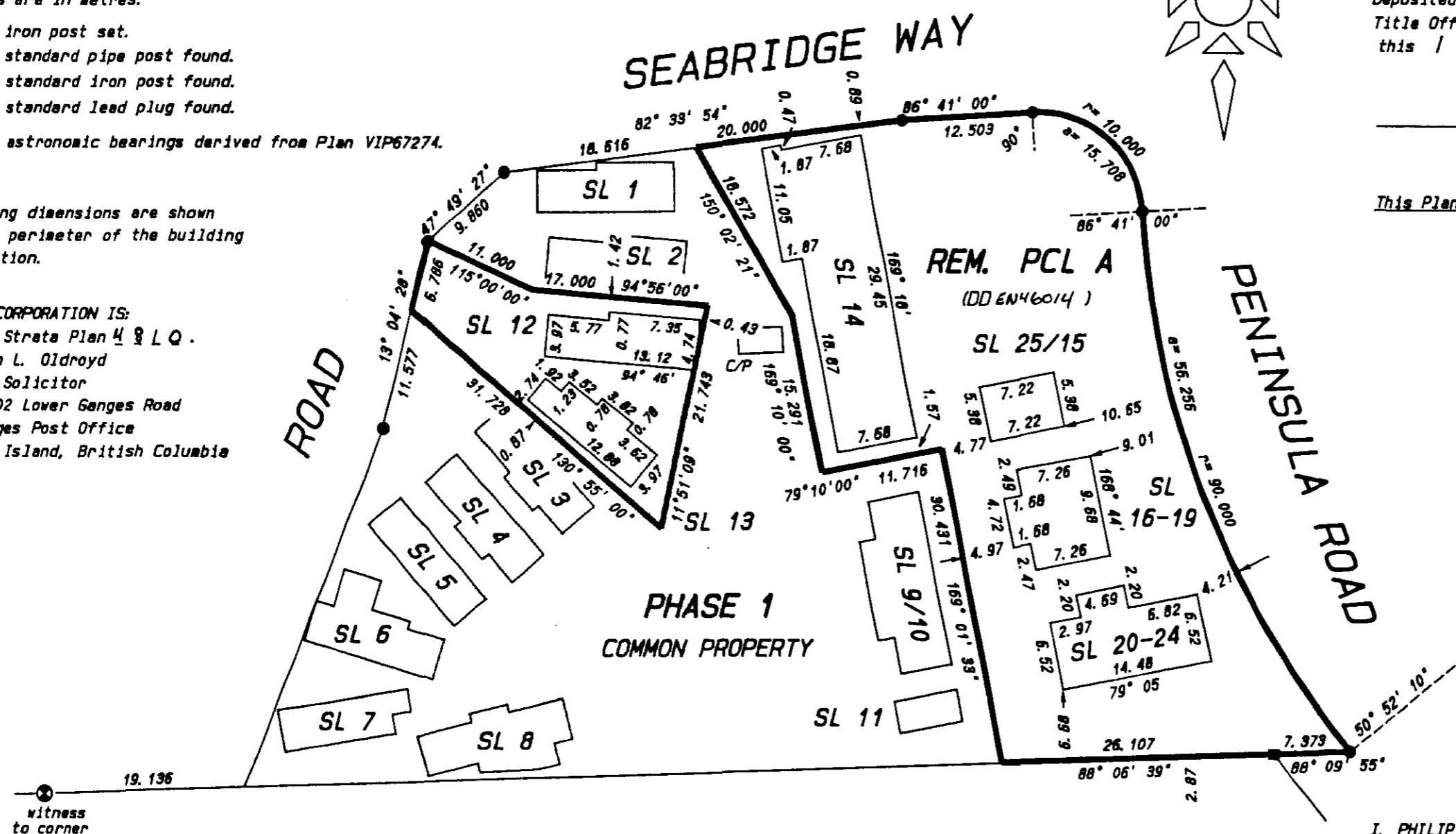
All distances are in metres.

- denotes iron post set.
- ✖ denotes standard pipe post found.
- denotes standard iron post found.
- denotes standard lead plug found.

Bearings are astronomic bearings derived from Plan VIP67274.

NOTE: Building dimensions are shown to the perimeter of the building foundation.

THE STRATA CORPORATION IS:
The Owners: Strata Plan 49 L.Q.
c/o Jonathan L. Oldroyd
Barrister & Solicitor
Suite 1 - 102 Lower Ganges Road
Box 330 Ganges Post Office
Salt Spring Island, British Columbia
V8K 2V9



CIVIC ADDRESS:
Peninsula Road
Ucluelet, British Columbia

BOWERS & ASSOCIATES

BOX 736, 2856 CASWELL STREET,
CHENAINUS, B.C., V0R 1K0

PHONE/FAX: 246-4928

File: 1989

**FIRST SHEET
SHEET ONE OF SEVEN SHEETS
STRATA PLAN VIS4810**

PHASE 2

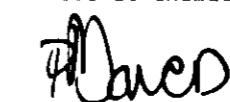
Deposited and registered in the Land Title Office at Victoria, B.C.
this 1 day of DEC , 1999.


Registrar

This Plan lies within The Village of Ucluelet.

EN110076


I, PHILIP J. BOWERS of the Town of Chemainus, a British Columbia Land Surveyor, hereby certify that the buildings erected on the parcel described above are wholly within the external boundaries of that parcel.
Dated at Chemainus, B.C. this 25th day of Oct , 1999.


PHILIP J. BOWERS B. C. L.S.

CONDOMINIUM ACT

| LOT NO. | SHEET NO. | FORM 1 | FORM 2 | FORM 3 |
|------------------|-----------|---------------------------------|--|------------------------------|
| | | SCHEDULE OF UNIT ENTITLEMENT | SCHEDULE OF INTEREST UPON DESTRUCTION | SCHEDULE OF VOTING RIGHTS |
| | | UNIT ENTITLEMENT | INTEREST UPON DESTRUCTION | VOTING RIGHTS |
| 12 | 4 8 5 | 5286 | 21144 | 1 |
| 13 | 4, 5 & 6 | 5716 | 22864 | 1 |
| 14 | 5 & 6 | 14751 | 29502 | 4.43 |
| 15 | 4 | 1905 | 3810 | 0.49 |
| 16 | 5 & 6 | 3012 | 6014 | 1 |
| 17 | 5 & 6 | 2704 | 5408 | 1 |
| 18 | 4 | 1967 | 3934 | 0.50 |
| 19 | 4 | 1844 | 3688 | 0.47 |
| 20 | 5 & 6 | 2643 | 5186 | 1 |
| 21 | 5 & 6 | 3135 | 6270 | 1 |
| 22 | 5 & 6 | 2643 | 5186 | 1 |
| 23 | 4 | 1414 | 2828 | 0.36 |
| 24 | 4 | 3079 | 6146 | 0.79 |
| 25 | 5 | 1844 | 3688 | 1 |
| AGGREGATE | | 51997 | 125873 | 15.04 |

SECOND SHEET
SHEET TWO OF SEVEN SHEETS

STRATA PLAN VIS4810

PHASE 2

Approved as to Forms 1, 2 & 3.
this 26 day of November , 1999.

FOR Superintendent of Real Estate.

I hereby certify that the construction of the buildings
situated on Parcel A (00), Section 21,
Clayoquot District, Plan VIP67274 has been approved
for strata plan development.
this 26th day of October , 1999.

Approving Officer for the Village of Ucluelet

Approved as to Phase 2
under the Condominium Act
this 26th day of October , 1999.

Approving Officer for the Village of Ucluelet

I hereby certify that the common facility (electrical/laundry/wash-
room) which according to Form E of the Act was to have been
constructed in conjunction with this phase has been
satisfactorily provided for.
this 26th day of October , 1999.

Approving Officer for the Village of Ucluelet

Certified correct
Dated at Chemainus, B.C. this 25th day of Oct , 1999.

Philip J. Bowers

B.C.L.S

BOX 796, 2856 CASWELL STREET,
CHEMAINUS, B.C., V0R 1K0
PHONE/FAX: 246-4928
File: 1989

SEABRIDGE CONSTRUCTION LIMITED

[Signature]
Authorized signatory MARK CONSIGLIO

Authorized signatory _____

Witness as to signatures PERRY ASKOUNIS

Mortgage Broker
Occupation

2309 STEPHENS ST.
Address VANCOUVER, B.C. V6K 3W5

LAURENTIAN TRUST OF CANADA INC.

[Signature]
Authorized signatory MARILYN KILZNIK

[Signature]
Authorized signatory ARM CORSETT

[Signature]
Witness as to signatures JOHANNE MARTEL

C.S.O.
Occupation

800 West Pender, Vancouver
Address BC V6C 2V6

I, PHILIP J. BOWERS, British Columbia Land Surveyor,
hereby certify that the buildings shown in this
Strata Plan have not, as of the 28th day of Aug, 1999,
been previously occupied. Dated at Chemainus, B.C.
this 28th day of Aug, 1999.

[Signature]
Philip J. Bowers

ACCREDIT MORTGAGE LTD.

[Signature]
Authorized signatory JEFFERY A. MOSES

Authorized signatory RORY H. CAMPBELL

Witness as to signatures WAJER R. NEWFOLD

Mortgage Broker
Occupation

461-1830 FERN ST.
Address Victoria BC V8R 4K3

CODY WHYAC CORPORATION

[Signature]
Authorized signatory JOANNALEA OLDFIELD

Authorized signatory _____

[Signature]
Witness as to signatures LORETTA A. RITHALER

Legal Secretary
Occupation

Box 330, Ganges PO
Address Salt Spring Island, BC V8K 2V9

LOUGHEED ENTERPRISES

[Signature]
Authorized signatory ROSS ELLIOTT

Authorized signatory _____

[Signature]
Witness as to signatures PERRY ASKOUNIS

Mortgage Broker
Occupation

2209 STEPHENS ST.
Address VANCOUVER, B.C. V6K 3W5

471031 BC LTD

[Signature]
Authorized signatory C. GILBERT

Authorized signatory _____

[Signature]
Witness as to signatures JEFFRY A. MOSES

Mortgage Broker
Occupation

4TH FL. - 1815 BLANCHARD
Address VICTORIA

BOWERS & ASSOCIATES

BOX 796, 2856 CASWELL STREET,
CHEMAINUS, B.C., V0R 1K0
PHONE/FAX: 246-4928
FILE: 1989

B.C.L.S

SECOND SHEET
SHEET THREE OF SEVEN SHEETS

STRATA PLAN VIS

PHASE 2

KALLISTA ENTERPRISES INC

[Signature]
Authorized signatory PAGE CHIRONOMOS

Authorized signatory _____

[Signature]
Witness as to signatures PERRY ASKOUNIS

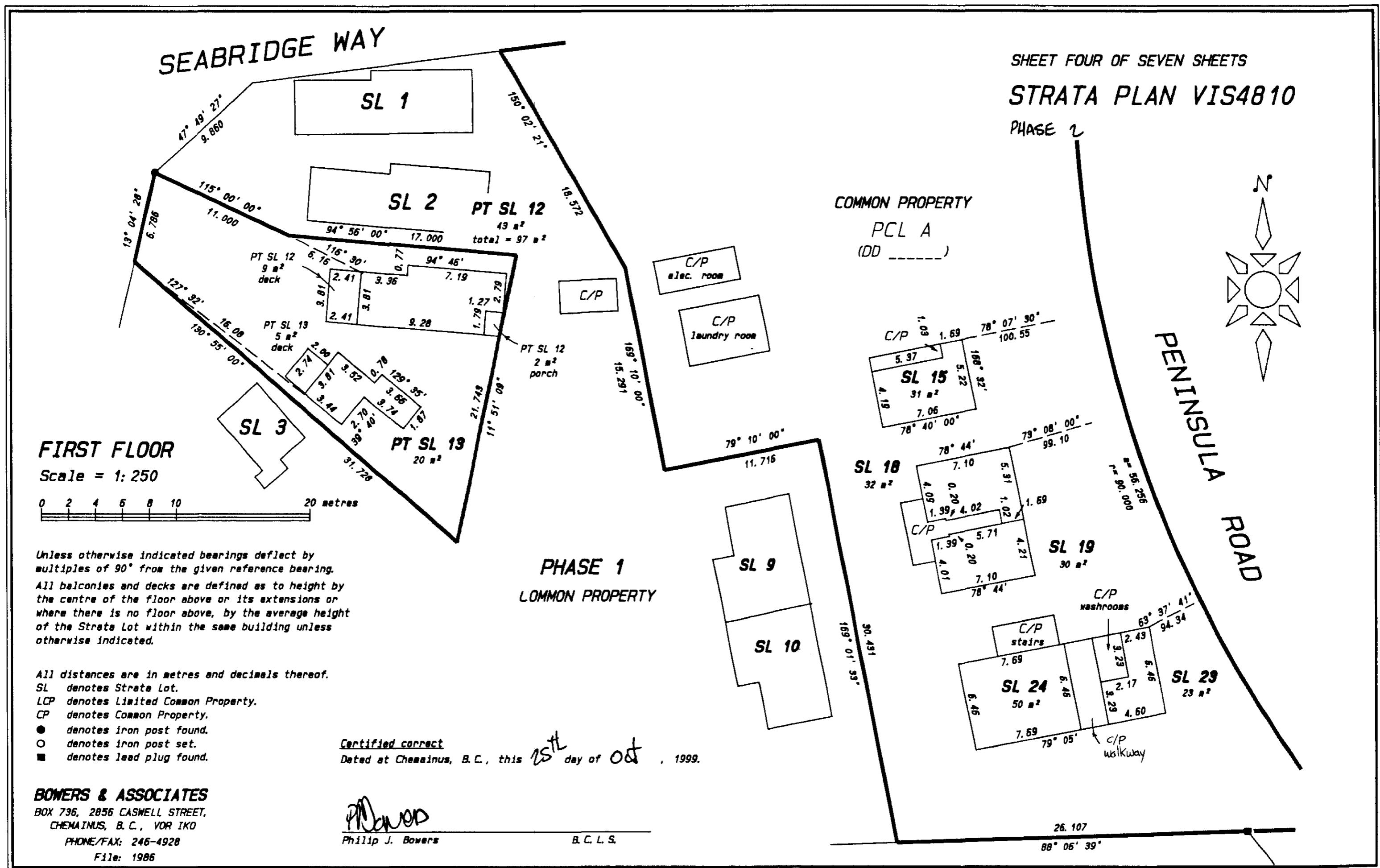
Mortgage Broker
Occupation

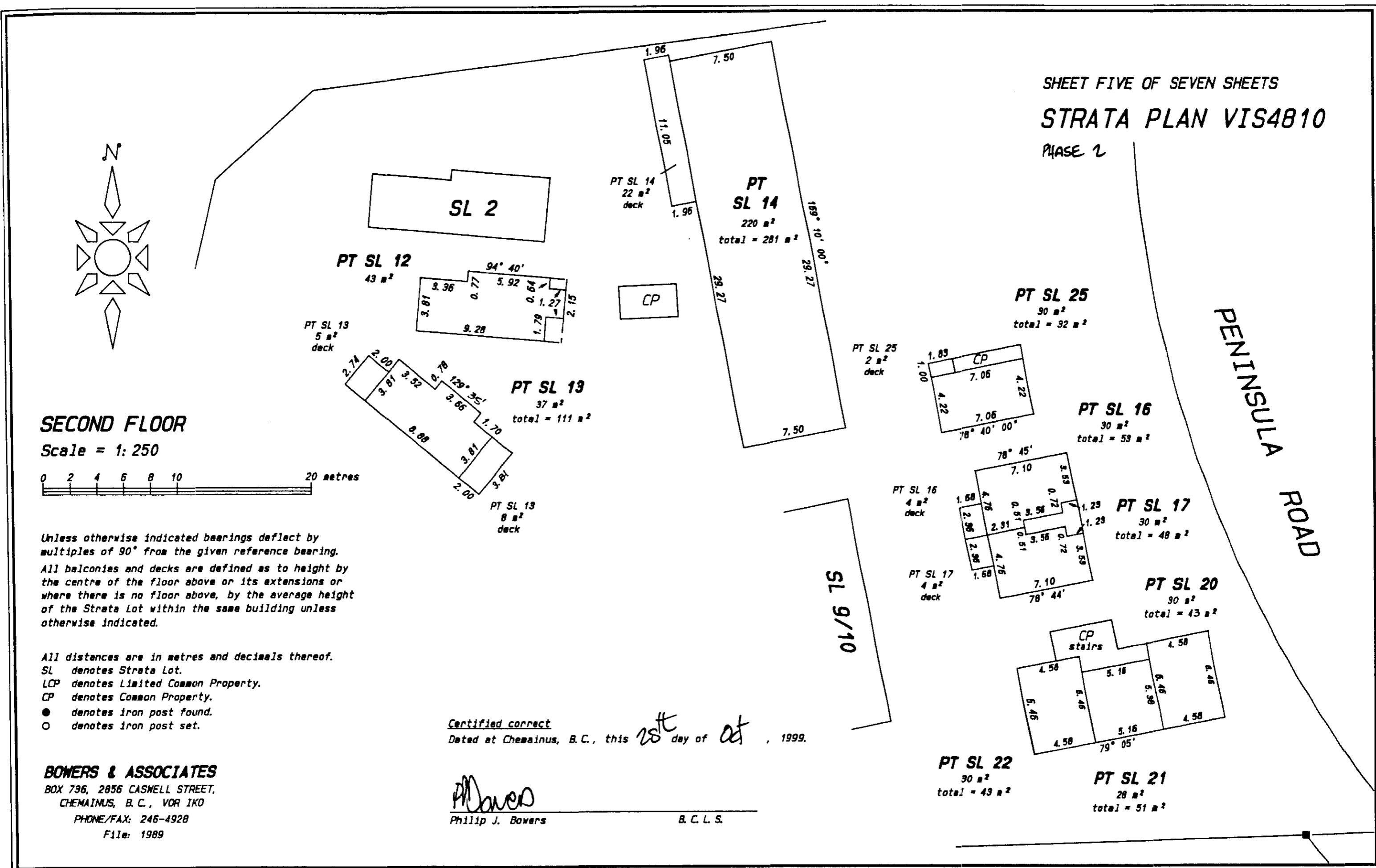
2209 STEPHENS ST.
Address VANCOUVER, B.C. V6K 3W5

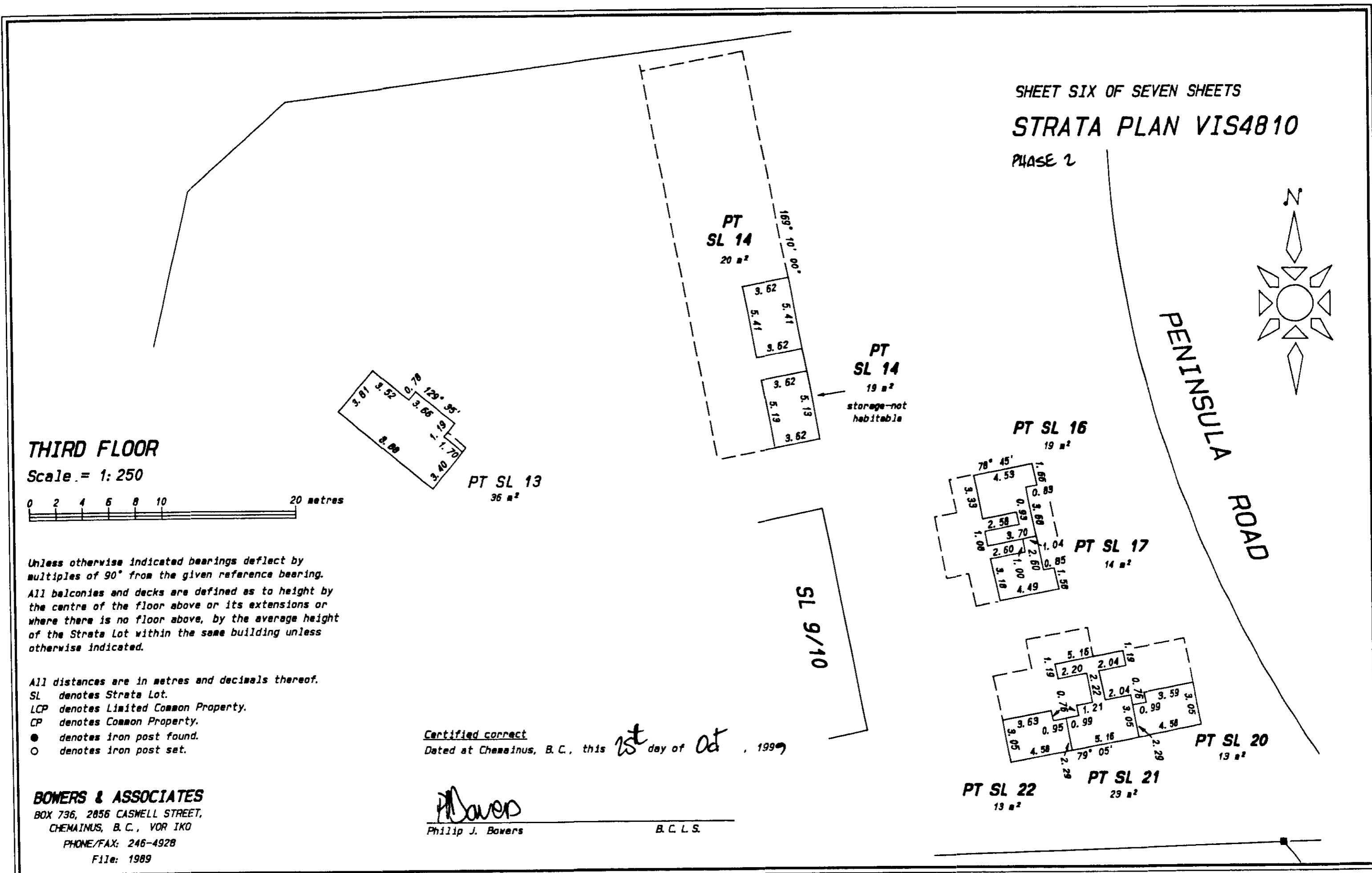
Certified correct
Dated at Chemainus, B.C. this 28th day of Oct, 1999.

