

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS, STRATA  
PLAN NW2050, CYPRESS POINT, HELD ON WEDNESDAY, SEPTEMBER 12, 2007,  
AT 7:00 PM IN THE PAVILION LOUNGE, 7531 MINORU BOULEVARD,  
RICHMOND, B.C.

In Attendance: 25 Strata lots represented in person  
10 Strata lots represented by proxy  
35 in total

1. CALL TO ORDER:

The meeting was called to order at 7:02 PM by the Council President, Tom Hargraves.

2. CERTIFICATION OF PROXIES

Corinne Inglis advised that 10 proxies had been certified.

3. NOTICE OF QUORUM

Tom advised that we need 36 owners to reach a quorum. In accordance with Bylaw 13.6 "If within fifteen minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall be called to order and the persons entitled to vote, present in person or by proxy, shall constitute a quorum". The ownership waited fifteen minutes and a quorum was declared as being met by Tom Hargraves.

4. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

The special general meeting package was dated August 22, 2007.

5. INTRODUCTION OF HEAD TABLE AND SPECIAL GUEST

Tom Hargraves introduced himself as council president, Maureen Buchanan as head of the Landscaping committee, Cheryl Jones as head of the Fire Committee, Joanne Parkinson as head of the Social committee and Stephen Hamilton as the Strata Corporations lawyer.

6. SPECIAL RESOLUTIONS

*Tom Hargraves presented a review of the History of the Shared Facilities.*

**Financial** - Tom advised there had been a major falling out with the Shared Facilities partners in 2004. At the end of 2003 the Woodridge facilities financials reflected a \$1,500.00 surplus. Eight months later Woodridge claimed that the 2003 year end had suffered a loss of \$6,000.00. Backup documents were not provided and a letter from our Lawyer, requesting these documents, was ignored.

In 2004, \$10,000.00 was charged to the Woodridge Facilities financials for the repair of the men's change room but backup documents were never provided.

**Agreement** - Originally the Land Titles office disclosed a 20 year agreement with Ashford and Woodridge. Cypress have been trying to negotiate with Ashford and Woodridge and agreed in 2007 to meet with Geoff Russell, President of Woodridge Estates and Carol Thompson, President of Ashford Place. At Tom's request the Cypress Administrator put together a list of issues regarding Shared Facilities. The list itemized moneys owed by all parties, including Cypress, along with charges being made to Shared Facilities that were not shared facility issues at all. There was no progress made in these meetings.

At the Mediation held in December 2006, Ashford Place and Woodridge Estates charged Cypress with 50% of the costs involved. These charges are not in accordance with the Shared Facilities agreement that states our share is 29.36% which is what we have agreed to pay.

As of May 2007, the surplus funds in the Woodridge Shared Facility budget were in excess of \$27,000.00 and 29.36% of these funds belong to Cypress Point.

A survey was sent out to Cypress Residents pertaining to Shared Facilities, 68 replies were received, and the results are as follows:

|  |         |
|--|---------|
| Remove the Cypress Exercise room from the SF Agreement | YES 91% |
| Remove the Cypress Games room from the SF Agreement    | YES 79% |
| Remove the Lounge from the SF Agreement                | YES 87% |
| Remove the Squash Court from the SF Agreement          | YES 86% |
| Remove Woodridge Facilities from the SF Agreement      | YES 81% |
| Is use of the Woodridge Hot Tubs Important             | NO 91%  |

Council issued another newsletter / notice re Shared Facilities and posted it at the pool in order to share our information with any resident who may be interested in

the particulars of the Shared Facility dispute. When it was suggested that we hold a joint meeting with all of the Shared Facilities owners from Ashford, Woodridge, Cypress and Cypress D one of the council Presidents stated "that will never happen".

*Stephen Hamilton presented an overview of the Shared Facility situation.*

The original 1982 SF Agreement provided a 20 year agreement with Ashford Place and Woodridge Estates and a 50 year agreement with Cypress D. The developer later issued a 1988 agreement which provided an agreement in perpetuity and modified the cost sharing arrangement.

The registration of the 1988 agreement went to the Land Titles office to be registered and the Cypress ABC portion was rejected. In 1995 the Land Titles office advised that it had not received the document that was to have been re-registered. The Property Manager, without approval of the ownership or strata council, proceeded to re-register the 1988 agreement on July 5, 1995.

The court will have to decide if the 1982 agreement should be set aside as being unfair to the owners or the court will have to decide if the 1988 agreement should be set aside. The court will have to decide what to do with those owners who bought prior to 1995 with the 1982 agreement in place.

The Strata Council tried to work to a solution with the other Strata Councils towards a resolution - however the Shared Facility Agreement is not working. The other Strata Councils have been unbelievably uncooperative. At the mediation we agreed to a tentative agreement. Their lawyer was to provide minutes of the mediation but none were ever received. Then the other Strata Councils stopped talking to us completely. Under legal advice, the Cypress council locked out the Ashford and Woodridge partners from the shared facilities.

