

**MINUTES OF ANNUAL GENERAL MEETING
STRATA CORPORATION LMS-2195
"CITY CLUB ON THE PARK"**

Held: Thursday, December 11th, 2008 at 7:00 PM in the Edmonds Community Centre, 7282 Kingsway, Burnaby, BC.

Present: The Owners, Strata Plan LMS-2195, As per Registration Sheet
Ric Carlson, AWS Mobile Ltd, Guest Presenter
Lindsey Neville, Bayside Property Services Ltd.

CALLED TO ORDER

The meeting was called to order at 7:10 PM by Council President Anthony Mendis, who chaired the meeting. He reported that 56 Owners, including 25 by proxy, were represented at the meeting. In accordance with the Strata Property Act of British Columbia, a quorum requires that eligible voters holding 1/3 of the Strata Corporation's votes be present in person or by proxy. The registration sheet was signed, proxies were certified and ballots were issued.

AMENDMENT TO AGENDA

It was moved, seconded (#1702 / #1509) and carried unanimously to amend the agenda, so that Special Resolution #1 could be discussed and voted on immediately after the approval of Previous Minutes section of the meeting.

GUEST PRESENTATION

Mr. Ric Carlson, of AWS, gave a presentation and held a question and answer session for the Owners regarding a proposal to construct and operate telecommunication antennae on the roof top of the Residential Tower.

The proposal in its entirety was included in the Notice of Annual General Meeting and, if approved, will go into effect on May 1, 2009. A maximum of 10 antennae will be installed, with all construction and operating costs to be paid by AWS Mobile Ltd. AWS Mobile Ltd. will make payments to Strata Plan LMS 2195 on the following schedule:

In years 1 through to 5, LMS 2195 will receive \$18,000.00 each year
In years 6 through to 10, LMS 2195 will receive \$19,500.00 each year, and
In years 11 through to 15, LMS 2195 will receive \$21,450.00 each year, and
From years 16 through to 30, the fee shall be based on the current fair market fees, determined, if necessary, by arbitration pursuant to the Arbitration Act of the Province of British Columbia.

Owners asked how much electricity would be utilized by the antennae, and where the emergency generators would be located. Mr. Carlson replied that all operating costs would be paid by AWS, that the draw of the system would likely be 100 amps when operational, that the emergency generator would be located either on the roof top of the tower, or in the basement, and all technical details would be attended to by the AWS Engineers with all necessary approvals by Municipal and Provincial Authorities. There were also questions about how this will affect the Strata Corporation's Insurance Policy. The contract contains a clause that if the Strata's insurance company threatens to cancel the insurance policy owing to the antennae, the Strata has the right to terminate this contract on 30 days written notice.

NOTICE OF MEETING

It was moved, seconded (#1702 / #1904) and **carried unanimously** to approve the Notice of Meeting dated November 21st, 2008.

MINUTES OF PREVIOUS GENERAL MEETING

It was moved, seconded (#1702 / #1509) and **carried unanimously** to approve the Minutes of the Special General Meeting held April 10th, 2008.

SPECIAL RESOLUTION #1 BY ¾ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve the contract (enclosed within the AGM documents) between The Owners of LMS 2195 and AWS Mobile Ltd, to construct and operate antennae on the roof top of the residential high rise tower located at 7077 Beresford Street, Burnaby, BC, with all revenues to be deposited in the LMS 2195 Contingency Reserve Fund.

It was moved, seconded (#1509 / #1401) and, after a brief discussion, the question was called with the result being that the **motion carried** (49 in favour, 7 opposed).

REPORT ON COUNCIL DECISIONS

Council President Anthony Mendis reported that Council has met monthly over the past year to handle the ongoing business of the Strata Corporation, and that several major projects have now been completed including: Tower Roofing Project, Loft Home Painting and Repair Project, Tower Drainage Project, Annual Fire Testing Project, and major plumbing repair projects, including the replacement of hot water tanks. New security measures have been taken in consultation with the local detachments of the R.C.M.P., including the re-certification of key fobs, increasing the security of doors and leaving the visitor parking gate shut.

REPORT ON INSURANCE

Bayside reported that the coverage for City Club on the Park was \$42,428,900 upon a replacement cost appraisal. The deductible for water escape is \$5,000.00, all perils (such as fire) is \$1,000.00, the earthquake deductible is 10%, the sewer backup deductible is \$5,000.00, the flood deductible is \$10,000.00 and the deductible for glass is \$100.00. Kristo's Glass has the contract for glass repairs.

All Owners – please note the following important items:

- a) **Contents/Improvements:** We take this opportunity to advise all Owners and residents that the Strata Corporation's insurance covers the building, carpeting, etc., as per original construction. Owners must insure any improvements to these items (wallpapering, paneling, general upgrading, etc.) completed by yourself or the previous Owner as well as your personal effects and furniture, through your personal Homeowner's coverage. It is suggested that all Owners and residents complete an inventory of their personal contents and belongings to ensure that you are adequately insured. Most insurance agents will provide you with an inventory guide booklet to assist you with an inventory. It is well worth it – also, take pictures or a video of your unit – and keep same in another location along with your inventory list.
- b) **Owner Responsibility:** There have been two recent court cases that dealt with the issue of Owner versus Strata Corporation responsibility, one involving a leaking dishwasher and the other, a broken pipe in a wall solely contained within one strata lot. Each incident caused thousands of dollars of damage to that strata lot. In both cases the strata lot Owner, not the Strata Corporation or the Strata Corporation's insurer, was held responsible for paying for the repairs. Based on these cases, it is apparent that if the "thing that breaks" (dishwasher, clothes washer, hot water tank, etc.) is owned by an individual unit Owner or is within the boundaries of the strata lot, either the cost of repairing any resulting damage or the deductible for the Strata Corporation's insurance policy, will be the responsibility of that Owner. Owners should review your contents policy wording with your contents insurer to make sure that you have adequate protection under these circumstances.
- c) **Claim Possibility/Notification:** Please note that any leakage or seepage of water should be reported promptly to Bayside, to ensure efforts are made to minimize the loss, and to ensure the Strata Corporation has an opportunity to make a claim with the insurance company. Such problems, if not reported, become repeated, ongoing leaks, and therefore may not be covered. The building's insurance normally covers incidents of leakage, but not those of a continuing nature.

At this time, it was noted that some Owners had left the meeting.

SPECIAL RESOLUTION #2 BY ¾ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS-2195, hereby approve an expenditure of up to \$10,000.00 to replace the rotten cedar fencing on the patio area of the Loft Homes. Funding for this project will be from the Contingency Reserve Fund.

It was moved, seconded (#904 / #1401) and, after a brief discussion, the question was called with the result being that the **motion failed** (36 in favour, 18 opposed).

PROPOSED 2009 OPERATING BUDGET

Property Manager, Lindsey Neville introduced the proposed budget for 2009 and it was moved, seconded (#1401 / #1609) and the floor was opened for discussion.

In general, the 2009 budget requires a 4% increase in Maintenance fees.

After discussion, the question was called on the 2009 proposed operating budget as presented with the result being that the motion **carried unanimously**.

OWNERS PLEASE NOTE THAT YOUR MAINTENANCE FEES HAVE INCREASED EFFECTIVE JANUARY 1, 2009.

All Owners are reminded that the monthly maintenance assessments are due and payable on the first day of each and every month, in advance. Please note that late or non-payment will result in penalty assessment in accordance with Strata Corporation LMS-2195 Bylaws. Post-dated cheques are welcome and those wishing to do so may arrange for pre-authorized withdrawals from their bank, *which is the preferred method of payment*. Interested Owners may obtain a Pre-authorized Withdrawal Form from Bayside to be filled out and returned to Bayside along with a void cheque.

Alternatively, Owners may forward a series of twelve (12) post-dated cheques to BAYSIDE'S office located at Sperling Plaza, Suite 100 - 6400 Roberts Street, Burnaby, BC V5G 4C9. Please note the following when making out your cheques:

1. Your cheques should be dated for the FIRST of each month (**January 1st, 2009 through to and including December 1st, 2009**);
2. Cheques are to be made payable to "**Strata Plan LMS-2195**";
3. Your **Suite Number** is to be noted on your cheques, if not already imprinted.

ELECTION OF THE 2008 / 09 STRATA COUNCIL

In accordance with the Strata Property Act, all current Council Members resigned but

are eligible for re-election. The following Owners accepted nominations:

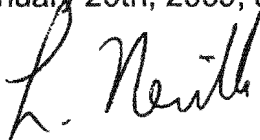
Anthony Mendis	#202 LH
Catherine Bieler-Lebrun	#2003NR/Commercial
Brian Fung	#1701
Paula Anderson	#1401
Bernard Pelletier	#1207
Sylvia Kovacikova	#405
Jan Madzeg	#706
Vahidin (Dino) Dubinovic	#801
Hani Botros	#1202

In accordance with the Strata Property Act each candidate must be elected by majority vote. A secret ballot election was held and the following Owners were elected by majority vote to Council:

Anthony Mendes	#202 LH
Catherine Bieler-Lebrun	#2003NR/Commercial
Sylvia Kovacikova	#405
Hani Botros	#1202
Vahidin (Dino) Dubinovic	#801

TERMINATION

There being no further business to discuss, the meeting was terminated at 9:30 PM on a motion by Unit #1401. The next Council meeting is scheduled to be held on Tuesday, January 20th, 2009, at the party room in the residential tower.



Lindsey Neville, Property Manager

BAYSIDE PROPERTY SERVICES LTD.

Sperling Plaza, Suite 100 - 6400 Roberts Street, Burnaby, BC V5G 4C9

Tel: 604.432.7774 (24 hours - after office hours, emergencies only please)

Fax: 604.430.2698

Direct: 604.629.8756

Email: lneville@baysideproperty.com

****Recent recommendations to the Real Estate Regulations require a vendor to provide purchasers with copies of minutes. Please retain these minutes provided to you, at no cost, as replacement minutes will be subject to payment of a fee.**

2009 Operating Budget
STRATA CORPORATION LMS 2195

Year End December 31st

RECEIPTS

APPROVED COMMERCIAL BUDGET 2009	APPROVED RESIDENTIAL BUDGET 2009	APPROVED JOINT BUDGET 2009	APPROVED TOTAL BUDGET 2009
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101 Owners' Contributions--Joint Use			269,147.00	269,147.00
101 Owners' Contributions--Residential		165,500.00		165,500.00
101 Owners' Contributions--Commercial	9,000.00			9,000.00
102 Parking Income		3,500.00		3,500.00
103 Interest Income			1,750.00	1,750.00
104 Common Room/Guest Suite				
105 Sundry Income				
107 ByLaw/Late Payment Fines				
108 Garage Door Openers/Key Fobs		1,500.00		1,500.00
109 Move Fees		1,500.00		1,500.00
111 Transfer from Operating Surplus				

TOTAL RECEIPTS	9,000.00	172,000.00	270,897.00	451,897.00
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DISBURSEMENTS

300 Gas		111,500.00		111,500.00
310 Electricity			30,000.00	30,000.00
311 Electrical Lease			7,000.00	7,000.00
320 Management Fees			30,797.00	30,797.00
330 Insurance			45,000.00	45,000.00
340 Janitorial Maintenance			61,600.00	61,600.00
370 Legal			1,500.00	1,500.00
380 Appraisal				
395 Sundry			4,000.00	4,000.00
405C Water--Commercial	8,000.00			8,000.00
415 Scavenging			9,500.00	9,500.00
425 Equipment/Supplies			3,500.00	3,500.00
435 Repairs/Maintenance			43,000.00	43,000.00
435R Repairs/Maintenance--Residential		37,000.00		37,000.00
435C Repairs/Maintenance--Commercial	1,000.00			1,000.00
436 Window Cleaning--Residential		3,500.00		3,500.00
445 Landscaping			15,000.00	15,000.00
465 Enterphone		2,500.00		2,500.00
475 Elevator		17,500.00		17,500.00
710 Contingency Reserve			20,000.00	20,000.00

TOTAL DISBURSEMENTS	9,000.00	172,000.00	270,897.00	451,897.00
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Strata Plan LMS 2195
 2009 Approved Maintenance Fee Schedule
 January 1, 2009 – December 1, 2009 Inclusive

Suite	Unit Entitlement	Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	Total Fees
Kingsway						
7010	1316	201.69	16.19		180.08	397.96
7018	540	82.76	6.64		73.89	163.29
7020	544	83.38	6.69		74.44	164.51
7030	547	83.83	6.73		74.85	165.41
7040	837	128.27	10.30		114.53	253.10
7050	839	128.59	10.32		114.81	253.72
7060	858	131.49	10.56		117.41	259.46

7220 Greenford Avenue

201	962	147.43	11.84	102.07		261.34
202	922	141.31	11.34	97.82		250.47
203	911	139.62	11.21	96.65		247.48
204	909	139.32	11.18	96.44		246.94
205	908	139.16	11.17	96.34		246.67
206	909	139.32	11.18	96.44		246.94
207	909	139.32	11.18	96.44		246.94
208	929	142.38	11.43	98.56		252.37

7077 Beresford Street

201	856	131.19	10.53	90.82		232.54
202	779	119.39	9.58	82.65		211.62
203	842	129.04	10.36	89.33		228.73
204	645	98.85	7.94	68.43		175.22
205	737	112.95	9.07	78.19		200.21
206	737	112.95	9.07	78.19		200.21
207	645	98.85	7.94	68.43		175.22
301	856	131.19	10.53	90.82		232.54
302	779	119.39	9.58	82.65		211.62
303	842	129.04	10.36	89.33		228.73
304	645	98.85	7.94	68.43		175.22
305	736	112.80	9.05	78.09		199.94
306	736	112.80	9.05	78.09		199.94
307	645	98.85	7.94	68.43		175.22
401	856	131.19	10.53	90.82		232.54
402	779	119.39	9.58	82.65		211.62
403	842	129.04	10.36	89.33		228.73
404	645	98.85	7.94	68.43		175.22
405	736	112.80	9.05	78.09		199.94
406	736	112.80	9.05	78.09		199.94
407	645	98.85	7.94	68.43		175.22
501	856	131.19	10.53	90.82		232.54
502	779	119.39	9.58	82.65		211.62
503	842	129.04	10.36	89.33		228.73
504	645	98.85	7.94	68.43		175.22
505	736	112.80	9.05	78.09		199.94

Strata Plan LMS 2195
2009 Approved Maintenance Fee Schedule
January 1, 2009 – December 1, 2009 Inclusive

Suite	Unit Entitlement	Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	Total Fees
506	736	112.80	9.05	78.09		199.94
507	645	98.85	7.94	68.43		175.22
601	856	131.19	10.53	90.82		232.54
602	779	119.39	9.58	82.65		211.62
603	842	129.04	10.36	89.33		228.73
604	645	98.85	7.94	68.43		175.22
605	736	112.80	9.05	78.09		199.94
606	736	112.80	9.05	78.09		199.94
607	645	98.85	7.94	68.43		175.22
701	856	131.19	10.53	90.82		232.54
702	779	119.39	9.58	82.65		211.62
703	842	129.04	10.36	89.33		228.73
704	645	98.85	7.94	68.43		175.22
705	736	112.80	9.05	78.09		199.94
706	736	112.80	9.05	78.09		199.94
707	645	98.85	7.94	68.43		175.22
801	856	131.19	10.53	90.82		232.54
802	779	119.39	9.58	82.65		211.62
803	842	129.04	10.36	89.33		228.73
804	645	98.85	7.94	68.43		175.22
805	736	112.80	9.05	78.09		199.94
806	736	112.80	9.05	78.09		199.94
807	645	98.85	7.94	68.43		175.22
901	856	131.19	10.53	90.82		232.54
902	779	119.39	9.58	82.65		211.62
903	842	129.04	10.36	89.33		228.73
904	645	98.85	7.94	68.43		175.22
905	736	112.80	9.05	78.09		199.94
906	736	112.80	9.05	78.09		199.94
907	645	98.85	7.94	68.43		175.22
1001	856	131.19	10.53	90.82		232.54
1002	779	119.39	9.58	82.65		211.62
1003	842	129.04	10.36	89.33		228.73
1004	645	98.85	7.94	68.43		175.22
1005	736	112.80	9.05	78.09		199.94
1006	736	112.80	9.05	78.09		199.94
1007	645	98.85	7.94	68.43		175.22
1101	856	131.19	10.53	90.82		232.54
1102	779	119.39	9.58	82.65		211.62
1103	842	129.04	10.36	89.33		228.73
1104	645	98.85	7.94	68.43		175.22
1105	736	112.80	9.05	78.09		199.94
1106	736	112.80	9.05	78.09		199.94
1107	645	98.85	7.94	68.43		175.22
1201	856	131.19	10.53	90.82		232.54
1202	779	119.39	9.58	82.65		211.62
1203	842	129.04	10.36	89.33		228.73
1204	645	98.85	7.94	68.43		175.22
1205	736	112.80	9.05	78.09		199.94

MS 2195
 ved Maintenance Fee Schedule
 , 2009 – December 1, 2009 Inclusive

Suite	Unit Entitlement	Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	Total Fees
1206	736	112.80	9.05	78.09		199.94
1207	645	98.85	7.94	68.43		175.22
1301	856	131.19	10.53	90.82		232.54
1302	779	119.39	9.58	82.65		211.62
1303	842	129.04	10.36	89.33		228.73
1304	645	98.85	7.94	68.43		175.22
1305	736	112.80	9.05	78.09		199.94
1306	736	112.80	9.05	78.09		199.94
1307	645	98.85	7.94	68.43		175.22
1401	856	131.19	10.53	90.82		232.54
1402	779	119.39	9.58	82.65		211.62
1403	842	129.04	10.36	89.33		228.73
1404	645	98.85	7.94	68.43		175.22
1405	736	112.80	9.05	78.09		199.94
1406	736	112.80	9.05	78.09		199.94
1407	645	98.85	7.94	68.43		175.22
1501	856	131.19	10.53	90.82		232.54
1502	779	119.39	9.58	82.65		211.62
1503	842	129.04	10.36	89.33		228.73
1508	1384	212.11	17.03	146.84		375.98
1509	1384	212.11	17.03	146.84		375.98
1601	856	131.19	10.53	90.82		232.54
1602	779	119.39	9.58	82.65		211.62
1603	842	129.04	10.36	89.33		228.73
1608	1384	212.11	17.03	146.84		375.98
1609	1384	212.11	17.03	146.84		375.98
1701	856	131.19	10.53	90.82		232.54
1702	779	119.39	9.58	82.65		211.62
1703	842	129.04	10.36	89.33		228.73
1708	1384	212.11	17.03	146.84		375.98
1709	1384	212.11	17.03	146.84		375.98
1801	856	131.19	10.53	90.82		232.54
1802	779	119.39	9.58	82.65		211.62
1803	842	129.04	10.36	89.33		228.73
1808	1384	212.11	17.03	146.84		375.98
1809	1384	212.11	17.03	146.84		375.98
1901	856	131.19	10.53	90.82		232.54
1902	779	119.39	9.58	82.65		211.62
1903	842	129.04	10.36	89.33		228.73
1908	1384	212.11	17.03	146.84		375.98
1909	1384	212.11	17.03	146.84		375.98
2001	856	131.19	10.53	90.82		232.54
2002	779	119.39	9.58	82.65		211.62
2003	842	129.04	10.36	89.33		228.73
2008	1384	212.11	17.03	146.84		375.98
2009	1384	212.11	17.03	146.84		375.98
2101	856	131.19	10.53	90.82		232.54
2102	779	119.39	9.58	82.65		211.62
2103	842	129.04	10.36	89.33		228.73

Strata Plan LMS 2195
2009 Approved Maintenance Fee Schedule
January 1, 2009 – December 1, 2009 Inclusive

Suite	Unit Entitlement	Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	Total Fees
2108	1384	212.11	17.03	146.84		375.98
2109	1384	212.11	17.03	146.84		375.98
PH1	856	131.19	10.53	90.82		232.54
PH2	779	119.39	9.58	82.65		211.62
PH3	842	129.04	10.36	89.33		228.73
PH8	1384	212.11	17.03	146.84		375.98
PH9	1384	212.11	17.03	146.84		375.98
1	876	134.25	10.78	92.94		237.97
TH2	914	140.08	11.24	96.97		248.29
3	877	134.41	10.79	93.05		238.25
4	767	117.55	9.44	81.38		208.37
5	741	113.56	9.12	78.62		201.30
6	879	134.72	10.81	93.26		238.79
7	912	139.77	11.22	96.76		247.75
8	886	135.79	10.90	94.00		240.69
9	771	118.16	9.49	81.80		209.45
10	751	115.10	9.24	79.68		204.02
11	886	135.79	10.90	94.00		240.69
12	907	139.00	11.16	96.23		246.39
13	878	134.56	10.80	93.15		238.51
14	775	118.78	9.53	82.23		210.54
15	743	113.87	9.14	78.83		201.84
Totals	135472	20762.24	1666.65	13791.62	750.01	36970.52

November 21, 2008



**PLEASE BRING
THIS NOTICE
TO THE MEETING!**

**AGENDA
NOTICE OF ANNUAL GENERAL MEETING
STRATA CORPORATION LMS 2195, "City Club on the Park"**

NOTICE: The Annual General Meeting of the Owners, Strata Plan LMS 2195 will be held on Thursday, December 11th, 2008 at 7:00 PM in the Edmonds Community Centre, 7282 Kingsway, Burnaby, BC.

(Registration to commence at 6:30 PM)

PURPOSE OF MEETING:

1. To Discuss / Vote on Special Resolution # 1;
2. To Discuss / Vote on Special Resolution # 2;
3. To Discuss / Vote on the proposed Operating Budget for the year 2009;
4. Election of the 2008/2009 Strata Council.

SPECIAL RESOLUTION #1 BY ¾ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve the contract (enclosed within the AGM documents) between The Owners of LMS 2195 and AWS Mobile Ltd, to construct and operate antennae on the roof top of the residential high rise tower located at 7077 Beresford Street, Burnaby, BC, with all revenues to be deposited in the LMS 2195 Contingency Reserve Fund.

SPECIAL RESOLUTION #2 BY ¾ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve an expenditure of up to \$10,000.00 to replace the rotten cedar fencing on the patio area of the Loft Homes. Funding for this project will be from the Contingency Reserve Fund.