[Signature]
Philip J. Bowers

B.C.L.S







SHEET SEVEN OF SEVEN SHEETS
STRATA PLAN VIS4810
PHASE 2

BOWERS & ASSOCIATES
BOX 796, 2856 CASWELL STREET,
CHEMINUS, B.C., V0R 1K0
PHONE/FAX: 246-4928
File: 1989

Certified correct.
Dated at Chambeyron, B.C., this 25th day of Oct., 1999.


Philip J. Bawden

Philip J. Bowes

B.G.L.S



Terrace Beach VIS 4810

Financial Report

December 2020

- Balance Sheet as at December 31, 2020
- Comparative Income Statement for period ending December 31, 2020
- Bank Reconciliations and Bank Statements for December 2020
- Accounts Receivable Summary as at December 31, 2020
- Accounts Payable Summary as at December 31, 2020
- Expense General Ledger for December 2020

RK reviewed 27 January 2021

Terrace Beach VIS 4810
Balance Sheet As at 12/31/2020

ASSET**Current Assets**

| | |
|---------------------------------|-------------------|
| Operating - TD Bank | 1,922.70 |
| Operating - Scotiabank (Note 1) | 68,530.35 |
| Contingency - Scotiabank | 3,095.68 |
| Petty Cash | 250.00 |
| Total Cash | 73,798.73 |
| Accounts Receivable (Note 2) | 800,372.00 |
| Total Current Assets | 874,170.73 |

TOTAL ASSET**874,170.73****LIABILITY****Current Liabilities**

| | |
|----------------------------------|------------------|
| Prepaid Strata Fees | 103.05 |
| Deposit | 2,429.22 |
| Accounts Payable (Note 3) | 73,406.67 |
| Total Current Liabilities | 75,938.94 |

TOTAL LIABILITY**75,938.94****EQUITY****Operating Fund Reserve**

| | |
|---------------------------------------|------------------|
| Opening Operating Fund | 1,490.80 |
| Current Earnings | 21,134.81 |
| Closing Operating Fund Reserve | 22,625.61 |

Contingency Fund Reserve

| | |
|---|-----------------|
| Opening Contingency Reserve Fund | 70,493.71 |
| Contingency Reserve - Current Year | -67,398.03 |
| Closing Contingency Fund Reserve | 3,095.68 |

Special Project Reserves

| | |
|---|-------------------|
| Special Project - Current Year (Note 4) | 772,143.43 |
| Total Exterior Remediation Project | |
| Opening Special Project Reserve | 115.48 |
| Special Project - Current Year | 251.59 |
| Total Parking Stalls Project | 367.07 |
| Closing Special Project Reserves | 772,510.50 |

TOTAL EQUITY**798,231.79****LIABILITIES AND EQUITY****874,170.73**

Terrace Beach VIS 4810
Balance Sheet As at 12/31/2020

Note 1: Operating - Scotiabank

\$45,319.10 due to Special Levy - Exterior Remediation
\$367.07 due to Special Levy - Parking Stalls

Note 2: Accounts Receivable

Includes \$800,231.00 levy receivable

Note 3: Accounts Payable

\$73,406.67 is Special Levy - Exterior Remediation payable

Note 4: Special Project - Current Year

The Owners, at their Annual General Meeting held on December 19, 2020, approved a \$1,000,000 special levy to complete the repairse and replacements for the common property.

Terrace Beach VIS 4810
Comparative Income Statement

| | Actual 02/01/2020 to 12/31/2020 | Budget 02/01/2020 to 12/31/2020 | Difference |
|---------------------------------------|---------------------------------------|---------------------------------------|-------------------|
| REVENUE | | | |
| Operating Income | | | |
| Operating Assessments | 117,241.62 | 117,297.62 | -56.00 |
| Operating Interest Income | 124.96 | 0.00 | 124.96 |
| Other Rental Income | 600.00 | 660.00 | -60.00 |
| Laundry Income | 3,500.00 | 3,850.00 | -350.00 |
| Hot Tub | 1,725.00 | 1,925.00 | -200.00 |
| Surplus (Deficit) Forward | 13,834.50 | 15,217.95 | -1,383.45 |
| Other Income | 0.00 | 320.76 | -320.76 |
| Total Operating Fund Income | 137,026.08 | 139,271.33 | -2,245.25 |
| Contingency Fund Income | | | |
| Contingency Assessments | 28,359.91 | 28,416.63 | -56.72 |
| CRF Expense Transfer | 96,305.85 | 96,305.85 | 0.00 |
| Total Contingency Fund Income | 124,665.76 | 124,722.48 | -56.72 |
| Special Levy Fund Income | | | |
| Special Assessments | 999,999.99 | 1,000,000.00 | -0.01 |
| Special Levy Expense Transfer | 227,856.56 | 178,812.58 | 49,043.98 |
| Total Special Levy Fund Income | 1,227,856.55 | 1,178,812.58 | 49,043.97 |
| TOTAL REVENUE | 1,489,548.39 | 1,442,806.39 | 46,742.00 |
| EXPENSE | | | |
| Administrative Expenses | | | |
| Administration | 1,794.67 | 595.76 | 1,198.91 |
| Strata Management | 8,677.56 | 7,206.43 | 1,471.13 |
| Insurance / Appraisal | 12,458.19 | 27,500.00 | -15,041.81 |
| Total Administrative Expenses | 22,930.42 | 35,302.19 | -12,371.77 |
| Building Expenses | | | |
| Exterior | 42,659.18 | 26,364.25 | 16,294.93 |
| Janitorial | 0.00 | 229.13 | -229.13 |
| Fire Safety | 1,064.84 | 916.63 | 148.21 |
| Mechanical | 0.00 | 458.26 | -458.26 |
| Other | 0.00 | 91.63 | -91.63 |
| Total Building Expenses | 43,724.02 | 28,059.90 | 15,664.12 |
| Grounds Expenses | | | |
| Landscaping Maintenance | 1,680.00 | 2,291.63 | -611.63 |
| Parking Lease | 4,047.42 | 4,042.50 | 4.92 |
| Total Grounds Expenses | 5,727.42 | 6,334.13 | -606.71 |
| Utilities Expenses | | | |
| Electricity | 33,350.01 | 43,541.63 | -10,191.62 |
| Water / Sewer | 3,104.20 | 5,500.00 | -2,395.80 |
| Refuse Removal | 2,048.59 | 2,979.13 | -930.54 |
| Total Utilities Expenses | 38,502.80 | 52,020.76 | -13,517.96 |

Terrace Beach VIS 4810
Comparative Income Statement

| | Actual 02/01/2020 to 12/31/2020 | Budget 02/01/2020 to 12/31/2020 | Difference |
|--|---------------------------------------|---------------------------------------|------------------|
| Caretaker Expenses | | | |
| Wages & Benefits Expense | 4,961.25 | 8,250.00 | -3,288.75 |
| WCB Expense | 45.36 | 137.50 | -92.14 |
| Total Caretaker Expenses | <u>5,006.61</u> | <u>8,387.50</u> | <u>-3,380.89</u> |
| Contingency Fund Expenditures | | | |
| Transfer to Reserve | 28,359.91 | 28,416.63 | -56.72 |
| CRF Expense (Note 1) | 96,305.85 | 96,305.85 | 0.00 |
| Total Contingency Fund Expendi... | <u>124,665.76</u> | <u>124,722.48</u> | <u>-56.72</u> |
| Special Levy | | | |
| Special Levy Expense (Note 2) | 227,856.56 | 178,812.58 | 49,043.98 |
| Special Assessments Transfer | 999,999.99 | 1,000,000.00 | -0.01 |
| Total Special Levy Fund Expenses | <u>1,227,856.55</u> | <u>1,178,812.58</u> | <u>49,043.97</u> |
| TOTAL EXPENSE | <u>1,468,413.58</u> | <u>1,433,639.54</u> | <u>34,774.04</u> |
| NET INCOME | <u>21,134.81</u> | <u>9,166.85</u> | <u>11,967.96</u> |

Terrace Beach VIS 4810

Comparative Income Statement

Note 1: CRF Expense

Emergency repairs - \$96,305.85

Note 2: Special Levy Expense

\$178,602.58 special levy expenses

\$210.00 special levy management fees

\$49,043.98 emergency CRF expenditure paid from special levy fund

Terrace Beach VIS 4810**Account Reconciliation with Outstanding Transaction Detail Report 12/01/2020 to 12/31/2020****Report By: Statement end date**

| Deposit No. | Date | JE# | Source | Comment | Amount | Total |
|---|------------|-----|--------|---------|--------|-------|
| Account: 1003 Operating - Scotiabank | | | | | | |
| Previous Statement Start Date: | 11/01/2020 | | | | | |
| Previous Statement End Date: | 11/30/2020 | | | | | |
| Statement start date: | 12/01/2020 | | | | | |
| Statement end date: | 12/31/2020 | | | | | |
| Reconciliation date: | 01/26/2021 | | | | | |

Reconciled

| | |
|---|------------------|
| Statement End Balance as of 12/31/2020 | 71,123.68 |
| Add: Outstanding Deposits | 0.00 |
| Subtract: Outstanding Withdrawals | -2,593.33 |
| Adjusted Bank Balance as of 12/31/2020 | 68,530.35 |
| <hr/> | |
| Book balance as of 12/31/2020 | 68,530.35 |
| <hr/> | |

| | | | | | |
|--------------------------------|------|-----|----------------------|--|-----------|
| Outstanding Deposits | | | | | 0.00 |
| Outstanding Withdrawals | | | | | |
| 12/01/2020 | J63 | J/E | Operating Charge | | -10.00 |
| 12/31/2020 | J318 | J/E | Monthly CRF transfer | | -2,583.33 |
| Total Outstanding Withdrawals | | | | | -2,593.33 |

RK reviewed 27 January 2021



6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

ARDENT PROPERTIES INC
ITF STRATA PLAN 4810 OP
371 FRANKLYN ST
NANAIMO BC V9R2X5

Statement Of: Business Account **Account Number:** 31310 00975 19 **From:** Nov 30 2020 **To:** Dec 31 2020

Account Summary for this Period:

| No. of Debits | Total Amount - Debits | No. of Credits | Total Amount - Credits |
|---------------|-----------------------|----------------|------------------------|
| 8 | \$510,731.28 | 7 | \$581,854.96 |

Account Details:

| Date | Description | Withdrawals/Debits (\$) | Deposits/Credits (\$) | Balance (\$) |
|------------|---|-------------------------|-----------------------|--------------|
| 11/30/2020 | BALANCE FORWARD | | | 0.00 |
| 12/03/2020 | TRANSFER FROM 31310 00837 12 | | 11,028.63 | 11,028.63 |
| 12/03/2020 | SERVICE CHARGE | 12.00 | | 11,016.63 |
| 12/07/2020 | DEPOSIT CITY CENTRE 40220 001 | | 270,095.12 | 281,111.75 |
| 12/07/2020 | DEPOSIT CITY CENTRE 40220 001 | | 2,086.52 | 283,198.27 |
| 12/07/2020 | NIGHT DEPOSIT CITY CENTRE 40220 001 | | 546.28 | 283,744.55 |
| 12/09/2020 | TRANSFER TO 31310 01880 18 OTHER | 270,641.40 | | 13,103.15 |
| 12/10/2020 | TRANSFER TO 31310 00835 18 | 2,484.21 | | 10,618.94 |
| 12/16/2020 | DEPOSIT CITY CENTRE 40220 001 | | 58,329.42 | 68,948.36 |
| 12/18/2020 | DEPOSIT CITY CENTRE 40220 001 | | 199,768.99 | 268,717.35 |
| 12/18/2020 | TRANSFER FROM 31310 01054 14 | | 40,000.00 | 308,717.35 |

| No. of Debits | Total Amount - Debits | No. of Credits | Total Amount - Credits |
|---------------|-----------------------|----------------|------------------------|
| 3 | \$273,137.61 | 7 | \$581,854.96 |



6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

Statement Of: Business Account **Account Number:** 31310 00975 19 **From:** Nov 30 2020 **To:** Dec 31 2020

| Date | Description | Withdrawals/Debits (\$) | Deposits/Credits (\$) | Balance (\$) |
|------------|-------------------------------|-------------------------|-----------------------|--------------|
| 12/18/2020 | CHQ* 11 7220833301 | 40,000.00 | | 268,717.35 |
| 12/18/2020 | TRANSFER TO 31310 01054 14 | 40,512.35 | | 228,205.00 |
| 12/22/2020 | CHQ* 12 7221086663 | 154,449.89 | | 73,755.11 |
| 12/30/2020 | CHQ 1 7025969807 | 2,625.18 | | 71,129.93 |
| 12/31/2020 | SERVICE CHARGE | 6.25 | | 71,123.68 |

| No. of Debits | Total Amount - Debits | No. of Credits | Total Amount - Credits |
|---------------|-----------------------|----------------|------------------------|
| 5 | \$237,593.67 | 0 | \$0.00 |

Uncollected fees and/or ODI owing: \$0.00
Overdraft Interest Collected: Jan-Dec. 2020 \$0.00

Please examine this statement promptly.

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GST Registration No. R105195598

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6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

ARDENT PROPERTIES INC
ITF STRATA PLAN 4810 OP
371 FRANKLYN ST
NANAIMO BC V9R2X5

Statement Of: Service Charge **Account Number:** 31310 00975 19 **From:** Nov 30 2020 **To:** Dec 31 2020

| Item | Volume | Rate | Charge (\$) |
|------------------------------|--------|------|---------------|
| SBAP Monthly Fee - Full | | | .00 |
| Transactions Over Plan | | | |
| Night Deposits | 1 | 1.25 | 1.25 |
| Sub Total | | | 1.25 |
| Cust. Transfer Requests | 1 | 5.00 | 5.00 |
| Total Service Charges | | | \$6.25 |

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GST Registration No. R105195598

® Registered trademark of The Bank of Nova Scotia

Terrace Beach VIS 4810**Bank Account Transactions Report 12/01/2020 to 12/31/2020****Sorted by: Date**

| Date | Comment | Source # | JE# | Debits | Credits | Balance | - Dr |
|-------------|---|----------|------|------------|------------|------------|------|
| 1003 | Operating - Scotiabank | | | | | | |
| 12/01/2020 | 21, Devon Chisholm Sockett - SL 21 | CP1 | J34 | 418.33 | - | 418.33 | Dr |
| 12/01/2020 | Operating Charge | J/E | J63 | - | 10.00 | 408.33 | Dr |
| 12/01/2020 | 20201201, Ardent Properties Inc. | Cash | J70 | - | 856.34 | 448.01 | Cr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP2 | J39 | 385.50 | - | 62.51 | Cr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP3 | J40 | 2,335.03 | - | 2,272.52 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP4 | J41 | 254.20 | - | 2,526.72 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP5 | J42 | 401.91 | - | 2,928.63 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP6 | J43 | 360.82 | - | 3,289.45 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP7 | J44 | 262.47 | - | 3,551.92 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP8 | J45 | 246.06 | - | 3,797.98 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP9 | J46 | 360.82 | - | 4,158.80 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP10 | J47 | 352.68 | - | 4,511.48 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP11 | J48 | 352.68 | - | 4,864.16 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP12 | J49 | 410.05 | - | 5,274.21 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP13 | J50 | 246.06 | - | 5,520.27 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP14 | J51 | 721.76 | - | 6,242.03 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP15 | J52 | 721.76 | - | 6,963.79 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP16 | J53 | 606.87 | - | 7,570.66 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP17 | J54 | 590.46 | - | 8,161.12 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP18 | J55 | 672.53 | - | 8,833.65 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP19 | J56 | 943.14 | - | 9,776.79 | Dr |
| 12/03/2020 | Island Creek Developments Ltd. - ... | CP20 | J57 | 385.50 | - | 10,162.29 | Dr |
| 12/04/2020 | 653186 BC Ltd. - SL 13 | 000959 | J58 | 765.98 | - | 10,928.27 | Dr |
| 12/04/2020 | Clayton, Ron - SL 12 | 000959 | J59 | 708.36 | - | 11,636.63 | Dr |
| 12/04/2020 | Life, Be In It ... Productions Ltd. - ... | 000959 | J60 | 370.66 | - | 12,007.29 | Dr |
| 12/04/2020 | Shen Nan Lu - SL 23 | 175 | J61 | 241.52 | - | 12,248.81 | Dr |
| 12/09/2020 | Ardent Properties Inc. | Cash | J69 | - | 1,627.87 | 10,620.94 | Dr |
| 12/16/2020 | The Owners of Strata Plan VIS 4810 | 101 | J72 | 17,450.00 | - | 28,070.94 | Dr |
| 12/16/2020 | FIRST Insurance Funding of Cana... | 1 | J82 | - | 2,625.18 | 25,445.76 | Dr |
| 12/18/2020 | Creative Concepts Construction Inc. | 11 | J85 | - | 40,000.00 | 14,554.24 | Cr |
| 12/18/2020 | CRF TRS - CC Contructtion Inv#R... | J/E | J316 | 40,000.00 | - | 25,445.76 | Dr |
| 12/22/2020 | SPL TRS - CCC#TBRE1-2020-06 | J/E | J90 | 49,043.98 | - | 74,489.74 | Dr |
| 12/22/2020 | SPL TRS - CCC TBRE2-2020-01 | J/E | J92 | 105,405.91 | - | 179,895.65 | Dr |
| 12/22/2020 | Creative Concepts Construction Inc. | 12 | J93 | - | 154,449.89 | 25,445.76 | Dr |
| 12/31/2020 | Due to Special Levy | J/E | J185 | 45,686.17 | - | 71,131.93 | Dr |
| 12/31/2020 | Bank S/C | J/E | J186 | - | 18.25 | 71,113.68 | Dr |
| 12/31/2020 | Monthly CRF transfer | J/E | J318 | - | 2,583.33 | 68,530.35 | Dr |
| | | | | 270,701.21 | 202,170.86 | | |

Terrace Beach VIS 4810**Account Reconciliation with Outstanding Transaction Detail Report 12/01/2020 to 12/31/2020****Report By: Statement end date**

| Deposit No. | Date | JE# | Source | Comment | Amount | Total |
|---|------------|-----|--------|---------|--------|-------|
| Account: 1007 Contingency - Scotiabank | | | | | | |
| Previous Statement Start Date: | 11/01/2020 | | | | | |
| Previous Statement End Date: | 11/30/2020 | | | | | |
| Statement start date: | 12/01/2020 | | | | | |
| Statement end date: | 12/31/2020 | | | | | |
| Reconciliation date: | 01/26/2021 | | | | | |

Reconciled

| | |
|---|-----------------|
| Statement End Balance as of 12/31/2020 | 512.35 |
| Add: Outstanding Deposits | 2,583.33 |
| Subtract: Outstanding Withdrawals | 0.00 |
| Adjusted Bank Balance as of 12/31/2020 | <u>3,095.68</u> |
| <hr/> | |
| Book balance as of 12/31/2020 | <u>3,095.68</u> |
| <hr/> | |

| | | | | | |
|----------------------------|------|-----|----------------------|----------|----------|
| Outstanding Deposits | | | | | |
| 12/31/2020 | J318 | J/E | Monthly CRF transfer | 2,583.33 | |
| Total Outstanding Deposits | | | | | 2,583.33 |
| Outstanding Withdrawals | | | | | 0.00 |

RK reviewed 27 January 2021



6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

ARDENT PROPERTIES INC
ITF STRATA PLAN 4810 CRF
371 FRANKLYN ST
NANAIMO BC V9R2X5

Statement Of: Business Account **Account Number:** 31310 01054 14 **From:** Nov 30 2020 **To:** Dec 31 2020

Account Summary for this Period:

| No. of Debits | Total Amount - Debits | No. of Credits | Total Amount - Credits |
|---------------|-----------------------|----------------|------------------------|
| 1 | \$40,000.00 | 1 | \$40,512.35 |

Account Details:

| Date | Description | Withdrawals/Debits (\$) | Deposits/Credits (\$) | Balance (\$) |
|------------|---------------------------------|-------------------------|-----------------------|--------------|
| 11/30/2020 | BALANCE FORWARD | | | 0.00 |
| 12/18/2020 | TRANSFER FROM 31310 00975 19 | | 40,512.35 | 40,512.35 |
| 12/18/2020 | TRANSFER TO 31310 00975 19 | 40,000.00 | | 512.35 |

| No. of Debits | Total Amount - Debits | No. of Credits | Total Amount - Credits |
|---------------|-----------------------|----------------|------------------------|
| 1 | \$40,000.00 | 1 | \$40,512.35 |

Uncollected fees and/or ODI owing: \$0.00
Overdraft Interest Collected: Jan-Dec. 2020 \$0.00

Please examine this statement promptly.

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6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

ARDENT PROPERTIES INC
ITF STRATA PLAN 4810 CRF
371 FRANKLYN ST
NANAIMO BC V9R2X5

Statement Of: Service Charge **Account Number:** 31310 01054 14 **From:** Nov 30 2020 **To:** Dec 31 2020

| Item | Volume | Rate | Charge (\$) |
|-------------------------|--------|------|-------------|
| SBAP Monthly Fee - Full | | | .00 |

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6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

ARDENT PROPERTIES INC
ITF STRATA PLAN 4810 CRF
371 FRANKLYN ST
NANAIMO BC V9R2X5

Statement Of: Deposit Interest **Account Number:** 31310 01054 14 **From:** Dec 01 2020 **To:** Dec 31 2020

Account Information

Currency: CAD

Daily Interest Arrangement

Right Size Savings for business

Interest Rate Rule:

Progressive Tier

Interest Calculation

| Date | Closing Balance (\$) | Yield/Rate | Calculated Interest (\$) |
|------------|----------------------|------------|--------------------------|
| 12/01/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/02/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/03/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/04/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/05/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/06/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/07/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/08/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/09/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/10/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/11/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/12/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/13/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/14/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/15/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/16/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/17/2020 | 0.00 | 0.000 | CRITERIA NOT MET |
| 12/18/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/19/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/20/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/21/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/22/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/23/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/24/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/25/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/26/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/27/2020 | 512.35 | 0.000 | CRITERIA NOT MET |



6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

Statement Of: Deposit Interest **Account Number:** 31310 01054 14 **From:** Dec 01 2020 **To:** Dec 31 2020

| Date | Closing Balance (\$) | Yield/Rate | Calculated Interest (\$) |
|-----------------------|----------------------|------------|--------------------------|
| 12/28/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/29/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/30/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| 12/31/2020 | 512.35 | 0.000 | CRITERIA NOT MET |
| Total Interest | | | \$0.00 |

Your account 31310 01054 14 has been credited.