Ashford and Woodridge have filed a petition in court. Their petition is looking for a declaration that the July 1995 agreement (known as the 1988 agreement) is the agreement in force, and are seeking an injunction that we cannot prevent them from using the Shared Facilities in future. We need to file our own petition before the court to ask the court to set aside the agreements because the developer had no authority and it would be unfair to all owners who purchased prior to July 5, 1995 and is contrary to the disclosure statements issued to them.

The Hearing date has been set for November 30<sup>th</sup>, 2007 and the date of October 31<sup>st</sup>, 2007 is the date that all of our materials must be completed and provided to the other lawyer.

### Discussion & Questions

In 1982 the Developer registered Cypress Point as a murb. In 1984 Cypress became a Strata Corporation - which needed to be stratified. Since 1988 we have been following the fee structure of the 1988 agreement. *Stephen Hamilton believes the court will keep the pool in the agreement and advised that the court has the power to change the facilities to what they think is just.*

There is an easement agreement in place that allows the Shared Facility partners onto our property forever and a day. Can we obtain an affidavit from our previous Property Manager Susan Williams regarding Shared Facilities? *Not sure what this will accomplish.*

*The pool will likely always be a sharing thing because it is partly on their property. The Agreement is not working. Our council wants some facilities to change and be removed from the agreement. We need some orders and clarification on how things need to work in future. What do we gain? 90% of the Cypress owners do not want to use the Woodridge facilities.*

An owner requested an explanation of the financial arrangements between 1982 and 1988. *There was a user fee in 1982 that was removed in the 1988 agreement. The user fee was established in 1982 and done away with and replaced with operational costs.*

Our owners have been advised by Ashford and Woodridge owners that they are not being given any information regarding the issues surrounding Shared Facilities. They even asked for their council names and phone numbers and were advised that this was confidential information. *Ashford Woodridge and Cypress were originally all sold as murbs and once the Federal Government was no longer supporting murbs were sold off as strata's.*

*If 1988 is determined to be the agreement then the council will need to make changes to make it workable. If we don't defend the action against us, the court would enforce the 1988 agreement and charge us costs. The court costs could*

*double to \$30,000.00 if a decision were made by the court and the other property decided to appeal the decision.*

*Stephen advised that the Resolutions set forth require an amendment to the dates. Wherever the date June 1998 appears it should read July 5, 1995 and will be referred to as the '1988 Shared Facilities Agreement'.*

A motion was put forward by 313 to amend the words '1998 Shared Facilities Agreement' to read '1988 Shared Facilities Agreement' The motion was seconded by 330. Carried Unanimously.

A motion was put forward by 235 to amend the date of June 9, 1998 to read July 5, 1995. The motion was seconded by 239. Carried unanimously.

a. RESOLUTION A

**BE IT RESOLVED AS A  $\frac{3}{4}$  VOTE SPECIAL RESOLUTION THAT:**

Cypress Point ABC initiates legal proceedings (the "Cypress Proceedings") in the Supreme Court of British Columbia to set aside or rectify the 1988 Shared Facilities Agreement between Cypress Point ABC and the proposed defendants in a manner that is fair and reasonable and in the best interests of Cypress Point ABC.

It was **MOVED** (330) and **SECONDED** (122) to approve Special Resolution A as amended. This motion was **CARRIED UNANIMOUSLY** by the owners.

b. RESOLUTION B

**BE IT RESOLVED AS A  $\frac{3}{4}$  VOTE SPECIAL RESOLUTION THAT:**

Cypress Point ABC may sue on behalf of registered owners who purchased their strata lots before July 5, 1995 to set aside or rectify the 1988 Shared Facilities Agreement, provided that Cypress Point ABC obtains the written consent of those owners.

It was **MOVED** (210) and **SECONDED** (332) to approve Special Resolution B as amended. This motion was **CARRIED UNANIMOUSLY** by the owners.

c. RESOLUTION C

**BE IT RESOLVED AS A  $\frac{3}{4}$  VOTE SPECIAL RESOLUTION THAT:**

The Strata Council shall instruct Cypress Point's lawyer as necessary for the

purpose of prosecuting the Cypress Proceedings and defending the Woodridge Proceedings.

It was **MOVED** (203) and **SECONDED** (322) to approve Special Resolution C as amended. This motion was **CARRIED UNANIMOUSLY** by the owners.

d. RESOLUTION D

**BE IT RESOLVED AS A  $\frac{3}{4}$  VOTE SPECIAL RESOLUTION THAT:**

The cost of these legal proceedings (for the purpose of funding the Cypress Proceedings and the defence of the Woodridge Proceedings), in the sum of \$15,000.00 (fifteen thousand dollars), be funded by the Contingency Fund.

It was **MOVED** (118) and **SECONDED** (313) to approve Special Resolution D as amended. This motion was **CARRIED UNANIMOUSLY** by the owners.

7. ADJOURNMENT - The SGM was adjourned at 8:45PM.