VOTING:

Depending on the Bylaws of the Strata Corporation, in order to vote an Owner may have to be paid up in all arrears of maintenance fees, fines or other charges (including chargebacks) owing to the Strata Corporation. If you are uncertain of the status of your account, please call our Accounting Department at 604-432-7774 between 9:00 AM and 4:00 PM. Owners may be represented by proxies – a blank proxy is provided for your convenience. A spouse who is not registered on title MUST have a proxy authorization to vote.

QUORUM:

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum requires that eligible voters holding 1/3 of the strata corporation's votes be present in person or by proxy.

PROXY:

An instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney, and may be either in general or for a particular meeting. A proxy need not be an owner.

VOTING PROCEDURES:

At any general meeting, a resolution by the vote of the meeting shall be decided on a show of voting cards, unless a precise count is demanded by any eligible voter present in person or by proxy. Unless a precise count is so demanded, a declaration by the Chair that a resolution has, on a show of voting cards been carried, is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. A demand for a precise count may be withdrawn.

In case of equality in the votes, whether on a show of voting cards or on a poll, the president, or, if the president is absent or unable or unwilling to vote, the vice president of the Strata Council is entitled to a casting vote in addition to his/her original vote. On the show of voting cards, each strata lot shall have one vote. On a show of voting cards or a precise count, votes may be given either personally or by proxy.

****ORDER OF BUSINESS****

- 1) Certify proxies and issue voting cards; ✓
- 2) Determine there is a quorum; ✓
- 3) Electing a Chairman of the meeting, if necessary; ✓
- 4) Approving the Notice of Meeting (November 21st, 2008); ✓
- 5) Approval of the Special General Meeting Minutes (April 10th, 2008); ✓
- 6) Report on Council activities and decisions since the previous Annual General Meeting; ✓
- 7) Report on insurance coverage in accordance with section 154 of the Act;
- 8) Discussion / Voting on proposed Special Resolution #1; ——— *passed*
- 9) Discussion / Voting on proposed Special Resolution #2; ——— *No*
- 10) Discussion / Voting on proposed Operating Budget for 2009; ——— *YES*
- 11) Election of 2008/09 Strata Council;
- 12) Termination.

Sp. Res.
#1
↑



COASTAL INSURANCE SERVICES LTD.

104 - 2331 Marpole Avenue, Port Coquitlam, BC V3C 2A1 Tel: 604-944-1700 Fax: 604-944-1734
1322 Johnston Road, White Rock, BC V4B 3Z2 Tel: 604-531-1020 Fax: 604-531-2031
Toll Free: 1-800-665-3310 Website -www.coastalinsurance.com - e-mail: info@coastalinsurance.com

SUMMARY OF COVERAGES

250 = years

NAMED INSURED: Owners of Strata Plan LMS 2195 City Club on the Park
LOCATION: 7077 Beresford Street, Burnaby, BC V5G 4C9
7220 Greenford Avenue, Burnaby, BC V5E 4J8
7010 - 7060 Kingsway, Burnaby, BC V5E 1E7
SUMMARY FOR: Bayside Property Services Ltd.

\$42,428,900 **All Property** - "All Risks" \$1,000 Deductible, Earthquake - 10% Deductible, Water Damage - \$5,000 Deductible, Sewer Backup - \$5,000 Deductible, Flood - \$10,000 Deductible, including **Guaranteed** Replacement Cost and Blanket Bylaws, Subject to Stated Amount Co-Insurance.

REPLACEMENT **Blanket Glass** - subject to a \$100 Deductible for Residential Units
\$250 Deductible for Commercial Units

\$10,000,000 **Commercial General Liability** - including Broad Form "occurrence" Property Damage, Medical Payments \$2,500/\$25,000, Cross Liability Clause, Personal Injury (nil participation), Non-Owned Automobile Liability, Contingent Employer's Liability, Contractual Liability, Employees as additional named insureds including any Property Management firms while acting on behalf of the Corporation, subject to a \$500 Deductible per occurrence.

\$2,000,000 **Directors & Officers Liability** - (Errors & Omissions), TO INCLUDE PROPERTY MANAGERS AS ADDITIONAL NAMED INSURED.
Condominium Discrimination Defense Costs - Covers legal defense costs for non compensatory damages from an unsuccessful action or complaint. \$10,000 per action, \$25,000 aggregate.

\$1,000,000 **Pollution and Remediation Legal Liability** - subject to a \$10,000 Retention.

\$100,000 **Volunteer Accident Insurance Plan** - Accidental Death and Disability for owners who perform work on a volunteer basis.

Comprehensive Dishonesty, Disappearance and Destruction

\$10,000 Employee Dishonesty - Form A

\$5,000 Loss Inside/Outside the Premises, Money Orders and Counterfeit Paper Currency and Depositors Forgery

FULL VALUE **Equipment Breakdown** - insuring all Fired & Unfired Pressure Vessels & Refrigeration Systems, Electrical & Mechanical Equipment, Repair or Replacement. Subject to \$1,000 Deductible and a 24 hour waiting period for Business Interruption (if applicable). INCLUDES: Hot Water Supply & Storage Tanks, Pool Boiler and Filter Tanks, all Electrical Motors, Fans, Tanks, Pumps, Compressors, Switchgear, Switchboard, Air-Conditioning Units, Intercom, Phone and Security Systems.

POLICY TERM: 06/01/08 TO 06/01/09 mm/dd/yy 12:01 a.m. Standard Time

This is a generalized resume of coverages for quick reference. In all cases the terms and conditions of the policy in effect are the determining documents.

SITE LICENSE AGREEMENT

THIS AGREEMENT made as of December , 2008 is between:

THE OWNERS, STRATA PLAN LMS2195, a corporation established under the *Strata Property Act* of British Columbia, having an address at 7077 Beresford Street, Burnaby, British Columbia, V5E 4J5

(the "Licensor")

AND:

AWS MOBILE LTD., a British Columbia company having an office at #2109 – 4710 Kingsway, Burnaby, British Columbia, V5H 4M2 (Inc. No. BC0827650)

("AWS")

BACKGROUND

A. AWS wishes to install certain telecommunications facilities and equipment on the roof (the "Roof") of the strata development located at 7077 Beresford Street, Burnaby, British Columbia.

B. The Roof is common property (as defined in the *Strata Property Act* of British Columbia) of the Licensor.

C. The Licensor has agreed to grant a license to AWS to use certain areas of the Roof.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties agree as follows:

1. Subject to paragraph 3 below, the Licensor hereby grants to AWS, on and subject to the attached Terms and Conditions, a license (the "License") to use the areas of the Roof described in Schedule "B" hereto (such areas of the Roof are henceforth collectively referred to in this Agreement as the "Site") for the purposes of installing, removing, replacing, maintaining, supplementing and operating, at its sole expense:

- (i) the telecommunications equipment, devices and trade fixtures described in Schedule "B" hereto (collectively the "Equipment"); and
- (ii) the cabinets described in Schedule "A" hereto (the "Cabinets").

2. Subject to paragraph 3 below, this Agreement and the License will be for a term of five (5) years commencing on May 1, 2009 and ending on April 30, 2014. This Agreement and the License may be extended as provided in Section 2 of the attached Terms and Conditions.

3. Notwithstanding paragraphs 1 and 2 above, the entering into this Agreement by the Licensor, and the grant of the License by the Licensor to AWS, are subject to a resolution of the members of the Licensor approving this Agreement and the License being passed by a ¾ vote at an annual or special general meeting of the Licensor.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement as of the date of this Agreement.

Address of Licensor:
100-6400 Roberts Street
Burnaby, BC V5G 4C9
Attention: Lindsey Neville
Telephone: 604-629-8756
Facsimile: 604-439-8804

The Owners, Strata
Plan LMS2195

By: _____
Name:
Title:

GST Registration No. _____

By: _____
Name:
Title:

Address of AWS:
#2109 – 4710 Kingsway
Burnaby, BC V5H 4M2
Telephone:
Facsimile:

AWS Mobile Ltd.

By: _____
Name: Stella Carmona
Title: Director

TERMS AND CONDITIONS

1. **License Fee.** For the rights granted by the Licensor to AWS, AWS shall pay to the Licensor a Fee in the amount of Eighteen Thousand (\$18,000) dollars per annum (the "Fee") plus applicable provincial sales tax and goods and services tax as levied under lawful authority by the federal government of Canada, in equal monthly instalments of \$1,500 on or before the first (1st) day of each month during for years 1-5 of the initial Term. For years 6-10, AWS shall pay to the Licensor a Fee in the amount of Nineteen Thousand Five Hundred (\$19,500) dollars per annum (the "Fee") plus applicable provincial sales tax and goods and services tax as levied under lawful authority by the federal government of Canada, in equal monthly instalments of \$1,625 on or before the first (1st) day of each month.

2. **Rights of Extension.** The Licensor hereby grants to AWS the right to extend the Term of this License for Four (4) further periods of Five (5) years each without notice. Such right shall be automatically exercised and shall not require any prior notice in writing and shall take effect unless AWS specifically elects not to exercise any such right at least One Hundred & Eighty (180) days prior to the end of the Term or extension term. Such extension term(s) will be upon the same terms and conditions as are herein contained for the first extension Term except that the Fee shall be as follows:

For years 11-15 = Twenty One Thousand Four Hundred Fifty (\$21,450) dollars per annum, payable in equal monthly instalments of \$1,787.50 on or before the first (1st) day of each month.

For years 16 - 30 The Fee shall be based on the current fair market fees for similar premises as if unimproved used for similar purposes in comparable locations, as agreed between the Licensee and Licensor, however, in no event shall be less than the Fee in the previous Term. If there shall be any dispute between the parties hereto in respect of any matter relating to this Agreement, the same shall be determined by arbitration pursuant to the provisions of the Arbitration Act of the Province of British Columbia for the time being in force.

3. **Termination.**

(a) At any time during the Term or any extension thereof, should the site be or become commercially impractical, in the sole opinion of AWS, AWS may terminate this License without damages or penalty upon sixty (60) days prior written notice to the Licensor. In the event of termination, the Licensor shall refund to AWS any Fee paid in advance by AWS for any period of time subsequent to the effective date of termination. In the event AWS does not obtain required permits prior to the Commencement Date, AWS may terminate this License without penalty.

(b) Notwithstanding any other provision to the contrary contained in this Agreement:

(a) if any insurance premium payable by the Licensor is increased solely because of the existence of this Agreement, AWS shall pay to the Licensor forthwith upon demand the amount of such increase; and

(b) if the licensors insurer threatens to cancel, cancels or refuses to renew any insurance policy of the Licensor because of the existence of this agreement, the Licensor shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to AWS.

4. **Covenants of AWS**

(a) **Safety and Maintenance** - AWS shall install, operate, and maintain its Equipment and the Cabinets, in a good, safe and workmanlike manner at it's sole expense. AWS is responsible to repair any damage to the roof, Building and/or the Property caused by the installation, use and/or removal of AWS' equipment and it's operation, save and except normal wear and tear. Initial installation of equipment to be inspected by Licensor's Roofing Consultant; all reasonable recommendations shall be implement by AWS and paid for at fair market rates by AWS.

(b) **Taxes, Rates and Assessments** - AWS will pay as and when due all applicable taxes, rates and assessments, that are levied, charged or assessed with respect to any business carried on by AWS on or from the Premises. AWS will also be responsible, and pay directly to the Licensor, any tax increase incurred by the Licensor that is related to the business carried on by AWS or its occupancy.

(c) **Electricity Charges** - AWS shall pay for the electrical connections and all electricity charges attributable to AWS 's operations at the Site either by having installed a separately metered electrical service or, in circumstances where the local utility will not install a separate meter, AWS shall install a submeter and shall compensate the Licensor for AWS' electricity consumption and shall pay the Licensor's invoices for electricity based on the submeter and invoicing AWS accordingly on quarterly basis.

(d) **Government Regulation** - AWS shall, at its own expense, at all times ensure that the installation, operation and maintenance of its Equipment, and Cabinets, comply with all required laws, directions, rules and regulations of relevant governmental authorities, including but not limited to all applicable building codes, and Industry Canada and Transport Canada requirements. In the event that the Licensee's equipment shall have been declared by Industry Canada or other government body having jurisdiction, is being operated in a manner that is a hazard to the general public the Licensee will be deemed to be in default of this agreement.

(e) **Removal of Equipment by AWS** - Upon the expiration or termination of the License, AWS shall quit and surrender possession of the Premises, on or before the termination of this License and shall restore the Site to the condition it was in at the date first above written, reasonable wear and tear excepted. AWS, in its sole discretion, is not required to remove from the Premises at the expiration or termination of this License any AWS Equipment that has been placed and buried two (2) meters or more below the surface of the Premises, such as cable and power facilities or cement pilings or other underground supporting structures

(f) **Interference** - AWS covenants that AWS' operation of its radio system(s) shall not cause material interference or degradation of any other signals lawfully transmitted or received within or on the Premises. If such interference or degradation is reasonably demonstrated to AWS, AWS upon receiving notice from the Licensor shall use all reasonable endeavours to correct the problem.

5. **Covenants of the Licensor**

- (a) **Quiet Possession** - The Licensor has good right, full power and absolute authority to grant this License to AWS and covenants that AWS shall peaceably and quietly hold and enjoy the Site and its appurtenances, subject to the terms and conditions of this License. The Licensor shall not intentionally make any change to the Premises and its appurtenances that could adversely effect access to or use of the Site by AWS at any time throughout the duration of this License. Should actions by the Licensor adversely effect access to or use of the Site by AWS, the Licensor upon receiving notice from the AWS shall use all reasonable endeavours to correct the problem.
- (b) **Access** - By way of appropriate easements, servitudes and rights of way on, over and through the Premises, the Licensor shall provide to AWS and its authorized representatives and agents, uninterrupted access with or without vehicles on a twenty-four (24) hours a day, seven (7) days a week basis to the Premises and its appurtenances, and such other rights as are necessary to enable AWS to install, maintain, repair, replace, reconfigure and operate the Cabinets and the Equipment, including but not limited to the connecting of its installation to local utilities, the installation of underground or overhead telephone or power lines or all of them and the installation of conduits for fibre or telephone cabling or both of them. At no time shall this right interfere with any other tenant and if so, the Licensor will inform AWS and the problem will be rectified immediately by AWS.
- (c) **Emergency Power** - The Licensor shall allow AWS to install an emergency power generator on the Premises for its own use. AWS shall pay all costs attributable to such installations and connections.
- (d) **Confidentiality** - The Licensor agrees that all information relating to the use of the Premises by AWS or its sublessee(s) or sublicensee(s) is confidential and proprietary to AWS, and unless required by any governmental authority, regulatory body or stock exchange, or by law, the Licensor will not use, sell or disclose to any other person such confidential and proprietary information. The Licensor will take all reasonable steps to hold all such confidential and proprietary information and the terms and conditions of this License in the strictest confidence. This provision shall survive any termination or expiration of this License.
- (e) **Premises Maintenance** - The Licensor hereby agrees to provide not less than thirty (30) days prior written notice to AWS of any repairs, additions or maintenance (collectively the "Work") to take place at the Premises, which may impact on AWS' Cabinets or Equipment. The Licensor further agrees to meet on-site with AWS and to make available the contractor(s) involved with the Work, not less than fifteen (15) business days prior to the commencement of the Work to review the Work and the related impact on AWS' Cabinets and Equipment, save and except in the case of an immediate emergency situation. The Licensor further agrees to make a reasonable effort to contact AWS as soon as possible to inform AWS of an emergency situation if it may reasonably be expected to have an adverse effect on AWS' Cabinets and Equipment.
- (f) **Payment of Taxes** - The Licensor shall pay as and when they become due any property taxes, local improvement charges and any other taxes, rates, duties, levies and assessments levied or assessed by any competent government authority on account of the Licensor's ownership or upon or in respect of the Site and the Premises and all improvements thereon that have not been placed there by AWS.

6. **AWS' Equipment**

- (a) Except as provided in Section 24, the Cabinets and the Equipment will remain the property of AWS and notwithstanding the attachment or affixation of any of the Equipment or the Cabinets to the Premises in any manner, all of the Equipment and the Cabinets shall remain items of personal or moveable property and not fixtures.
- (b) AWS may make any alterations or improvements or both at the Site during the Term and any extensions thereof provided the have obtained the prior consent of the Licensor, such consent not to be unreasonably withheld. Such alterations or improvements or both may include, but are not limited to the replacement, expansion, reconfiguration or addition of platforms, antennas, microwave dishes, cabling, and/or various equipment deemed necessary by AWS.

7. **Insurance**. AWS will at all times throughout the Term and any extension(s) thereof maintain:

- (a) All-Risk Property Insurance covering the full insurable replacement cost of all of its undertaking, the Cabinets and the Equipment located pursuant to this License without deduction for depreciation and with reasonable deductibles; and
- (b) Commercial General Liability Insurance coverage in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury and Property Damage. Such policy shall extend to include the Licensor as an additional insured, prior to the Commencement Date and/or construction, but solely with respect to any liability arising out of AWS' premises, property or operations.

AWS shall provide a Memorandum of Insurance evidencing that said coverages are in force and shall notify the Licensor 30 days in advance of cancellation of any such policy.

8. **Licensor not Liable**. Other than for the negligent acts or omissions or the willful and wrongful acts or omissions of the Licensor or the Licensor's employees or those persons authorized by the Licensor to be on the Premises, the Licensor shall not be liable to or indemnify AWS for any inconvenience or damage or injury to the Cabinets or any part of AWS' Equipment or any persons.

9. **AWS not Liable**. Other than for the negligent acts or omissions or the willful and wrongful acts or omissions of AWS or AWS 's employees and those persons authorized by AWS to be on the Premises, AWS shall not be liable to or indemnify for any costs incurred or losses or damages or injury suffered by the Licensor.

10. **Default**. Either party may at its option and without further liability to the other party terminate this License upon the material default by the other party of any of its covenants or obligations under this License if such default is not remedied within thirty (30) days of the defaulting party receiving written notice of such default from the party not in default or within such longer period as is reasonable in the circumstances so long as the party in default is diligently moving to remedy the same. Either party may at its option and without further liability to the other party terminate this License if either party becomes insolvent, ceases to do business as a going concern, is adjudged bankrupt, makes a general assignment for the benefit of creditors, subject to Section 11, if a receiver or receiver-manager is appointed for either party, or if either party takes the benefit of any statute in force for the winding up or liquidation of corporations.

11. **AWS' Financing Arrangements.** The Licensor acknowledges that AWS has entered into, and will be entering into, certain financing arrangements which may require an assignment or hypothecation of AWS' rights and obligations under this License as well as the granting of security interests in the personal or moveable property of AWS located at the Premises. The Licensor consents to any such assignment, hypothecation or granting of security interests and to any transfers occurring on the enforcement of same; and the Licensor shall, at the request and sole cost of AWS, acknowledge in writing the foregoing in such form as the relevant financier may reasonably require. For the purposes of this Section 11, AWS is executing this License for itself and as an agent for the financiers referred to herein with whom AWS may be entering into financing arrangements from time to time.
12. **Registration.** AWS may register a notice of License or caveat or appropriate instrument in the land registry of the province in which the Premises is situated stipulating AWS' interest, the Term, any rights to extend and, when applicable, a short form of License and the Licensor will execute any documents required to effect such registration, at AWS' expense. Such registration may be effected on behalf of AWS by an affiliated corporation, partnership or other entity as bare nominee for registration purposes only, at AWS' expense. The Licensor also agrees to use reasonable best efforts to obtain a non-disturbance agreement at AWS' expense from any mortgagee(s) on the premises in such form as AWS may reasonably require.
13. **Encumbrances.** AWS may, at its option, pay or discharge any arrears legally owing under any encumbrance upon the Premises which have priority over the interest of AWS under this License, or any arrears of any property taxes, local improvement charges and any other rates, duties, levies and assessments levied or assessed by any competent government authority upon or in respect of the Premises or that affect the Premises in any way, in which event AWS shall be subrogated to the rights of the holder or holders of such encumbrances, and AWS may also, at its option, apply the Fee or any other amounts owing to the Licensor under this License on account of repayment to AWS of any arrears so paid or discharged.
14. **Assignment.** Subject to Section 11 above, this License shall not be assignable by AWS without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, AWS may, without consent, but with written notification to the Licensor, (i) assign its rights and obligations under this License to any affiliated entity including a partnership; (ii) sublet all or a portion of the Site and its appurtenances to any affiliated entity including a partnership; and (iii) sublicense or sublicense to a third party a portion of the Site and its appurtenances, for use as a telecommunications site. Whenever the Licensor's consent, permission or approval is required, such consent, permission or approval shall not be unreasonably withheld or delayed.
15. **Successors and Assigns.** This License shall enure to the benefit of and be binding upon the successors and assigns of the Licensor and the successors and permitted assigns of AWS, and no assignee or successor of the Licensor shall challenge the validity or enforceability of any aspect of this License and every assignee or successor of the Licensor shall be bound by all obligations of the Licensor hereunder. Upon a conveyance or assignment of its interest in the Premises, the Licensor shall provide AWS with notice of such person and the address at which Fee is to be paid following the conveyance or assignment.
16. **Overholding.** In the event that AWS remains in possession of the Premises after the expiration of the Term, AWS shall be deemed to be occupying the Premises as a tenant from month to month at the previous monthly Fee payable, or if the Fee is annual AWS will pay 1/12 the annual Fee monthly in advance on the first day of each month following the expiration of the Term subject to the conditions and covenants of this License so far as the same are applicable to a month to month tenancy. No extension of the Term, nor any new Term, nor any tenancy from year to year will be created by implication of law.
17. **Expropriation.** If during the Term or any renewal, the whole or part of the of the Premises are expropriated, the Licensor shall not accept any award for compensation without AWS' consent and AWS may claim, receive and retain awards of compensation for the loss of their respective interest.
18. **Governing Law.** The provisions of this License shall be governed by and interpreted in accordance with the laws of the Province in which the Premises is located and the parties hereto attorn to the exclusive jurisdiction of the courts of that Province.
19. **Entire License; Survey.** This License contains the entire agreement between the Licensor and AWS with respect to the Premises and there are no prior representations, either oral or written, between them other than those set forth in this License. This License, including the Schedules, may not be amended or modified except by written instrument executed by both parties except as otherwise provided in this License. Notwithstanding the foregoing, if, following the execution of this License, AWS obtains, at its option, a survey or approved plans which identifies the location of the Site, once provided it shall be attached hereto as Schedule "C" and shall take precedence over Schedule "B" and form part of this License. Each of the parties respectively acknowledges that the nature and scope of each of the clauses of this License have been adequately explained to it.
20. **Facsimile Transmissions; Notice.** The parties agree that this License may be executed, amended or renewed by either party and forwarded to the other party by facsimile transmission and receipt by facsimile transmission of a copy of this License executed, amended or renewed by a party shall bind the party so sending the facsimile transmission. Any notice pursuant to any of the provisions of this License shall be deemed to have been properly given if by personal delivery, or mailed by courier.
21. **Severability.** Should any provision or provisions of this License be determined to be void or unenforceable in whole or in part, it or they shall be deemed not to affect or impair the validity or enforceability of any other provision and it or they shall be considered separate and severable from the License and its remaining provisions which shall remain in force and be binding on the parties.
22. **Authorization.** As provided in the attached Schedule "D" (the "Authorization Letter"), the Licensor hereby authorizes AWS for the entire duration of the Term and subsequent extension periods described in Section 2 above, to obtain from any person, corporation or government authority, any information regarding the Premises that AWS may require for the purposes of exercising its rights under this License and Licensor agrees to execute the Authorization Letter to confirm the foregoing.