Please examine this statement promptly.

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GST Registration No. R105195598

® Registered trademark of The Bank of Nova Scotia

Terrace Beach VIS 4810**Bank Account Transactions Report 12/01/2020 to 12/31/2020****Sorted by: Date**

| Date | Comment | Sou... | JE# | Debits | Credits | Balance | - Dr |
|--------------------------------------|---|--------|------|-----------|-----------|-----------|------|
| 1007 Contingency - Scotiabank | | | | | | | |
| 12/16/2020 | The Owners of Strata Plan VIS 4810 | 21 | J74 | 40,512.35 | - | 40,512.35 | Dr |
| 12/18/2020 | CRF TRS - CC Contructtion Inv#RBRE1-20... | J/E | J316 | - | 40,000.00 | 512.35 | Dr |
| 12/31/2020 | Monthly CRF transfer | J/E | J318 | 2,583.33 | - | 3,095.68 | Dr |
| | | | | 43,095.68 | 40,000.00 | | |

Terrace Beach VIS 4810**General Ledger Report 12/01/2020 to 12/31/2020****Sorted by: Transaction Number**

| Date | Comment | S... | JE# | Debits | Credits | Balance | |
|-------------|--|------|------|------------------|-----------------|------------------|-----------|
| 3601 | Opening Contingency Reserve Fund | | | | | 70,493.71 | Cr |
| 3603 | Contingency Reserve - Current Year | | | | | 30,005.88 | Dr |
| 12/16/2020 | The Owners of Strata Plan VIS 4810 | C... | J105 | - | 24.52 | 29,981.36 | Dr |
| 12/18/2020 | CRF TRS - CC Contruction Inv#RBRE1-2020-06 | J/E | J316 | 40,000.00 | - | 69,981.36 | Dr |
| 12/31/2020 | Monthly CRF transfer | J/E | J318 | - | 2,583.33 | 67,398.03 | Dr |
| | | | | 40,000.00 | 2,607.85 | | |

Terrace Beach VIS 4810**Account Reconciliation with Outstanding Transaction Detail Report 12/01/2020 to 12/31/2020****Report By: Statement end date**

| Deposit No. | Date | JE# | Source | Comment | Amount | Total |
|--|------------|-----|--------|---------|--------|-------|
| Account: 1016 Special Levy - Scotiabank | | | | | | |
| Previous Statement Start Date: | N/A | | | | | |
| Previous Statement End Date: | N/A | | | | | |
| Statement start date: | 12/01/2020 | | | | | |
| Statement end date: | 12/31/2020 | | | | | |
| Reconciliation date: | 01/26/2021 | | | | | |

Reconciled

| | |
|---|-------------|
| Statement Balance Forward as of 12/01/2020 | 0.00 |
| Add: Total Outstanding Deposits Prior to 12/01/2020 | 0.00 |
| Subtract: Total Outstanding Withdrawals Prior to 12/01/2020 | 0.00 |
| Adjusted Bank Balance Forward as of 12/01/2020 | <u>0.00</u> |
| Book balance as of 11/30/2020 | 0.00 |
| Statement End Balance as of 12/31/2020 | 0.00 |
| Add: Outstanding Deposits | 0.00 |
| Subtract: Outstanding Withdrawals | 0.00 |
| Adjusted Bank Balance as of 12/31/2020 | <u>0.00</u> |
| Book balance as of 12/31/2020 | 0.00 |
| Outstanding Deposits | 0.00 |
| Outstanding Withdrawals | 0.00 |

RK reviewed 27 January 2021



6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

ARDENT PROPERTIES INC
ITF STRATA PLAN 4810 SL
371 FRANKLYN ST
NANAIMO BC V9R2X5

Statement Of: Business Account **Account Number:** 31310 01851 16 **From:** Dec 29 2020 **To:** Dec 31 2020

Account Summary for this Period:

| No. of Debits | Total Amount - Debits | No. of Credits | Total Amount - Credits |
|---------------|-----------------------|----------------|------------------------|
| 0 | \$0.00 | 0 | \$0.00 |

Account Details:

| Date | Description | Withdrawals/Debits (\$) | Deposits/Credits (\$) | Balance (\$) |
|------------|-----------------|-------------------------|-----------------------|--------------|
| 12/29/2020 | BALANCE FORWARD | | | 0.00 |

| No. of Debits | Total Amount - Debits | No. of Credits | Total Amount - Credits |
|---------------|-----------------------|----------------|------------------------|
| 0 | \$0.00 | 0 | \$0.00 |

Uncollected fees and/or ODI owing: \$6.00
Overdraft Interest Collected: Jan-Dec. 2020 \$0.00

Please examine this statement promptly.

This is your official account statement generated by us. Report any errors or omissions within 30 days of receipt electronically of this statement. Please see the terms and conditions of the applicable Scotiabank Financial Services Agreement or Business Banking Services Agreement for your account obligations.

All service fees and charges may be subject to any applicable sales taxes (GST/PST/QST/HST) or any tax levied by the government thereafter. These taxes will be payable by the customer.

GST Registration No. R105195598

® Registered trademark of The Bank of Nova Scotia



6750 NORTH ISLAND HWY. UNIT #101 31310
NANAIMO BC V9V 1S3
390-5975

ARDENT PROPERTIES INC
ITF STRATA PLAN 4810 SL
371 FRANKLYN ST
NANAIMO BC V9R2X5

Statement Of: Service Charge **Account Number:** 31310 01851 16 **From:** Dec 29 2020 **To:** Dec 31 2020

| Item | Volume | Rate | Charge (\$) |
|------------------------------|--------|------|---------------|
| Minimum Fee Applies | | | 6.00 |
| Total Service Charges | | | \$6.00 |

Your account 31310 01851 16 will be charged \$6.00.

Please examine this statement promptly.

This is your official account statement generated by us. Report any errors or omissions within 30 days of receipt electronically of this statement. Please see the terms and conditions of the applicable Scotiabank Financial Services Agreement or Business Banking Services Agreement for your account obligations.

All service fees and charges may be subject to any applicable sales taxes (GST/PST/QST/HST) or any tax levied by the government thereafter. These taxes will be payable by the customer.

GST Registration No. R105195598

® Registered trademark of The Bank of Nova Scotia

Terrace Beach VIS 4810**Bank Account Transactions Report 12/01/2020 to 12/31/2020****Sorted by: Date**

| Date | Comment | Source # | JE# | Debits | Credits | Balance | - Dr |
|-------------|---------------------------------------|----------|------|------------|------------|------------|------|
| 1016 | Special Levy - Scotiabank | | | | | | |
| 12/16/2020 | The Owners of Strata Plan VIS 4810 | 17 | J80 | 367.07 | - | 367.07 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J190 | 7,465.27 | - | 7,832.34 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J191 | 39,517.61 | - | 47,349.95 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J192 | 4,922.58 | - | 52,272.53 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J193 | 7,783.11 | - | 60,055.64 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J194 | 6,987.22 | - | 67,042.86 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J195 | 5,082.79 | - | 72,125.65 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J196 | 4,764.96 | - | 76,890.61 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J197 | 6,987.22 | - | 83,877.83 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J198 | 6,829.60 | - | 90,707.43 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J199 | 6,829.60 | - | 97,537.03 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J200 | 7,940.73 | - | 105,477.76 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J201 | 4,764.96 | - | 110,242.72 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J202 | 13,977.03 | - | 124,219.75 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J203 | 13,977.03 | - | 138,196.78 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J204 | 11,752.18 | - | 149,948.96 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J205 | 11,434.34 | - | 161,383.30 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J206 | 13,023.53 | - | 174,406.83 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J207 | 18,263.94 | - | 192,670.77 | Dr |
| 12/18/2020 | Island Creek Developments Ltd. - S... | 000788 | J210 | 7,465.29 | - | 200,136.06 | Dr |
| 12/22/2020 | SPL TRS - CCC#TBRE1-2020-06 | J/E | J90 | - | 49,043.98 | 151,092.08 | Dr |
| 12/22/2020 | SPL TRS - CCC TBRE2-2020-01 | J/E | J92 | - | 105,405.91 | 45,686.17 | Dr |
| 12/31/2020 | Due to Special Levy | J/E | J185 | - | 45,686.17 | - | Dr |
| | | | | 200,136.06 | | 200,136.06 | |

Terrace Beach VIS 4810**General Ledger Report 12/01/2020 to 12/31/2020****Sorted by: Date**

| Date | Comment | Sou... | JE# | Debits | Credits | Balance |
|-------------|---------------------------------------|--------|------|-------------------|---------------------|------------------|
| 3902 | Special Project - Current Year | | | | | 251.45 Cr |
| 12/16/2020 | The Owners of Strata Plan VIS 4810 | Spe... | J103 | - | 0.14 | 251.59 Cr |
| 12/19/2020 | To record special levy assessments | J/E | J327 | - | 999,999.99 | 1,000,251.58 Cr |
| 12/22/2020 | SPL TRS - CCC#TBRE1-2020-06 | J/E | J90 | 49,043.98 | - | 951,207.60 Cr |
| 12/22/2020 | SPL TRS - CCC TBRE2-2020-01 | J/E | J92 | 105,405.91 | - | 845,801.69 Cr |
| 12/31/2020 | Ardent Properties Inc. | 202... | J295 | 210.00 | - | 845,591.69 Cr |
| 12/31/2020 | To separate special projects | J/E | J296 | 251.59 | - | 845,340.10 Cr |
| 12/31/2020 | SLY TRS - Creative Concepts INV#TB... | J/E | J325 | 73,196.67 | - | 772,143.43 Cr |
| | | | | 228,108.15 | 1,000,000.13 | |

Terrace Beach VIS 4810**Client Aged Summary As at 12/31/2020**

| Name | Total | Current | 31 to 60 | 61 to 90 | 91+ |
|---------------------------------------|-------------------|-------------------|--------------|---------------|----------|
| 653186 BC Ltd. - SL 13 | 59,039.44 | 59,078.07 | - | -38.63 | - |
| Clayton, Ron - SL 12 | 54,598.02 | 54,633.78 | - | -35.76 | - |
| Devon Chisholm Sockett - SL 21 | 32,403.77 | 32,403.77 | - | - | - |
| Island Creek Developments Ltd... | 22,395.81 | 22,395.81 | - | - | - |
| Island Creek Developments Ltd... | 118,552.84 | 118,552.84 | - | - | - |
| Island Creek Developments Ltd... | 14,767.75 | 14,767.75 | - | - | - |
| Island Creek Developments Ltd... | 23,349.32 | 23,349.32 | - | - | - |
| Island Creek Developments Ltd... | 20,961.68 | 20,961.68 | - | - | - |
| Island Creek Developments Ltd... | 15,248.38 | 15,248.38 | - | - | - |
| Island Creek Developments Ltd... | 14,294.87 | 14,294.87 | - | - | - |
| Island Creek Developments Ltd... | 20,961.68 | 20,961.68 | - | - | - |
| Island Creek Developments Ltd... | 20,488.79 | 20,488.79 | - | - | - |
| Island Creek Developments Ltd... | 20,490.35 | 20,488.79 | - | 1.56 | - |
| Island Creek Developments Ltd... | 23,822.20 | 23,822.20 | - | - | - |
| Island Creek Developments Ltd... | 14,294.87 | 14,294.87 | - | - | - |
| Island Creek Developments Ltd... | 41,931.10 | 41,931.10 | - | - | - |
| Island Creek Developments Ltd... | 41,931.10 | 41,931.10 | - | - | - |
| Island Creek Developments Ltd... | 35,256.54 | 35,256.54 | - | - | - |
| Island Creek Developments Ltd... | 34,303.04 | 34,303.04 | - | - | - |
| Island Creek Developments Ltd... | 39,070.57 | 39,070.57 | - | - | - |
| Island Creek Developments Ltd... | 54,791.83 | 54,791.83 | - | - | - |
| Island Creek Developments Ltd... | 22,395.79 | 22,395.79 | - | - | - |
| Life, Be In It ... Productions Ltd... | 28,569.45 | 28,588.17 | - | -18.72 | - |
| Pedrick, Chris; Roberts, Gwilyn... | 10,940.64 | 10,940.70 | - | -0.06 | - |
| Shen Nan Lu - SL 23 | 15,409.12 | 15,411.17 | -2.05 | - | - |
| Total outstanding: | 800,268.95 | 800,362.61 | -2.05 | -91.61 | - |

Terrace Beach VIS 4810
Supplier Aged Summary As at 12/31/2020

| Name | Total | Current | 31 to 60 | 61 to 90 | 91+ |
|----------------------------------|------------------|------------------|----------|----------|----------|
| Ardent Properties Inc. | 210.00 | 210.00 | - | - | - |
| Creative Concepts Constructio... | 73,196.67 | 73,196.67 | - | - | - |
| Total outstanding: | 73,406.67 | 73,406.67 | - | - | - |

Terrace Beach VIS 4810**General Ledger Report 12/01/2020 to 12/31/2020****Sorted by: Date**

| Date | Comment | Source # | JE# | Debits | Credits | Balance |
|--|----------------------------------|--------------------|------|------------|---------|---------------|
| 5002 Administration | | | | | | 1,618.83 Dr |
| 12/01/2020 | Operating Charge | J/E | J63 | 10.00 | - | 1,628.83 Dr |
| 12/01/2020 | 20201201, Ardent Properties I... | Cash | J70 | 147.59 | - | 1,776.42 Dr |
| 12/31/2020 | Bank S/C | J/E | J186 | 18.25 | - | 1,794.67 Dr |
| | | | | 175.84 | - | |
| 5003 Strata Management | | | | | | 7,968.81 Dr |
| 12/01/2020 | 20201201, Ardent Properties I... | Cash | J70 | 708.75 | - | 8,677.56 Dr |
| 5004 Insurance / Appraisal | | | | | | 9,833.01 Dr |
| 12/16/2020 | FIRST Insurance Funding of C... | December Insurance | J81 | 2,625.18 | - | 12,458.19 Dr |
| 5105 Exterior | | | | | | 42,659.18 Dr |
| 5115 Janitorial | | | | | | - Dr |
| 5120 Fire Safety | | | | | | 1,064.84 Dr |
| 5125 Mechanical | | | | | | - Dr |
| 5145 Other | | | | | | - Dr |
| 5415 Landscaping Maintenance | | | | | | 1,680.00 Dr |
| 5450 Parking Lease | | | | | | 4,047.42 Dr |
| 5601 Electricity | | | | | | 33,350.01 Dr |
| 5602 Water / Sewer | | | | | | 3,104.20 Dr |
| 5603 Refuse Removal | | | | | | 2,048.59 Dr |
| 5701 Wages & Benefits Expense | | | | | | 4,961.25 Dr |
| 5705 WCB Expense | | | | | | 45.36 Dr |
| 5801 Transfer to Reserve | | | | | | 25,776.58 Dr |
| 12/31/2020 | Monthly CRF transfer | J/E | J318 | 2,583.33 | - | 28,359.91 Dr |
| 5803 CRF Expense | | | | | | 56,305.85 Dr |
| 12/18/2020 | Creative Concepts Constructio... | TBRE1-2020-06 | J314 | 40,000.00 | - | 96,305.85 Dr |
| 5901 Special Levy Expense | | | | | | - Dr |
| 12/18/2020 | Creative Concepts Constructio... | TBRE1-2020-06 | J314 | 49,043.98 | - | 49,043.98 Dr |
| 12/22/2020 | Creative Concepts Constructio... | TBRE2-2020-01 | J91 | 105,405.91 | - | 154,449.89 Dr |
| 12/23/2020 | Creative Concepts Constructio... | TBRE1-2020-07 | J187 | 73,196.67 | - | 227,646.56 Dr |
| 12/31/2020 | Ardent Properties Inc. | 20201201SLY | J295 | 210.00 | - | 227,856.56 Dr |
| | | | | 227,856.56 | - | |
| 5903 Special Assessments Transfer | | | | | | - Dr |
| 12/19/2020 | To record special levy assess... | J/E | J327 | 999,999.99 | - | 999,999.99 Dr |

Terrace Beach VIS 4810

Exterior Remediation Project

Special Levy Summary December 31, 2020

SPECIAL LEVY FUND

Special Levy Income

| | |
|----------------------------------|----------------------|
| Special Levy Assessments | \$ 999,999.99 |
| Other - Return Service Fees | \$ - |
| Interest earned | \$ - |
| Total Special Levy Income | \$ 999,999.99 |

SPECIAL LEVY - BANK

| | |
|------------------------------|----------------------------|
| Cash in Special Levy account | \$ - |
| Due from Operating | \$ 45,319.10 Note 1 |
| Outstanding | \$ 800,231.00 |

Special Levy Expenses

| | |
|------------------------------------|----------------------|
| API Management Fees | \$ 210.00 |
| Special Levy Bank Charges | \$ - |
| Project Expenses | \$ 227,646.56 |
| Total Special Levy Expenses | \$ 227,856.56 |

Less payables

| | |
|--|--------------|
| To Ardent Properties for mgmt fees | \$ 210.00 |
| To Creative Concepts Construction Inc. | \$ 73,196.67 |

Special Levy Fund Balance

\$ 772,143.43

Special Levy Bank Balance

\$ 772,143.43

Difference between Special Levy Fund Balance and Bank Balance

\$ -

Receivable

As at December 31, 2020

| Strata Lot | Owner(s) | Amount |
|--------------|-------------------------------------|----------------------|
| 1 | Life, Be In It ... Productions Ltd. | 28,589.74 |
| 2 | Island Creek Developments Ltd. | 20,961.68 |
| 3 | Island Creek Developments Ltd. | 41,931.10 |
| 4 | Island Creek Developments Ltd. | 41,931.10 |
| 5 | Island Creek Developments Ltd. | 35,256.54 |
| 6 | Island Creek Developments Ltd. | 34,303.04 |
| 7 | Island Creek Developments Ltd. | 39,070.57 |
| 8 | Island Creek Developments Ltd. | 54,791.83 |
| 9 | Island Creek Developments Ltd. | 22,395.79 |
| 10 | Island Creek Developments Ltd. | 22,395.81 |
| 11 | Pedrick, Chris; Roberts, Gwilyn | 10,801.26 |
| 12 | Clayton, Ron | 54,636.79 |
| 13 | 653186 BC Ltd. | 59,081.32 |
| 14 | Island Creek Developments Ltd. | 118,552.84 |
| 15 | Island Creek Developments Ltd. | 14,767.75 |
| 16 | Island Creek Developments Ltd. | 23,349.32 |
| 17 | Island Creek Developments Ltd. | 20,961.68 |
| 18 | Island Creek Developments Ltd. | 15,248.38 |
| 19 | Island Creek Developments Ltd. | 14,294.87 |
| 20 | Island Creek Developments Ltd. | 20,488.79 |
| 21 | Devon Chisholm Sockett | 32,403.77 |
| 22 | Island Creek Developments Ltd. | 20,488.79 |
| 23 | Shen Nan Lu | 15,411.17 |
| 24 | Island Creek Developments Ltd. | 23,822.20 |
| 25 | Island Creek Developments Ltd. | 14,294.87 |
| Total | | \$ 800,231.00 |

Expenses

As at December 31, 2020

| Vendor | Amount |
|-------------------------------------|----------------------|
| Creative Concepts Construction Inc. | \$ 227,646.56 |
| Total | \$ 227,646.56 |

Note 1 Levy funds deposited into Operating fund

VICTORIA LAND TITLE OFFICE

Mar-18-2019 14:51:03.001

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

CA7400111

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
- and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*,
RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Howard Engman
LUAF67

Digitally signed by
Howard Engman LUAF67
Date: 2019.03.18
14:08:12 -07'00'

1. CONTACT: (Name, address, phone number)

QUAY PACIFIC PROPERTY MANAGEMENT LTD.

885 Helmcken Street
Vancouver

BC V6Z 1B1

Document Fees: \$28.63

Telephone: 604-685-8830
VIS4810
ph

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN VIS4810

Related Plan Number: **VIS4810**

FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, *Strata Plan VIS 4810* certify that the following amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at the Annual General Meeting held on February 27, 2019.

SPECIAL RESOLUTION #2
ADDING CLAUSE 3 (5) & 3 (6) TO USE OF PROPERTY
UNDER SCHEDULE OF STANDARD BYLAWS

- 3 (5) Hydroponic gardening is not allowed in/on any Strata Lot, Common Property or Limited Common Property of the Strata Corporation.
- 3 (6) The growing of marijuana is not allowed in/on any Strata Lot, Common Property or Limited Common Property of the Strata Corporation.

SPECIAL RESOLUTION #3
ADDITION OF COMMON PROPERTY BYLAW

WHEREAS it is advisable to update Strata Corporation bylaws from time to time in light of legal decisions coming out of the courts, Civil Rights Tribunal, and Human Rights Tribunal;

BE IT RESOLVED THAT that the Owners, Strata Plan BCS 2047 "Skyline on Broadway" adopt the following bylaw;

- (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, and common assets or to any strata lot, where the cause of such loss or damage originated within the owner's strata lot and the loss of damage is not covered by the strata corporation's insurance policy.
- (2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or the owner's tenant(s), occupant(s), visitor(s) or pets and the loss of damage is not covered by the strata corporation's insurance policy.
- (3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the strata corporation, the owner is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/ or any amount by which the loss or damage exceeds the strata corporation's insurance coverage. The owner shall indemnify and save harmless the strata corporation for these amounts.

- (4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, the owner is strictly liable and shall indemnify same save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which is the strata corporation's responsibility to perform.
- (5) For the purposes of this bylaw any amount which an owner is responsible to pay the Strata Corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.