23. **Environmental.** During the Term and any extensions of this License, the Licensor warrants that to the best of its knowledge there is not any toxic material or hazardous substances or any other contaminants (collectively the "Hazardous Substances") within or under the Premises as defined under all applicable provincial or federal legislation, regulation or authorities. The Licensor, with the exception of economic losses and liabilities, shall indemnify and hold AWS harmless from and against any liability arising from the presence of the Hazardous Substances on the Premises, except for the extent resulting from the activities of AWS or for those whom it is in law liable. Notwithstanding the above, either party reserves the right to conduct environmental testing at the Site at any time and to terminate this License immediately should the results of the environmental testing not be acceptable in the sole opinion of the party conducting the test, acting reasonably. AWS shall comply with all applicable environmental provincial or federal legislation, regulations or bylaws. AWS and the Licensor shall not introduce, or produce or use any such substances on the Property in violation of any applicable law.

24. **Schedules.** Schedules and other documents attached or referred to in this License are an integral part of this License.

Schedule A - Premises	<input checked="" type="checkbox"/>
Schedule B - Site	<input checked="" type="checkbox"/>
Schedule C - Survey	<input type="checkbox"/>
Schedule D - Authorization	<input checked="" type="checkbox"/>

SCHEDULE "A"

DESCRIPTION OF PREMISES

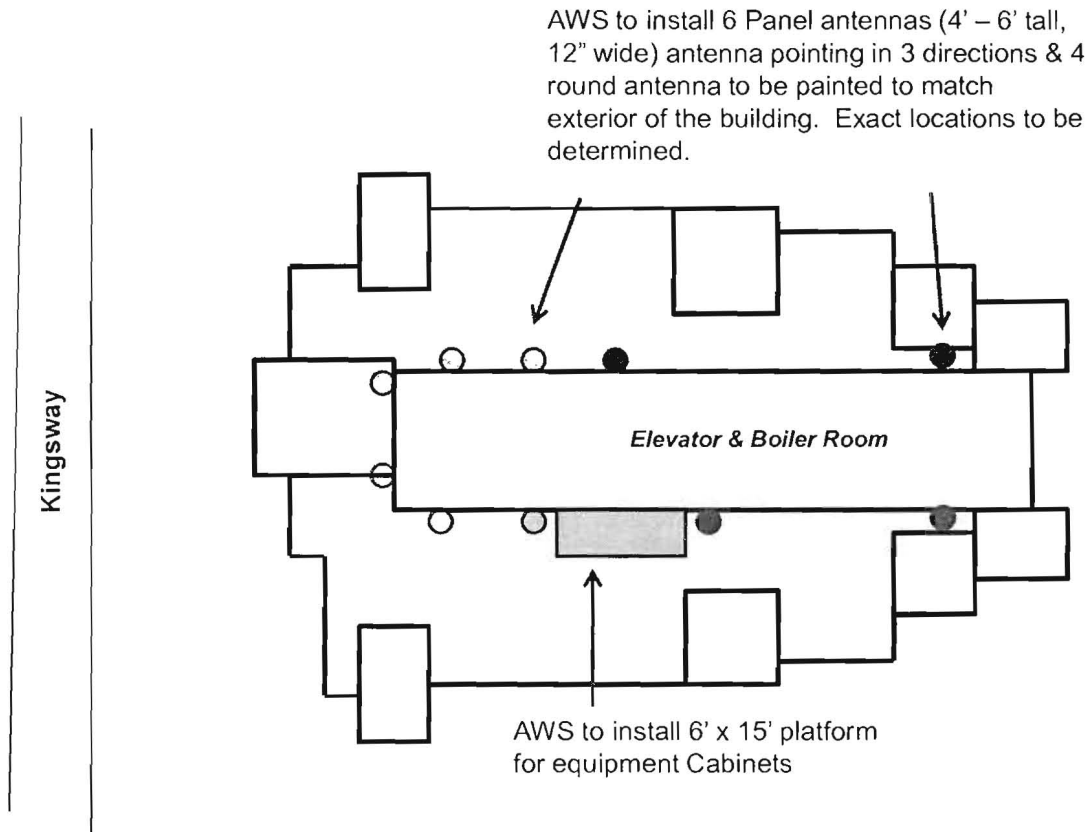
Real property located in the City of Burnaby, in the Province of British Columbia, known to the City as 7077 Beresford Street and with the following legal description:

Strata LMS 2195

SCHEDULE "B"

IDENTIFICATION OF SITE

AWS MOBILE WILL NOT INSTALL ANY EQUIPMENT WITHOUT OWNERS FIRST APPROVING ENGINEER'S STAMPED DRAWINGS.



SITE: HighGate

SCHEDULE "C"
Survey (if required).

SCHEDULE "D"
PERMIT AUTHORIZATION LETTER

December __, 2008

TO WHOM IT MAY CONCERN:

Re: 7077 Beresford Street Burnaby . BC

We, Strata LMS 2195 the owner(s) of the above mentioned property, hereby give AWS Mobile Ltd. and its agents permission to act as our agent to acquire the necessary permits, drawings and/or buildings structural blue-prints, hydro information from the public utility and information from the municipality or other authorities concerned, needed to approve the construction of the telecommunications site at the address indicated above and as shown on the attached plans.

Sincerely,

Lindsey Neville
100-6400 Roberts Street
Burnaby, BC, V5G 4C9
(604) 629- 8756

RECEIPTS		ACTUAL	ESTIMATED	COMMERCIAL	RESIDENTIAL	JOINT	TOTAL	PROPOSED	PROPOSED	PROPOSED	PROPOSED
		Year to Date	To Year End	BUDGET	BUDGET	BUDGET	BUDGET	COMMERCIAL	RESIDENTIAL	JOINT	TOTAL
		Oct 31/08	(Dec 31/08)	2008	2008	2008	2008	BUDGET	BUDGET	BUDGET	BUDGET
								2009	2009	2009	2009
101	Owners' Contributions-Joint Use	199,987.69	253,250.00			253,250.00	253,250.00		0.00	269,147.00	269,147.00
101	Owners' Contributions-Residential	135,833.70	163,000.00		163,000.00		163,000.00		165,500.00		165,500.00
101	Owners' Contributions-Commercial	6,249.90	7,500.00	7,500.00			7,500.00	9,000.00			9,000.00
102	Parking Income	2,480.00	3,500.00		3,500.00		3,500.00		3,500.00	0.00	3,500.00
103	Interest Income	1,756.00	1,900.00			1,000.00	1,000.00			1,750.00	1,750.00
104	Common Room/Guest Suite	125.00	125.00				0.00				0.00
105	Sundry Income	201.55	201.55				0.00				0.00
107	ByLaw/Late Payment Fines	5,890.01	5,890.01				0.00				0.00
108	Garage Door Openers/Key Fobs	1,475.45	1,475.45		1,000.00		1,000.00		1,500.00	0.00	1,500.00
109	Move Fees	1,400.00	1,400.00		1,500.00		1,500.00		1,500.00	0.00	1,500.00
111	Transfer from Operating Surplus	15,000.00	15,000.00			15,000.00	15,000.00			0.00	0.00
TOTAL RECEIPTS		370,399.30	453,242.01	7,500.00	169,000.00	269,250.00	445,750.00	9,000.00	172,000.00	270,897.00	451,897.00
DISBURSEMENTS											
		0.00									
300	Gas	90,846.92	111,500.00		108,500.00		108,500.00		111,500.00	0.00	111,500.00
310	Electricity	25,037.93	30,000.00			29,000.00	29,000.00		0.00	30,000.00	30,000.00
311	Electrical Lease	6,436.50	7,000.00			8,100.00	8,100.00		0.00	7,000.00	7,000.00
320	Management Fees	24,918.71	29,900.00			29,900.00	29,900.00		0.00	30,797.00	30,797.00
321	Special Levy Admin Fee	340.20	340.20								
330	Insurance	46,223.00	46,223.00			42,750.00	42,750.00		0.00	45,000.00	45,000.00
340	Janitorial Maintenance	52,697.34	60,000.00			56,000.00	56,000.00		0.00	61,600.00	61,600.00
370	Legal	25.08	625.08			1,500.00	1,500.00		0.00	1,500.00	1,500.00
380	Appraisal	0.00							0.00		
395	Sundry	3,868.63	3,868.63			6,500.00	6,500.00		0.00	4,000.00	4,000.00
405C	Water-Commercial	6,444.69	8,000.00	6,500.00			6,500.00	8,000.00	0.00	0.00	8,000.00
415	Scavenging	9,227.63	9,500.00			9,500.00	9,500.00		0.00	9,500.00	9,500.00
425	Equipment/Supplies	3,292.32	3,500.00			3,000.00	3,000.00		0.00	3,500.00	3,500.00
435	Repairs/Maintenance	37,935.85	41,000.00			43,000.00	43,000.00		0.00	43,000.00	43,000.00
435R	Repairs/Maintenance-Residential	29,829.33	36,000.00		37,000.00		37,000.00		37,000.00	0.00	37,000.00
435C	Repairs/Maintenance-Commercial	1,325.25	1,325.25	1,000.00			1,000.00	1,000.00	0.00	0.00	1,000.00
436	Window Cleaning-Residential		0.00		3,500.00		3,500.00	0.00	3,500.00	0.00	3,500.00
445	Landscaping	13,113.53	15,000.00			20,000.00	20,000.00		0.00	15,000.00	15,000.00
465	Enterphone	2,103.67	2,500.00		2,500.00		2,500.00	0.00	2,500.00	0.00	2,500.00
475	Elevator	13,322.91	16,500.00		17,500.00		17,500.00	0.00	17,500.00	0.00	17,500.00
710	Contingency Reserve	16,666.70	20,000.00			20,000.00	20,000.00		0.00	20,000.00	20,000.00
TOTAL DISBURSEMENTS		383,456.19	442,782.16	7,500.00	169,000.00	269,250.00	445,750.00	9,000.00	172,000.00	270,897.00	451,897.00
Surplus (Deficit)		(13,056.89)	10,459.85								
727	Operating Surplus Expense	(5,549.60)	(5,549.60)								
Opening Operating		35,447.12	35,447.12								
Estimated Ending Operating		16,840.63	40,357.37								
Contingency Reserve Fund											
Owners' Contributions		15,000.03	20,000.04								
Interest Earned		2,886.42	3,486.42								
Gordon Latham		(2,916.14)	(2,916.14)								
Drago's Plumbing		(1,845.00)	(1,845.00)								
Art Bowles		(8,762.15)	(8,762.15)								
Prostar Painting		(37,218.68)	(37,218.68)								
Opening CRF		109,519.98	109,519.98								
Estimated Ending CRF		76,664.46	82,264.47								
Special Levy											
Interest Earned		2,298.60	2,883.60								
Marine Roofing		(41,608.70)	(41,608.70)								
J Taylor		(1,312.50)	(1,312.50)								
Hyland Painting		(1,076.25)	(1,076.25)								
Leader Pest Control		(1,575.00)	(1,575.00)								
Opening SL		127,877.85	127,877.85								
Estimated Ending SL		84,604.00	85,189.00								
Jun 08 Levy											
Special Levy		57,335.70	60,000.00								
Interest Income		196.97	196.97								
GGM Bldg Conc.		(11,024.25)	(11,024.25)								
Obrand Flooring		(1,994.84)	(1,994.84)								
Affiliated Roofers		(3,879.75)	(3,879.75)								
ProStar Painting		(38,967.22)	(38,967.22)								
West Valley Heating		(1,653.75)	(1,653.75)								
Estimated Ending Jun 08 SL		12.86	2,677.16								

4% INCREASE

8% 10% 10% 2006 2008

RADENKO

4%

INCREASE

8%

10%

10%

2006
2008

RADENKO

Strata Plan LMS 2195
2009 Proposed Maintenance Fee Schedule
January 1, 2009 – December 1, 2009 Inclusive

		2009 Proposed Fees					
Suite	Unit Entitlement	2008 Fees	Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	Total Fees
Kingsway							
7010	1316	355.07	201.69	16.19		180.08	397.96
7018	540	145.70	82.76	6.64		73.89	163.29
7020	544	146.78	83.38	6.69		74.44	164.51
7030	547	147.58	83.83	6.73		74.85	165.41
7040	837	225.83	128.27	10.30		114.53	253.10
7050	839	226.37	128.59	10.32		114.81	253.72
7060	858	231.50	131.49	10.56		117.41	259.46

7220 Greenford Avenue

201	962	250.38	147.43	11.84	102.07		261.34
202	922	239.97	141.31	11.34	97.82		250.47
203	911	237.11	139.62	11.21	96.65		247.48
204	909	236.60	139.32	11.18	96.44		246.94
205	908	236.33	139.16	11.17	96.34		246.67
206	909	236.60	139.32	11.18	96.44		246.94
207	909	236.60	139.32	11.18	96.44		246.94
208	929	241.80	142.38	11.43	98.56		252.37

7077 Beresford Street

201	856	222.80	131.19	10.53	90.82		232.54
202	779	202.75	119.39	9.58	82.65		211.62
203	842	219.15	129.04	10.36	89.33		228.73
204	645	167.88	98.85	7.94	68.43		175.22
205	737	191.82	112.95	9.07	78.19		200.21
206	737	191.82	112.95	9.07	78.19		200.21
207	645	167.88	98.85	7.94	68.43		175.22
301	856	222.80	131.19	10.53	90.82		232.54
302	779	202.75	119.39	9.58	82.65		211.62
303	842	219.15	129.04	10.36	89.33		228.73
304	645	167.88	98.85	7.94	68.43		175.22
305	736	191.57	112.80	9.05	78.09		199.94
306	736	191.57	112.80	9.05	78.09		199.94
307	645	167.88	98.85	7.94	68.43		175.22
401	856	222.80	131.19	10.53	90.82		232.54
402	779	202.75	119.39	9.58	82.65		211.62
403	842	219.15	129.04	10.36	89.33		228.73
404	645	167.88	98.85	7.94	68.43		175.22
405	736	191.57	112.80	9.05	78.09		199.94
406	736	191.57	112.80	9.05	78.09		199.94
407	645	167.88	98.85	7.94	68.43		175.22
501	856	222.80	131.19	10.53	90.82		232.54
502	779	202.75	119.39	9.58	82.65		211.62
503	842	219.15	129.04	10.36	89.33		228.73
504	645	167.88	98.85	7.94	68.43		175.22
505	736	191.57	112.80	9.05	78.09		199.94

Strata Plan LMS 2195
2009 Proposed Maintenance Fee Schedule
January 1, 2009 – December 1, 2009 Inclusive

		2009 Proposed Fees					
Suite	Unit Entitlement	2008 Fees	Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	Total Fees
506	736	191.57	112.80	9.05	78.09		199.94
507	645	167.88	98.85	7.94	68.43		175.22
601	856	222.80	131.19	10.53	90.82		232.54
602	779	202.75	119.39	9.58	82.65		211.62
603	842	219.15	129.04	10.36	89.33		228.73
604	645	167.88	98.85	7.94	68.43		175.22
605	736	191.57	112.80	9.05	78.09		199.94
606	736	191.57	112.80	9.05	78.09		199.94
607	645	167.88	98.85	7.94	68.43		175.22
701	856	222.80	131.19	10.53	90.82		232.54
702	779	202.75	119.39	9.58	82.65		211.62
703	842	219.15	129.04	10.36	89.33		228.73
704	645	167.88	98.85	7.94	68.43		175.22
705	736	191.57	112.80	9.05	78.09		199.94
706	736	191.57	112.80	9.05	78.09		199.94
707	645	167.88	98.85	7.94	68.43		175.22
801	856	222.80	131.19	10.53	90.82		232.54
802	779	202.75	119.39	9.58	82.65		211.62
803	842	219.15	129.04	10.36	89.33		228.73
804	645	167.88	98.85	7.94	68.43		175.22
805	736	191.57	112.80	9.05	78.09		199.94
806	736	191.57	112.80	9.05	78.09		199.94
807	645	167.88	98.85	7.94	68.43		175.22
901	856	222.80	131.19	10.53	90.82		232.54
902	779	202.75	119.39	9.58	82.65		211.62
903	842	219.15	129.04	10.36	89.33		228.73
904	645	167.88	98.85	7.94	68.43		175.22
905	736	191.57	112.80	9.05	78.09		199.94
906	736	191.57	112.80	9.05	78.09		199.94
907	645	167.88	98.85	7.94	68.43		175.22
1001	856	222.80	131.19	10.53	90.82		232.54
1002	779	202.75	119.39	9.58	82.65		211.62
1003	842	219.15	129.04	10.36	89.33		228.73
1004	645	167.88	98.85	7.94	68.43		175.22
1005	736	191.57	112.80	9.05	78.09		199.94
1006	736	191.57	112.80	9.05	78.09		199.94
1007	645	167.88	98.85	7.94	68.43		175.22
1101	856	222.80	131.19	10.53	90.82		232.54
1102	779	202.75	119.39	9.58	82.65		211.62
1103	842	219.15	129.04	10.36	89.33		228.73
1104	645	167.88	98.85	7.94	68.43		175.22
1105	736	191.57	112.80	9.05	78.09		199.94
1106	736	191.57	112.80	9.05	78.09		199.94
1107	645	167.88	98.85	7.94	68.43		175.22
1201	856	222.80	131.19	10.53	90.82		232.54
1202	779	202.75	119.39	9.58	82.65		211.62
1203	842	219.15	129.04	10.36	89.33		228.73
1204	645	167.88	98.85	7.94	68.43		175.22
1205	736	191.57	112.80	9.05	78.09		199.94

Strata Plan LMS 2195
2009 Proposed Maintenance Fee Schedule
January 1, 2009 – December 1, 2009 Inclusive

Suite	Unit Entitlement	2008 Fees	2009 Proposed Fees				Total Fees
			Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	
1206	736	191.57	112.80	9.05	78.09		199.94
1207	645	167.88	98.85	7.94	68.43		175.22
1301	856	222.80	131.19	10.53	90.82		232.54
1302	779	202.75	119.39	9.58	82.65		211.62
1303	842	219.15	129.04	10.36	89.33		228.73
1304	645	167.88	98.85	7.94	68.43		175.22
1305	736	191.57	112.80	9.05	78.09		199.94
1306	736	191.57	112.80	9.05	78.09		199.94
1307	645	167.88	98.85	7.94	68.43		175.22
1401	856	222.80	131.19	10.53	90.82		232.54
1402	779	202.75	119.39	9.58	82.65		211.62
1403	842	219.15	129.04	10.36	89.33		228.73
1404	645	167.88	98.85	7.94	68.43		175.22
1405	736	191.57	112.80	9.05	78.09		199.94
1406	736	191.57	112.80	9.05	78.09		199.94
1407	645	167.88	98.85	7.94	68.43		175.22
1501	856	222.80	131.19	10.53	90.82		232.54
1502	779	202.75	119.39	9.58	82.65		211.62
1503	842	219.15	129.04	10.36	89.33		228.73
1508	1384	360.22	212.11	17.03	146.84		375.98
1509	1384	360.22	212.11	17.03	146.84		375.98
1601	856	222.80	131.19	10.53	90.82		232.54
1602	779	202.75	119.39	9.58	82.65		211.62
1603	842	219.15	129.04	10.36	89.33		228.73
1608	1384	360.22	212.11	17.03	146.84		375.98
1609	1384	360.22	212.11	17.03	146.84		375.98
1701	856	222.80	131.19	10.53	90.82		232.54
1702	779	202.75	119.39	9.58	82.65		211.62
1703	842	219.15	129.04	10.36	89.33		228.73
1708	1384	360.22	212.11	17.03	146.84		375.98
1709	1384	360.22	212.11	17.03	146.84		375.98
1801	856	222.80	131.19	10.53	90.82		232.54
1802	779	202.75	119.39	9.58	82.65		211.62
1803	842	219.15	129.04	10.36	89.33		228.73
1808	1384	360.22	212.11	17.03	146.84		375.98
1809	1384	360.22	212.11	17.03	146.84		375.98
1901	856	222.80	131.19	10.53	90.82		232.54
1902	779	202.75	119.39	9.58	82.65		211.62
1903	842	219.15	129.04	10.36	89.33		228.73
1908	1384	360.22	212.11	17.03	146.84		375.98
1909	1384	360.22	212.11	17.03	146.84		375.98
2001	856	222.80	131.19	10.53	90.82		232.54
2002	779	202.75	119.39	9.58	82.65		211.62
2003	842	219.15	129.04	10.36	89.33		228.73
2008	1384	360.22	212.11	17.03	146.84		375.98
2009	1384	360.22	212.11	17.03	146.84		375.98
2101	856	222.80	131.19	10.53	90.82		232.54
2102	779	202.75	119.39	9.58	82.65		211.62
2103	842	219.15	129.04	10.36	89.33		228.73

Strata Plan LMS 2195
2009 Proposed Maintenance Fee Schedule
January 1, 2009 – December 1, 2009 Inclusive

2009 Proposed Fees							
Suite	Unit Entitlement	2008 Fees	Joint Fees	CRF Contribution	Residential Fees	Commercial Fees	Total Fees
2108	1384	360.22	212.11	17.03	146.84		375.98
2109	1384	360.22	212.11	17.03	146.84		375.98
PH1	856	222.80	131.19	10.53	90.82		232.54
PH2	779	202.75	119.39	9.58	82.65		211.62
PH3	842	219.15	129.04	10.36	89.33		228.73
PH8	1384	360.22	212.11	17.03	146.84		375.98
PH9	1384	360.22	212.11	17.03	146.84		375.98
1	876	228.01	134.25	10.78	92.94		237.97
TH2	914	237.90	140.08	11.24	96.97		248.29
3	877	228.26	134.41	10.79	93.05		238.25
4	767	199.64	117.55	9.44	81.38		208.37
5	741	192.86	113.56	9.12	78.62		201.30
6	879	228.78	134.72	10.81	93.26		238.79
7	912	237.37	139.77	11.22	96.76		247.75
8	886	230.60	135.79	10.90	94.00		240.69
9	771	200.68	118.16	9.49	81.80		209.45
10	751	195.47	115.10	9.24	79.68		204.02
11	886	230.60	135.79	10.90	94.00		240.69
12	907	236.07	139.00	11.16	96.23		246.39
13	878	228.53	134.56	10.80	93.15		238.51
14	775	201.71	118.78	9.53	82.23		210.54
15	743	193.39	113.87	9.14	78.83		201.84
Totals	135472	35312.51	20762.24	1666.65	13791.62	750.01	36970.52

**** PROXY ****

I (We) _____ being the registered Owner(s) of
Unit_____, "City Club on the Park", Strata Plan LMS-2195 hereby appoint
_____ as my / our Proxy Representative at the
Annual General Meeting of The Owners, Strata Plan LMS-2195 be held Thursday,
December 11th, 2008 at 7:00 PM in the Edmonds Community Centre, at 7282
Kingsway, Burnaby, BC. Discretionary authority is conferred on the proxy with respect
to such proposals or matters which may properly come before the meeting and at any
adjournment thereof.