VICTORIA LAND TITLE OFFICE

Mar-30-2016 15:08:32.001

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

CA5073754

PAGE 1 OF 2 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
- and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*,
RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Marnie Gunther
5GC21R
c=CA, cn=Marnie Gunther,
5GC21R, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=5GC21R

1. CONTACT: (Name, address, phone number)

NATIONAL PACIFIC REAL ESTATE SERVICES INC.

885 HELMCKEN STREET
VANCOUVER

BC V6Z 1B1

Document Fees: \$28.63

Telephone: 604-685-8830

(cc)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN VIS4810

Related Plan Number: **VIS4810**

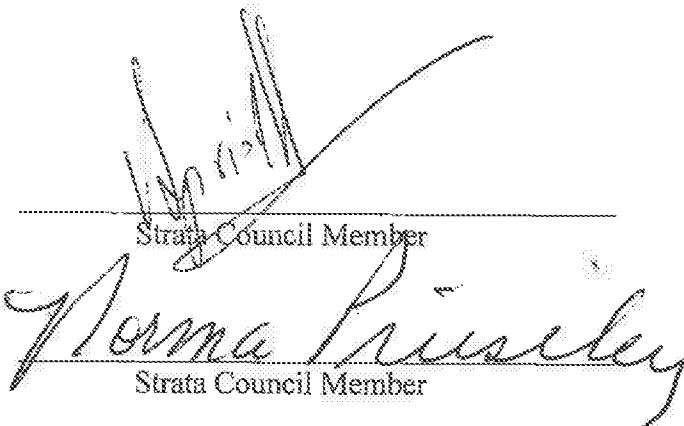
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, *Strata Plan VIS 4810* certify that the following amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at the Annual General Meeting held on February 29, 2016.

SPECIAL RESOLUTION #2
BYLAW TO PERMIT ELECTRONIC COMMUNICATION FOR/AT
COUNCIL MEETINGS

WHEREAS the Strata Property Act of BC does not make provisions for the Strata Corporation to conduct business by way of electronic means.

BE IT RESOLVED to pass a bylaw to permit the Strata Council to conduct business, including taking votes, by way of electronic communication such as e-mail or another method.



Strata Council Member
Norma Pinisley
Strata Council Member

-8 MAR 2011 13 29

FB403345

DO NOT WRITE ABOVE THIS LINE – LAND TITLES ONLY

Date: February 17, 2011

To: Register
Minister of Finance & Corporate Relations
Land Titles Office
850 Burdett Avenue
PO Box 9255 Stn Prov Government
Victoria, BC V8W 9J3

Please receive herewith the following document(s) for filing:

Form I
Self addressed stamped envelope
Fee Payable: \$23.75

Tiit Pikksalu, P. Eng.
President

Signature

National Pacific Real Estate Services
Strata Property Managers for Strata Plan VIS 4810

NAME OF APPLICANT:

210 – 1575 West Georgia Street
Vancouver, BC V6G 2V3

ADDRESS:

604-685-8830

TELEPHONE:

-8 MAR 2011 13 17 30
FORM I
AMENDMENT TO BYLAWS
(Section 128)

FB403345

The Owners, *Strata Plan VIS 4810* certify that the following amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at the Annual General Meeting held on February 15, 2011.

SPECIAL RESOLUTION #1 – Liability Insurance Bylaw

WHEREAS Owners who are rental accommodation providers have a much higher risk of liability claims from rental clients, as exhibited by a recent accident to a guest, the Strata Corporation feels there is undue risk being imposed on those Owners who do not rent their units on a regular basis, thereby exposing the Strata Corporation's Liability Policy to a much higher loss potential than normal Owner usage.

BE IT RESOLVED that Owners who rent their units "rental accommodation unit providers", must purchase Liability Insurance in a minimum amount of \$5,000,000.00 specifically in the name of the Owner, and/or the operating company providing the rental accommodations, with a copy of the Insurance Certificate being provided to the Strata Corporation by no later than April 1, 2011.

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Doc File 1 \$23.75

SPECIAL RESOLUTION #2 – Noise abatement Bylaw

WHEREAS second (upper floor units) where there is hardwood or laminated flooring have been the cause of numerous complaints relating to noise and the disturbance to Owners and guests in units below;

BE IT RESOLVED that all second floor (upper floor units) where there are hard surfaced floors such as hardwood, laminates or other engineered type floors must provide a minimum cover of 60% of the floor area by carpeting or by fully carpeting the units, all staircases leading to the units are also required to be fully carpeted.

SPECIAL RESOLUTION #3 – Transfer of Special Resolution funds to Contingency Fund

WHEREAS the Strata Corporation affected by way of a Special Assessment of \$12,000.00 to fund repairs to the building's structural components, after payment of \$5,815.35 and other repair payments for work in progress, with the balance thereafter to be transferred to the Contingency Fund.

BE IT RESOLVED that the balance, after the payment of \$5,815.35 and for the payment of repair work presently under way, be transferred to the Strata Corporation's Contingency Fund.

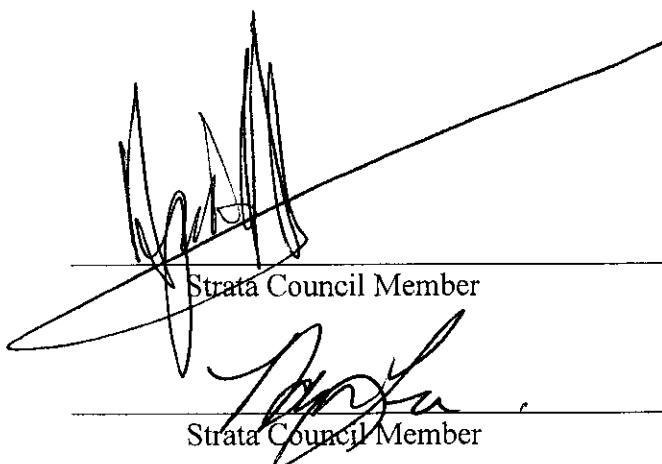
SPECIAL RESOLUTION #4 – Contingency Fund usage Bylaw

WHEREAS the Strata Corporation has occasionally, by the end of a month, not been able to make payment for operating expenses due to shortage of funds;

BE IT RESOLVED that the Strata Corporation is permitted to make use of the Strata Corporation's Contingency Funds as a "bridge loan" by transferring Contingency funds to the Operation account, in a situation where there is insufficient funds to make payment for required operating expenses. The transfer as required under the Strata Property Act requires two (2) signatures, one of the Strata Council President or Treasurer and the other of the licensed Managing Broker of the Management Company managing the funds. These "bridge financing loans", if any, must be reimbursed to the Contingency Fund by the end of the Strata Corporation's fiscal year.

SPECIAL RESOLUTION #5 – Construction Noise Bylaw

BE IT RESOLVED that construction noise is only permitted between the hours of 9:00 a.m. and 5:00 p.m. Monday to Friday. There shall be no construction noise on Saturdays, Sundays and holidays, unless permission is given by the Strata Corporation, in advance.



The image shows two handwritten signatures of Strata Council Members. The top signature is above a horizontal line and is associated with the title 'Strata Council Member'. The bottom signature is below a horizontal line and is also associated with the title 'Strata Council Member'.



25 MAR 2004 10 10

EW034323

22 MAR 2004 11 20

BW110632

March 19, 2004

Land Titles Office
300 - 88 - 6th St.
New Westminster, B.C.
V3L 5B3

24 04/03/22 14:20:30 02 LM 528175
DOC FILE \$20.00

To whom it may concern:

RE: STRATA PLAN VIS 4810 - UCLUELET B.C.

Please find enclosed a Form "I" for the above-noted Strata Plan. As well, a cheque for \$20.00 is also included.

We trust this information is of assistance.

Yours very truly,

Robyn Bray
Administration
NATIONAL PACIFIC REAL ESTATE SERVICES INC.

STRATA PROPERTY ACT**FORM I****AMENDMENT TO BYLAWS
(Section 128)**

The Owners, Strata Plan VIS 4810 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual general meeting held on March 3, 2004.

Karen M Yutak
Signature of Council Member

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

SPECIAL RESOLUTION #2 - VOTING

WHEREAS the Strata Property Act of B.C. under section 53 (2) provides that a Strata Corporation may, by By-Law, provide that the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a Lien against that Strata Lot under section 116;

BE IT RESOLVED THAT a 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 of the Strata Property Act.

SPECIAL RESOLUTION #3 - ELIGIBILITY FOR COUNCIL

WHEREAS the Strata Property Act of B.C. under section 28 (3) provides that a Strata Corporation may, by By-Law, provide that no person may stand for Council or continue to be on Council if the Strata Corporation is entitled to register a Lien against that Strata Lot;

BE IT RESOLVED THAT no person may stand for Council or 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 Strata Property Act.

Discussion

- In response to the question how the \$100 per square foot figure was achieved, the Chair explained that it was a figure, which seemed fair between the amount having been offered by the purchaser and the estimated replacement construction cost.
- In response to the question as to the size of the space, the Chair responded that it had been measured at approximately 7 feet by 11 feet.
- A suggestion was made that it should be sold to the purchaser for the market price of the adjacent Strata Lot 23, this being \$154.00 per square foot.

Upon the vote being taken, one person abstained (the proposed purchaser), there were no opposing votes with the remaining 19.25 votes in favour of the Special Resolution #1.

SPECIAL RESOLUTION #2

The Chair read the Resolution as follows:

SPECIAL RESOLUTION #2 - VOTING

WHEREAS the Strata Property Act of B.C. under section 53 (2) provides that a Strata Corporation may, by By-Law, provide that the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a Lien against that Strata Lot under section 116;

BE IT RESOLVED THAT a 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 of the Strata Property Act.

A Motion was made by Karin McIntosh and seconded by Jason Priestley that the Special Resolution #2 be approved as having been read.

Discussion

- The Chair explained that the Strata Property Act provides that a Strata Corporation can, by way of a By-Law, allow a Strata Lot vote not to be exercised, if the Strata Corporation is entitled to Register a Lien against a Strata Lot, a Lien can be Registered if the Strata Lot has failed to pay the Strata Corporation, Strata fees, Special Levies and other amounts as provided for under section 116 of the Act. The Condominium Home Owners Association recommends, and most Strata Corporations in B.C. have such a By-Law, as it would not be fair for those who have not contributed towards operating expenses, to have a vote as to how the Strata's funds may or may not be expended.
- There was counter argument from several of the Owners that there were extenuating circumstances, as it appeared that the square footages having been measured as "habitable area" for the purposes of the Strata Plan filed at the Land Titles Office may not agree with the actual as built amounts.

The square footage is used for calculating the Unit Entitlements, which under the Strata Property Act, are used to calculate the Strata Fee contributions, attributes to each Strata Lot. These Owners felt very strongly that the Strata Plan needs to be re-surveyed, confirm accurate square footages and if found to be different to be used to recalculate the Unit Entitlements reflecting what the Owners felt were correct Strata Fees, not Strata Fees presently being charged.

Upon the vote being called, there was a miscount, as it did not add up to the 19.61 votes present. Upon the vote being taken again, there were 13.61 votes in favour and 6 votes opposed the Resolution, therefore Special Resolution #2 was passed.

SPECIAL RESOLUTION #3

The Chair read the resolution as follows:

SPECIAL RESOLUTION #3 - ELIGIBILITY FOR COUNCIL

WHEREAS the Strata Property Act of B.C. under section 28 (3) provides that a Strata Corporation may, by By-Law, provide that no person may stand for Council or continue to be on Council if the Strata Corporation is entitled to register a Lien against that Strata Lot;

BE IT RESOLVED THAT no person may stand for Council or 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 Strata Property Act.

A Motion was made by Jason Priestley and seconded by Karin McIntosh that Special Resolution #3 as having been read, be approved.

Discussion

- In response to a question as to when this Resolution would take effect if passed, it was responded that as per the Act when filed at the Land Titles Office. This must be done within 60 days from the vote having been taken place at a General Meeting.
- One of the Owners felt very strongly that, due to the extenuating circumstances where Strata Fees appeared to be based upon square footages which did not seem to match habitable area, it was not fair to disallow those Owners who are not making payment of Strata Fees from participating in the Strata Council.

Counter arguments were expressed that if Owners were not making Strata Fee payments, in effect, not contributing towards any of the expenses of the Strata, it is not fair for those Owners to be making decisions on behalf of the Strata Corporation as to how the funds are spent, funds which are being paid by other Owners.

Upon the vote being taken, there were 13.61 votes in favour and 6 votes opposed, therefore Special Resolution #3 was approved.

99 JUN 15 11 17 EN052207
THOMPSON & ELLIOTT
RECEIVED
LAND TITLE OFFICE
BARRISTERS & SOLICITORS

8th Floor
1285 West Broadway
Vancouver, B.C.
V6H 3X8

Telephone: (604) 731-1161
Fax: (604) 731-6527

Our File No. 27569/T

Reply to the Attention of: R. Keith Thompson

June 14, 1999

Victoria Land Title Office
Victoria, B.C.

Attention: Registrar

Dear Sirs:

RE: Notification of Change of Bylaws

Please receive herewith the following document for filing:

Form 8 - Notification of Change of Bylaws.

Thank you for your attention to this matter.

Yours very truly
THOMPSON & ELLIOTT

Per:

R. Keith Thompson
/ge
encls.

99 JUN 15 11 17

EN 6

RECEIVED - VICTORIA
LAND TITLE OFFICEEN
5220
7**CONDOMINIUM ACT****FORM 8****NOTIFICATION OF CHANGE OF BYLAWS**

(Section 26)

01 99/06/15 11:18:34 01 VI
DOC FILE \$20.00

The bylaws of the strata corporation of the strata plan being deposited herewith of:

Village of Ucluelet,
Lots 1 and 2 Section 21, Clayoquot District, Plan VIP67274

shall be the following:

the bylaws set out in Schedule A attached hereto.

DATED this 11 day of June, 1999

SEABRIDGE CONSTRUCTION LIMITED

by:

(authorized signatory) KEITH THOMPSON

Superintendent of Real Estate

SAMANTHA GALE

SCHEDULE A

The Owners, Strata Plan No. VIS4810

BYLAWS**COMMERCIAL AND RESIDENTIAL SECTIONS**

1. (1) The owners of Strata Lots 21 - 30 shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan.
- (2) The owners of Strata Lots 1 - 20 shall form a separate section (the "Dwelling Units") within the strata corporation consisting of all the residential strata lots in the strata plan.

DUTIES OF OWNERS

2. An owner shall:
 - (a) permit the strata corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws and rules and regulations of the strata corporation and the separate sections are being observed and performed;
 - (b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot and pay all rates, taxes, charges and assessments that are payable in respect of his strata lot;
 - (c) repair and maintain his strata lot, including windows and doors and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - (d) use and enjoy the common property, common facilities or other assets of the strata corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
 - (e) not use his strata lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a strata lot, whether an owner or not, or his family;

- (f) notify the strata corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- (g) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted by the strata corporation or either of the separate sections applicable to such owner from time to time; and
- (h) receive the written permission of the strata council before undertaking alterations to the exterior or structure of any strata lot, but permissions shall not be unreasonably withheld.

DUTIES OF STRATA CORPORATION

3. The strata corporation shall:

- (a) control, manage and administer the common property (excluding limited common property appurtenant to either separate section and common property, as described in section 7, to be controlled, managed and administered by either separate section), common facilities or other assets of the strata corporation for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including any apparatus and equipment used in connection with the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below), common facilities or other assets of the strata corporation;
- (c) subject to section 24, maintain all external common areas, including lawns, gardens and parking areas including the exterior of the building but excluding windows, doors, balconies and patios included in a strata lot or in limited common property appurtenant to a strata lot;
- (d) maintain and repair, including renewal where reasonable necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of; (i) common property, excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below; or (ii) more than one strata lot where such strata lots are not within the same separate section;
- (e) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the strata corporation and the receipts for the last premiums;

- (f) collect and receive all contributions toward the common expenses levied by the strata corporation paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government;
- (g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation;
- (h) maintain the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below) in a healthful and attractive condition; and
- (i) where an owner's interest is subject to a registered mortgage which entitled the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the strata corporation, upon the request of the mortgagee, deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing.

DUTIES OF SEPARATE SECTIONS OF THE STRATA CORPORATION

- 4. Each separate section of the strata corporation shall:
 - (a) control, manage and administer the limited common property (if any) appurtenant to the separate section, common property (as described in section 7) to be controlled, managed and administered by the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section;
 - (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section, common property (as described in section 7) to be controlled, managed and administered by that separate section facilities common to the separate section, or other assets of the separate section;
 - (c) maintain all areas common to the separate section, both internal and external, including storage areas, public halls, underground parking areas and appurtenant common areas and lobby areas;
 - (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of:

- (i) common property to be controlled, managed and administered by the separate section as described in section 7;
 - (ii) more than one strata lot where such strata lots are within the separate section as described in section 7;
 - (iii) the limited common property appurtenant to the separate section;
- (e) collection the receive all contributions towards the expenses common to the separate section paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government;
 - (f) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the separate section; and
 - (g) maintain the limited common property appurtenant to the separate section and common property controlled, managed and administered by the separate section in a healthful and attractive condition.

POWERS OF THE STRATA CORPORATION

5. The strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property (excluding limited common property appurtenant to a separate section and common property as described in section 7, to be controlled, managed and administered by either separate section), common facilities or other assets of the strata corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers, including arranging an operating line of credit, on terms and at rates of interest which are consistent with prudent business practices;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;

- (f) grant an owner the right to exclusive use and enjoyment of common property (excluding common property to be controlled, managed and administered by either separate section as described in section 7), or special privileges in respect thereto, the grant to be determinable on reasonable notice, unless the strata corporation by unanimous resolution otherwise resolves;
- (g) designate by special resolution an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property (excluding limited common property appurtenant to a separate section and common property to be controlled, managed and administered by either separate section, as described in section 7), common facilities or other assets of the strata corporation;
- (i) do all things necessary for the enforcement of the bylaws and the rules and regulations of the strata corporation, and for the control, management and administration of the common property (excluding limited common property appurtenant to a separate section and common property as described in section 7, to be controlled, managed and administered by each separate section), common facilities or other assets of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;
- (j) subject to the Condominium Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the strata council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacement of funds from time to time and over a period of time as the strata council thinks fit;
- (k) set up and maintain separate contingency reserve funds for each of the separate sections to be assessed and used as is the contingency reserve fund for the strata corporation, but in respect of the limited common property of the relevant separate section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds need not necessarily be deposited to separate accounts; and
- (l) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

POWERS OF SEPARATE SECTIONS OF THE STRATA CORPORATION

6. (1) Each separate section of the strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in the separate section in connection with their enjoyment of the limited common property appurtenant to and common property as described in section 7, to be controlled, managed and administered by the separate section, facilities common to the separate section or other assets of the separate section;
 - (b) make an agreement with any owner or occupier of a strata lot within a separate section for the provision of amenities or services by it to the strata lot or to the owners or occupiers thereof;
 - (c) grant an owner within the separate section the right to exclusive use and enjoyment limited common property appurtenant to or common property as described in section 7, controlled, managed and administered by the separate section, or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves;
 - (d) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to and common property as described in section 7, controlled, managed and administered by the separate section, facilities common to the separate section, or other assets of the separate section;
 - (e) do all things necessary for the enforcement of the rules and regulations of the separate section and for the control, management and administration of the limited common property appurtenant to and common property as described in section 7, controlled, managed and administered by the separate section facilities common to the separate section, or other assets of the separate section generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the rules or regulations;
- (2) Any resolution passed by the strata corporation, the council or the executive council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant, to and common property to be controlled, managed or administered by, that separate section.
7. Each of the Commercial Section and the Dwelling Units shall control, manage and administer such portions of the common property as may reasonably be considered to be intended for the use of such section and, without limiting the generality of the foregoing, such portions of the common property for which expenses will be allocated to such

section in accordance with section 19(4)(a).

STRATA COUNCIL

8. (1) The powers and duties of the strata corporation shall, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- (2) The owner-developer shall exercise the powers and duties of the strata council until a council is elected by the owners.
- (3) A council shall be elected at the first annual general meeting of the owners called by the owner-developer under section 14.
- (4) A council shall be elected from among the owners and the appointed representatives of the owners (including corporate owners) from time to time, and shall consist of not less than 3 or more than 7 persons as determined at the meeting by a majority of all owners entitled to vote. Not less than one third of the members will be representatives of the Commercial Section. The owners of the strata lots in the Commercial Section will elect their appointees to the council and the owners of the strata lots in the Dwelling Units will elect their appointees, and neither section will have any say in the appointment of council members by the other section. For greater certainty but without limitation, a representative of a professional rental or property management company which is licensed as an agent under the Real Estate Act (British Columbia) and which is responsible for 5 or more strata lots in the strata corporation may be elected to the council.
- (5) Where a strata lot is owned by more than one person, only one owner of the strata lot or their appointed representative shall be a member of the council at any one time.
- (6) At each annual general meeting of the strata corporation all the members of the council shall retire from office and the strata corporation shall elect a new council. A retiring member of the council is eligible for re-election.

EXECUTIVE OF THE SEPARATE SECTIONS

- 9 (1) The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and by the executive of the separate section and the members of the separate section may pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- (2) The owner-developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the owners within the separate section.

- (3) The executive of a separate section shall be elected at the first annual general meeting of the owners called by the owner-developer under section 14 then thereafter at each general meeting of the separate section called by the executive in accordance with section 14.
- (4) The executive of each separate section shall be elected by the owners within that separate section, shall consist of not less than 3 or more than 6 persons, shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to sections 10 to 17 inclusive. Where there are less than four strata lots or less than four owners in a separate section, the executive of that separate section shall consist of all owners within that separate section.

VACANCIES, QUORUM, ETC.

- 10 (1) Except where the council consists of all owners, the strata corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.
- (2) A vacancy on the council may be filled by the remaining members of the council.
- (3) Except where there is only one owner, a quorum of the council is two where the council consists of four or less persons, three, where it consists of five or six persons and four where it consists of seven persons.

OFFICERS AND MEETINGS

- 11 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council shall elect from among its members a chairman and vice-chairman, who shall hold office until the conclusion of the next annual general meeting of the strata corporation or until their successors are elected or appointed.
- (2) The chairman of the council shall have a casting vote in addition to his original vote.
- (3) Where the chairman is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice-chairman shall act as the chairman and have all the duties and powers of the chairman while so acting.
- (4) In the absence of both the chairman and the vice-chairman, the members present shall from among themselves appoint a chairman for that meeting, who shall have all the duties and powers of the chairman while so acting.
- (5) At meetings of the council, all matters shall be determined by simple majority vote.

COUNCIL POWERS

12. The council may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him specifying the reason for calling the meeting, unless the other members agree to waive the notice;
- (b) employ for and on behalf of the strata corporation agents and employees at it thinks proper for the control, management and administration of the common property, common facilities or other assets of the strata corporation, and the exercise and performance of the powers and duties of the strata corporation; and
- (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the strata corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

COUNCIL DUTIES

13 (1) The council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him the following:

- (a) a copy of the Condominium Act and of changes in the bylaws;
- (b) a copy of any and all special or unanimous resolutions;
- (c) a copy of all the legal agreements to which the strata corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, mortgages, agreements for sale, leases, licences, easements or rights of way;
- (d) a register of the members of the council;
- (e) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the strata corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
- (f) the annual budget for each year; and
- (g) minutes of all general meetings and of all council meetings.

- (2) The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him the following:
 - (a) a copy of any and all special or unanimous resolutions passed by the separate section;
 - (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, mortgages, agreements for sale, leases, licences, easements or rights-of-way;
 - (c) minutes of all general meetings of the separate section;
 - (d) the annual budget for each year; and
 - (e) minutes of all meetings of the executive of the separate section.
- (3) The council and the executive of each section shall:
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - (d) prepare proper accounts relating to all money of the strata corporation, or the separate section, as the case may be, and the income and expenditure of it, for each annual general meeting; and
 - (e) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
- (4) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment of continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (5) All acts done in good faith by the executive of a separate section are, notwithstanding it is afterwards discovered that there was some defect in the appointment of continuance in office of a member of the executive of that separate section, as valid as if the member had been duly appointed or had duly continued in office.

- (6) A member of the strata council is not personally liable for an act done in good faith in carrying out his duties as a member of the council.
- (7) A member of the executive of a separate section is not personally liable for an act done in good faith in carrying out his duties as a member of the executive of that section.

GENERAL MEETINGS

- 14 (1) The first annual general meeting shall be called by the owner-developer and the meeting shall be held on the earlier of the date on which 60% of the strata lots have been conveyed by him or a date nine months after registration of the strata plan;
- (2) Subsequent annual general meetings of the strata corporation or a separate section, as the case may be shall be held at the time and place designated by the council or the executive provided that they shall be held once in each calendar year, and not more than 13 months shall elapse between one annual general meeting and the next;
- (3) General meetings, other than the annual general meetings shall be called extraordinary general meetings.
- (4) The strata council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of not less than 25% of the strata lots, within 2 weeks after the requisition, convene an extraordinary meeting.
- (5) The executive may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of not less than 25% of the strata lots in a separate section, within 2 weeks after the requisition, convene an extraordinary meeting.
- (6) Seven days' notice of every general meeting specifying the place, date and hour of the meeting and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the strata corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.

PROCEDURE

- 15 (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the strata council or executive, or at an extraordinary meeting.
- (2) Save as in these bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.

- (3) A quorum shall consist of persons having the right to exercise not less than one-third of the total number of votes of the strata corporation.
- (4) If within a half-hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at the adjourned meeting a quorum is not present within a half-hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum.
- (5) The chairman of the council or the executive, as the case may be, shall be the chairman of all general meetings. In his absence from the meeting or in the case he vacates the chair, the vice-chairman of the council or the executive, as the case may be shall act as chairman. In other cases, the meeting shall appoint a chairman.
- (6) The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, shall be
 - (a) electing the chairman of the meeting, if necessary;
 - (b) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - (c) filing proof of notice of meeting or waiver of notice;
 - (d) reading and disposing of any unapproved minutes
 - (e) receiving reports of committees;
 - (f) considering the accounts;
 - (g) electing a strata council or executive, as the case may be, if necessary;
 - (h) unfinished business;
 - (i) new business; and
 - (j) adjournment.

VOTING AT MEETINGS

- 16 (1) At a general meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.

- (2) Unless a poll is requested, a declaration by the chairman that a resolution had, on the show of hands, been carried is conclusive evidence of the fact without proof of a number or proportion of votes recorded in favour of or against the resolution.
- (3) A poll, if demanded, shall be taken in whatever manner the chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.
- (4) In the case of equality in the votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.
- (5) On a show of hands, an owner shall indicate his vote by showing his vote card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- (6) Except in cases where, under the Condominium Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his strata lot have been paid.
- (7) Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- (8) An owner who is a trustee is entitled to exercise the vote for the strata lot in respect of which he is trustee. The persons beneficially interested may not vote.

PROXIES

- 17 (1) An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
- (2) A proxy need not be an owner.
- (3) Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides the power of vote conferred on an owner under the Condominium Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the corporation, no instrument of proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

VIOLATION OF BYLAWS

- 18 (1) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the strata corporation. Any cost or expense so incurred

by the strata corporation shall be charged to that 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 the costs or expenses are incurred but not necessarily paid by the strata corporation, and shall become immediately due and payable by the owner to the strata corporation on the date of the monthly assessment.

- (2) Any infraction or violation of any rules and regulations established by a separate section pursuant to these bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the next month following the date on which the costs or expenses are extended or incurred, but not necessarily paid, by the separate section and shall become due and payable by the owner to the executive on the date of payment of the monthly assessment.
- (3) The strata corporation or executive of a separate section, as the case may be, may recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation or the separate section is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.

COMMON EXPENSES

- 19 (1) "Common Expenses" means the total of all expenses incurred or to be incurred by the strata corporation in controlling, managing and administering, operating, repairing, maintaining and replacing the common property, common facilities and other assets of the strata corporation and in discharging all obligations of the strata corporation under the Condominium Act and the bylaws of the strata corporation including, without limiting the generality of the foregoing, the cost of repairs, maintenance and replacement, premiums on insurance policies, landscaping and gardening costs, snow removal, lighting costs, parking lot cleaning, wages, legal and accounting fees, management fees, rental costs, maintenance service and contingency reserve for unusual or extraordinary future expenses whether of a capital nature or not.
- (2) The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
 - (3) The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with this bylaw.
 - (4) Common expenses shall be apportioned between the Dwelling Units and the Commercial Section and to individual strata lots in the following manner:

- (a) common expenses attributable to either separate section shall be allocated to that separate section and, subject to subsection 19(11), shall be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section; and
 - (b) common expenses not attributable to either separate section shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation.
- (5) Without limiting the generality of subsection (4) and unless otherwise determined by the executives of each of the Dwelling Units and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the separate sections as follows:
- (a) expenses relating to the common areas in each separate section (such as recreation rooms, storage areas, entrances, lobbies, utility rooms and other common areas in each area) will be for the account of the owners of strata lots in each respective section;
 - (b) the Lobby Check In Lease will be maintained by the strata corporation but the cost of such lease will be the responsibility of the Dwelling Units; and
 - (c) the cost of maintaining the landscaped and other outdoor areas within the common property will be apportioned between the two sections on the basis of the total unit entitlement of the strata lots in each section.
- (6) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne in proportion to the unit entitlement of their strata lots by the owners of the strata lots entitled to use the limited common property.
- (7) The owner-developer shall cause to be prepared interim budgets of anticipated common expenses for each section for the first 12 month period following registration of the strata plan which allocates common expenses between the separate sections, and the budget shall be distributed to each purchaser. The estimated interim budget for each section for the first nine months following the deposit of the strata plan, as required by subsection 128(4) of the Condominium Act, can be calculated by multiplying each annual budget by 9/12.
- (8) For the period from the date on which the strata plan is registered until the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is

- conveyed to a purchaser, the owner-developer shall pay the actual common expenses.
- (9) For the period from the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser until the first annual budget is approved by the first annual general meeting, the owners, including the owner-developer, shall pay to the strata corporation their proportionate share of the estimated monthly common expenses in accordance with the budget prepared under subsection (7).
 - (10) If the actual common expenses during the period referred to in subsection 98) exceed the estimated common expenses for that period, the owner-developer shall pay the excess.
 - (11) Common expenses attributable to a separate section shall be apportioned by the executive of that separate section in the following manner:
 - (a) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section.
 - (b) The cost of each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot shall be borne by the owners in proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.
 - (12) At the first annual general meeting, the strata corporation shall cause to be prepared a budget for a period commencing on the date of the first annual general meeting and ending on the first anniversary of the last day of the month during which the first annual general meeting is held. Such annual budget shall allocate common expenses as between the separate sections of the strata corporation. After that, all owners, including the owner-developer, shall, subject to subsection (4), pay a monthly assessment based on that budget determined in accordance with their unit entitlements.
 - (13) Where, at the first annual general meeting, the budget shows that the estimated common expenses as shown on the interim budget exceeded the actual common expenses, the owners, including the owner-developer, shall receive from the strata corporation a rebate of their contribution to the common expenses, based on the unit entitlement of the strata lots for which their contribution was paid, and the period of time during which their contribution was paid.
 - (14) At each annual general meeting subsequent to the first annual general meeting, the strata corporation shall prepare an annual budget for the following 12 month period and, after that, all owners shall, subject to this bylaw, pay a monthly assessment in accordance with their unit entitlement.

NOTICES

- 20 (1) Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Condominium Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot, or at another address specified by the owner, and if left with him or some adult person at that address.
- (2) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- (3) An owner may at any time in writing advise the strata corporation of a change in address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- (4) The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation or the executive of a separate section to the owner of the strata lot.

CORPORATE COMMON SEAL

21. The strata corporation shall have a common seal, which shall not be used except by authority of the council previously given and in the presence of the members of the strata council or at least one member of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the strata corporation, his signature is sufficient for the purpose of this section and, if the only member is a corporation, the signature of its appointed representative on the strata council shall be sufficient for the purpose of this section.

PROHIBITIONS

- 22 (1) An owner shall not:
- (a) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building or which breaches any applicable municipal laws, regulations or other applicable restrictions;
- (b) make undue noise in or about any strata lot or common property;
- (c) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the executive of the separate section; provided that the owners of strata lot(s) may from time to time and at any time make such changes, additions, improvements, alterations, enlargements,

decorations, subtractions from, rearrangements of and subdivisions (collectively called the "Alterations") of the interior of such strata lots which they in their sole discretion may consider necessary or desirable, but which do not affect any structural or supporting members of the building, including, without limiting the generality of the foregoing but subject to these bylaws, the right to use the same for whatever lawful purpose or purposes which such owners deem necessary or desirable, so long as the owner of the strata lot in question shall not interfere with the other strata lot owners more than is reasonably necessary in the conduct of such Alterations.

- (2) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.

PROMOTION

23. During the time that the owner-developer of the strata corporation is a first owner of any strata lots, he shall have the right to maintain any strata lot or lots, whether owned or leased by him as a display strata lot, and to carry on sales functions he considers necessary in order to enable him to sell the strata lots.

BUILDING EXTERIOR

24. Notwithstanding anything else in these bylaws, any decision which involves any addition or change to the appearance of the exterior of the building (including, without limitation, the colour, design, quality and proportion of the finishing treatment of the building exterior or any portion of the building exterior) shall require:
- (a) prior approval by special resolution of the strata corporation;
 - (b) prior approval by at least 50% of the owners of strata lots in the Commercial Section present and entitled to vote; and
 - (c) compliance with all applicable restrictions imposed by lawful authorities, including pursuant to any encumbrance registered against the common property.

SIGNAGE

25. Owners or tenants of strata lots in the Commercial Section will be permitted to install signage within and attach the same to the common property around the outside perimeter of the strata lots on the condition that such signage (i) complies with the signage guidelines for the building implemented by the owner-developer and has received the written approval of the owner-developer, if installation of the awnings is intended to commence within twelve months after substantial completion of the development, and

thereafter the executive of the Commercial Section and (ii) has received approval from Seabridge Construction Limited and any approvals required from any approving authority having jurisdiction. Any signage installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the commercial strata owner who installs such signage.

USE OF COMMON PROPERTY AND COMMON FACILITIES

26. The Owners acknowledge and agree that the strata lots and certain rights of the owners of the strata lots to the common property and common facilities are the subject of a rental management agreement (the "Optional Rental Management Agreement") between some of the owners and a rental manager (the "Manager") for the mutual benefit of all owners. The Manager and its employees, agents, contractors and permittees and all guest (the "Guests") shall at all times have access to and use of all portions of the common property and common facilities as are reasonably required by the Manager for the operation and enjoyment of the Boardwalk from time to time, as determined by the Manager, acting reasonably, including, without limitation, the parking lot and parking stalls, all common areas and common facilities within the building. The Manager shall be entitled to set up and maintain within the common property any works and facilities as are reasonably required by the Manager in connection with the operation of the hotel and the Optional Rental Management Agreement, including, without limitation, a concierge desk and signage, if so desired by the Manager. the Manager shall comply with all governmental and other regulatory statutes, rules, regulations, codes, ordinances and licensing requirements and the Manager shall comply and shall use reasonable efforts to cause its employees, agents, contractors and permittees and the Guests to comply with all bylaws and rules and regulations of the strata corporation, so long as such bylaws and rules and regulations are of general application to all owners and occupiers of the strata lots, do not provide for any fee or other charge whatsoever to be paid by the Manager or the Guests and are generally consistent with and do not conflict with the operation of the development as a condominium hotel in accordance with the standards contemplated in the Optional Rental Management Agreement. The owners agree that all future bylaws and rules and regulations of the strata corporation shall be consistent with the operation of the development as a condominium hotel in accordance with the standards contemplated in the Optional Rental Management Agreement so that they will not impair, interfere with or adversely affect such operation. In addition, the owners agree that they will not do any act or thing and shall cause the strata corporation to refrain from doing any act or thing which may impair, interfere with or limit the ability of the Manager to operate the development as a condominium hotel in accordance with the standards contemplated in the Optional Rental Management Agreement. In addition, the owners agree that all future property management agreements with the strata corporation shall be made on terms and conditions acceptable to the Manager, acting reasonably, and with a property manager acceptable to the Manager, acting reasonably. This Bylaw 26 may not be amended, modified , rescinded repealed or replaced except by unanimous resolution of the strata corporation.

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THOMPSON & ELLIOTT
RECEIVED
LAND TITLE OFFICE
BARRISTERS & SOLICITORS

8th Floor
1285 West Broadway
Vancouver, B.C.
V6H 3X8

Telephone: (604) 731-1161
Fax: (604) 731-6527

Our File No. 27569/T

Reply to the Attention of: R. Keith Thompson

June 14, 1999

Victoria Land Title Office
Victoria, B.C.

Attention: Registrar

Dear Sirs:

RE: Notification of Change of Bylaws

Please receive herewith the following document for filing:

Form 8 - Notification of Change of Bylaws.

Thank you for your attention to this matter.

Yours very truly
THOMPSON & ELLIOTT

Per:

R. Keith Thompson
/ge
encls.

99 JUN 15 11 17

EN 6

RECEIVED - VICTORIA
LAND TITLE OFFICEEN
5220
7**CONDOMINIUM ACT****FORM 8****NOTIFICATION OF CHANGE OF BYLAWS**

(Section 26)

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The bylaws of the strata corporation of the strata plan being deposited herewith of:

Village of Ucluelet,
Lots 1 and 2 Section 21, Clayoquot District, Plan VIP67274

shall be the following:

the bylaws set out in Schedule A attached hereto.

DATED this 11 day of June, 1999

SEABRIDGE CONSTRUCTION LIMITED

by:

(authorized signatory) KEITH THOMPSON

Superintendent of Real Estate

SAMANTHA GALE

SCHEDULE A

The Owners, Strata Plan No. VIS4810

BYLAWS

COMMERCIAL AND RESIDENTIAL SECTIONS

1. (1) The owners of Strata Lots 21 - 30 shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan.
- (2) The owners of Strata Lots 1 - 20 shall form a separate section (the "Dwelling Units") within the strata corporation consisting of all the residential strata lots in the strata plan.

DUTIES OF OWNERS

2. An owner shall:
 - (a) permit the strata corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws and rules and regulations of the strata corporation and the separate sections are being observed and performed;
 - (b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot and pay all rates, taxes, charges and assessments that are payable in respect of his strata lot;
 - (c) repair and maintain his strata lot, including windows and doors and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - (d) use and enjoy the common property, common facilities or other assets of the strata corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
 - (e) not use his strata lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a strata lot, whether an owner or not, or his family;

- (f) notify the strata corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- (g) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted by the strata corporation or either of the separate sections applicable to such owner from time to time; and
- (h) receive the written permission of the strata council before undertaking alterations to the exterior or structure of any strata lot, but permissions shall not be unreasonably withheld.

DUTIES OF STRATA CORPORATION

3. The strata corporation shall:

- (a) control, manage and administer the common property (excluding limited common property appurtenant to either separate section and common property, as described in section 7, to be controlled, managed and administered by either separate section), common facilities or other assets of the strata corporation for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including any apparatus and equipment used in connection with the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below), common facilities or other assets of the strata corporation;
- (c) subject to section 24, maintain all external common areas, including lawns, gardens and parking areas including the exterior of the building but excluding windows, doors, balconies and patios included in a strata lot or in limited common property appurtenant to a strata lot;
- (d) maintain and repair, including renewal where reasonable necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of; (i) common property, excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below; or (ii) more than one strata lot where such strata lots are not within the same separate section;
- (e) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the strata corporation and the receipts for the last premiums;

- (f) collect and receive all contributions toward the common expenses levied by the strata corporation paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government;
- (g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation;
- (h) maintain the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below) in a healthful and attractive condition; and
- (i) where an owner's interest is subject to a registered mortgage which entitled the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the strata corporation, upon the request of the mortgagee, deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing.

DUTIES OF SEPARATE SECTIONS OF THE STRATA CORPORATION

- 4. Each separate section of the strata corporation shall:
 - (a) control, manage and administer the limited common property (if any) appurtenant to the separate section, common property (as described in section 7) to be controlled, managed and administered by the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section;
 - (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section, common property (as described in section 7) to be controlled, managed and administered by that separate section facilities common to the separate section, or other assets of the separate section;
 - (c) maintain all areas common to the separate section, both internal and external, including storage areas, public halls, underground parking areas and appurtenant common areas and lobby areas;
 - (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of:

- (i) common property to be controlled, managed and administered by the separate section as described in section 7;
 - (ii) more than one strata lot where such strata lots are within the separate section as described in section 7;
 - (iii) the limited common property appurtenant to the separate section;
- (e) collection the receive all contributions towards the expenses common to the separate section paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government;
 - (f) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the separate section; and
 - (g) maintain the limited common property appurtenant to the separate section and common property controlled, managed and administered by the separate section in a healthful and attractive condition.

POWERS OF THE STRATA CORPORATION

5. The strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property (excluding limited common property appurtenant to a separate section and common property as described in section 7, to be controlled, managed and administered by either separate section), common facilities or other assets of the strata corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers, including arranging an operating line of credit, on terms and at rates of interest which are consistent with prudent business practices;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;

- (f) grant an owner the right to exclusive use and enjoyment of common property (excluding common property to be controlled, managed and administered by either separate section as described in section 7), or special privileges in respect thereto, the grant to be determinable on reasonable notice, unless the strata corporation by unanimous resolution otherwise resolves;
- (g) designate by special resolution an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property (excluding limited common property appurtenant to a separate section and common property to be controlled, managed and administered by either separate section, as described in section 7), common facilities or other assets of the strata corporation;
- (i) do all things necessary for the enforcement of the bylaws and the rules and regulations of the strata corporation, and for the control, management and administration of the common property (excluding limited common property appurtenant to a separate section and common property as described in section 7, to be controlled, managed and administered by each separate section), common facilities or other assets of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;
- (j) subject to the Condominium Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the strata council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacement of funds from time to time and over a period of time as the strata council thinks fit;
- (k) set up and maintain separate contingency reserve funds for each of the separate sections to be assessed and used as is the contingency reserve fund for the strata corporation, but in respect of the limited common property of the relevant separate section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds need not necessarily be deposited to separate accounts; and
- (l) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

POWERS OF SEPARATE SECTIONS OF THE STRATA CORPORATION

6. (1) Each separate section of the strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in the separate section in connection with their enjoyment of the limited common property appurtenant to and common property as described in section 7, to be controlled, managed and administered by the separate section, facilities common to the separate section or other assets of the separate section;
 - (b) make an agreement with any owner or occupier of a strata lot within a separate section for the provision of amenities or services by it to the strata lot or to the owners or occupiers thereof;
 - (c) grant an owner within the separate section the right to exclusive use and enjoyment limited common property appurtenant to or common property as described in section 7, controlled, managed and administered by the separate section, or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves;
 - (d) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to and common property as described in section 7, controlled, managed and administered by the separate section, facilities common to the separate section, or other assets of the separate section;
 - (e) do all things necessary for the enforcement of the rules and regulations of the separate section and for the control, management and administration of the limited common property appurtenant to and common property as described in section 7, controlled, managed and administered by the separate section facilities common to the separate section, or other assets of the separate section generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the rules or regulations;
- (2) Any resolution passed by the strata corporation, the council or the executive council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant, to and common property to be controlled, managed or administered by, that separate section.
7. Each of the Commercial Section and the Dwelling Units shall control, manage and administer such portions of the common property as may reasonably be considered to be intended for the use of such section and, without limiting the generality of the foregoing, such portions of the common property for which expenses will be allocated to such

section in accordance with section 19(4)(a).