SIGNED this _____ day of _____ 2008.

Owner(s)

****PLEASE NOTE****

The Strata Corporation will need to retain a copy of this form for their records. Please bring a photocopy to the meeting if you wish to retain a copy for your records.

MINUTES OF COUNCIL MEETING STRATA CORPORATION LMS 2195 City Club on the Park

November 11, 2008

This notice contains important information which may affect you. Please ask someone to translate it for you.

此通告刊載有可能影響閣下的重要資料。請找人爲你翻譯。

ਇਸ ਨੋਟਿਸ ਵਿਚ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਹੈ ਜੋ ਕਿ ਤੁਹਾਡੇ ਲਈ ਜ਼ਰੂਰੀ ਹੋ ਸਕਦੀ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਨੂੰ ਇਸ ਦਾ ਉਲੱਥਾ ਕਰਨ ਲਈ ਆਖੋ।

Thông báo này có tin tức quan trọng có thể ảnh hưởng đến quý vị. Xin nhờ người phiên dịch hộ.

Este aviso contiene información importante que puede afectarle personalmente. Pídale a alguien que se lo traduzca.

Ce document contient des renseignements importants qui pourraient vous concerner. Veuillez demander à quelqu'un de vous le traduire.

**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

Held: Tuesday November 11th, 2008 at 6:30 pm in the Party Room of the Residential Tower located at 7077 Beresford Street, Burnaby, BC

Present: Anthony Mendis President
Paula Anderson Vice-President
Sylvia Kovacikova Treasurer
Bernard Pelletier
Catherine Bieler-Lebrun
Vahidin Dubinovic
Rada Rebic

Lindsey Neville Bayside Property Services

Guest: Owner Bylaw Hearing

CALL TO ORDER

The meeting was called to order at 6:30 pm by Anthony Mendis, Strata Council President.

BY LAW HEARING

- a) Letters of complaint were received from an Owner alleging an illegal rental (a contravention of rental bylaws 9.1, 9.2, 9.3 and 9.4.) and unreasonable noise (a contravention of use bylaw 3.2). Council directed Bayside to write a letter to the Owner of the Suite and the Owner consented to attend a bylaw hearing in regard to the specific complaints.

The Owner was asked questions by Council in regard to both the noise complaint emanating from the suite, and to the identity of the new residents residing in the suite.

Evidently, a bird in a cage is responsible for the noise. To minimize any potential for noise transmission into neighboring suites, the Owner has moved the bird's cage as far away from neighboring suites as possible, and will place a cover on the bird's cage from 8:00 pm until 3:00 pm. Council felt this was a reasonable response, and asked Bayside to confirm with the complainant that the noise has been resolved.

Council also asked questions about the residents that have moved into this suite. The Owner showed Strata Council proof (with a passport) that the new residents are direct family members (Father/Child relationship) to an Owner of the suite, and according to the Strata Property Act, can therefore legally rent their suite. Council was satisfied with the proof presented, and the complaint is now resolved.

- b) At a previous Strata Council meeting, an Owner was alleged to have contravened Bylaw 3.12, which states: An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it to the garbage bin in the parkade. Council considered all of the available evidence and ruled that the Owner was in violation of the bylaw, and will be fined \$50.00 (6 votes in favor, 1 opposed - Catherine Bieler-Lebrun). Any future violation could result in the maximum fine of \$200.00.
- c) At a previous Strata Council meeting, an Owner was alleged to have contravened bylaw 10.3, which states: An Owner shall obtain the written approval of the Strata Council before making an alteration or addition to the Premises that involve any of the following: (h) Common Property, Common Assets or Limited Common Property. Council requested Bayside obtain additional information from the plumbing contractor, Latham's, in regard to the natural gas line feeding into this suite. From preliminary reports, it seems that the plumbing line was installed some time ago and possibly when City Club was built. If that is the case, Bayside was directed by Council to make the Owner an offer to settle this issue to the satisfaction of the Strata Corporation.

PREVIOUS MINUTES

It was moved, seconded (Anderson/Mendis) and carried unanimously to approve the minutes of the Council meetings held Tuesday, October 21st, 2008 and Thursday, October 23rd, 2008 as previously circulated.

RESIDENT CARETAKER REPORT

Tabled

BUSINESS ARISING FROM THE MINUTES

1. **Roofing Project:** The Roofing project is now complete. The warranty has been issued, and the 10% builder's lien holdback of \$11,898.08 has been issued to Marine Roofing, per the instructions of John Taylor, Roofing Consultant. As per the roofing resolution of the Special General Meeting, held on October 4th, 2006, all remaining funds from the Roofing Project will be transferred to the Contingency Reserve Fund.
2. **Loft Home Project:** The Warranty has been issued and the project is now complete with a final cost of \$84,651.00. This project was completed under the budget of \$100,000.00 passed as a resolution at the Special General Meeting held on April 10, 2008. Additionally, this resolution stated that any unused funds may be used for security gates leading up to the Loft Homes; and any unused funds from the security gates are to be transferred to the Contingency Reserve Fund.

At this time, Council Member Dino Dubinovic stepped out of the Council meeting, owing to a conflict of interest in regard to the awarding of the security gate contract.

Five competitive quotes were presented to Council by the Property Manager and, after extensive discussion, it was moved, seconded (Mendis/Kovacikova) and carried unanimously, to award the security gate installation contract to Dino Dubinovic, for the sum of \$4,200.00 (including GST). Of the five competitive quotes, Dino Dubinovic's quote was the lowest in price. Fifty percent of this contracted sum is to be granted at the beginning of this project, with the remainder payable upon completion of the contract.

3. **Awning Project:** Owing to an absence of interest from qualified Engineering firms, ~~this~~ project has been concluded at the direction of Strata Council.
4. **Drainage Project:** On Council's directive, Bayside consulted an experienced general contractor to perform moisture tests (inside 2 suites at the northern base of the residential tower) to ensure that exterior drainage repairs were successful. Moisture readings taken in one suite indicated an absence of moisture and therefore, in that suite the drainage project is concluded. Accurate moisture tests could not be taken in the second suite as it recently experienced a water over-flow. After this suite is sufficiently remediated from the water over-flow, Bayside was directed to consult with the same general contractor to perform moisture tests to ensure that the exterior drainage work done to this suite has been effective.
5. **Plumbing Items:** Bayside was directed to contact Latham's Plumbing to shut off a riser in order to effect plumbing repairs to a dishwasher in the residential tower.
6. **Antennae Proposal:** Bayside was instructed by Council to obtain a legal opinion from a lawyer with experience in negotiating Antennae proposals. At the cost of \$500.00, a legal opinion was obtained containing numerous items that the lawyer felt should be included in the contract, before the contract is considered by the Owners. Bayside was directed to submit a counter-offer to the Antennae Company, incorporating the suggestions offered by the Lawyer.
7. **Caretaker Contracts and Offer on Banked Time and Overtime from 2004:**
 - a) **Caretaker Contracts:** Bayside was instructed by Council to issue a deadline for the acceptance or rejection of the amended contracts for the Resident Caretakers.
 - b) **Resident Caretakers' Banked Time and Overtime:** Council discussed the Resident Caretakers' banked time and overtime from 2004 until the present time and the Resident Caretakers' contract. After extensive discussion it was moved, seconded (Anderson/Bieler-Lebrun) and carried (6 in favor, 0 opposed, 1 abstention) to:

Approve two weeks of payment (4% of gross annual pay holiday as per the 2005 Resident Caretakers' contract) to Radenko Knezevic for holiday time not taken in 2005 (\$950.82); and to include a payment of 4 hours for additional

time worked to November 11, 2008; in addition to the banked time in lieu of overtime granted in 2008 of 22 days.

Approve two weeks of payment (4% of gross annual pay holiday as per the 2005 Resident Caretakers' contract) to Mileva Knezevic for holiday time not taken in 2005 (\$713.00); in addition to the banked time in lieu of overtime granted in 2008 of 22 days.

This decision was based on the analysis of all 2005 expenditures provided by Crosby Management and Bayside Property Services; review of banked time sheets from 2004, 2005, 2006, 2007 and to November 11, 2008; and payments made to relief caretaker services in 2005, 2006, 2007 and 2008.

FINANCIAL REPORTS

1. **Financial Reports:** It was moved, seconded (Kovacikova/Dinodu) and carried unanimously to approve the Financial Reports for August, September, and October 2008, as prepared by Bayside's Accounting Department.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable Report as at November 11, 2008 and found it to be in order.

CORRESPONDENCE

1. A letter was received from an Owner regarding financial penalties resulting from a missed maintenance fee payment. Bayside was directed to assess fines in the amount of \$150.00 in accordance with the bylaws and issue a letter directing the Owner to pay the missed maintenance fee payment and penalties within 90 days.
2. A letter was received from an Owner regarding repayment of an insurance deductible. Council agreed to the proposal of repayment at \$200.00 per month. If this repayment plan is not adhered to every month, a further penalty of \$75.00 per month will be assessed.
3. A letter was received from an Owner in regard to parking infractions in the commercial loading zone. Bayside was directed to write a warning letter to a commercial owner advising them to direct their delivery vehicles not to park in the visitor parking area.
4. A signed indemnity agreement was received by Bayside from an Owner requesting permission to install laminate flooring. Council approved this request, and directed Bayside to instruct the resident caretaker to ensure that the installation utilizes the underlay specified in the indemnity agreement.

NEW BUSINESS


1. **2009 Annual Budget:** Bayside prepared a draft budget for fiscal year 2009. After extensive discussion and editing, the budget was approved by Council and will be forwarded to Owners as part of the Annual General Meeting documents. The Annual General Meeting is *tentatively* scheduled for Thursday December 11, 2008 at the Edmonds Community Center. Formal Notice to follow.
2. **Elevator Repairs:** ThyssenKrupp Elevator was consulted owing to the number of repairs recently necessitated by the tower elevators. The elevator cables to the #3 elevator have been replaced; minor repairs are scheduled for elevator #2, and both elevators should be back in service next week.
3. **Visitor Parking Gate:** The #1 ranked security recommendation made by the RCMP when they performed a security audit for City Club on the Park was that the visitor parking gate be shut 24 hours per day. After extensive discussion, it was moved, seconded (Mendis/Anderson) and carried unanimously that the visitor parking gate be shut 24 hours per day. A quote was obtained from Intercon Security, for the cost of creating an enterphone panel located next to the gate, that could be connected by cable to all the suites in the tower (including cameras) and would enable a suite owner to "buzz-in" and view vehicles entering the visitor parking gate. This quote, at approximately \$30,000.00 was deemed prohibitively expensive by Council, and it was decided that if Owners had visitors, they could come down to the visitor parking gate and open it with their key fob.
4. **Proxy Votes at General Meetings:** Upon advice given by Bayside, the Condominium Home Owners' Association, and leading strata lawyers, Council is advising Owners that employee's of the Strata Corporation, as per the Strata Property Act, cannot hold proxy votes at a Special or Annual General Meeting. Please be advised that any proxies designating an employee of the Strata Corporation or the Property Manager as a proxy vote will not be permitted to register at the upcoming Annual General Meeting.
5. **Security, Front Doors to Residential Tower:** The #2 ranked security recommendation made by the RCMP when they performed a security audit for "City Club on the Park" was that the front doors be made as secure as possible. It was moved, seconded (Mendis/Bieler-Lebrun) and carried unanimously to accept a quote from Accurate Glass for \$710.00 (plus GST) to supply and install two new pieces of custom stainless steel astrigals to the all glass doors at the front of the building to deter people from prying the door.
6. **Extra Meetings Bayside / Reimbursement to Property Manager:** The Property Manager informed Council that there were a total of 15 meetings held in 2008. The management contract that governs the relationship between City Club and Bayside specifies a total of 12 annual meetings. Extra meetings are billed at \$250 each and therefore, Bayside will invoice City Club \$750.00 plus GST to cover costs for the extra meetings. The Property Manager submitted an expense for the rental of a projector and screen for the Special General Meeting held April 10, 2008. Council agreed to reimburse the Property Manager for the expense incurred of \$134.40.

TERMINATION

There being no further business to discuss, the meeting was terminated at 8:55 pm on a motion by Anthony Mendis.

The President thanked all the members of Strata Council and the Property Manager for productive efforts, hard work and dedication in service to City Club on the Park in 2008.

The next meeting will be the Annual General Meeting, *tentatively* scheduled to be held on Thursday December 11th, 2008, at the Edmonds Community Centre, 7282 Kingsway, Burnaby, BC. Formal Notice to follow.



Lindsey Neville
Property Manager

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Recent recommendations to the Real Estate Regulations require a vendor to provide purchasers with copies of minutes. Please retain these minutes provided to you, at no cost, as replacement minutes will be subject to a fee.

MINUTES OF COUNCIL MEETING STRATA CORPORATION LMS 2195 City Club on the Park

October 23, 2008

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**ਇਸ ਨੋਟਿਸ ਵਿਚ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਹੈ ਜੋ ਕਿ ਤੁਹਾਡੇ ਲਈ ਜ਼ਰੂਰੀ ਹੋ
ਸਕਦੀ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਨੂੰ ਇਸ ਦਾ ਉਲੱਥਾ ਕਰਨ ਲਈ ਆਖੋ।**

**Thông báo này có tin tức quan trọng có thể ảnh hưởng đến quý vị. Xin
nhờ người phiên dịch hộ.**

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**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

Held: Thursday October 23rd, 2008 at 6:30 pm in the Party Room of the Residential Tower located at 7077 Beresford Street, Burnaby, BC

Present: Anthony Mendis President
Paula Anderson Vice-President
Bernard Pelletier
Catherine Bieler-Lebrun
Vahidin Dubinovic
Lindsey Neville Bayside Property Services

Regrets: Sylvia Kovacikova Treasurer
Rada Rebic

Guest: Rick Carlson, Manager, Cascadia Tower
Owner/Resident Bylaw Hearing

Guest Presentation

Council met with Mr. Rick Carlson, Site Manager for Cascadia Tower. Mr. Carlson represents AWS Mobile, a mobile telecommunications company that is building a network of cellular communication sites. Mr. Carlson explained that his client is interested in negotiating the installation of antennae on the roof-top of the residential tower at 7077 Beresford Street. After extensive discussion, Council and Cascadia Tower agreed to begin negotiating a contract, with the understanding that this agreement would have to be endorsed by the Owners at the upcoming AGM as a $\frac{3}{4}$ vote resolution as, in Council's opinion, a project of this kind would entail a "significant change in the use or appearance of common property" as stipulated by Section 71 of the Strata Property Act.

Mr. Carlson committed to a presentation and question and answer session at the upcoming Annual General Meeting.

CALL TO ORDER

The meeting was called to order at 6:30 pm by Anthony Mendis, Strata Council President.

- a) An Owner requested a hearing with Council in response to a chargeback levied for a water leakage from his suite onto the suite below; Council heard the evidence and view-points expressed by the Owner and a resident living in the Owners' suite and advised the Owner that they would be given due consideration.

- b) Further, the Owner requested a hearing to discuss the bylaw infraction and subsequent fine for a contravention of bylaw 10.3, which states:

An Owner shall obtain the written approval of the Strata Council before making an alteration or addition to the Premises that involve any of the following:

(h) Common Property, Common Assets or Limited Common Property in connection with a natural gas line feeding into an in-suite stove.

Council heard the evidence and view points expressed by the Owner and a resident in the Owners' suite and advised the Owner that their position would be given due consideration. The Owner agreed to let the Strata Corporation inspect the gas line in their suite to determine if there are any immediate safety concerns, and to view how the gas pipe is routed, and to try to determine when and how it was installed.

Council tabled their decision pending further review.

PREVIOUS MINUTES

It was moved, seconded (Anderson/Mendis) and carried unanimously to approve the minutes of the Council meeting held Thursday September 25th, 2008 as previously circulated.

RESIDENT CARETAKER REPORT

Presented in writing, and included: Parkade power washing now complete; key fob registration conducted recently; Fire inspections virtually complete with 12 fire extinguishers sent out for repair and now replaced; reported recent leak to the Property Management Company; drains on north side of tower now functional.

BUSINESS ARISING FROM THE MINUTES

1. **Roofing Project:** The warranty remains outstanding. Council directed Bayside to review the matter with the Roofing Consultant and Marine Roofing.
2. **Loft Home Project:** With the Loft Home project now complete it was moved, seconded (Mendis/Dubinovic) and carried unanimously to release the remaining 10% builder's lien holdback to Prostar Painting and Restoration Ltd. upon issue of the warranty.
3. **Awning Project:** The Engineering Awning companies approached by Bayside were not interested in quoting on the project in front of the residential tower. Bayside was directed to request one additional quote from a firm provided by Council.

4. **Drainage Project:** The drainage project on the outside of the Tower has been completed and Bayside was directed to obtain quotes for interior repairs to the suites at the northern base of the residential tower, if necessary.
5. **Plumbing Items:** Latham's Plumbing was called to auger a main drainage line leading to a second floor suite, and Pro-Carpet was asked to clean the carpets from the resultant water overflow. A leak from one suite down to another in the tower was assessed by Latham's plumbing as an "in-suite" malfunction of a bath tub overflow. The Owner of the defective bath tub will be fixing this problem with their own plumbing service and, as per the bylaws, both the initial charge for the plumbing company to inspect this issue and the repair charge to the drywall in the suite below will be charged back to the Owner with the "in-suite" malfunction. It was reported by the Resident Caretaker that a small water leak occurred in a Loft Home to a business underneath and that the Owners resolved the issue themselves.

All Owners – please note the following important items:

- a) **Contents/Improvements:** We take this opportunity to advise all Owners and residents that the Strata Corporation's insurance covers the building, carpeting etc., as per original construction. Owners must insure any improvements to these items (wallpapering, paneling, general up-grading etc.,) completed by yourself or the previous Owner as well as your personal effects and furniture, through your personal Homeowner's coverage. It is suggested that all Owners and residents complete an inventory of their personal contents and belongings to ensure that you are adequately insured. Most insurance agents will provide you with an inventory guide booklet to assist you with an inventory. It is well worth it – also, take pictures or a video of your unit – and keep same in another location along with your inventory list.
- b) **Owner Responsibility:** There have been two recent court cases that dealt with the issue of Owner versus Strata Corporation responsibility, one involving a leaking dishwasher and the other, a broken pipe in a wall solely contained within one strata lot. Each incident caused thousands of dollars of damage to that strata lot. In both cases the strata lot Owner, not the Strata Corporation or the Strata Corporation's insurer, was held responsible for paying for the repairs. Based on these cases, it is apparent that if the "thing that breaks" (dishwasher, clothes washer, hot water tank, etc.) is owned by an individual unit Owner or is within the boundaries of the strata lot, either the cost of repairing any resulting damage or the deductible for the Strata Corporation's insurance policy, will be the responsibility of that Owner. Owners should review your contents policy wording with your contents insurer to make sure that you have adequate protection under these circumstances.
- c) **Claim Possibility/Notification:** Please note that any leakage or seepage of water should be reported promptly to Bayside, to ensure efforts are made to minimize the loss, and to ensure the Strata Corporation has an opportunity to

make a claim with the insurance company. Such problems, if not reported, become repeated, ongoing leaks, and therefore may not be covered. The building's insurance normally covers incidents of leakage, but not those of a continuing nature.

6. **Gas Re-seller Contract:** With the recent global economic upheaval and fall in commodity prices, Bayside and future Councils were advised to monitor the long term price of natural gas and, when a floor price becomes apparent, to consider signing a medium-term contract.
7. **Garbage Can Cleaning Quote:** A sanitation company forwarded a quote to power wash the garbage containers in the tower; however, they will only do it on a monthly basis and for a monthly fee of \$120.00. Council feels that this is in an unacceptably high annual amount. The City of Burnaby was asked to exchange the dirty bin, and all residents are asked to securely bag and tie their waste to prevent spillage and minimize odour.