STRATA COUNCIL

8. (1) The powers and duties of the strata corporation shall, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- (2) The owner-developer shall exercise the powers and duties of the strata council until a council is elected by the owners.
- (3) A council shall be elected at the first annual general meeting of the owners called by the owner-developer under section 14.
- (4) A council shall be elected from among the owners and the appointed representatives of the owners (including corporate owners) from time to time, and shall consist of not less than 3 or more than 7 persons as determined at the meeting by a majority of all owners entitled to vote. Not less than one third of the members will be representatives of the Commercial Section. The owners of the strata lots in the Commercial Section will elect their appointees to the council and the owners of the strata lots in the Dwelling Units will elect their appointees, and neither section will have any say in the appointment of council members by the other section. For greater certainty but without limitation, a representative of a professional rental or property management company which is licensed as an agent under the Real Estate Act (British Columbia) and which is responsible for 5 or more strata lots in the strata corporation may be elected to the council.
- (5) Where a strata lot is owned by more than one person, only one owner of the strata lot or their appointed representative shall be a member of the council at any one time.
- (6) At each annual general meeting of the strata corporation all the members of the council shall retire from office and the strata corporation shall elect a new council. A retiring member of the council is eligible for re-election.

EXECUTIVE OF THE SEPARATE SECTIONS

- 9 (1) The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and by the executive of the separate section and the members of the separate section may pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- (2) The owner-developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the owners within the separate section.

- (3) The executive of a separate section shall be elected at the first annual general meeting of the owners called by the owner-developer under section 14 then thereafter at each general meeting of the separate section called by the executive in accordance with section 14.
- (4) The executive of each separate section shall be elected by the owners within that separate section, shall consist of not less than 3 or more than 6 persons, shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to sections 10 to 17 inclusive. Where there are less than four strata lots or less than four owners in a separate section, the executive of that separate section shall consist of all owners within that separate section.

VACANCIES, QUORUM, ETC.

- 10 (1) Except where the council consists of all owners, the strata corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.
- (2) A vacancy on the council may be filled by the remaining members of the council.
- (3) Except where there is only one owner, a quorum of the council is two where the council consists of four or less persons, three, where it consists of five or six persons and four where it consists of seven persons.

OFFICERS AND MEETINGS

- 11 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council shall elect from among its members a chairman and vice-chairman, who shall hold office until the conclusion of the next annual general meeting of the strata corporation or until their successors are elected or appointed.
- (2) The chairman of the council shall have a casting vote in addition to his original vote.
- (3) Where the chairman is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice-chairman shall act as the chairman and have all the duties and powers of the chairman while so acting.
- (4) In the absence of both the chairman and the vice-chairman, the members present shall from among themselves appoint a chairman for that meeting, who shall have all the duties and powers of the chairman while so acting.
- (5) At meetings of the council, all matters shall be determined by simple majority vote.

COUNCIL POWERS

12. The council may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him specifying the reason for calling the meeting, unless the other members agree to waive the notice;
- (b) employ for and on behalf of the strata corporation agents and employees at it thinks proper for the control, management and administration of the common property, common facilities or other assets of the strata corporation, and the exercise and performance of the powers and duties of the strata corporation; and
- (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the strata corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

COUNCIL DUTIES

13 (1) The council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him the following:

- (a) a copy of the Condominium Act and of changes in the bylaws;
- (b) a copy of any and all special or unanimous resolutions;
- (c) a copy of all the legal agreements to which the strata corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, mortgages, agreements for sale, leases, licences, easements or rights of way;
- (d) a register of the members of the council;
- (e) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the strata corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
- (f) the annual budget for each year; and
- (g) minutes of all general meetings and of all council meetings.

- (2) The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him the following:
 - (a) a copy of any and all special or unanimous resolutions passed by the separate section;
 - (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, mortgages, agreements for sale, leases, licences, easements or rights-of-way;
 - (c) minutes of all general meetings of the separate section;
 - (d) the annual budget for each year; and
 - (e) minutes of all meetings of the executive of the separate section.
- (3) The council and the executive of each section shall:
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - (d) prepare proper accounts relating to all money of the strata corporation, or the separate section, as the case may be, and the income and expenditure of it, for each annual general meeting; and
 - (e) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
- (4) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment of continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (5) All acts done in good faith by the executive of a separate section are, notwithstanding it is afterwards discovered that there was some defect in the appointment of continuance in office of a member of the executive of that separate section, as valid as if the member had been duly appointed or had duly continued in office.

- (6) A member of the strata council is not personally liable for an act done in good faith in carrying out his duties as a member of the council.
- (7) A member of the executive of a separate section is not personally liable for an act done in good faith in carrying out his duties as a member of the executive of that section.

GENERAL MEETINGS

- 14 (1) The first annual general meeting shall be called by the owner-developer and the meeting shall be held on the earlier of the date on which 60% of the strata lots have been conveyed by him or a date nine months after registration of the strata plan;
- (2) Subsequent annual general meetings of the strata corporation or a separate section, as the case may be shall be held at the time and place designated by the council or the executive provided that they shall be held once in each calendar year, and not more than 13 months shall elapse between one annual general meeting and the next;
- (3) General meetings, other than the annual general meetings shall be called extraordinary general meetings.
- (4) The strata council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of not less than 25% of the strata lots, within 2 weeks after the requisition, convene an extraordinary meeting.
- (5) The executive may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of not less than 25% of the strata lots in a separate section, within 2 weeks after the requisition, convene an extraordinary meeting.
- (6) Seven days' notice of every general meeting specifying the place, date and hour of the meeting and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the strata corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.

PROCEDURE

- 15 (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the strata council or executive, or at an extraordinary meeting.
- (2) Save as in these bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.

- (3) A quorum shall consist of persons having the right to exercise not less than one-third of the total number of votes of the strata corporation.
- (4) If within a half-hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at the adjourned meeting a quorum is not present within a half-hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum.
- (5) The chairman of the council or the executive, as the case may be, shall be the chairman of all general meetings. In his absence from the meeting or in the case he vacates the chair, the vice-chairman of the council or the executive, as the case may be shall act as chairman. In other cases, the meeting shall appoint a chairman.
- (6) The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, shall be
 - (a) electing the chairman of the meeting, if necessary;
 - (b) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - (c) filing proof of notice of meeting or waiver of notice;
 - (d) reading and disposing of any unapproved minutes
 - (e) receiving reports of committees;
 - (f) considering the accounts;
 - (g) electing a strata council or executive, as the case may be, if necessary;
 - (h) unfinished business;
 - (i) new business; and
 - (j) adjournment.

VOTING AT MEETINGS

- 16 (1) At a general meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.

- (2) Unless a poll is requested, a declaration by the chairman that a resolution had, on the show of hands, been carried is conclusive evidence of the fact without proof of a number or proportion of votes recorded in favour of or against the resolution.
- (3) A poll, if demanded, shall be taken in whatever manner the chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.
- (4) In the case of equality in the votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.
- (5) On a show of hands, an owner shall indicate his vote by showing his vote card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- (6) Except in cases where, under the Condominium Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his strata lot have been paid.
- (7) Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- (8) An owner who is a trustee is entitled to exercise the vote for the strata lot in respect of which he is trustee. The persons beneficially interested may not vote.

PROXIES

- 17 (1) An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
- (2) A proxy need not be an owner.
- (3) Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides the power of vote conferred on an owner under the Condominium Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the corporation, no instrument of proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

VIOLATION OF BYLAWS

- 18 (1) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the strata corporation. Any cost or expense so incurred

by the strata corporation shall be charged to that 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 the costs or expenses are incurred but not necessarily paid by the strata corporation, and shall become immediately due and payable by the owner to the strata corporation on the date of the monthly assessment.

- (2) Any infraction or violation of any rules and regulations established by a separate section pursuant to these bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the next month following the date on which the costs or expenses are extended or incurred, but not necessarily paid, by the separate section and shall become due and payable by the owner to the executive on the date of payment of the monthly assessment.
- (3) The strata corporation or executive of a separate section, as the case may be, may recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation or the separate section is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.

COMMON EXPENSES

- 19 (1) "Common Expenses" means the total of all expenses incurred or to be incurred by the strata corporation in controlling, managing and administering, operating, repairing, maintaining and replacing the common property, common facilities and other assets of the strata corporation and in discharging all obligations of the strata corporation under the Condominium Act and the bylaws of the strata corporation including, without limiting the generality of the foregoing, the cost of repairs, maintenance and replacement, premiums on insurance policies, landscaping and gardening costs, snow removal, lighting costs, parking lot cleaning, wages, legal and accounting fees, management fees, rental costs, maintenance service and contingency reserve for unusual or extraordinary future expenses whether of a capital nature or not.
- (2) The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
 - (3) The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with this bylaw.
 - (4) Common expenses shall be apportioned between the Dwelling Units and the Commercial Section and to individual strata lots in the following manner:

- (a) common expenses attributable to either separate section shall be allocated to that separate section and, subject to subsection 19(11), shall be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section; and
 - (b) common expenses not attributable to either separate section shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation.
- (5) Without limiting the generality of subsection (4) and unless otherwise determined by the executives of each of the Dwelling Units and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the separate sections as follows:
- (a) expenses relating to the common areas in each separate section (such as recreation rooms, storage areas, entrances, lobbies, utility rooms and other common areas in each area) will be for the account of the owners of strata lots in each respective section;
 - (b) the Lobby Check In Lease will be maintained by the strata corporation but the cost of such lease will be the responsibility of the Dwelling Units; and
 - (c) the cost of maintaining the landscaped and other outdoor areas within the common property will be apportioned between the two sections on the basis of the total unit entitlement of the strata lots in each section.
- (6) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne in proportion to the unit entitlement of their strata lots by the owners of the strata lots entitled to use the limited common property.
- (7) The owner-developer shall cause to be prepared interim budgets of anticipated common expenses for each section for the first 12 month period following registration of the strata plan which allocates common expenses between the separate sections, and the budget shall be distributed to each purchaser. The estimated interim budget for each section for the first nine months following the deposit of the strata plan, as required by subsection 128(4) of the Condominium Act, can be calculated by multiplying each annual budget by 9/12.
- (8) For the period from the date on which the strata plan is registered until the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is

- conveyed to a purchaser, the owner-developer shall pay the actual common expenses.
- (9) For the period from the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser until the first annual budget is approved by the first annual general meeting, the owners, including the owner-developer, shall pay to the strata corporation their proportionate share of the estimated monthly common expenses in accordance with the budget prepared under subsection (7).
 - (10) If the actual common expenses during the period referred to in subsection 98) exceed the estimated common expenses for that period, the owner-developer shall pay the excess.
 - (11) Common expenses attributable to a separate section shall be apportioned by the executive of that separate section in the following manner:
 - (a) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section.
 - (b) The cost of each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot shall be borne by the owners in proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.
 - (12) At the first annual general meeting, the strata corporation shall cause to be prepared a budget for a period commencing on the date of the first annual general meeting and ending on the first anniversary of the last day of the month during which the first annual general meeting is held. Such annual budget shall allocate common expenses as between the separate sections of the strata corporation. After that, all owners, including the owner-developer, shall, subject to subsection (4), pay a monthly assessment based on that budget determined in accordance with their unit entitlements.
 - (13) Where, at the first annual general meeting, the budget shows that the estimated common expenses as shown on the interim budget exceeded the actual common expenses, the owners, including the owner-developer, shall receive from the strata corporation a rebate of their contribution to the common expenses, based on the unit entitlement of the strata lots for which their contribution was paid, and the period of time during which their contribution was paid.
 - (14) At each annual general meeting subsequent to the first annual general meeting, the strata corporation shall prepare an annual budget for the following 12 month period and, after that, all owners shall, subject to this bylaw, pay a monthly assessment in accordance with their unit entitlement.

NOTICES

- 20 (1) Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Condominium Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot, or at another address specified by the owner, and if left with him or some adult person at that address.
- (2) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- (3) An owner may at any time in writing advise the strata corporation of a change in address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- (4) The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation or the executive of a separate section to the owner of the strata lot.

CORPORATE COMMON SEAL

21. The strata corporation shall have a common seal, which shall not be used except by authority of the council previously given and in the presence of the members of the strata council or at least one member of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the strata corporation, his signature is sufficient for the purpose of this section and, if the only member is a corporation, the signature of its appointed representative on the strata council shall be sufficient for the purpose of this section.

PROHIBITIONS

- 22 (1) An owner shall not:
- (a) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building or which breaches any applicable municipal laws, regulations or other applicable restrictions;
- (b) make undue noise in or about any strata lot or common property;
- (c) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the executive of the separate section; provided that the owners of strata lot(s) may from time to time and at any time make such changes, additions, improvements, alterations, enlargements,

decorations, subtractions from, rearrangements of and subdivisions (collectively called the "Alterations") of the interior of such strata lots which they in their sole discretion may consider necessary or desirable, but which do not affect any structural or supporting members of the building, including, without limiting the generality of the foregoing but subject to these bylaws, the right to use the same for whatever lawful purpose or purposes which such owners deem necessary or desirable, so long as the owner of the strata lot in question shall not interfere with the other strata lot owners more than is reasonably necessary in the conduct of such Alterations.

- (2) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.

PROMOTION

23. During the time that the owner-developer of the strata corporation is a first owner of any strata lots, he shall have the right to maintain any strata lot or lots, whether owned or leased by him as a display strata lot, and to carry on sales functions he considers necessary in order to enable him to sell the strata lots.

BUILDING EXTERIOR

24. Notwithstanding anything else in these bylaws, any decision which involves any addition or change to the appearance of the exterior of the building (including, without limitation, the colour, design, quality and proportion of the finishing treatment of the building exterior or any portion of the building exterior) shall require:
- (a) prior approval by special resolution of the strata corporation;
 - (b) prior approval by at least 50% of the owners of strata lots in the Commercial Section present and entitled to vote; and
 - (c) compliance with all applicable restrictions imposed by lawful authorities, including pursuant to any encumbrance registered against the common property.

SIGNAGE

25. Owners or tenants of strata lots in the Commercial Section will be permitted to install signage within and attach the same to the common property around the outside perimeter of the strata lots on the condition that such signage (i) complies with the signage guidelines for the building implemented by the owner-developer and has received the written approval of the owner-developer, if installation of the awnings is intended to commence within twelve months after substantial completion of the development, and

thereafter the executive of the Commercial Section and (ii) has received approval from Seabridge Construction Limited and any approvals required from any approving authority having jurisdiction. Any signage installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the commercial strata owner who installs such signage.

USE OF COMMON PROPERTY AND COMMON FACILITIES

26. The Owners acknowledge and agree that the strata lots and certain rights of the owners of the strata lots to the common property and common facilities are the subject of a rental management agreement (the "Optional Rental Management Agreement") between some of the owners and a rental manager (the "Manager") for the mutual benefit of all owners. The Manager and its employees, agents, contractors and permittees and all guest (the "Guests") shall at all times have access to and use of all portions of the common property and common facilities as are reasonably required by the Manager for the operation and enjoyment of the Boardwalk from time to time, as determined by the Manager, acting reasonably, including, without limitation, the parking lot and parking stalls, all common areas and common facilities within the building. The Manager shall be entitled to set up and maintain within the common property any works and facilities as are reasonably required by the Manager in connection with the operation of the hotel and the Optional Rental Management Agreement, including, without limitation, a concierge desk and signage, if so desired by the Manager. the Manager shall comply with all governmental and other regulatory statutes, rules, regulations, codes, ordinances and licensing requirements and the Manager shall comply and shall use reasonable efforts to cause its employees, agents, contractors and permittees and the Guests to comply with all bylaws and rules and regulations of the strata corporation, so long as such bylaws and rules and regulations are of general application to all owners and occupiers of the strata lots, do not provide for any fee or other charge whatsoever to be paid by the Manager or the Guests and are generally consistent with and do not conflict with the operation of the development as a condominium hotel in accordance with the standards contemplated in the Optional Rental Management Agreement. The owners agree that all future bylaws and rules and regulations of the strata corporation shall be consistent with the operation of the development as a condominium hotel in accordance with the standards contemplated in the Optional Rental Management Agreement so that they will not impair, interfere with or adversely affect such operation. In addition, the owners agree that they will not do any act or thing and shall cause the strata corporation to refrain from doing any act or thing which may impair, interfere with or limit the ability of the Manager to operate the development as a condominium hotel in accordance with the standards contemplated in the Optional Rental Management Agreement. In addition, the owners agree that all future property management agreements with the strata corporation shall be made on terms and conditions acceptable to the Manager, acting reasonably, and with a property manager acceptable to the Manager, acting reasonably. This Bylaw 26 may not be amended, modified , rescinded repealed or replaced except by unanimous resolution of the strata corporation.



25 MAR 2008 08 55

FB156915

March 10, 2008

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AJ

Minister of Finance & Corporate Relations
Land Titles Office
850 Burdett Avenue
PO Box 9255 Stn Prov Government
Victoria, BC
V8W 9J3

(1/2)

Re: Strata Plan VIS 4810

Dear Sir or Madam:

We are the Management Company for the above noted property, please find enclosed the following documents:



Form E - Certificate of a Strata Corporation – Section 74
Special Resolution #1

Designation of LCP

Form E – Certificate of a Strata Corporation – Section 100

Special Resolution #2

Relevant section of the Minutes of the Annual General Meeting

Two cheques each in the amount of \$21.75

Please process and return registered copies to our office. We have enclosed a self-addressed pre-stamped envelope for your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Tiit Pikksalu".

Tiit Pikksalu, P.Eng.
President
National Pacific Real Estate Services Inc.
Strata Property Managers for Strata Plan VIS4810

/encls.

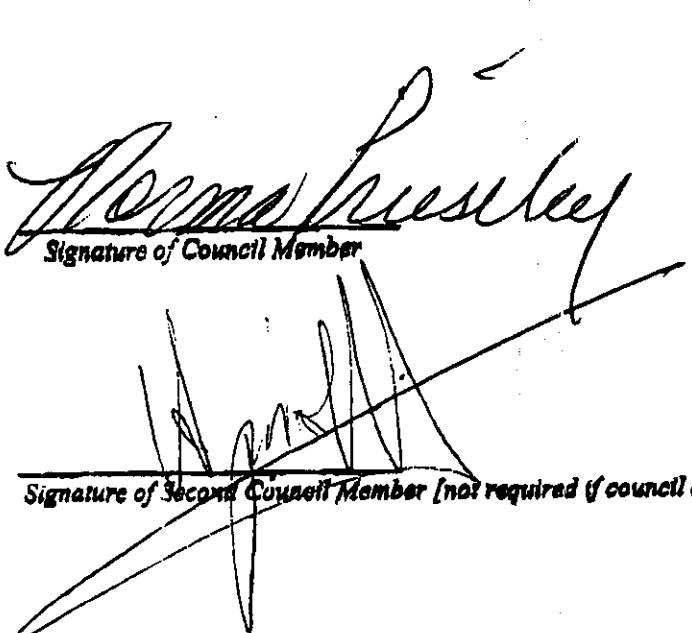
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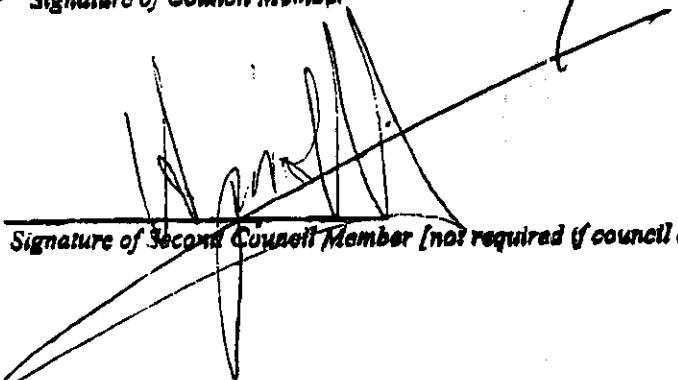
Strata Property Act
Form E
CERTIFICATE OF A STRATA CORPORATION
(CERTIFICATE FOR SECTION 74)

The Owners, Strata Plan VIS 4810 certify that a resolution referred to in section 74 of the *Strata Property Act* was passed by a.....unanimous vote or...X.... $\frac{1}{4}$ vote at the annual or special general meeting held on February 18, 2008, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purpose of section 165(4) if the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act*, and the instrument conforms to the resolution.


Signature of Council Member

GM 08/03/25 08:55:37 01 VI 797070
DOC FILE \$21.75


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

SPECIAL RESOLUTION: #1:***Designating Limited Common Property***

WHEREAS the Strata Corporation is desirous of providing Strata Lot 23 with washroom facilities as Strata Lot 23 was constructed without washroom facilities. The adjoining washroom and storage locker was designated as Common Property for the Strata Plan, and is not used as such. The washroom and storage locker area attached to Strata Lot 23 and complete the rectangular area of the Strata Lot.