FINANCIAL REPORTS

1. **Financial Reports:** Tabled pending review by Treasurer.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable Report as at October 23, 2008 and found it to be in order.

CORRESPONDENCE

1. A letter was received from an Owner regarding a disruptive neighbor. This complaint cannot be pursued as a bylaw infraction as the Owner does not wish to be listed as a complainant. In order to register a bylaw complaint, the particulars of the complaint are required (time, date, nature, and identity of complainant) in order for the bylaw enforcement process to begin. Bayside was directed to inform the Owner that they can call the RCMP if the neighbor becomes disruptive again.
2. A letter was received from an Owner complaining about delivery vehicles being parked for short periods of time in her parking stalls. Bayside was directed to write to the Owner of a commercial unit advising that they must not use reserved parking spaces for delivery purposes.
3. A letter was received from an Owner regarding financial penalties resulting from a missed maintenance fee payment. Bayside was directed to discontinue assessing the monthly penalty of \$75.00 pending a repayment proposal from the Owner.
4. A letter was received from an Owner regarding dishwasher repairs. This will be acted upon as soon as practically possible, given the expense of shutting the water down to the tower.

NEW BUSINESS

1. **Security Gates for Loft homes:** Tabled until next meeting.
2. **Fire Safety System Deficiencies:** Council reviewed a quote for remediation of the remaining fire safety system deficiencies, including access to the six outstanding suites to test their fire safety systems, and to re-program a stand pipe flow switch zone. Bayside was directed by Council to chargeback these six Owners the cost for accessing and testing their suites.
3. **Bylaw infractions:** The following alleged bylaw infractions were noted:
 - a) A complaint was received from an Owner alleging an illegal rental. This would be a contravention of rental bylaws 9.1, 9.2, 9.3 and 9.4. Council directed Bayside to write a letter to this Owner asking them to attend a hearing on this issue scheduled for the next Council meeting.
 - b) A complaint was received from an Owner alleging unreasonable noise. This would be a contravention of use bylaw 3.2 (b). Council directed Bayside to write a letter to this Owner asking them to attend a hearing on this issue scheduled for the next Council meeting.

TERMINATION

There being no further business to discuss, the meeting was terminated at 9:00 pm on a motion by Anthony Mendis.

The next Council meeting is scheduled to be held on Tuesday November 11, 2008 at 6:30 pm in the Party Room of the Tower.



Lindsey Neville
Property Manager

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Recent recommendations to the Real Estate Regulations require a vendor to provide purchasers with copies of minutes. Please retain these minutes provided to you, at no cost, as replacement minutes will be subject to a fee.

Minutes of Council Meeting, Strata Corporation LMS-2195
City Club On The Park

Held: Tuesday, October 21st, 2008 at 6:00 PM in the Party Room of the Tower.
Present: Anthony Mendis President
Paula Anderson Vice-President
Sylvia Kovacikova Treasurer
Catherine Bieler-Lebrun
Dino Dubinovic
Bernard Pelletier
Rada Rebic
Lindsey Neville Bayside Property Services

CALL TO ORDER

The meeting was called to order at 7:03 PM by Council President Anthony Mendis. Strata Council went "in-camera" to discuss the following issues.

BUSINESS ARISING FROM THE MINUTES

1. **Resident Caretakers' Banked Time and Overtime:** Council met, reviewed and made the Resident Caretakers' an offer to settle outstanding holiday time and banked overtime from 2004 until October 21, 2008. If this offer is not accepted, then it may be brought to the AGM for the Owners' consideration.
2. **Resident Caretakers' Contract:** Were reviewed, edited and will be forwarded to the Resident Caretakers.

TERMINATION: There being no further business to discuss, the Meeting was terminated at 8:30 PM on a motion by Paula Anderson. The next Council Meeting is scheduled for Thursday, October 23, 2008 at 6:00 PM at the party room of the tower.

Lindsey Neville, Property Manager
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MINUTES OF COUNCIL MEETING STRATA CORPORATION LMS 2195

City Club on the Park

September 25, 2008

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ਸਕਦੀ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਨੂੰ ਇਸ ਦਾ ਉਲੱਥਾ ਕਰਨ ਲਈ ਆਖੋ।**

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**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

Held: Thursday September 25th, 2008 at 6:30 pm in the Party Room of the Residential Tower located at 7077 Beresford Street, Burnaby, BC

Present:	Anthony Mendis	President
	Paula Anderson	Vice-President
	Sylvia Kovacikova	Treasurer
	Catherine Bieler-Lebrun	
	Vahidin Dubinovic	
	Rada Rebic	
	Lindsey Neville	Bayside Property Services
	Radenko Knezevic	Resident Caretaker

Regrets: Bernard Pelletier

Guest:	Helga Cousins	Owner, Suite # 303, 7077 Beresford St.
	Laszlo Losonczi	ProStar Painting and Restoration Ltd.

LOFT HOME AREA INSPECTION BY STRATA COUNCIL

Council met with the Project Manager, Laszlo Losonczi, of ProStar Painting and Restoration Ltd., prior to the Council meeting, to review the Loft Home Painting and Repair Project. Council reviewed the site with the Contractor, and agreed that the Project was complete with no visible deficiencies. The Project Manager informed Council that the Warranty provided by Dow Corning had been issued.

Council also viewed the exhaust ducting of the renovated Sushi Restaurant, and found it to be consistent with the engineering drawings submitted by the Contractor; and, reviewed and found acceptable caulking work completed on a crack that may have been the source of a small water leak from a Loft Home patio into a business located beneath the Loft Homes on Kingsway Avenue.

CALL TO ORDER

The meeting was called to order at 6:30 pm by Anthony Mendis, Strata Council President.

GUEST BUSINESS

Helga Cousins, Owner of Suite # 303 - 7077 Beresford Street, had requested a hearing with Council in response to a bylaw infraction letter that was issued to her for contravention of Bylaw 3.12, which states:

“An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it to the garbage bin in the parkade”.

Tabled pending further review.

PREVIOUS MINUTES

It was moved, seconded (Anderson/Mendis) and carried unanimously to approve the minutes of the Council meeting held Thursday August 28th, 2008 as previously circulated.

RESIDENT CARETAKER REPORT

Tabled

BUSINESS ARISING FROM THE MINUTES

1. **Caretaker Contract:** Tabled to the next meeting.
2. **Holiday/Banked Time Calculations for Resident Caretakers:** Council is reviewing the outstanding vacation time and banked overtime hours from year 2004 until 2008.
3. **Roofing Project:** John Taylor, Roofing Consultant, informed Bayside that the roofing contractor has been in contact with the roofing membrane supplier, (Firestone) and that the roof warranty should be forthcoming pending a roof review by the supplier, contractor and roofing consultant.
4. **Loft Home Project:** Council has met with Prostar Painting and Restoration Ltd. and it was agreed that the project is complete. Prostar informed Council that the warranty has been supplied by Dow Corning. It was moved, seconded (Mendis/Dubinovic) and carried unanimously to release the remaining payment, less the 10% builder's lien holdback, upon issue of the warranty.
5. **Awning Project:** Bayside has requested quotes from four awning firms that provide structural engineering services. Two firms advised that they are not interested in pursuing this project, one firm bid \$16,000.00, and the other firm, while submitting a reasonable bid, will not obtain the necessary engineering services. Bayside has requested an additional quote from an engineering company that specializes in glass projects.

6. **Drainage Project:** The drainage project on the outside of the Tower has been completed and it was moved, seconded (Mendis/Anderson) and carried unanimously to accept the quote from All Home Services for \$650.00 to source and construct an access box to the drains adjacent to the outside of the Tower in order to test their drainage capability.
7. **Plumbing Items:** All three booster pumps in the main mechanical room are now in working order. Leaks necessitated the removal and repair of the main booster pump and the secondary pumps were serviced in place to take the increased load. The invoice has not yet been sent by PML Mechanical.
8. **Gas Re-seller Contract:** Direct Energy was requested to send a contract for Council's consideration. Bayside advised Council that the contract should be fully understood before approving it and that that three competitive bids should be considered. Council to review.
9. **Antennae Contract:** Council will commence negotiating a contract with AWS Mobile for a wireless communication site on the roof top of the tower at 7077 Beresford. AWS Mobile recommends that a resolution to accept this contract be considered at the Annual General Meeting. A $\frac{3}{4}$ vote resolution may be necessary, as this contract could be deemed to be a significant change in the use of Common Property (Strata Property Act, Section 71), and, if accepted, may result in a contract length of up to 30 years. The license fee would commence at \$15,000.00 per year, payable to LMS 2195, and escalate in price every 5 years.
10. **Bylaw Infractions:** The following bylaw infractions were decided by a Hearing of Council:
 - a) It was reported by the Fire Safety Contractor that Suite #205 Greenford Avenue has installed a natural gas stove. This is a contravention of bylaw 10.3, which states:

"An Owner shall obtain the written approval of the Strata Council before making an alteration or addition to the Premises that involve any of the following: (h) Common Property, Common Assets or Limited Common Property".

Individual Owners are not permitted to use un-metered common expense items, like natural gas, in their private suites.

The Owner of Suite # 205 was informed of the Council Hearing and did not represent his case in person or in writing. Council unanimously agreed to impose the maximum fine of \$200.00; and if this stove is not promptly replaced with an electrical stove, Council may seek a legal remedy.

- b) It was observed that Suite #1708 Tower has installed a satellite dish. This is a contravention of bylaw 10.2 which states:

"Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises."

The Owner of Unit #1708 Tower advised Council that a previous Council had granted permission to install a satellite dish (Minutes of April 12, 2007), with certain conditions. Bayside was instructed to direct the Building Manager to inspect the satellite dish to confirm that the original conditions have been adhered to.

- March 11/08*
11. **Plumbing Chargeback:** A ceiling leak was reported by the Owner of 7030 Kingsway. The leak was investigated by Latham's Plumbing, and the leak was found to originate in Suite # 205, Loft Homes. The gate valve serving Suite #205's dishwasher was found to be leaking, and temporarily fixed. A written recommendation by Latham's Plumbing specified that the dishwasher gate valve should be replaced. This recommendation was sent to the Owner of suite #205 and it was unanimously agreed by Council to charge the Latham's invoice back to the Owner of Suite #205, Loft Homes.

FINANCIAL REPORTS

1. **Financial Reports:** It was moved, seconded (Kovacikova/Mendis) and carried unanimously to approve the June and July 2008 Financial Statements as prepared by Bayside.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at September 25th, 2008 and found them to be in order.

CORRESPONDENCE

1. **Waiver of Late Fees:** A letter was received from an Owner requesting permission to waive their late fees from the Loft Home Special Levy; this request was denied by Council owing to the repeated reminders in the minutes.
2. **Letter sent to Owners/Residents of Loft Homes:** A letter was sent to the Owners/Residents of the Loft Homes informing them that the Loft Home Repair and Painting Project is complete and to refrain from attaching anything to the walls or soffit areas of the Loft Homes as any penetrations to the building envelope may void the warranty and result in a chargeback.
3. **Hearing Requested:** A representative for the Owner of Suite # 205, Loft Homes has requested a hearing for Strata Council to re-consider the chargeback cost of a

previously reported leak. Bayside was instructed to inform the Owner that a hearing will be made available at the next scheduled Council meeting to be held on Thursday October 23rd, 2008.

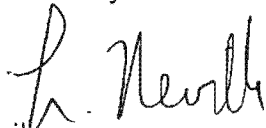
NEW BUSINESS

1. **Insurance Premium Increase:** The annual appraisal of LMS 2195, City Club on the Park, has resulted in an increase to the Insurance All Property Limit by \$3,604,900.00, for a new replacement cost total of \$42,428,900.00. The increase in value has resulted in an additional premium of \$2,761.00.
2. **Cleaning Garbage Bins:** Several complaints have been received about the excessive odor emanating from the garbage bin in the residential tower. The City of Burnaby has been notified, and informed Bayside that efforts will be made to obtain a replacement bin.

TERMINATION

There being no further business to discuss, the meeting was terminated at 9:00 pm on a motion by Anthony Mendis.

The next Council meeting is scheduled to be held on Thursday October 23rd, 2008 at 6:30 pm in the Party Room of the Tower.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

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MINUTES OF COUNCIL MEETING STRATA CORPORATION LMS 2195 City Club on the Park

August 28, 2008

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ਇਸ ਨੋਟਿਸ ਵਿਚ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਹੈ ਜੋ ਕਿ ਤੁਹਾਡੇ ਲਈ ਜ਼ਰੂਰੀ ਹੋ ਸਕਦੀ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਨੂੰ ਇਸ ਦਾ ਉਲੱਥਾ ਕਰਨ ਲਈ ਆਖੋ।

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**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

PLEASE NOTE THAT THE SPECIAL LEVY PAYMENT WAS DUE JUNE 1, 2008. IF YOU HAVE NOT YET PAID THIS SPECIAL LEVY PLEASE DO SO AT THE EARLIEST POSSIBLE TIME (as per the bylaws, a \$75.00 fine will be charged on outstanding Special Levy amounts per month, together with a per annum interest charge of 10%).

Held: Thursday August 28, 2008 at 6:30 pm in the Party Room of the Tower
7077 Beresford Street, Burnaby, BC

Present:	Anthony Mendis	President
	Paula Anderson	Vice-President
	Catherine Bieler-Lebrun	
	Vahidin Dubinovic	
	Rada Rebic	
	Lindsey Neville	Bayside Property Services
	Radenko Knezevic	Resident Caretaker

Regrets: Sylvia Kovacikova
Bernard Pelletier

Guest: Naveed Jivani Unit # 1708

GUEST BUSINESS

Naveed Jivani, representing his father, the Owner of Unit #1708, asked Strata Council for permission to rent Unit #1708 to Naveed's brother, a son of the Owner. According to Section 141 of the Strata Property Act, a rental is permissible to a family member. Therefore, it was moved/seconded (Rebic/Bieler-Lebrun) and carried to accept this rental, pending receipt of acceptable documentation proving family status.

Mr. Jivani also requested that Strata Council waive a penalty that had been applied to his account in regard to the Loft-home project Special Levy. Council denied this request owing to the extensive documentation of this Special Levy in a consecutive series of Minutes.

CALL TO ORDER

The meeting was called to order at 6:40 pm by Lindsey Neville, Bayside Property Services.

PREVIOUS MINUTES

It was moved/seconded (Anderson/Mendis) and carried unanimously to approve the minutes of the Council meeting held Thursday July 24th, 2008 as previously circulated.

RESIDENT CARETAKER REPORT

The Resident Caretaker reported the following:

- a) A pigeon abatement company has been contacted and will be erecting netting and spike belts on the roof of the Tower;
- b) three leaks will be repaired by Latham's which will necessitate the shutdown of water from the 12th floor to the penthouse for one day;
- c) A plumbing contractor will be replacing the defective Hot Water Tank on the tower as per Council's instructions;
- d) Certain items of responsibility between the resident caretaker and the landscaping company need clarification and Bayside was instructed by Council to review; and
- e) The re-certification of fobs is planned for the month of September; residents are advised to look for a notice sheet on when/how their security fobs will be re-certified.

BUSINESS ARISING FROM THE MINUTES

1. **Caretaker Contract:** Tabled to the next meeting.
2. **Holiday/Banked Time Calculations for Resident Caretakers:** Council is reviewing reported unused holiday and banked time for the Resident Caretakers dating back to 2004.
3. **Roofing Project:** John Taylor, Roofing Consultant, informed Bayside that the warranty has not been received after repeated requests from the roofing contractor. After pigeon remediation is complete, this project will effectively be completed.
4. **Loft Home Project:** The Loft Home Project repairs are now complete, and Prostar Painting and Restoration Ltd. is waiting for a period of dry weather to complete their painting. Bayside was instructed to obtain quotes for the removal and replacement of the fencing in front of the loft homes.
5. **Awning Project:** Bayside has consulted with an engineering company regarding this project. The engineering company confirmed that this project requires engineered structural drawings and a building permit from the City of Burnaby. Further, the engineering company recommended that an awning company with structural engineering services be retained. Bayside has contacted and requested quotes from four awning firms that provide structural engineering services.

6. **Drainage Project:** The drainage project on the outside of the Tower has been completed and the general contractor has recommended that the drains adjacent to the outside of the Tower be located and tested for their drainage capability.
7. **Plumbing Items:** Bayside received written notice from the building's plumbing contractor that the "Refractory" in the boilers have cracks and may need replacement. At the request of Council, Bayside contacted another contractor and the service technician suggested that the cracks have likely been in existence for some time and, after performing a test, indicated that the temperature loss was not significant. Bayside advised Council of an independent boiler inspection service at a nominal cost. Council decided that the situation be monitored with a boiler inspection, if necessary.
8. **Annual Fire Test:** A list of deficiencies has been forwarded to Bayside from Fire Code Plus Engineering Inc., including an invoice for \$8,233.35 for correction of deficiencies. It was moved/seconded (Mendis/Rebic) and carried to fund the repair of these deficiencies to the fire safety system from the Contingency Reserve Fund, and to charge back the cost of repairs or replacement of in-suite smoke detectors to individual Owners at the quoted cost of \$52.55 per unit, plus GST. There are 21 smoke detectors that need replacement. This deficiency work will be scheduled as soon as possible.

FINANCIAL REPORTS

1. **Financial Reports:** Tabled to the next meeting
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at August 28th, 2008 and found them to be in order. **Some Special Levy payments for the Loft Home project are still outstanding and, as per the bylaws, fines will be assessed in the amount of \$75.00 per month, plus interest at a rate of 10% per annum from the date when due until the date when paid.**

CORRESPONDENCE

1. **Rental Request:** A letter was received from an Owner requesting permission to rent their unit under hardship. Bayside had informed the Owner that a Strata Council Hearing could be convened, and requested additional information and documentation.
2. **Alteration Agreement:** A letter was received from the Owner of Suite #805 requesting permission to install laminate flooring. The Owner signed the alteration agreement as per the bylaws and Strata Council approved this application. The Resident Caretaker was requested to view the installation.

NEW BUSINESS

1. **Antennae Leasing Proposal:** AWS Mobile, a wireless communication company, has reviewed the Tower rooftop and submitted a proposal to construct an antennae and equipment for a wireless communication facility. Council will review the proposal.
2. **Bylaw Infractions:** The following bylaw infractions were noted:

- a) It was reported by the Fire Safety Contractor that Suite #205 Greenford Avenue has installed a natural gas stove. This is a contravention of bylaw 10.3, which states:

"An Owner shall obtain the written approval of the Strata Council before making an alteration or addition to the Premises that involve any of the following: (h) Common Property, Common Assets or Limited Common Property".

Individual Owners are not permitted to use utilize un-metered common expense items, like natural gas, in their private suites. Therefore, Council unanimously agreed to have Bayside issue a bylaw complaint letter to Unit #205, Greenford Avenue, advising them that the gas fuelled stove must be changed to an electrical stove within two weeks time.

- b) It was observed that Suite #1708 Tower has installed a Satellite dish. This is a contravention of bylaw 10.2 which states:

"Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises."

Council unanimously agreed to have Bayside issue a bylaw complaint letter to Unit #1708 Tower, advising them that the satellite dish must be removed in two weeks time.

- c) It was recorded by the video camera that the Owner of Suite #303, Tower, threw coffee grounds on the floor adjacent to the garbage bin in the parkade. This is a contravention of by law 3.12 which states:

"An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it in the Strata Corporation's garbage container".

Council unanimously agreed to have Bayside issue a bylaw complaint letter.

- d) Council unanimously agreed to have Bayside issue a letter outlining the provisions of the rental bylaws to the Owners of Suite #1406. It was observed that the occupants that are now moving out may have been illegal renters, and that illegal rentals are not permitted as per the bylaws.
3. **Pool Table/Party Room:** It was moved/seconded (Mendis/Rebic) and carried (3 votes in favour, 2 opposed) to approve the purchase of two new pool cues and re-felting of the pool table in the party room, to a maximum cost of \$600.00. Funding will be from the operating fund.
4. **Window Replacement Quote:** It was moved/seconded (Mendis/Rebic) and carried to accept the quote from Accurate Glass Ltd. in the amount of \$759.71 plus GST to replace a broken window in Unit #1301 from the outside off a bosun's chair.

TERMINATION

There being no further business to discuss, the meeting was terminated at 9:30 pm on a motion by Anthony Mendis.

The next Council meeting will be held at the Party room of the Tower at 6:30 p.m. on Thursday September 25th, 2008.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

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MINUTES OF COUNCIL MEETING STRATA CORPORATION LMS 2195 City Club on the Park

July 24, 2008

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**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

PLEASE NOTE THAT THE SPECIAL LEVY PAYMENT WAS DUE JUNE 1, 2008. IF YOU HAVE NOT YET PAID THIS SPECIAL LEVY PLEASE DO SO AT THE EARLIEST POSSIBLE TIME (as per the bylaws, a \$75.00 fine will be charged on outstanding Special Levy amounts per month, together with a per annum interest charge of 10%).

Held: Wednesday, July 24, 2008 at 6:30 pm in the Party Room of the Tower
7077 Beresford Street, Burnaby, BC

Present: Anthony Mendis President
Paula Anderson Vice-President
Sylvia Kovacikova Treasurer
Catherine Bieler-Lebrun
Bernard Pelletier
Vahidin Dubinovic
Lindsey Neville Bayside Property Services

Regrets: Rada Rebic

Guest: Jody Winder Direct Energy

GUEST BUSINESS

Jody Winder, Account Executive from Direct Energy - a natural gas marketing firm - was invited by the Council President to provide information to Council about private sector natural gas contracts and the services that Direct Energy offers. Direct Energy offers customers the possibility of contracting a long term, fixed price rate and quantity of natural gas. This would give City Club a fixed rate on Natural Gas if the prices go up substantially in next five years.

Natural gas is a significant expense to City Club – the budgeted amount for natural gas this year at City Club is \$100,000.

Ms. Winder gave Council a brief presentation, left some marketing information and committed to send Council a sample contract and specific proposal for LMS 2195 City Club, if requested.

CALL TO ORDER

The meeting was called to order at 6:40 pm by Lindsey Neville, Bayside Property Services.

PREVIOUS MINUTES

It was moved/seconded (Pelletier/Mendis) and carried unanimously to approve the minutes of the June 18th, 2008 Council meeting as previously circulated.

CARETAKER REPORT

The Caretaker reported that the roofing anchors on top of the residential tower have been re-certified and that the cracked window on the tower can now safely be replaced. He also reported that the enterphone data terminal used to compile information for the enterphone is badly worn and in need of replacement.

BUSINESS ARISING FROM THE MINUTES

1. **Caretaker Contract:** Tabled to the next meeting.
2. **Roofing Project:** John Taylor, Roofing Consultant, informed Bayside that the concrete application to the top of the tower and slope "butterfly" roof repairs are now complete. A small outstanding project including the installation of additional "cap" flashing and soffit replacement were directed by the Roofing Consultant to be completed by the end of this week. When the soffits are replaced, a pigeon abatement company will be contacted to remediate their roosting site underneath the soffits.
3. **Loft Home Project:** The Loft Home Project has commenced with power-washing, re-caulking areas around the windows, removal of stucco and repairs to columns. Prostar Painting and Restoration Ltd. has advised Council that repairs over and above those outlined in the scope of work have been found after opening the columns; therefore, it was moved, seconded (Mendis/Anderson) and carried unanimously to authorize additional funds in the amount of \$10,140.00 plus GST, as per the quote from Prostar Painting and Restoration Ltd. The Loft Home Project remains within the original budgeted amount.
4. **Awning Project:** The awning project has been delayed as a result of the inaction by the engineering firm, as recommended by the awning contractor, which has not submitted the engineering specifications and drawings to the City of Burnaby in order to obtain the building permit. After numerous attempts by Bayside to communicate with the engineering firm and obtain the drawings, progress was not demonstrated by the engineering firm. It was moved, seconded (Kovacikova/Mendis) and carried to terminate the services of the engineering firm owing to non-performance, and to authorize Bayside to engage another Engineering firm to create the engineering specifications and drawings.
5. **Drainage Project:** The general contractor will be starting work on this project immediately.
6. **Plumbing Items:** Several emergency plumbing issues have recently arisen, including the replacement of a hot water boiler serving the Loft-homes, an emergency auguring of the main drainage line from the residential tower and replacement of an impeller from a leaking pump located at the top of the residential tower. It was moved, seconded (Dubinovic/Anderson) and carried to approve the funds to replace the Loft home boiler in the amount of \$1,845.00 including GST by Drago's Plumbing & Heating Supply and Service, and to pay the invoice from Latham's plumbing company for the drainage auguring and impeller replacement in the amount of \$2,916.14, and to finance these emergency repairs from the Contingency Reserve Fund. Note that the emergency drainage auguring occurred prior to the installation of the "clean-out" on the main drainage line; camera inspection of the drain blockage and hydroflush of the drain line.

7. **R.C.M.P. Security Recommendations:** Constable McKeddie of the R.C.M.P. neighborhood policing detachment toured the building and grounds of City Club with the Property Manager and Building Manager and gave a series of recommendations that the Property Manager forwarded to Council. Bayside was directed to obtain quotes for these security items and to forward them to Council for their review and consideration. Bayside and the Council would like to express gratitude to the local R.C.M.P. detachment for their time and advice.
8. **Annual Fire Test:** Fire Code Plus Engineering Inc. recently conducted their annual fire testing to the common property and in-suite devices. A list of deficiencies has been forwarded to Bayside and Council, including an invoice for \$8,233.35 for correction of deficiencies. Council directed Bayside to obtain a unit cost breakdown on some of these deficiencies, in order to charge the work back to the unit Owner(s), e.g. the cost of replacing in-suite fire detectors.

FINANCIAL REPORTS

1. **Financial Reports:** It was moved/seconded (Kovacikova/Anderson) and carried unanimously to approve the May 2008 financial statements.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at July 24th, 2008 and found them to be in order. Some Special Levy payments for the Loft Home project are still outstanding and, as per the bylaws, fines will be assessed in the amount of \$75.00 per month, plus interest at a rate of 10% per annum from the date when due until the date when paid.

CORRESPONDENCE

1. **Rental Request:** A letter was received from an Owner requesting to rent out their suite. Bayside informed the Owner that the bylaws allow 15 units to be rented, and that currently City Club is at the maximum number of suites permitted to be rented out (bylaw 9.1). Therefore, the Owner's request was denied. Bayside sent the Owner a copy of the rental bylaws and advised the Owner to present their case in writing to Strata Council if their situation involves hardship.
2. **In-suite Bicycle Storage Request:** A letter was received from an Owner requesting in-suite storage for their bicycle. Strata Council denied this request as per bylaw 12.3 which states: No Owner, Tenant, Occupant, or Invitee shall store a bicycle or tricycle on any part of the premises except: a). on that part of the Common Property shown for the purpose of bicycle storage on the Strata Plan; or, b). In a Storage Locker. The rationale for this bylaw is to prevent undue wear and tear from dirt and grease on the carpeted common property. Bayside was instructed to write a letter informing the Owner of Strata Council's decision.
3. **Window Washing Request:** A letter was received from an Owner requesting that the windows be cleaned on the residential tower. Council will defer the decision to allocate the funds to clean windows until the roofing and other projects are completed and the budgetary position of the Strata can be more fully determined. A quote has been received and a complete Strata window washing is approximately \$4,000.00.

NEW BUSINESS

1. **Carpet Cleaning:** Bayside had been instructed to obtain quotes for carpet cleaning of the residential tower common areas adjacent to the elevators. It was moved/seconded (Dubinovic/Kovacikova) to accept the lowest bid submitted from Well Done Carpet Cleaning & Janitorial Services for a total of \$1,260 including GST.
2. **Fire Panel:** A heat trace sensor from the P2 parkade is malfunctioning periodically, and sending a signal to the fire panel. When this happens, the alarm monitoring company is notified which in turn notifies Bayside, who notifies the Building Manager, who has been delegated by a previous strata council the authority to re-set the panel. Because this malfunction is happening more frequently, Bayside contacted P & P Fire Safety Services to attend the building and examine the fire panel. In the opinion of P&P Fire Safety, this fault does not jeopardize the operation of the fire protection equipment. While inconvenient, this fault may be expensive to remediate, and must be monitored.

TERMINATION

There being no further business to discuss, the meeting was terminated at 9:40 pm on a motion by Anthony Mendis.

The next Council meeting will be held at the Party room of the Tower at 6:30 p.m. on August 28th, 2008.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

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MINUTES OF COUNCIL MEETING STRATA CORPORATION LMS 2195 City Club on the Park

June 18, 2008

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**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

PLEASE NOTE THAT THE SPECIAL LEVY PAYMENT WAS DUE JUNE 1, 2008. IF YOU HAVE NOT YET PAID THIS SPECIAL LEVY PLEASE DO SO AT THE EARLIEST POSSIBLE TIME (as per the bylaws, a \$75.00 fine will be charged on outstanding Special Levy amounts per month, together with a per annum interest charge of 10%).

Held: Wednesday, June 18th, 2008 at 6:30 pm in the Party Room of the Tower
7077 Beresford Street, Burnaby, BC

Present: Anthony Mendis President
Sylvia Kovacikova Treasurer
Catherine Bieler-Lebrun
Bernard Pelletier
Vahidin Dubinovic

Lindsey Neville Bayside Property Services

Regrets: Paula Anderson Vice-President
Rada Rebic

Guest: Staff Sergeant John Buis District Commander, R.C.M.P.

GUEST BUSINESS

Staff Sergeant John Buis, of the Burnaby R.C.M.P, District Commander and Supervisor of the local Community Police Office, gave a presentation to Council highlighting ways in which to improve security to the building.

Ideas that Staff Sergeant Buis provided to Council included: having a police officer tour the grounds and building with the Property Manager to assess ways in which to improve the physical security of the building; providing "Citizen's Complaint" forms in the Resident Caretaker's Office (and attached to the minutes) so that any incident is documented and then forwarded to the local Community Police Office; an assessment of incidents that have occurred in City Club over the past year (approximately 10 incidents - generally vehicle related) and are comparable in number to other buildings in the area; the importance of residents informing the Resident Caretaker when they lose or misplace FOB Keys (so their code can be deactivated); never leave ANY valuables, including your garage door opener or loose change, in your car; to always stop your vehicle and wait for the garage door to close.

Staff Sergeant Buis welcomed any participation from City Club residents in the local Community Police Advisory Committee Board. This Board meets once per month and provides community concerns and feedback to the local Community Police Detachment.

CALL TO ORDER

The meeting was called to order at 6:45 pm by Lindsey Neville, Bayside Property Services.

PREVIOUS MINUTES

It was moved/seconded (Kovacikova/Mendis) and carried unanimously to approve the minutes of the May 21st, 2008 Council meeting as previously circulated.

BUSINESS ARISING FROM THE MINUTES

1. **Penthouse Carpet Replacement:** The carpet has now arrived and will be installed on Wednesday June 25th, 2008, at 8:00 a.m.
2. **Caretaker Contract:** Tabled to the next meeting.
3. **Roofing Project:** John Taylor, Roofing Consultant, informed Bayside that the majority of tasks were now complete with the largest outstanding job being the concrete application to the top of the tower. This application will need several consecutive days of sunny weather to proceed.
4. **Loft Home Project:** A letter has been received from Pro Star Painting and Restoration Ltd. stating that the project will start on June 18th, 2008 with power-washing the exterior of the Loft Homes and re-caulking areas around the windows. The majority of the work will commence in July, as weather permits. Bayside has requested that Pro Star Painting and Restoration Ltd. take all appropriate safety precautions for the duration of this project.
5. **Awning Project:** Bayside expressed frustration at the progress of this project. Council instructed Bayside to communicate to the Awning Company that demonstrated progress is necessary by next month or another Contractor will be considered.
6. **Drainage Project:** The General Contractor is ready to start work on this project, but will need one week of consecutive dry weather before commencing. Council instructed Bayside to investigate drainage related issues in Suite # 201.
7. **Plumbing Items:** Council considered several plumbing issues that have recently arisen, and it was moved/seconded (Mendis/Kovacikova) and carried to approve the necessary funds from the operating fund to replace a Hot Water Tank in the Tower Mechanical Room which has developed a leak (\$5,799.00 plus GST), repair the Tower's two water boilers as their heat exchangers are partially plugged (\$2,400.00 plus GST), and to augur the main drainage line from the Tower as it has been

backing up, and to install a "clean-out" access pipe so that auguring this drain can be more efficiently performed in the future (\$2150.00 plus GST).

8. **Quotes for "Pushbar" Door Handles:** The cost to replace door handles with "pushbar" handles is approximately \$450.00 to \$500.00, including installation. This item was tabled pending further review.
9. **Quotes for Powerwashing/Curb Replacement:** Tabled pending further review.
10. **Outstanding Insurance Claim:** It was moved/seconded (Mendis/Bieler-Lebrun) and carried to charge back the insurance deductible to a unit Owner for an outstanding insurance claim resulting from a water leak. The deductible for water damage under the Strata Insurance policy is \$5,000.00.

Owner Responsibility: There have been two recent court cases that dealt with the issue of Owner versus Strata Corporation responsibility, one involving a leaking dishwasher and the other, a broken pipe in a wall solely contained within one strata lot. Each incident caused thousands of dollars of damage to that strata lot. In both cases the strata lot Owner, not the Strata Corporation or the Strata Corporation's insurer, was held responsible for paying for the repairs. Based on these cases, it is apparent that if the "thing that breaks" (dishwasher, clothes washer, hot water tank, etc.) is owned by an individual unit Owner or is within the boundaries of the strata lot, either the cost of repairing any resulting damage or the deductible for the Strata Corporation's insurance policy, will be the responsibility of that Owner. Owners should review your contents policy wording with your contents insurer to make sure that you have adequate protection under these circumstances.

FINANCIAL REPORTS

1. **Financial Reports:** It was moved/seconded (Kovacikova/Bieler-Lebrun) and carried to approve the April 2008 financial statement.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at June 18th, 2008 and found them to be in order. The \$60,000.00 Special Levy for the Loft Home project was due and payable on June 1st, 2008. To date, \$40,000.00 has been collected and \$20,000.00 remains outstanding. As per the bylaws, a fine will be levied of \$75.00 per month, plus overdue fees shall bear interest at a rate of 10% per annum, from the date when due until the date when paid.

CORRESPONDENCE

None to report

NEW BUSINESS

1. **Financial Analysis - 2008 Budget** Bayside informed Council that there have been significant increases in the price of both Natural Gas (possibly as high as 22%) and Electricity (possibly an increase of 8%) in 2008. Both of these commodities

represent significant components of the annual budget and Owners are reminded to conserve energy whenever possible.

2. **Annual Fire Test:** Fire Code Plus Engineering has scheduled the annual fire test on July 15th, 16th, 17th, and 18th, 2008 (from 3pm to 7 pm within suites). There will be notices posted, and a call-back date for those Units not covered in the original inspection.

TERMINATION

There being no further business to discuss, the meeting was terminated at 9:15 pm on a motion by Anthony Mendis.

The next Council meeting is scheduled to be held on Thursday July 24th, 2008 at 6:30 pm in the party room of the Residential Tower.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

Sperling Plaza, Suite 100, 6400 Roberts Street, Burnaby, BC, V5G 4C9

Direct: 604-629-8756

Office: 604-432-7774 (24 Hours – after hours, emergencies only please)

Fax: 604-430-2698

Email: lneville@baysideproperty.com

Recent recommendations to the Real Estate Regulations require a vendor to provide purchasers with copies of minutes. Please retain these minutes provided to you, at no cost, as replacement minutes will be subject to a fee.

SOUTHEAST BURNABY COMMUNITY POLICING



Community Police Office

7191 Arcola Way. Burnaby
Monday to Friday 08:30 am - 4:30 pm
phone 604-656-3275 / fax 604-656-3276



CITIZEN'S COMPLAINT FORM

This form may be used to bring a complaint or concern to the attention of the Southeast Community Police Office.

This does NOT replace the need to contact the police when an incident occurs.

EMERGENCY If you feel your complaint is an emergency please CALL 911 immediately. The operator will advise you how to proceed

URGENT Where your concern requires a timely response or the presence of a police officer is required, call the RCMP non emergency number at 604-294-7922

NON-URGENT For non-urgent or ongoing concerns you may complete this form and return to the address shown on the backside of this form OR call the Southeast Community Police Office at 604-656-3275

SECTION ONE (optional)

Name:	Home Phone:
Address:	
Do you wish to be contacted with the results:	Yes No

SECTION TWO

Location of offence:
List Concern(s) / Complaint(s): (ie prostitution, drugs, traffic, violence etc)

SECTION TWO con't

Page 2 of 2

Brief explanation of situation (please provide license plates, names, descriptions, facts)

SECTION THREE

Desired Results: (How would you like this situation resolved?)

Return this form to:
Southeast District Community Police Office, 7191 Arcola Way, Burnaby, BC

MINUTES OF COUNCIL MEETING STRATA CORPORATION LMS 2195 City Club on the Park

May 21, 2008

This notice contains important information which may affect you. Please ask someone to translate it for you.

**此通告刊載有可能影響閣下的重要資料。請找人為你翻譯。
ਇਸ ਨੋਟਿਸ ਵਿਚ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਹੈ ਜੋ ਕਿ ਤੁਹਾਡੇ ਲਈ ਜ਼ਰੂਰੀ ਹੋ
ਸਕਦੀ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਨੂੰ ਇਸ ਦਾ ਉਲੱਥਾ ਕਰਨ ਲਈ ਆਖੋ।**

**Thông báo này có tin tức quan trọng có thể ảnh hưởng đến quý vj. Xin
nhờ người phiên dịch hộ.**

**Este aviso contiene información importante que puede afectarle personalmente. Pídale
a alguien que se lo traduzca.**

**Ce document contient des renseignements importants qui pourraient vous concerner.
Veuillez demander à quelqu'un de vous le traduire.**

**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

PLEASE NOTE THAT THE SPECIAL LEVY PAYMENT IS DUE JUNE 1, 2008 (See attached documents for amounts and payment options).

Held: Wednesday, May 21st, 2008 at 6:00 pm in the Party Room of the Tower
7077 Beresford Street, Burnaby, BC

Present:	Anthony Mendis	President
	Paula Anderson	Vice-President
	Sylvia Kovacikova	Treasurer
	Catherine Bieler-Lebrun	
	Bernard Pelletier	
	Rada Rebic	
	Vahidin Dubinovic	
	Lindsey Neville	Bayside Property Services
	Radenko Knezevic	Resident Caretaker

CALL TO ORDER

The meeting was called to order at 6:18 pm by Lindsey Neville, Bayside Property Services.

PREVIOUS MINUTES

It was moved/seconded (Pelletier/Bieler-Lebrun) and carried unanimously to approve the minutes of the April 16th and April 28th 2008 Council meetings with one amendment to reflect the correct spelling of the name of Council Member Rada Rebic.

CARETAKERS REPORT

Caretaker Radenko Knezevic presented a verbal report to Council as follows:

One of the four hot water tanks located at the top of the tower has developed a leak, and has been turned off. Bayside was instructed to obtain quotes for its replacement.

A new vacuum cleaner is needed. It was moved, seconded (Mendis / Kovacikova) to purchase a professional model, upright vacuum cleaner at a cost of up to \$650.00.

The tower carpets need steam cleaning and Bayside was instructed to obtain quotes.

A relief caretaking service will handle janitorial duties during the Resident Caretakers' holiday.

BUSINESS ARISING FROM THE MINUTES

1. **Resident Caretaker Contract:** This item was tabled to a future meeting.
2. **Penthouse Carpet Replacement:** Three quotes were received for replacement of the Penthouse carpet, and it was moved/seconded (Bieler-Lebrun / Rebic) and carried to accept the lowest bid of \$1,994.84. Funding will be from the deficiency holdback on the Roofing Project.
3. **Handicapped Parking Request:** A request had been received from a resident in the tower asking for an additional handicapped parking stall outside the tower entrance. It was moved, seconded (Kovacikova / Anderson) and carried to change the designation on a visitor parking stall to a handicapped stall.
4. **Tower Window Replacement:** Replacement glass has been ordered and will be installed pending the re-certification of the roof anchors on the top of the tower.
5. **Re-certification of Roof Anchors:** The roof anchors need to be re-certified annually. This ensures the safety of any contractor (window cleaners, dryer vent cleaners, glass replacement companies) that has to perform work on the outside of the tower. Re-certification has been ordered, until such time as the roofing anchors pass the re-certification process, no contractors will be allowed to use the anchors.
6. **Commercial Renovation Project:** Concern was noted by Council on the noise, debris and accidental cutting of the fire alarm cable at the commercial renovation project. As per the bylaws, all expenses incurred as a result of renovation or alteration will be charged back to the Owner.
7. **Roofing Project:** John Taylor, Roofing Consultant, informed Bayside that the last remaining jobs on the tower roof should be completed in June.
8. **Loft Home Project:** After extensive debate, it was moved, seconded (Mendis / Pelletier) and carried by a vote of 5 in favor, 2 opposed (noted for the minutes as Paula Anderson & Catherine Bieler-Lebrun) to accept the quote from Prostar Painting and Remediation to repair and paint the loft homes. Council was advised that Bayside does not have the construction expertise to serve as project manager, and recommended to Council that a project manager be retained to manage the Loft Home project.
9. **Awning Project:** It was recommended by the contractor that a supplier's engineer be retained to produce the blue-prints necessary to submit the construction specifications and drawings for the awnings to the City of Burnaby for approval. Written documentation has not been forthcoming and Bayside was directed to contact the Awning Contractor for a project update with timelines for completion.
10. **Landscaping Contractor:** Council had favorable feedback for the quality of work undertaken by the new landscaping company. They have been asked to submit a quote for the removal of some problem trees on the complex.

FINANCIAL REPORTS

1. **Financial Reports:** Approval of the April financial statement was tabled to give the Treasurer additional time for review.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at May 21st, 2008 and found them to be in order.

CORRESPONDENCE

No correspondence was received at the time of this meeting

NEW BUSINESS

1. **Door Passageway Push Bars:** A Council member felt that elderly people and handicapped people would find it easier to open the metal fire doors in the parkade if the doors had push bars rather than handles. Bayside was instructed to obtain quotes on the cost of replacing handles with push bars.
2. **Dryer Vents:** Bayside was instructed to obtain quotes for cleaning the dryer vents as part of a preventative maintenance program.
3. **Emergency Procedures:** A Council member inquired about emergency procedures. The Property Manager replied that Bayside provides full year, 24 hour emergency coverage for the building which includes an on-call Property Manager with contact information for all Council members, Owners and contractors dealing with the building. The Property Manager requested that the Resident Caretaker change the notice on the tower office door to reflect that emergency services are provided by Bayside after 5 pm on weekdays and weekends. During an emergency Bayside needs to secure on-site access, so they will either call the Resident Caretaker, or members of the Strata Council, who have keys for the mechanical rooms in the building. The Property Manager requested that the Resident Caretaker provide keys to the building's front doors and mechanical rooms to the plumbing contractor.
4. **Drainage Project:** At the Special General Meeting held on April 10th, 2008, Special Resolution # 4 was approved authorizing the expenditure of up to \$20,000.00 from the Contingency Reserve Fund to address the drainage problems at the base of the tower. After extensive discussion, it was moved, seconded (Anderson / Mendis) and carried to award the contract to Art Bowles Construction in the amount of \$14,500.00 + tax to repair the exterior and interior damage from inadequate drainage.
5. **Security:** Council discussed the recent break-ins and steps that can be taken to increase security through additional cameras, improved hardware and uniformed

response from a security company. Owners are advised that they can directly improve the security of the building by not allowing access to anyone who does not have a key. **Furthermore, the bylaws state that: No Owner, Tenant, Occupant or Invitee shall: leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance.** Security cameras monitor the entrance and parkade areas. Failure to comply with this by-law may result in a fine of \$200.00.