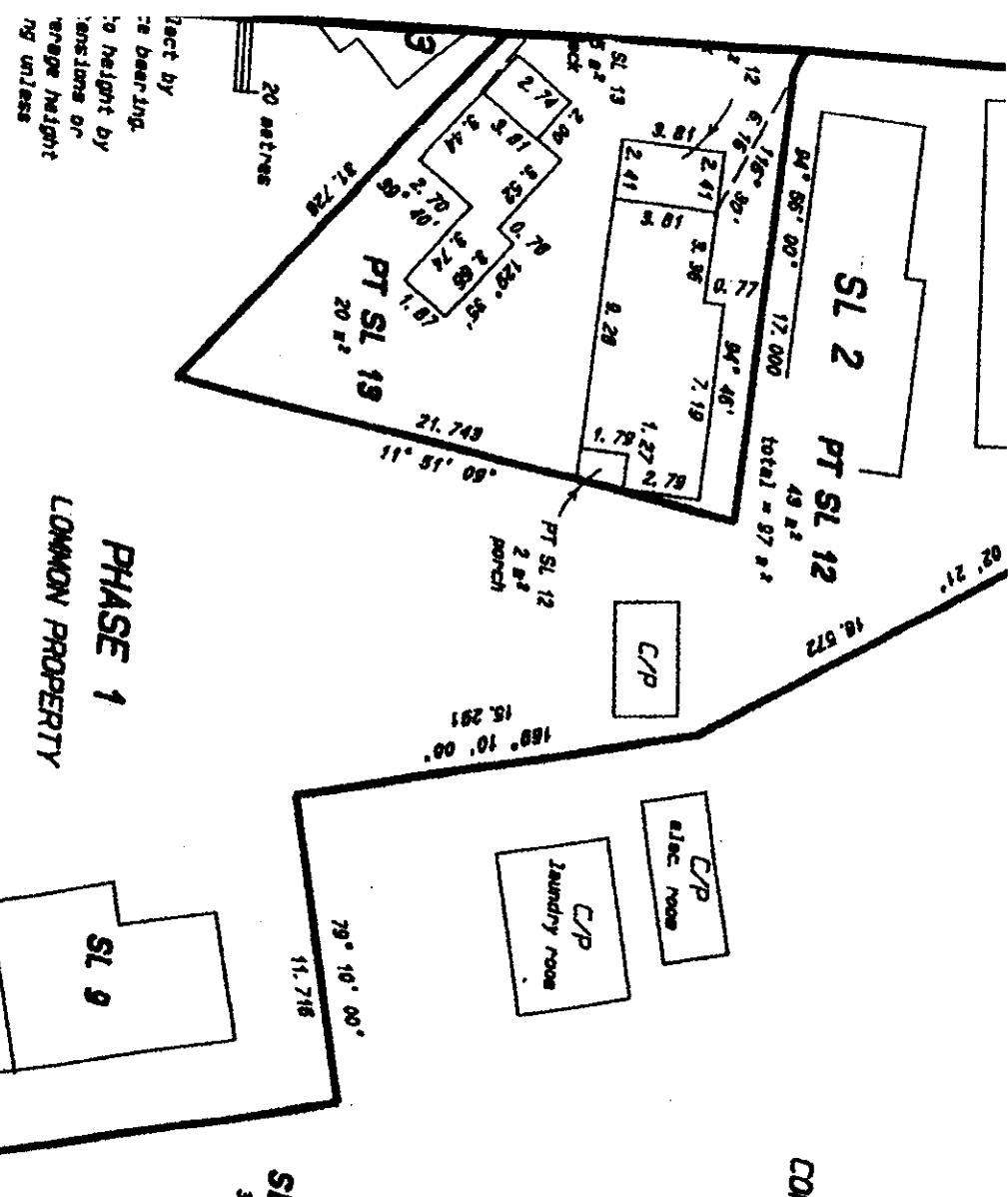
BE IT RESOLVED that as per section 74 of the Property Act the washroom and the adjoining storage locker area be designated as Limited Common Property for the exclusive use of Strata Lot 23. Strata Lot 23 is also permitted to close off the common entry to the washroom and to install a passage door between the washroom area and Strata Lot 23. It is hereby also agreed that this designation as Limited Common Property for the exclusive use of Strata Lot 23 can only be removed by Resolution unanimously passed at an Annual or Special General Meeting.

AMM RD

thereof.

*CERTIFIED CORRECT
dated at Chemainus, B.C., this 15th day of Oct., 1999.*

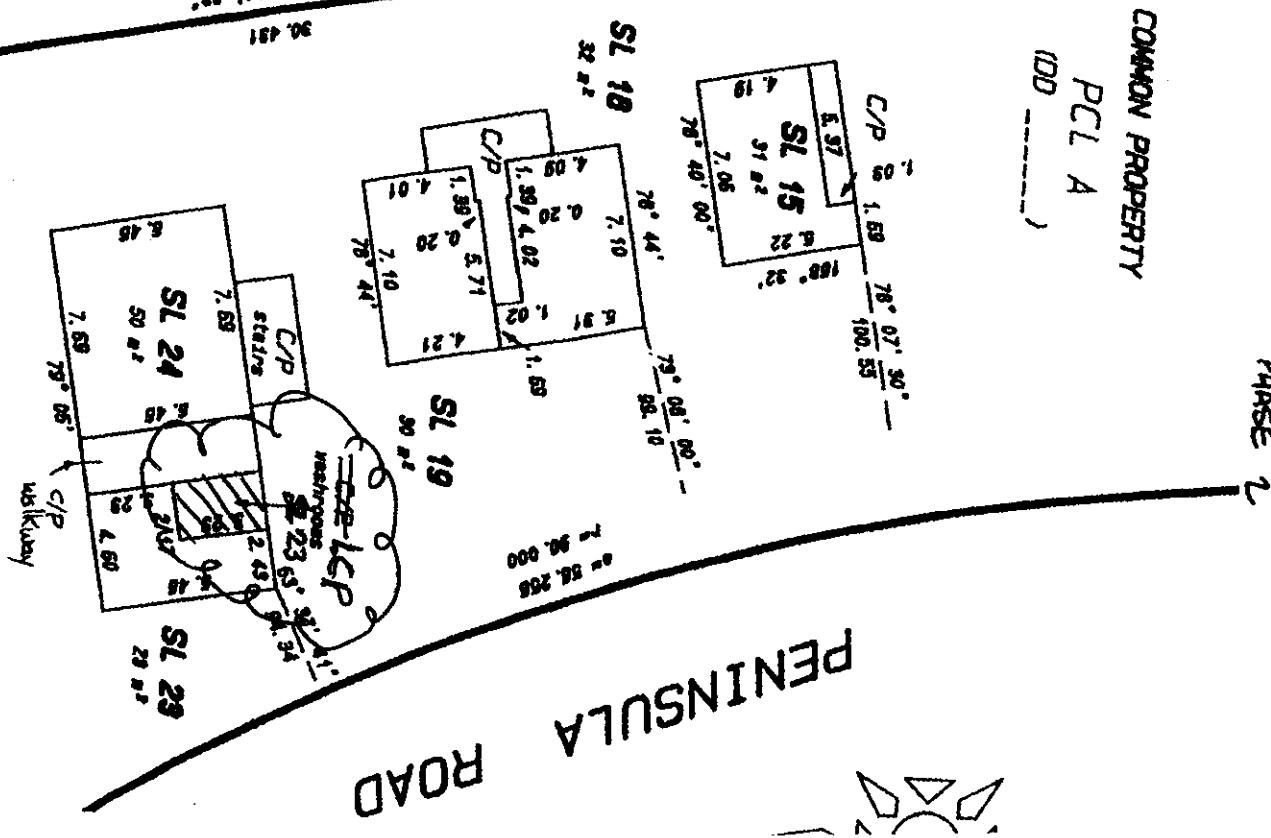
**PHASE 1
COMMON PROPERTY**



COMMON PROPERTY

*PCI A
(DD -----)*

PHASE 1





-7 DEC 2009 14 08

FB317721

November 3, 2009

JDF

Minister of Finance & Corporate Relations
Land Titles Office
850 Burdett Avenue
PO Box 9255 Stn Prov Government
Victoria, BC V8W 9J3

Re: Strata Plan VIS 4810

Dear Sir or Madam:

We are the Management Company for the above noted property, please find enclosed the following documents:

Form E - Certificate of a Strata Corporation – Section 74
Special Resolution
A cheque in the amount of \$23.75

Please process and return registered copies to our office. We have enclosed a self-addressed pre-stamped envelope for your convenience.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Tiiit Pikksalu'. It is written in a cursive style with some loops and variations in letter height.

Tiiit Pikksalu, P.Eng.
President
National Pacific Real Estate Services Inc.
Strata Property Managers for Strata Plan VIS4810

/encls.
je

-7 DEC 2009 14 08

FB317721

Strata Property Act

Form E

**CERTIFICATE OF A STRATA CORPORATION
(CERTIFICATE FOR SECTION 74)**

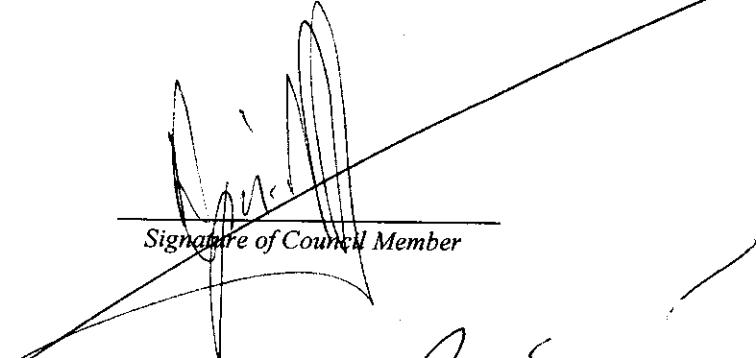
The Owners, Strata Plan VIS 4810 certify that a resolution referred to in section 74 of the *Strata Property Act* was passed by a.....unanimous vote or...X.... $\frac{3}{4}$ vote at the annual or special general meeting held on September 22, 2009, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purpose of section 165(4) if the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act*, and the instrument conforms to the resolution.

ac 12/7/2009 2:07:44 PM 1 1
Doc File 1 \$23.75**#1 – Designating Limited Common Property**

WHEREAS Section 73 and Section 74 of the Strata Property Act of BC allows for designations of Limited Common Property, by way of a resolution passed at a general meeting by a $\frac{3}{4}$ votes;

BE IT RESOLVED that the Strata Corporation approve, by way of a Special Resolution, that the decks attached to Strata Lot 6 (cabin 8) and Strata Lot 8 (Cabin 10) Strata Lot 9 (Suite 24) and Strata Lot 10 (Suite 23), be designated as Limited Common Property.

ac 2/1/2010 12:59:52 PM 1 1
Defect 1 \$23.75
Signature of Council Member
Signature of Second Council Member [not required if council consists of only one member]

FIRST FLOOR

Scale = 1:250

A horizontal scale bar with tick marks at 0, 2, 4, 6, 8, and 10. To its right is the text "20 metres".

SHEET FIVE OF EIGHT SHEETS

STRATA PLAN VIS 4810

Unless otherwise indicated bearings deflect by
multiples of 90° from the given reference bearing.

All balconies and decks are defined as to height by
of the Strata Lot within the same building unless
otherwise indicated.

All distances are in metres and decimals thereof.

SL denotes Strata Lot.

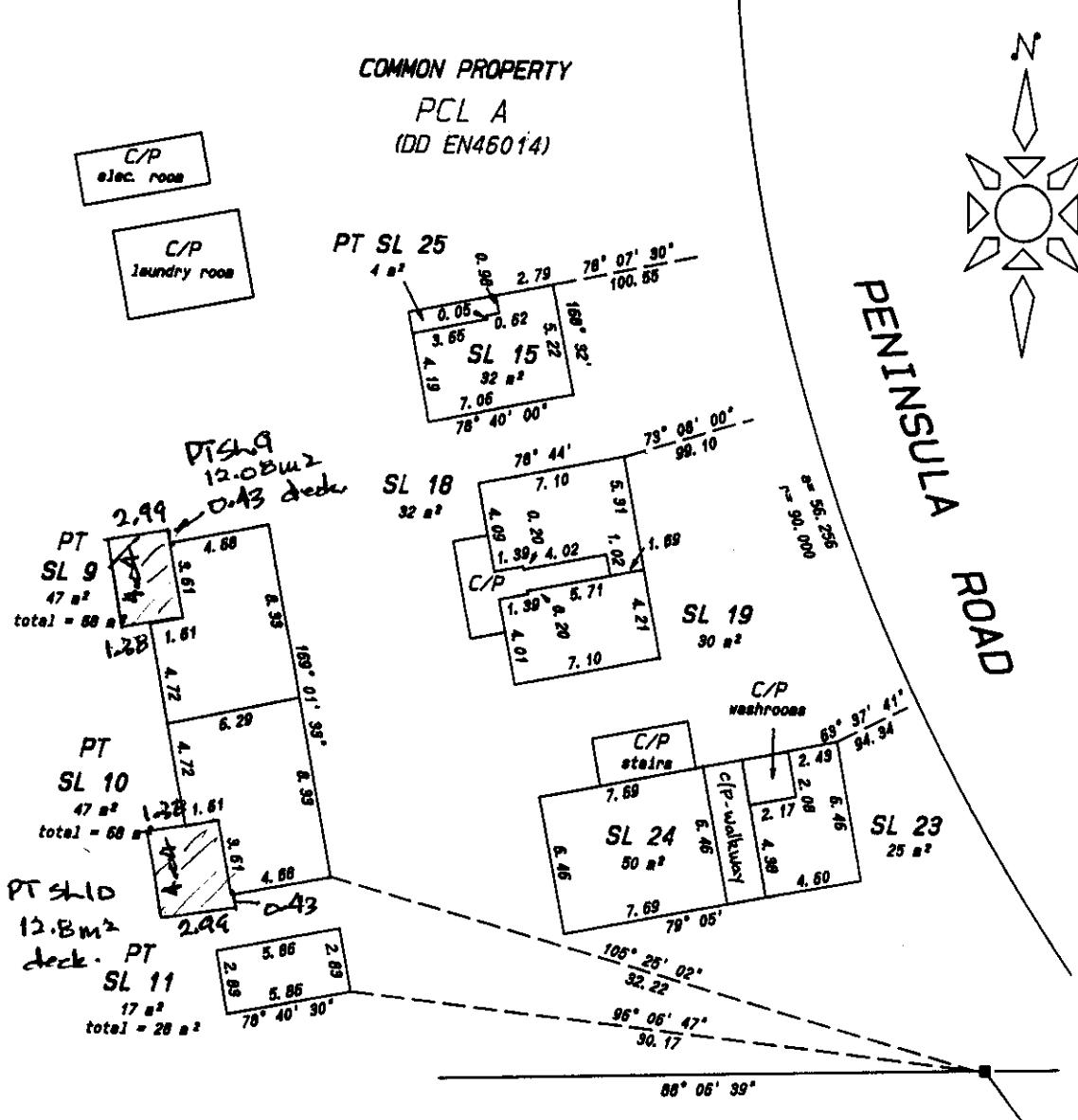
LCP denotes Limited Common Property.

CP denotes Common Property.

● denotes iron post found.

○ denotes iron post set.

■ denotes lead plug found.



FIRST FLOOR

Scale = 1:250

A horizontal scale bar with tick marks at 0, 2, 4, 6, 8, and 10. To the right of the bar is the text "20 metres".

SHEET FIVE OF EIGHT SHEETS**STRATA PLAN VIS 4810**

*Unless otherwise indicated bearings deflect by
multiples of 90° from the given reference bearing.*

*All balconies and decks are defined as to height by
of the Strata Lot within the same building unless
otherwise indicated.*

All distances are in metres and decimals thereof.

SL denotes Strata Lot.

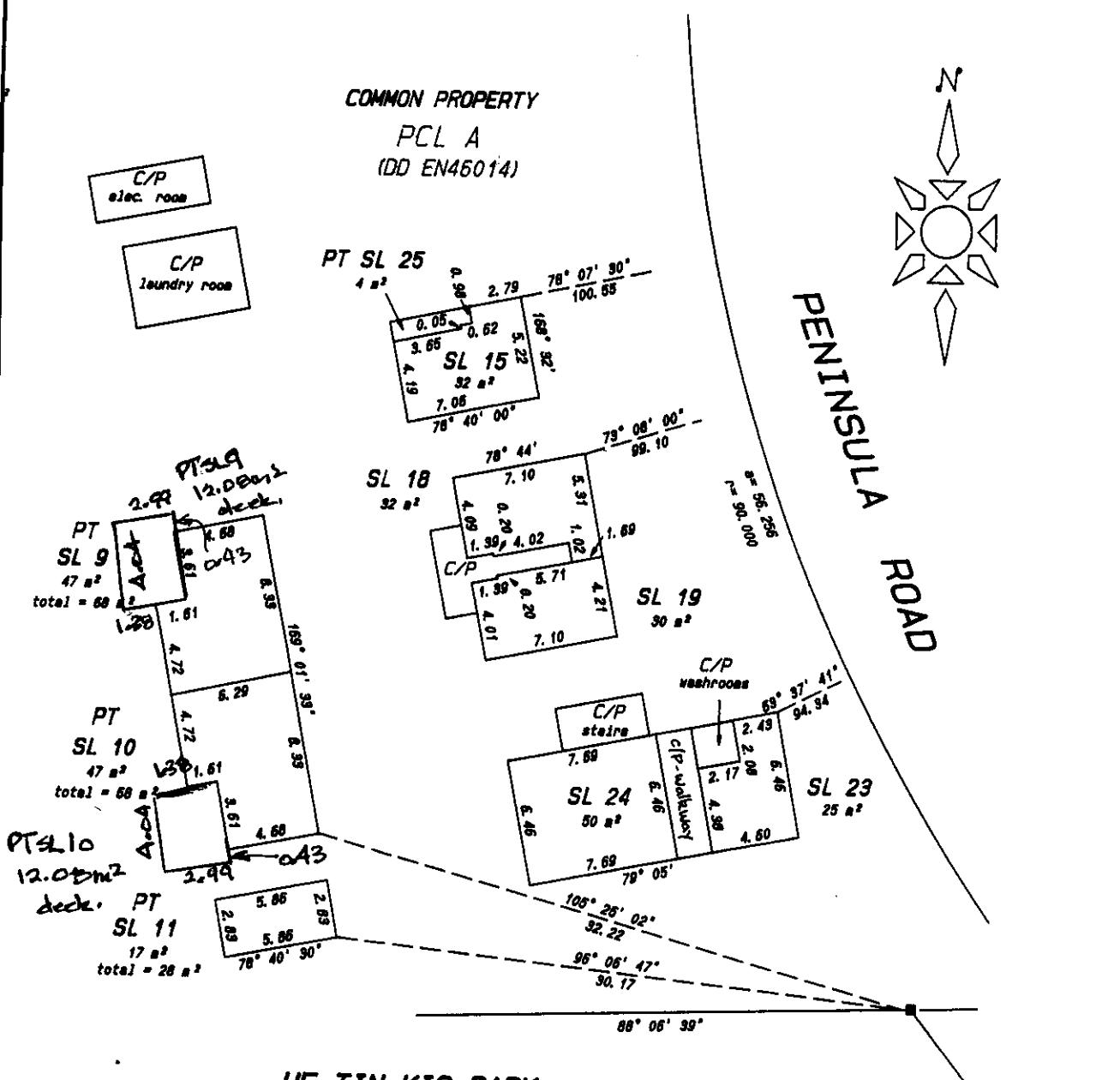
LCP denotes Limited Common Property.

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FIRST FLOOR

Scale = 1: 250

A horizontal scale bar with tick marks at 0, 2, 4, 6, 8, 10, and 20 metres.

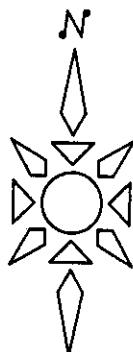
SHEET FOUR OF EIGHT SHEETS

STRATA PLAN VIS 4810

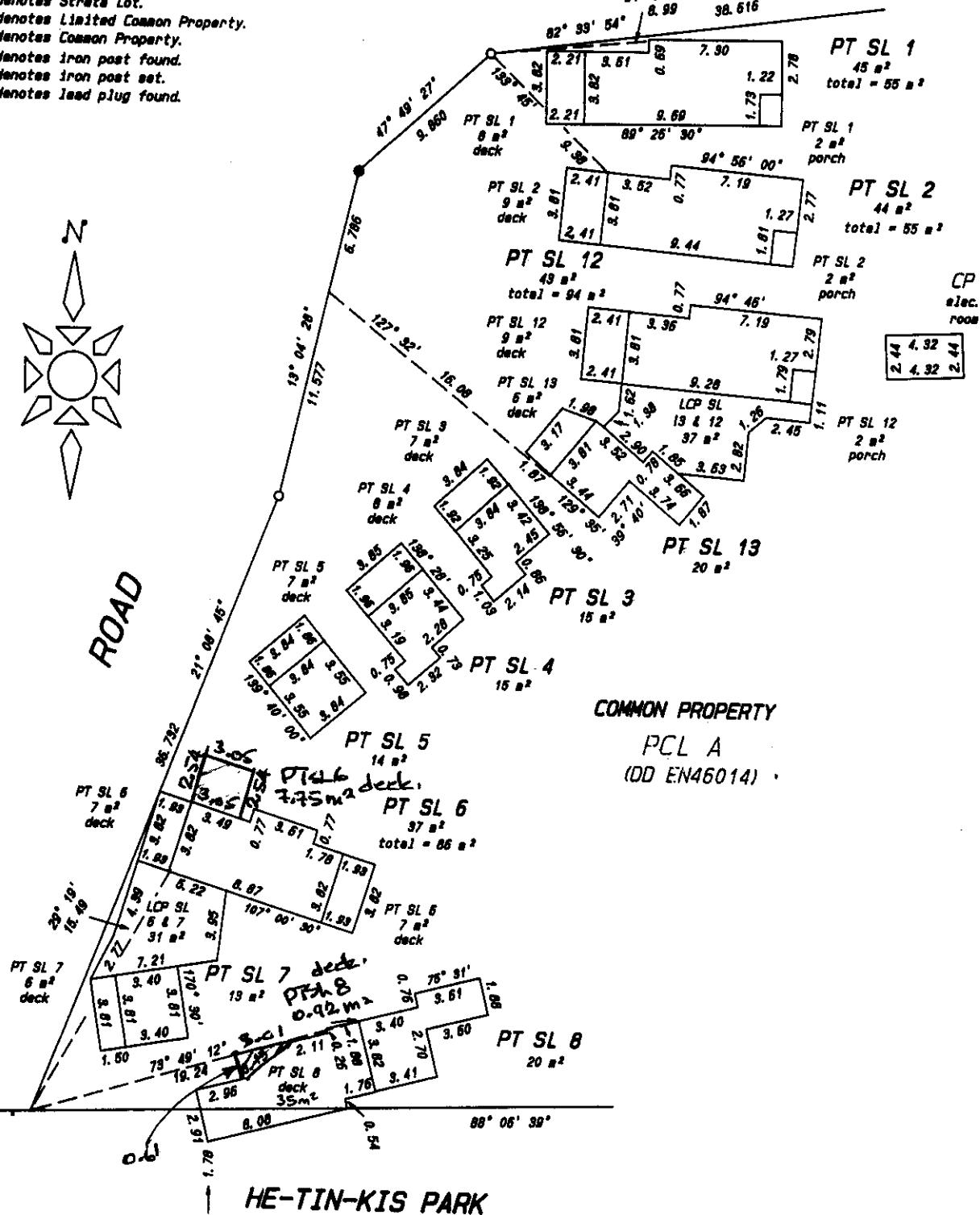
*Unless otherwise indicated bearings deflect by
multiples of 90° from the given reference bearing.*

All balconies and decks are defined as to height by
of the Strata Lot within the same building unless
otherwise indicated.

All distances are in metres and decimals thereof.
 SL denotes Straits Lot.
 LCP denotes Limited Common Property.
 CP denotes Common Property.
 ● denotes iron post found.
 ○ denotes iron post set.
 ■ denotes lead plug found.



ROAD



FIRST FLOOR

Scale = 1: 250



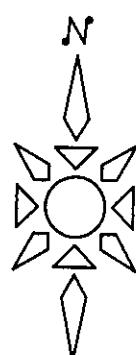
SHEET FOUR OF EIGHT SHEETS

STRATA PLAN VIS 4810

Unless otherwise indicated bearings deflect by multiples of 90° from the given reference bearing.

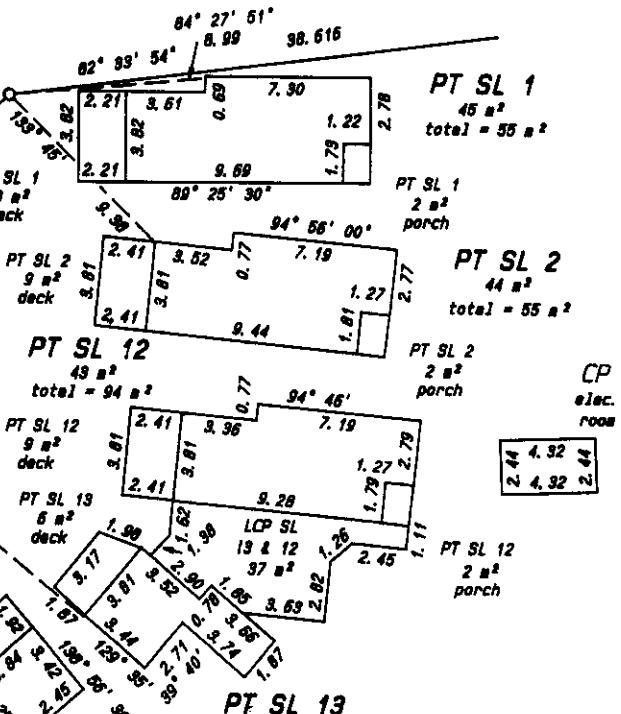
All balconies and decks are defined as to height by of the Strata Lot within the same building unless otherwise indicated.

All distances are in metres and decimals thereof.
 SL denotes Strata Lot.
 LCP denotes Limited Common Property.
 CP denotes Common Property.
 ● denotes iron post found.
 ○ denotes iron post set.
 ■ denotes lead plug found.

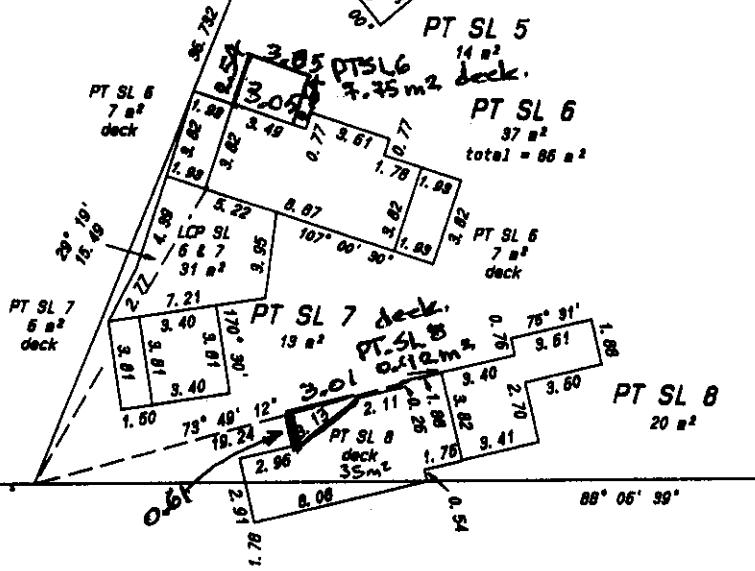


ROAD

SEABRIDGE WAY

**COMMON PROPERTY**

PCL A
(DD EN46014)

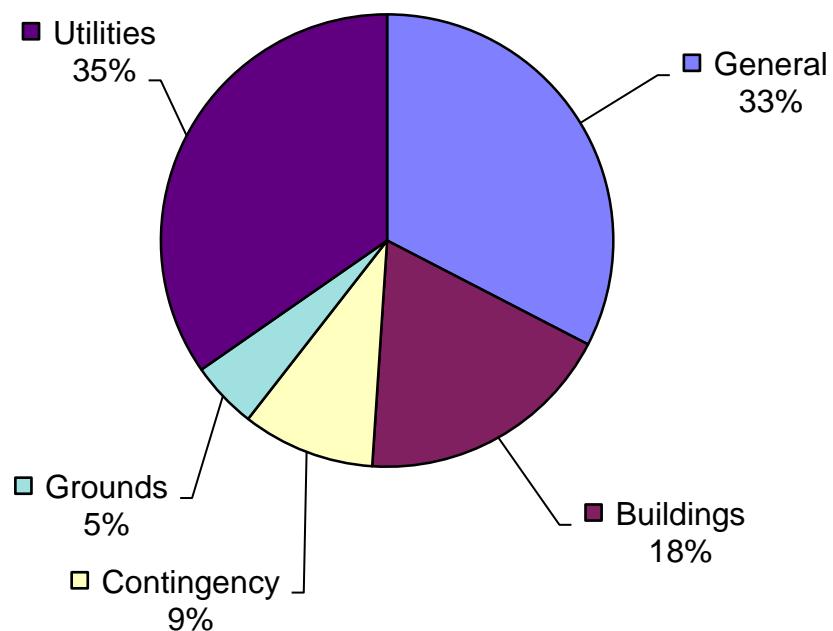


HE-TIN-KIS PARK

Strata Plan VIS 4810

Distribution of Strata Dollars

Fiscal 2022 Budget



| | | |
|-----------|-------------|---------------|
| ■ General | ■ Buildings | □ Contingency |
| ■ Grounds | ■ Utilities | |

ARDENT PROPERTIES INC.
Terrace Beach Strata Plan VIS 4810
FOR THE FISCAL YEAR : 2022

| OPERATING FUND | Approved Budget FY 2022 | Approved Budget FY 2021 |
|------------------------------|-------------------------------|-------------------------------|
| INCOME | | |
| Operating Fund | | |
| Operating assessments | \$ 138,705.02 | \$ 117,961.14 |
| Other rental income | \$ 6,000.00 | \$ 720.00 |
| Laundry | \$ - | \$ 4,200.00 |
| Hot tub | \$ - | \$ 2,100.00 |
| Interest | \$ - | \$ 350.00 |
| Transfer from surplus | \$ 10,000.00 | \$ 16,601.44 |
| Contingency Fund | | |
| Contingency Assessments | \$ 16,212.96 | \$ 41,000.04 |
| Interest | \$ - | \$ - |
| Transfer from surplus | \$ - | \$ - |
| Special Levies | | |
| Levy | \$ - | \$ - |
| TOTAL INCOME | <u>\$ 170,917.98</u> | <u>\$ 182,932.62</u> |
| EXPENSES | | |
| General | | |
| Accounting / Legal | \$ 2,500.00 | \$ - |
| Administration | \$ 650.00 | \$ 650.00 |
| Strata management | \$ 8,805.00 | \$ 7,861.56 |
| Insurance/appraisal | \$ 30,150.00 | \$ 30,150.00 |
| Parking lease | \$ 13,600.00 | \$ - |
| Building | | |
| Exterior | \$ 10,000.00 | \$ 28,761.00 |
| Interior | \$ 800.00 | \$ - |
| Janitorial Supplies | \$ 250.00 | \$ 250.00 |
| Fire Safety | \$ 1,000.00 | \$ 1,000.00 |
| Mechanical | \$ - | \$ 500.00 |
| Roof | \$ 500.00 | \$ - |
| Pest control | \$ - | \$ - |
| Caretaker | \$ 18,900.00 | \$ 9,000.00 |
| Other | \$ 100.00 | \$ 100.00 |
| Utilities | | |
| Electricity | \$ 47,500.00 | \$ 47,500.00 |
| Refuse Removal | \$ 3,250.00 | \$ 3,250.00 |
| Water/Sewer | \$ 8,500.00 | \$ 6,000.00 |
| Gas | \$ - | \$ - |
| Grounds | | |
| Irrigation Maint. | \$ - | \$ - |
| Landscaping Maint. | \$ 2,500.00 | \$ 2,500.00 |
| Landscaping Trees / shrubs: | \$ - | \$ - |
| Lighting Equip. Maint. | \$ 1,000.00 | \$ - |
| Road/Sidewalk Repair | \$ 4,400.00 | \$ 4,410.00 |
| Snow Clearing | \$ 300.00 | \$ - |
| Water/Sewer Maint. | \$ - | \$ - |
| Other | \$ - | \$ - |
| TOTAL OPERATING EXP | <u>\$ 154,705.00</u> | <u>\$ 141,932.56</u> |
| Contingency fund | | |
| Contingency fund assessments | \$ 16,212.96 | \$ 41,000.04 |
| Special levy fund | | |
| Special levy assessments | \$ 1,000,000.00 | \$ - |
| TOTAL EXPENSES | <u>\$ 1,170,917.96</u> | <u>\$ 182,932.60</u> |

ARDENT PROPERTIES INC.
Terrace Beach Strata Plan VIS 4810
FOR THE FISCAL YEAR : 2022

OPERATING FUND

| INCOME | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | TOTAL |
|------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Operating assessments | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 11,558.75 | \$ 138,705.02 |
| Other rental income | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 6,000.00 |
| Laundry | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Hot tub | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Interest | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Transfer from surplus | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 10,000.00 |
| | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 12,892.09 | \$ 154,705.02 |
| EXPENSES | | | | | | | | | | | | | |
| General | | | | | | | | | | | | | |
| Accounting / Legal | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 208.33 | \$ 2,500.00 |
| Administration | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 54.17 | \$ 650.00 |
| Strata management | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 733.75 | \$ 8,805.00 |
| Insurance/appraisal | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 30,150.00 |
| Parking lease | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 1,133.33 | \$ 13,600.00 |
| Building | | | | | | | | | | | | | |
| Exterior | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 833.33 | \$ 10,000.00 |
| Interior | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 66.67 | \$ 800.00 |
| Janitorial Supplies | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 20.83 | \$ 250.00 |
| Fire Safety | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 1,000.00 |
| Mechanical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Roof | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 41.67 | \$ 500.00 |
| Pest control | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Caretaker | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 1,575.00 | \$ 18,900.00 |
| Other | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 8.33 | \$ 100.00 |
| Utilities | | | | | | | | | | | | | |
| Electricity | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 3,958.33 | \$ 47,500.00 |
| Refuse Removal | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 270.83 | \$ 3,250.00 |
| Water/Sewer | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 708.33 | \$ 8,500.00 |
| Gas | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Grounds | | | | | | | | | | | | | |
| Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Irrigation Maint. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Landscaping Maint. | \$ - | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 416.67 | \$ 2,500.00 |
| Landscaping Trees / shrubs: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lighting Equip. Maint. | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 83.33 | \$ 1,000.00 |
| Road/Sidewalk Repair | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 366.67 | \$ 4,400.00 |
| Snow Clearing | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 300.00 |
| Water/Sewer Maint. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL EXPENSES | \$ 12,696.25 | \$ 13,112.92 | \$ 13,112.92 | \$ 13,062.92 | \$ 13,062.92 | \$ 13,062.92 | \$ 13,062.92 | \$ 13,062.92 | \$ 12,646.25 | \$ 12,646.25 | \$ 12,696.25 | \$ 12,696.25 | \$ 154,705.02 |
| OPERATING SURPLUS (DEFICIT) | \$ 195.83 | \$ (220.84) | \$ (220.84) | \$ (170.84) | \$ (170.84) | \$ (170.84) | \$ (170.84) | \$ (170.84) | \$ 245.83 | \$ 245.83 | \$ 195.83 | \$ 195.83 | \$ (0.00) |

ARDENT PROPERTIES INC.
Terrace Beach Strata Plan VIS 4810
FOR THE FISCAL YEAR : 2022

| CONTINGENCY FUND | | contribution rate 10.48% | | | | | | | | | | | | |
|-----------------------------|--------------|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|-----------|
| INCOME | | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | TOTAL |
| CRF Assessments | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | 16,212.96 |
| Interest | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Transfer from Surplus | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | 16,212.96 |
| EXPENSES | | | | | | | | | | | | | | |
| Buildings | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Grounds | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| TOTAL EXPENSES | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| OPERATING SURPLUS (DEFICIT) | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | \$ 1,351.08 | 16,212.96 |
| Opening balance | \$ 10,500.00 | | | | | | | | | | | | | |
| Running balance | \$ 11,851.08 | \$ 13,202.16 | \$ 14,553.24 | \$ 15,904.32 | \$ 17,255.40 | \$ 18,606.48 | \$ 19,957.56 | \$ 21,308.64 | \$ 22,659.72 | \$ 24,010.80 | \$ 25,361.88 | \$ 26,712.96 | | |

ARDENT PROPERTIES INC.
Terrace Beach Strata Plan VIS 4810
FOR THE FISCAL YEAR : 2022

| Strata Lot # | Unit number | Strata Plan | | Bylaw changed | | Operating Fee | Contingency Fund Fees | 2022 Monthly Fee |
|-----------------|----------------|---------------------|---------------------|------------------|--------------------------|------------------|--------------------------|---------------------|
| | | Unit Entitlement | Unit Entitlement | Operating Fee | Contingency Fund Fees | | | |
| 1 | | 2766 | 2766 | \$ 330.46 | \$ 38.63 | \$ 369.09 | | |
| 2 | | 2704 | 2704 | \$ 323.05 | \$ 37.76 | \$ 360.81 | | |
| 3 | | 5409 | 5409 | \$ 646.23 | \$ 75.54 | \$ 721.77 | | |
| 4 | | 5409 | 5409 | \$ 646.23 | \$ 75.54 | \$ 721.77 | | |
| 5 | | 4548 | 4548 | \$ 543.36 | \$ 63.51 | \$ 606.87 | | |
| 6 | | 4425 | 4425 | \$ 528.67 | \$ 61.79 | \$ 590.46 | | |
| 7 | | 5040 | 5040 | \$ 602.14 | \$ 70.38 | \$ 672.52 | | |
| 8 | | 7068 | 7068 | \$ 844.43 | \$ 98.70 | \$ 943.13 | | |
| 9 | | 2889 | 2889 | \$ 345.16 | \$ 40.34 | \$ 385.50 | | |
| 10 | | 2889 | 2889 | \$ 345.16 | \$ 40.34 | \$ 385.50 | | |
| 11 | | 1045 | 1045 | \$ 124.85 | \$ 14.59 | \$ 139.44 | | |
| 12 | | 5286 | 5286 | \$ 631.53 | \$ 73.82 | \$ 705.35 | | |
| 13 | | 5716 | 5716 | \$ 682.91 | \$ 79.82 | \$ 762.73 | | |
| 14 | | 14751 | 15293 | \$ 1,827.10 | \$ 213.57 | \$ 2,040.67 | | |
| 15 | | 1905 | 1905 | \$ 227.60 | \$ 26.60 | \$ 254.20 | | |
| 16 | | 3012 | 3012 | \$ 359.85 | \$ 42.06 | \$ 401.91 | | |
| 17 | | 2704 | 2704 | \$ 323.05 | \$ 37.76 | \$ 360.81 | | |
| 18 | | 1967 | 1967 | \$ 235.00 | \$ 27.47 | \$ 262.47 | | |
| 19 | | 1844 | 1844 | \$ 220.31 | \$ 25.75 | \$ 246.06 | | |
| 20 | | 2643 | 2643 | \$ 315.77 | \$ 36.91 | \$ 352.68 | | |
| 21 | | 3135 | 3135 | \$ 374.55 | \$ 43.78 | \$ 418.33 | | |
| 22 | | 2643 | 2643 | \$ 315.77 | \$ 36.91 | \$ 352.68 | | |
| 23 | | 1414 | 1491 | \$ 178.13 | \$ 20.82 | \$ 198.95 | | |
| 24 | | 3073 | 3073 | \$ 367.14 | \$ 42.91 | \$ 410.05 | | |
| 25 | | 1844 | 1844 | \$ 220.31 | \$ 25.75 | \$ 246.06 | | |
| | | 96129 | 96748 | \$ 11,558.76 | \$ 1,351.05 | \$ 12,909.81 | | |
| | | | | \$ 138,705.12 | \$ 16,212.60 | \$ 154,917.72 | | |

ARDENT PROPERTIES INC.
 Terrace Beach Strata Plan VIS 4810
 FOR THE FISCAL YEAR : 2022

Schedule A

Special Levy amount \$ 1,000,000.00

| Strata Lot # | Unit number | Strata Plan | | Bylaw changed | | Jan-01 | Feb-01 | Mar-01 | Apr-01 |
|-----------------|----------------|---------------------|---------------------|---------------------|-----------------|---------------|---------------|---------------|---------------|
| | | Unit Entitlement | Unit Entitlement | Unit Entitlement | Special Levy | | | | |
| 1 | 0 | 2766 | 2766 | \$ 28,589.74 | | \$ 7,147.43 | \$ 7,147.43 | \$ 7,147.43 | \$ 7,147.43 |
| 2 | 0 | 2704 | 2704 | \$ 27,948.90 | | \$ 6,987.22 | \$ 6,987.22 | \$ 6,987.22 | \$ 6,987.22 |
| 3 | 0 | 5409 | 5409 | \$ 55,908.13 | | \$ 13,977.03 | \$ 13,977.03 | \$ 13,977.03 | \$ 13,977.03 |
| 4 | 0 | 5409 | 5409 | \$ 55,908.13 | | \$ 13,977.03 | \$ 13,977.03 | \$ 13,977.03 | \$ 13,977.03 |
| 5 | 0 | 4548 | 4548 | \$ 47,008.72 | | \$ 11,752.18 | \$ 11,752.18 | \$ 11,752.18 | \$ 11,752.18 |
| 6 | 0 | 4425 | 4425 | \$ 45,737.38 | | \$ 11,434.34 | \$ 11,434.34 | \$ 11,434.34 | \$ 11,434.34 |
| 7 | 0 | 5040 | 5040 | \$ 52,094.10 | | \$ 13,023.53 | \$ 13,023.53 | \$ 13,023.53 | \$ 13,023.53 |
| 8 | 0 | 7068 | 7068 | \$ 73,055.77 | | \$ 18,263.94 | \$ 18,263.94 | \$ 18,263.94 | \$ 18,263.94 |
| 9 | 0 | 2889 | 2889 | \$ 29,861.08 | | \$ 7,465.27 | \$ 7,465.27 | \$ 7,465.27 | \$ 7,465.27 |
| 10 | 0 | 2889 | 2889 | \$ 29,861.08 | | \$ 7,465.27 | \$ 7,465.27 | \$ 7,465.27 | \$ 7,465.27 |
| 11 | 0 | 1045 | 1045 | \$ 10,801.26 | | \$ 2,700.31 | \$ 2,700.31 | \$ 2,700.31 | \$ 2,700.31 |
| 12 | 0 | 5286 | 5286 | \$ 54,636.79 | | \$ 13,659.20 | \$ 13,659.20 | \$ 13,659.20 | \$ 13,659.20 |
| 13 | 0 | 5716 | 5716 | \$ 59,081.32 | | \$ 14,770.33 | \$ 14,770.33 | \$ 14,770.33 | \$ 14,770.33 |
| 14 | 0 | 14751 | 15293 | \$ 158,070.45 | | \$ 39,517.61 | \$ 39,517.61 | \$ 39,517.61 | \$ 39,517.61 |
| 15 | 0 | 1905 | 1905 | \$ 19,690.33 | | \$ 4,922.58 | \$ 4,922.58 | \$ 4,922.58 | \$ 4,922.58 |
| 16 | 0 | 3012 | 3012 | \$ 31,132.43 | | \$ 7,783.11 | \$ 7,783.11 | \$ 7,783.11 | \$ 7,783.11 |
| 17 | 0 | 2704 | 2704 | \$ 27,948.90 | | \$ 6,987.22 | \$ 6,987.22 | \$ 6,987.22 | \$ 6,987.22 |
| 18 | 0 | 1967 | 1967 | \$ 20,331.17 | | \$ 5,082.79 | \$ 5,082.79 | \$ 5,082.79 | \$ 5,082.79 |
| 19 | 0 | 1844 | 1844 | \$ 19,059.83 | | \$ 4,764.96 | \$ 4,764.96 | \$ 4,764.96 | \$ 4,764.96 |
| 20 | 0 | 2643 | 2643 | \$ 27,318.39 | | \$ 6,829.60 | \$ 6,829.60 | \$ 6,829.60 | \$ 6,829.60 |
| 21 | 0 | 3135 | 3135 | \$ 32,403.77 | | \$ 8,100.94 | \$ 8,100.94 | \$ 8,100.94 | \$ 8,100.94 |
| 22 | 0 | 2643 | 2643 | \$ 27,318.39 | | \$ 6,829.60 | \$ 6,829.60 | \$ 6,829.60 | \$ 6,829.60 |
| 23 | 0 | 1414 | 1491 | \$ 15,411.17 | | \$ 3,852.79 | \$ 3,852.79 | \$ 3,852.79 | \$ 3,852.79 |
| 24 | 0 | 3073 | 3073 | \$ 31,762.93 | | \$ 7,940.73 | \$ 7,940.73 | \$ 7,940.73 | \$ 7,940.73 |
| 25 | 0 | 1844 | 1844 | \$ 19,059.83 | | \$ 4,764.96 | \$ 4,764.96 | \$ 4,764.96 | \$ 4,764.96 |
| | | 96129 | 96748 | \$ 1,000,000.00 | | \$ 250,000.00 | \$ 250,000.00 | \$ 250,000.00 | \$ 250,000.00 |