6. **Plumbing Contract:** Concern was raised by some Council members that the new Plumbing contract does not have the coverage given by the previous "comprehensive" plumbing contract. After review of the previous contract's exclusion policy and invoices received during the past year, it was apparent that the previous policy, while labeled "comprehensive" was actually not comprehensive.
7. **Leaking Recirculation Tank:** Bayside was instructed to obtain quotes for the replacement of a leaking 10 gallon recirculation tank in the main boiler room.
8. **Outstanding Insurance Claims:** Bayside brought to Council's attention two outstanding insurance claims for water damages. Bayside was instructed to pay the contractor all monies owed and, in one claim, to charge back the insurance deductible to the Owner, and to obtain additional information from the insurance adjustor to help Council determine if the other deductible will be charged back to the Owner.

All Owners – please note the following:

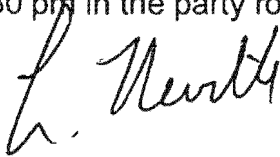
- a) **Owner Responsibility:** There have been two recent court cases that dealt with the issue of Owner versus Strata Corporation responsibility, one involving a leaking dishwasher and the other, a broken pipe in a wall solely contained within one strata lot. Each incident caused thousands of dollars of damage to that strata lot. In both cases the strata lot Owner, not the Strata Corporation or the Strata Corporation's insurer, was held responsible for paying for the repairs. Based on these cases, it is apparent that if the "thing that breaks" (dishwasher, clothes washer, hot water tank, etc.) is owned by an individual unit Owner or is within the boundaries of the strata lot, either the cost of repairing any resulting damage or the deductible for the Strata Corporation's insurance policy, will be the responsibility of that Owner. Owners should review your contents policy wording with your contents insurer to make sure that you have adequate protection under these circumstances.
9. **Powerwashing the Parkade:** Tabled to the next meeting.

10. **Curb Replacement Outside the Tower:** Tabled to the next meeting pending further quotes.
11. **Emergency Expenses:** The Property Manager reported to Council that he had, through his authority to make purchases under \$500.00, authorized the Resident Caretaker to make emergency repairs to a door after a break-in, and purchased an area carpet that can be used at the tower during the remainder of the roofing project, and as a mat during the rainy season.

TERMINATION

There being no further business to discuss, the meeting was terminated at 8:45 pm on a motion by Vahidin Dubinovic.

The next Council meeting is scheduled to be held on Wednesday, June 18th, 2008 at 6:30 pm in the party room of the Residential Tower.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

Sperling Plaza, Suite 100, 6400 Roberts Street, Burnaby, BC, V5G 4C9

Direct: 604-629-8756

Office: 604-432-7774 (24 Hours – after hours, emergencies only please)

Fax: 604-430-2698

Email: lneville@baysideproperty.com

Recent recommendations to the Real Estate Regulations require a vendor to provide purchasers with copies of minutes. Please retain these minutes provided to you, at no cost, as replacement minutes will be subject to a fee.

Strata Plan LWS 2195
Approved Special Levy \$60,000
Due June 1, 2008

Suite	Unit Entitlement	Special Levy
-------	---------------------	-----------------

Kingsway

7010	1316	582.85
7018	540	239.16
7020	544	240.94
7030	547	242.26
7040	837	370.70
7050	839	371.59
7060	858	380.00

7220 Greenford Avenue

201	962	426.07
202	922	408.35
203	911	403.48
204	909	402.59
205	908	402.15
206	909	402.59
207	909	402.59
208	929	411.45

7077 Beresford Street

201	856	379.12
202	779	345.02
203	842	372.92
204	645	285.67
205	737	326.41
206	737	326.41
207	645	285.67
301	856	379.12
302	779	345.02
303	842	372.92
304	645	285.67
305	736	325.97
306	736	325.97
307	645	285.67
401	856	379.12
402	779	345.02
403	842	372.92
404	645	285.67
405	736	325.97
406	736	325.97
407	645	285.67
501	856	379.12
502	779	345.02
503	842	372.92
504	645	285.67
505	736	325.97
506	736	325.97
507	645	285.67
601	856	379.12
602	779	345.02
603	842	372.92
604	645	285.67
605	736	325.97
606	736	325.97

Strata Plan LMS 2195
Approved Special Levy \$60,000
Due June 1, 2008

Suite	Unit Entitlement	Special Levy
607	645	285.67
701	856	379.12
702	779	345.02
703	842	372.92
704	645	285.67
705	736	325.97
706	736	325.97
707	645	285.67
801	856	379.12
802	779	345.02
803	842	372.92
804	645	285.67
805	736	325.97
806	736	325.97
807	645	285.67
901	856	379.12
902	779	345.02
903	842	372.92
904	645	285.67
905	736	325.97
906	736	325.97
907	645	285.67
1001	856	379.12
1002	779	345.02
1003	842	372.92
1004	645	285.67
1005	736	325.97
1006	736	325.97
1007	645	285.67
1101	856	379.12
1102	779	345.02
1103	842	372.92
1104	645	285.67
1105	736	325.97
1106	736	325.97
1107	645	285.67
1201	856	379.12
1202	779	345.02
1203	842	372.92
1204	645	285.67
1205	736	325.97
1206	736	325.97
1207	645	285.67
1301	856	379.12
1302	779	345.02
1303	842	372.92
1304	645	285.67
1305	736	325.97
1306	736	325.97
1307	645	285.67
1401	856	379.12
1402	779	345.02
1403	842	372.92
1404	645	285.67
1405	736	325.97
1406	736	325.97
1407	645	285.67

Approved Special Levy \$60,000

Due June 1, 2008

Suite	Unit Entitlement	Special Levy
1501	856	379.12
1502	779	345.02
1503	842	372.92
1508	1384	612.97
1509	1384	612.97
1601	856	379.12
1602	779	345.02
1603	842	372.92
1608	1384	612.97
1609	1384	612.97
1701	856	379.12
1702	779	345.02
1703	842	372.92
1708	1384	612.97
1709	1384	612.97
1801	856	379.12
1802	779	345.02
1803	842	372.92
1808	1384	612.97
1809	1384	612.97
1901	856	379.12
1902	779	345.02
1903	842	372.92
1908	1384	612.97
1909	1384	612.97
2001	856	379.12
2002	779	345.02
2003	842	372.92
2008	1384	612.97
2009	1384	612.97
2101	856	379.12
2102	779	345.02
2103	842	372.92
2108	1384	612.97
2109	1384	612.97
PH1	856	379.12
PH2	779	345.02
PH3	842	372.92
PH8	1384	612.97
PH9	1384	612.97
1	876	387.98
TH2	914	404.81
3	877	388.42
4	767	339.70
5	741	328.19
6	879	389.31
7	912	403.92
8	886	392.41
9	771	341.47
10	751	332.61
11	886	392.41
12	907	401.71
13	878	388.86
14	775	343.24
15	743	329.07

Totals

135472

60000.18

LMS 2195

Date: April 10, 2008

TO: PRE-AUTHORIZED PAYMENT PLAN PARTICIPANTS

I(We) _____

Being the registered Owner(s) of Unit # _____, Strata Plan LMS 2195, hereby authorize Bayside Property Services Ltd. on behalf of Strata Corporation LMS 2195 to withdraw my/our share of the Special Levy, as outlined in the Special General Meeting Minutes of ---- from my/our account.

\$ _____ June 1, 2008 (one installment)

Please return this form to Bayside Property Services Ltd. by mail or FAX to 604-430-2698.

Signature(s): _____

Please note you are not required to complete this Form if you wish to pay by separate cheque.

**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

Held: Monday April 28th, 2008 at 6:30 pm in the Party Room of the Tower
7077 Beresford Street, Burnaby, BC

Present:	Anthony Mendis	President
	Sylvia Kovacikova	Treasurer
	Catherine Bieler-Lebrun	
	Bernard Pelletier	
	Rada Drank korebic	
	Vahidin Dubinovic	
	Lindsey Neville	Bayside Property Services
	Radenko Knezevic	Resident Caretaker

CALL TO ORDER

The meeting was called to order at 6:45 pm by Lindsey Neville, Bayside Property Services.

PREVIOUS MINUTES

It was moved/seconded (Pelletier/Bieler-Lebrun) and carried unanimously to approve the minutes of the March 19th, 2008 Council meeting as previously circulated.

CARETAKERS REPORT

Caretaker Radenko Knezevic presented a verbal report to Council as follows:

A leaking pipe on the 12th floor of the residential tower was fixed by our plumbing contractor. A clamp was placed on the pipe to prevent leakage and further repairs to this pipe and others will be completed the next time water is shut off in the tower.

The lock was broken on the front entry doors to the residential tower and repaired the next day.

Damaged carpet on the Penthouse floor in the residential tower was removed by an Owner. The Caretaker applied some carpet tape to minimize the potential for tripping. Outstanding issues from the Roofing project have been finalized and work will be completed on the tower roof. Once the roof work is completed, the damage to the inside of the tower will be addressed by the roofing company, including replacing the Penthouse carpet.

It was moved/seconded (Pelletier/Mendis) and carried to replace the stolen blower. The Resident Caretaker was instructed by Council to purchase a low decibel model blower (Stihl BR 500) at an approximate cost of \$600.00. This will enable the Resident Caretaker to clear debris from walkways, driveways and garden areas.

The Resident Caretaker informed Council that the Parkade is due for power washing at the end of spring. Bayside was instructed to obtain quotes for parkade power washing.

It was brought to Council's attention that the curbs outside the residential tower need to be power washed and re-painted. It was moved/seconded (Pelletier/Bieler-Lebrun) and carried to contract All-Home services to perform this task at a cost of \$300.00.

The masonry wall corners on the parking stalls outside of the residential tower are broken. Bayside was instructed by Council to obtain quotes for installing parking curbs and metal posts to protect the masonry walls.

There is a cracked window on the outside of the residential tower. Bayside was instructed to obtain quotes for repairs/replacement.

A program has been implemented at the complex whereby Owners and Residents are required have their Key Fobs re-certified every two years. The Resident Caretaker suggested that this be scheduled in July, over a week-long period. This serves as a safety function and allows the building to maintain an accurate inventory of keys. Notice will be posted in the building to inform Owners and Residents of when this is scheduled.

BUSINESS ARISING FROM THE MINUTES

1. **Access to Elevator (Loft Homes):** Access is provided to the Loft Homes through an open stairway. If a locked gate is ever installed on the stairway, a key should be provided for emergency access. The lock box program is a voluntary program and is funded by the strata corporation. Owing to the cost of providing electronic access or a lock box, Council has deferred this decision until it is necessary.
2. **Tykon Quote/Crack in Mechanical Room/Tower:** Tykon Contracting advised Bayside that the cracks should be sealed from the outside (this is addressed in the Roofing Project update).
3. **Landscaping/Snow Removal Contract:** The contract for landscaping and snow removal services was bid competitively and it was moved/seconded (Pelletier/Brankorebic) and carried to award the contract to A&W Landscape Services pending a reference check by Bayside.
4. **Resident Caretaker Contract:** Council has been editing, revising and updating the Resident Caretaker's contract. This item was tabled pending further review at the next Council meeting.

5. **Gym Equipment Purchase:** The gym equipment purchase was based on a majority decision made by e-mail. It was moved/seconded (Pelletier/Dubinovic) and carried that no council decisions about financial expenditures shall be made through e-mails. Council has delegated the Property Manager the authority, as per the bylaws, to make expenditures up to \$500.00 and to report those expenditures to Council.

FINANCIAL REPORTS

1. **Financial Reports:** It was moved/seconded (Kovacikova/Bieler-Lebrun) and carried to approve the February and March 2008 financial reports as prepared by Bayside's Accounting Department.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at April 28th, 2008 and found them to be in order.

CORRESPONDENCE

1. A letter was received from an Owner requesting permission to rent out their suite. Bayside informed the Owner that the bylaws permit a maximum of 15 units to be rented, and that the Strata is currently at the maximum (bylaw 9.1). Therefore, the Owner's request was denied. Bayside sent the Owner a copy of the rental bylaws and advised the Owner to present their case to Council *in writing* if their situation involves hardship.
2. A letter was received from an Owner requesting a handicapped parking stall in the residential tower. Bayside was instructed to coordinate the assignment of a parking stall.
3. A letter was received from an Owner requesting that her dishwasher valve be fixed during the next water shut off to the lower part of the residential tower. This and other pending repairs will be performed in the residential tower the next time water is shut off. Bayside was instructed to coordinate an inventory of repairs.
4. A letter was received from an Owner regarding the ripped carpet on the Penthouse floor. Outstanding issues from the roofing project have been resolved. Roof repairs will be finalized and the carpet will be replaced at the expense of the roofing contractor.
5. Letters were received from Owners regarding overflowing water from a balcony on the residential tower. **Owners are reminded to be diligent and ensure that nothing is thrown or falls from your balcony, including excess water.** This is a fineable bylaw infraction.
6. A letter was received from an Owner regarding a noise complaint. **Section 3.2 of the Bylaws state: No Owner shall or shall permit its Tenant, Occupant or**

Invitee to use the Premises in way that: (a) causes a nuisance or hazard to another person; (b) causes unreasonable noise. Further, Section 25.1 of the Bylaws state: If, after all reasonable efforts, the Strata Corporation deems a fine to be the most appropriate penalty for an infraction by the Owner or Owner's tenant or Occupant the Strata Corporation may fine an Owner as follows: (a) For the contraventions of a bylaw, a fine not to exceed \$200.00 for each contravention. Please report bylaw infractions to Bayside *in writing*, including the date and time of the infraction and as much detail as possible.

NEW BUSINESS

1. **Proposed Alterations - Sushi Restaurant:** This request will be approved by Council pending the final Building permit being issued by the City of Burnaby. The Council is also seeking from the Restaurant Owner an acceptable plan for minimizing garbage odors and addressing parking issues, including suppliers parking.
2. **CHOA Membership:** Council declined to renew its membership with the Condominium Home Owners' Association at an annual fee of \$550.00. The Council feels that the Association provides limited services and most services are readily available through alternate means at no cost.
3. **Roofing Project Update:** Enclosed please find the minutes of the meeting with the Roofing Consultant, John Taylor of John Taylor and Associates. The roofing consultant has sent Council a letter of final recommendations for the roofing project. It was moved, seconded (Mendis/Dubinovic) and carried to approve the following recommendations for the roof area of the residential tower:
 - a. A quote from West Valley Sheet metal to replace flashing (\$400.00 + GST);
 - b. A quote from Affiliated Roofing for replacement of the sloped butterfly roof with 2-ply SPS membrane valley repair (\$3500.00 + GST);
 - c. A quote from West Valley Sheet metal to replace/repair soffit material on roof (\$375 + GST);
 - d. A quote from GGM Building Concepts Ltd. for power washing and preparation of concrete surfaces, including cracks and honeycomb/porous surfaces for the two coat application of Inland Coating RC-2000 System, including horizontal cap of concrete parapet walls for the "middle" upper and lower penthouse roof areas (excluding the south vertical face wall), and the middle mechanical penthouse and north middle low-slope roof interior and outer parapet walls (\$10,500 + GST). This recommendation by the roofing consultant is to stop the leaks from these areas. Funding for this work will be from the Roofing Project Special Levy.

It is the Roofing Consultant's recommendation that Council accept Marine Roofing's settlement offer for deficiencies in the amount of \$2,500.00 for ceiling damage to Penthouse #2, the Penthouse hallway ceiling, and the Penthouse carpet. Council

accepted these terms and it was moved, seconded (Mendis/Dubinovic) and carried to apply the deficiency holdback of \$2,500 to repair these items.

The Roofing Consultant advised Council that additional site visits (\$250 per visit) will be required to supervise this work. It was moved, seconded (Mendis/Pelletier) and carried to approve payment on two outstanding site visits, and to authorize three additional site visits, with this expenditure to be funded from the Roofing Project Special Levy.

The Roofing Consultant recommended to Council that the upper roofing area needs to be disinfected and protected from roosting pigeons. It was moved, seconded (Dubinovic/Brankorebic) and carried to pay a maximum of \$1,500.00 for pigeon abatement utilizing netting and spike belts, with this expenditure to be funded from the Roofing Project Special Levy.

4. **Loft Home Project Update:** Council was informed by Bayside that while the comparable contractors, Wolfgang Commercial, Remdal, and Mainland Exterior Stucco, do not want to be involved in the stucco repair and framing component of the loft home project, Wolfgang Commercial and Remdal are prepared to be involved with the painting component of the project. Bayside was instructed to ask Prostar Painting and Remediation and Mainland Exterior Stucco the following questions:

"When do we have to make a decision in order for this project to be done in the 2008 summer construction season"?

"When can they can start the project and how long will it take"?

"How much Mainland Exterior Stucco will quote to open, remove and replace the columns, if they wish to be involved in this project"?

"Would John Taylor & Associates be willing to be involved as a Project Manager"?

"Would Dow Corning inspect the stages of the painting project and provide progress reports to the Strata Corporation in order for the warranty to be validated at the end of the project"?

"Does Mainland Exterior Stucco need a project manager"?

"Would Prostar Painting and Remediation provide a warranty (as well as the warranty from Dow Corning) on the painting component of the project if the stucco and framing repair was performed by a different company?"

5. **Awning Project:** The Property Manager informed Council that an engineering drawing and specification has been commissioned by Accurate Railing and Awning, and together with the expense of submitting a building permit, will cost

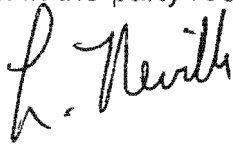
approximately \$2,000.00. The permit is expected to take 4-6 weeks for approval by the City of Burnaby, after which the Contractor will build the awning in the front and side of the Residential Tower. The funds for this project were approved at the Annual General Meeting, held on December 10th, 2007.

6. **Tabled Discussions:** The following items were tabled to the next meeting: Drainage project, Door Passageways/Dryer Vent, Emergency Procedures, Request for letter to be placed in the minutes.

TERMINATION

There being no further business to discuss, the meeting was terminated at 10:00 pm on a motion by Vahidin Dubinovic.

The next Council meeting is scheduled to be held on Wednesday May 21st, 2008 at 6:30 pm in the party room of the Residential Tower.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

Sperling Plaza, Suite 100, 6400 Roberts Street, Burnaby, BC, V5G 4C9

Direct: 604-629-8756

Office: 604-432-7774 (24 Hours – after hours, emergencies only please)

Fax: 604-430-2698

Email: lneville@baysideproperty.com

Recent recommendations to the Real Estate Regulations require a vendor to provide purchasers with copies of minutes. Please retain these minutes provided to you, at no cost, as replacement minutes will be subject to a fee.

**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

Held: Wednesday April 16th, 2008 at 6:30 pm in the Party Room of the Tower
7077 Beresford Street, Burnaby, BC

Present:	Anthony Mendis	President
	Paula Anderson	Vice-President
	Sylvia Kovacikova	Treasurer
	Catherine Bieler-Lebrun	
	Vahidin Dubinovic	
	Lindsey Neville	Bayside Property Services
	Radenko Knezevic	Resident Caretaker

Guest: John Taylor John Taylor & Associates

CALL TO ORDER

The meeting was called to order at 6:35 pm by Lindsey Neville, Bayside Property Services.

GUEST BUSINESS

John Taylor, of John Taylor & Associates gave a comprehensive roofing project report to Council, including an overview of the history of this project, an update on the current status of the project and provided roofing recommendations for Council's consideration.

Mr. Taylor recommended that Council consider several items prior to completing the roofing project to ensure the roof's optimum performance, including:

1. Install galvanized metal flashing to the south side upper sloped roof concrete wall at the East side;
2. Install additional granular cap sheets 3 feet on either side of the valleys on the 6 upper butterfly roofs;
3. Repair 5 sections of soffits;
4. Remove a damaged existing lead roof jack and replace with a new spun aluminum roof jack complete with an appropriate sized aluminum cap.

Mr. Taylor gave a thorough explanation of each item, providing site pictures for Council to consider, and responded to questions by Council.

The approximate cost for recommendations 1 - 4 is \$8,900.00 and, if acted upon, will be funded from the Roofing Project Special Levy.

5. To place a weatherproof coating on the outside of the concrete wall located on the roof, creating a membrane that will prevent the ingress of water. Mr. Taylor will ask contractors to bid on this project, and forward their quotes to Council.
6. Mr. Taylor recommends that a pigeon abatement company be contracted for disinfection and pigeon remediation (netting and spikes) for the roof area at an approximate cost of \$1,500.00. If approved, funding will be from the Roofing Project Special Levy.

Resolution of outstanding issues:

Warranty

Marine Roofing has not yet provided proof of warranty for the roof work. John Taylor has requested that the manufacturer, Firestone, provide written confirmation of the roof warranty. The warranty will be for a 20 year period.

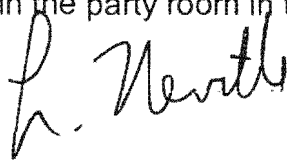
Damage caused by the Roofing Contractor

There are outstanding issues with damage during this project that need to be resolved, such as water damage to the penthouse common area ceiling, water damage to the ceiling in one of the penthouse suites, and damage to the common area carpet on the penthouse floor. John Taylor mentioned that he is in final negotiations with the Roofing Company to address these issues.

TERMINATION

There being no further business to discuss, the meeting was terminated at 8:30 pm on a motion by Vahidin Dubinovic.

The next Council meeting is scheduled to be held on Monday April 28th, 2008 at 6:30 pm in the party room in the tower.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

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March 20, 2008



**PLEASE BRING
THIS NOTICE
TO THE MEETING!**

AGENDA

**NOTICE OF SPECIAL GENERAL MEETING
STRATA CORPORATION LMS-2195 - "CITY CLUB ON THE PARK"**

NOTICE: A Special General Meeting of the Owners, Strata Plan LMS-2195 will be held on **Thursday, April 10th, 2008 at 7:00 PM in the Edmonds Community Centre, 7282 Kingsway, Burnaby, BC.**

(Registration to commence at 6:30 PM)

PURPOSE OF MEETING:

1. To Discuss / Vote on Special Resolution #1 by $\frac{3}{4}$ Vote;
2. To Discuss / Vote on Special Resolution #2 by $\frac{3}{4}$ Vote;
3. To Discuss / Vote on Special Resolution #3 by $\frac{3}{4}$ Vote;
4. To Discuss / Vote on Special Resolution #4 by $\frac{3}{4}$ Vote.

BACKGROUND INFORMATION:

There are visible signs of deterioration on the walls and columns of the Loft-Homes located at 7220 Greenford Avenue. General Contractors, Painting Contractors, Stucco Contractors and Engineering firms have been consulted to address the repair and maintenance of the Loft Homes.

SPECIAL RESOLUTION #1 BY $\frac{3}{4}$ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve an expenditure of up to \$100,000.00 to repair the stucco, framing and paint the Loft Homes at 7220 Greenford Avenue and adjacent area. Funding will be by Special Levy of the Owners in the amount of \$100,000.00 in accordance with unit entitlement and as per the attached schedule. Any remaining funds will be used to upgrade the security of the Loft Home area with gated entries; all remaining funds from the security upgrade will be returned to the Contingency Reserve Fund. The special levy will be due and payable on

passage of this Resolution, but for Owners' financial convenience the Special Levy can be remitted in one lump sum payment on or before June 1st, 2008.

NOTE: Special Resolution #2 will be proposed only if Special Resolution #1 fails.

SPECIAL RESOLUTION #2 BY ¾ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve an expenditure of up to \$100,000.00 to repair the stucco and framing, and paint the Loft Homes at 7220 Greenford Avenue and adjacent area. Funding will be by way of a Special Levy to the Owners in the amount of \$60,000.00 in accordance with unit entitlement and as per the attached schedule, and a withdrawal of up to \$40,000.00 from the Contingency Reserve Fund. Any remaining funds will be used to upgrade the security of the Loft Home area with gated entries; all remaining funds from the security upgrade will be returned to the Contingency Reserve Fund. The special levy will be due and payable on passage of this Resolution; however, for Owners' financial convenience, the Special Levy can be remitted in one lump sum payment on or before June 1st, 2008.

NOTE: Special Resolution #3 will be proposed only if Special Resolutions #1 & 2 fail.

SPECIAL RESOLUTION #3 BY ¾ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195 hereby approve the expenditure of up to \$6,000.00 to proceed with a current building envelope investigation report of the Loft Homes at 7220 Greenford Avenue, by an engineering firm to be approved by the Strata Council. Funding for this project will be from the Contingency Reserve Fund.

BACKGROUND INFORMATION:

The High Rise Tower, located at 7077 Beresford Street, requires drainage repair work on the perimeter of the Tower outside units #201 and # 202, and repair work may be needed inside these units owing to water ingress, therefore:

SPECIAL RESOLUTION #4 BY ¾ VOTE:

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve drainage and related suite repair work to the High Rise Tower at a cost not to exceed \$20,000.00. Funding for this project will be from the Contingency Reserve Fund.

VOTING:

Depending on the Bylaws of the Strata Corporation, in order to vote an Owner may have to be paid up in all arrears of maintenance fees, fines or other charges (including chargebacks) owing to the Strata Corporation. If you are uncertain of the status of your account, please call our Accounting Department at 604-432-7774 between 9:00 AM and 4:00 PM. Owners may be represented by proxies – a blank proxy is provided for your convenience. A spouse who is not registered on title MUST have a proxy authorization to vote.

QUORUM:

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum requires that eligible voters holding 35 of the strata corporation's votes be present in person or by proxy.

PROXY:

An instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney, and may be either in general or for a particular meeting. A proxy need not be an owner.

VOTING PROCEDURES:

At any general meeting, a resolution by the vote of the meeting shall be decided on a show of voting cards, unless a precise count is demanded by any eligible voter present in person or by proxy. Unless a precise count is so demanded, a declaration by the Chair that a resolution has, on a show of voting cards been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. A demand for a precise count may be withdrawn.

In case of equality in the votes, whether on a show of voting cards or on a poll, the president, or, if the president is absent or unable or unwilling to vote, the vice president of the Strata Council is entitled to a casting vote in addition to his/her original vote. On the show of voting cards, each strata lot shall have one vote. On a show of voting cards or a precise count, votes may be given either personally or by proxy.

****ORDER OF BUSINESS****

- 1) Certify proxies and issue voting cards; ✓
- 2) Determine there is a quorum; ✓
- 3) Elect a person to chair the meeting, if necessary; ✓
- 4) *Presentation - PRO-STAR*
Approve the Notice of Meeting (March 20th, 2008); ✓
- 5) Discuss / Vote on Special Resolution #1 by $\frac{3}{4}$ vote;
- 6) Discuss / Vote on Special Resolution #2 by $\frac{3}{4}$ vote, if necessary;
- 7) Discuss / Vote on Special Resolution #3 by $\frac{3}{4}$ vote, if necessary;
- 8) Discuss / Vote on Special Resolution #4 by $\frac{3}{4}$ vote;
- 9) Termination.

Strata Plan LMS 2195
Proposed Special Levy \$100,000

Suite Unit Special
 Entitlement Levy
 Kingsway

7010	1316	971.42
7018	540	398.61
7020	544	401.56
7030	547	403.77
7040	837	617.84
7050	839	619.32
7060	858	633.34

7220 Greenford Avenue

201	962	710.11
202	922	680.58
203	911	672.46
204	909	670.99
205	908	670.25
206	909	670.99
207	909	670.99
208	929	685.75

7077 Beresford Street

201	856	631.86
202	779	575.03
203	842	621.53
204	645	476.11
205	737	544.02
206	737	544.02
207	645	476.11
301	856	631.86
302	779	575.03
303	842	621.53
304	645	476.11
305	736	543.29
306	736	543.29
307	645	476.11
401	856	631.86
402	779	575.03
403	842	621.53
404	645	476.11
405	736	543.29
406	736	543.29
407	645	476.11
501	856	631.86
502	779	575.03
503	842	621.53
504	645	476.11
505	736	543.29
506	736	543.29
507	645	476.11
601	856	631.86
602	779	575.03
603	842	621.53
604	645	476.11
605	736	543.29
606	736	543.29

Strata Plan LMS 2195
Proposed Special Levy \$100,000

Suite	Unit Entitlement	Special Levy
607	645	476.11
701	856	631.86
702	779	575.03
703	842	621.53
704	645	476.11
705	736	543.29
706	736	543.29
707	645	476.11
801	856	631.86
802	779	575.03
803	842	621.53
804	645	476.11
805	736	543.29
806	736	543.29
807	645	476.11
901	856	631.86
902	779	575.03
903	842	621.53
904	645	476.11
905	736	543.29
906	736	543.29
907	645	476.11
1001	856	631.86
1002	779	575.03
1003	842	621.53
1004	645	476.11
1005	736	543.29
1006	736	543.29
1007	645	476.11
1101	856	631.86
1102	779	575.03
1103	842	621.53
1104	645	476.11
1105	736	543.29
1106	736	543.29
1107	645	476.11
1201	856	631.86
1202	779	575.03
1203	842	621.53
1204	645	476.11
1205	736	543.29
1206	736	543.29
1207	645	476.11
1301	856	631.86
1302	779	575.03
1303	842	621.53
1304	645	476.11
1305	736	543.29
1306	736	543.29
1307	645	476.11
1401	856	631.86
1402	779	575.03
1403	842	621.53
1404	645	476.11
1405	736	543.29
1406	736	543.29
1407	645	476.11

Strata Plan LMS 2195
Proposed Special Levy \$100,000

Suite	Unit Entitlement	Special Levy
1501	856	631.86
1502	779	575.03
1503	842	621.53
1508	1384	1021.61
1509	1384	1021.61
1601	856	631.86
1602	779	575.03
1603	842	621.53
1608	1384	1021.61
1609	1384	1021.61
1701	856	631.86
1702	779	575.03
1703	842	621.53
1708	1384	1021.61
1709	1384	1021.61
1801	856	631.86
1802	779	575.03
1803	842	621.53
1808	1384	1021.61
1809	1384	1021.61
1901	856	631.86
1902	779	575.03
1903	842	621.53
1908	1384	1021.61
1909	1384	1021.61
2001	856	631.86
2002	779	575.03
2003	842	621.53
2008	1384	1021.61
2009	1384	1021.61
2101	856	631.86
2102	779	575.03
2103	842	621.53
2108	1384	1021.61
2109	1384	1021.61
PH1	856	631.86
PH2	779	575.03
PH3	842	621.53
PH8	1384	1021.61
PH9	1384	1021.61
1	876	646.63
TH2	914	674.68
3	877	647.37
4	767	566.17
5	741	546.98
6	879	648.84
7	912	673.20
8	886	654.01
9	771	569.12
10	751	554.36
11	886	654.01
12	907	669.51
13	878	648.10
14	775	572.07
15	743	548.45

Totals 135472 99999.92

Strata Plan LMS 2195
Proposed Special Levy \$60,000

Unit
Suite Entitlement Special
Levy
Kingsway

7010	1316	582.85
7018	540	239.16
7020	544	240.94
7030	547	242.26
7040	837	370.70
7050	839	371.59
7060	858	380.00

7220 Greenford Avenue

201	962	426.07
202	922	408.35
203	911	403.48
204	909	402.59
205	908	402.15
206	909	402.59
207	909	402.59
208	929	411.45

7077 Beresford Street

201	856	379.12
202	779	345.02
203	842	372.92
204	645	285.67
205	737	326.41
206	737	326.41
207	645	285.67
301	856	379.12
302	779	345.02
303	842	372.92
304	645	285.67
305	736	325.97
306	736	325.97
307	645	285.67
401	856	379.12
402	779	345.02
403	842	372.92
404	645	285.67
405	736	325.97
406	736	325.97
407	645	285.67
501	856	379.12
502	779	345.02
503	842	372.92
504	645	285.67
505	736	325.97
506	736	325.97
507	645	285.67
601	856	379.12
602	779	345.02
603	842	372.92
604	645	285.67
605	736	325.97
606	736	325.97

Strata Plan LMS 2195
Proposed Special Levy \$60,000

Suite	Unit Entitlement	Special Levy
607	645	285.67
701	856	379.12
702	779	345.02
703	842	372.92
704	645	285.67
705	736	325.97
706	736	325.97
707	645	285.67
801	856	379.12
802	779	345.02
803	842	372.92
804	645	285.67
805	736	325.97
806	736	325.97
807	645	285.67
901	856	379.12
902	779	345.02
903	842	372.92
904	645	285.67
905	736	325.97
906	736	325.97
907	645	285.67
1001	856	379.12
1002	779	345.02
1003	842	372.92
1004	645	285.67
1005	736	325.97
1006	736	325.97
1007	645	285.67
1101	856	379.12
1102	779	345.02
1103	842	372.92
1104	645	285.67
1105	736	325.97
1106	736	325.97
1107	645	285.67
1201	856	379.12
1202	779	345.02
1203	842	372.92
1204	645	285.67
1205	736	325.97
1206	736	325.97
1207	645	285.67
1301	856	379.12
1302	779	345.02
1303	842	372.92
1304	645	285.67
1305	736	325.97
1306	736	325.97
1307	645	285.67
1401	856	379.12
1402	779	345.02
1403	842	372.92
1404	645	285.67
1405	736	325.97
1406	736	325.97
1407	645	285.67

Strata Plan LMS 2195
Proposed Special Levy \$60,000

Suite	Unit Entitlement	Special Levy
1501	856	379.12
1502	779	345.02
1503	842	372.92
1508	1384	612.97
1509	1384	612.97
1601	856	379.12
1602	779	345.02
1603	842	372.92
1608	1384	612.97
1609	1384	612.97
1701	856	379.12
1702	779	345.02
1703	842	372.92
1708	1384	612.97
1709	1384	612.97
1801	856	379.12
1802	779	345.02
1803	842	372.92
1808	1384	612.97
1809	1384	612.97
1901	856	379.12
1902	779	345.02
1903	842	372.92
1908	1384	612.97
1909	1384	612.97
2001	856	379.12
2002	779	345.02
2003	842	372.92
2008	1384	612.97
2009	1384	612.97
2101	856	379.12
2102	779	345.02
2103	842	372.92
2108	1384	612.97
2109	1384	612.97
PH1	856	379.12
PH2	779	345.02
PH3	842	372.92
PH8	1384	612.97
PH9	1384	612.97
1	876	387.98
TH2	914	404.81
3	877	388.42
4	767	339.70
5	741	328.19
6	879	389.31
7	912	403.92
8	886	392.41
9	771	341.47
10	751	332.61
11	886	392.41
12	907	401.71
13	878	388.86
14	775	343.24
15	743	329.07

Totals 135472 60000.18

**** PROXY ****

I (We) _____ being the registered Owner(s) of
Unit_____, "City Club on the Park", Strata Plan LMS-2195 hereby appoint
_____ as my / our Proxy Representative at the
Special General Meeting of The Owners, Strata Plan LMS-2195 be held Thursday, April
10th, 2008 at 7:00 PM in the Edmonds Community Centre, at 7282 Kingsway, Burnaby,
BC. Discretionary authority is conferred on the proxy with respect to such proposals or
matters which may properly come before the meeting and at any adjournment thereof.

SIGNED this _____ day of _____ 2008.

Owner(s)

Owner(s)

****PLEASE NOTE****

The Strata Corporation will need to retain a copy of this form for their records. Please bring a photocopy to the meeting if you wish to retain a copy for your records.

**MINUTES OF SPECIAL GENERAL MEETING
STRATA CORPORATION LMS-2195
"CITY CLUB ON THE PARK"**

Held: Thursday, April 10th, 2008 at 7:00 pm in the Edmonds Community Centre,
7282 Kingsway, Burnaby, BC.

Present: The Owners, Strata Plan LMS-2195, as per the Registration Sheet
Ernest Neumann, Bayside Property Services
Lindsey Neville, Bayside Property Services
Barry Gee, Bayside Property Services

CALLED TO ORDER

The meeting was called to order at 7:15 pm by Council President Anthony Mendis, who chaired the meeting. He reported that there were 76 Owners represented at the meeting which consisted of 4 Commercial Owners and 72 Residential Owners, including 3 Commercial Owners and 34 Residential Owners by proxy. The registration sheet was signed, proxies were certified and ballots were issued.

AMENDMENT TO AGENDA

It was moved, seconded (Unit #1701/#1401) and carried by majority vote to amend the agenda to include "Minutes of Previous General Meeting".

NOTICE OF MEETING

It was moved, seconded (#1702/#202) and carried by majority vote to approve the Notice of Meeting dated March 20th, 2008.

MINUTES OF PREVIOUS GENERAL MEETING

It was moved, seconded (#1509/#1702) and carried by majority vote to approve the Minutes of the Annual General Meeting held December 10th, 2007.

PRESENTATIONS

Council President, Anthony Mendis, reported that two Contractors were invited to attend the Special General Meeting, Prostar Painting and Restoration, and Mainland Exterior Stucco Restorations Inc., however, only Prostar Painting and Restoration was able to attend and make a presentation to the Owners.

The Chair made a brief speech outlining the options for the Owners, which included:

- a) To take no action;

- b) To obtain a complete engineering report;
- c) To commence with a preventative maintenance program.

The Chair invited Prostar Painting and Restoration to give the attendees an informative presentation in a PowerPoint format. The Company explained the process and scope of work as a part of a preventative maintenance program as well as the warranty that will be provided by Dow Corning. The Company also provided pictures of buildings on which they had previously use the Dow Corning product for the owner's further individual review. Specific pictures of the Loft Home units and parts that need to be addressed were also provided.

Discussion was then opened to ProStar Painting and Restoration and questions from the floor included:

- 1). An Owner asked whether any engineering quotes had been received by the Strata. The Property Manager, Lindsey Neville, advised that four quotes had been received from Engineering companies, and ranged in price from \$3,500.00 to \$5,500.00.
- 2). An Owner asked Council if they knew that a previous lawsuit had been brought against the Strata Corporation to remediate the Townhomes. There was a judgement in the Supreme Court of B.C. (No. L042797), dated Wednesday, February 9, 2005, from the Honourable Mr. Justice Stewart. The issues involving the remediation to the Town Homes were documented in the previous minutes of the Strata Corporation.
- 3). An Owner asked how the Strata Corporation arrived at the \$100,000.00 amount to repair/paint the Loft homes. Lindsey Neville of Bayside replied that he suggested to the Council the following: the figure was calculated by using a benchmark quotation from a general contractor, then get separate quotations for the stucco and repair component and the painting component of the project. The breakdown of all components and quotes was also provided and read to the owners by the Chair.
- 4). An Owner asked if there would be another special levy in case more money is needed for the repairs than estimated. The Chair confirmed that if more funds were needed, it would be funded by a special levy.

Prostar Painting and Restoration's quote was for approximately \$70,000.00. The remaining funds were to finance GST, provide a contingency allowance for unknown expenses, and to provide the funds for a project management fee. It was then explained that Council would be provided with two comparable quotes from other contractors.

The chair explained to the Owners present that the first three resolutions deal specifically with the Loft Homes, and that if Special Resolution #1 is approved, then Special Resolution #2 and #3 will not be considered.

The Chair explained that these decisions are up to the owners and they should choose the option that they think should be taken.

SPECIAL RESOLUTION #1 BY ¾ VOTE

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve an expenditure of up to \$100,000.00 to repair the stucco, framing and paint the Loft Homes at 7220 Greenford Avenue and adjacent area. Funding will be by Special Levy of the Owners in the amount of \$100,000.00 in accordance with unit entitlement and as per the attached schedule. Any remaining funds will be used to upgrade the security of the Loft Home area with gated entries; all remaining funds from the security upgrade will be returned to the Contingency Reserve Fund. The special levy will be due and payable on passage of this Resolution, but for Owners' financial convenience the Special Levy can be remitted in one lump sum payment on or before June 1st, 2008.

Special Resolution #1 was read aloud by Council President Anthony Mendis. It was then moved, seconded (Unit # 1401/Unit # 205) to approve Special Resolution #1 as proposed. The question was called with the result being that the **motion failed** (6 in favour, 70 opposed). Voting was held by secret ballot and the count was scrutinized by #205 (loft homes) and #202.

SPECIAL RESOLUTION #2 BY ¾ VOTE

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve an expenditure of up to \$100,000.00 to repair the stucco and framing, and paint the Loft Homes at 7220 Greenford Avenue and adjacent area. Funding will be by way of a Special Levy to the Owners in the amount of \$60,000.00 in accordance with unit entitlement and as per the attached schedule, and a withdrawal of up to \$40,000.00 from the Contingency Reserve Fund. Any remaining funds will be used to upgrade the security of the Loft Home area with gated entries; all remaining funds from the security upgrade will be returned to the Contingency Reserve Fund. The special levy will be due and payable on passage of this Resolution; however, for Owners' financial convenience, the Special Levy can be remitted in one lump sum payment on or before June 1st, 2008.

Special Resolution # 2 was read aloud by President Anthony Mendis. It was then moved, seconded (#202 Loft Home/#15 Town Home) to approve Special Resolution #2 as proposed. The question was called with the result being that the **motion carried** (59 in favour, 16 opposed, 1 spoiled). Voting was held by secret ballot and the count was scrutinized by #205 (loft homes) and #202.

As Special Resolution #2 passed, Special Resolution # 3 was not considered.

SPECIAL RESOLUTION #4 BY ¾ VOTE

BE IT RESOLVED THAT the Owners, Strata Plan LMS 2195, hereby approve drainage and related suite repair work to the High Rise Tower at a cost not to exceed \$20,000.00. Funding for this project will be from the Contingency Reserve Fund.

Special Resolution #4 was read aloud by the President, Anthony Mendis. It was then moved, seconded (Unit # 301/Unit # 801) to approve Special Resolution #4 as proposed and the floor was opened for discussion.

Lindsey Neville of Bayside informed the Owners present that both he and the Resident Caretaker, had viewed Units #201 and #202 (outside and inside) of the residential tower suites with two General Contractors, Grantson Construction and Art Bowles Construction. Both contractors took moisture meter readings and said that moisture problems were evident. Lindsey Neville of Bayside presented colour photographs for the Owners to review.

An Owner of one of the affected Units spoke about the drainage issues and the consequences they are producing on his laminate flooring.

There being no further discussion, the question was called on Special Resolution #4 as proposed with the result being that the **motion carried** (72 in favour, 2 opposed).

(It was noted at this time that two Owners had left the meeting).

There being no further business to transact, the meeting was adjourned at 9:00 pm on a motion by #604.

The next Council meeting is scheduled to be held on Monday, April 28th, 2008, at 6:30 pm at the Party Room of the Residential Tower.

Lindsey Neville
Property Manager



Bayside Property Services Ltd.

Sperling Plaza, Suite 100, 6400 Roberts Street, Burnaby, BC, V5G 4C9

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Strata Plan LMS 2195
Approved Special Levy \$60,000
Due June 1, 2008

Suite	Unit Entitlement	Special Levy
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Kingsway

7010	1316	582.85
7018	540	239.16
7020	544	240.94
7030	547	242.26
7040	837	370.70
7050	839	371.59
7060	858	380.00

7220 Greenford Avenue

201	962	426.07
202	922	408.35
203	911	403.48
204	909	402.59
205	908	402.15
206	909	402.59
207	909	402.59
208	929	411.45

7077 Beresford Street

201	856	379.12
202	779	345.02
203	842	372.92
204	645	285.67
205	737	326.41
206	737	326.41
207	645	285.67
301	856	379.12
302	779	345.02
303	842	372.92
304	645	285.67
305	736	325.97
306	736	325.97
307	645	285.67
401	856	379.12
402	779	345.02
403	842	372.92
404	645	285.67
405	736	325.97
406	736	325.97
407	645	285.67
501	856	379.12
502	779	345.02
503	842	372.92
504	645	285.67
505	736	325.97
506	736	325.97
507	645	285.67
601	856	379.12
602	779	345.02
603	842	372.92
604	645	285.67
605	736	325.97
606	736	325.97

Strata Plan LMS 2195
Approved Special Levy \$60,000
Due June 1, 2008

Suite	Unit Entitlement	Special Levy
607	645	285.67
701	856	379.12
702	779	345.02
703	842	372.92
704	645	285.67
705	736	325.97
706	736	325.97
707	645	285.67
801	856	379.12
802	779	345.02
803	842	372.92
804	645	285.67
805	736	325.97
806	736	325.97
807	645	285.67
901	856	379.12
902	779	345.02
903	842	372.92
904	645	285.67
905	736	325.97
906	736	325.97
907	645	285.67
1001	856	379.12
1002	779	345.02
1003	842	372.92
1004	645	285.67
1005	736	325.97
1006	736	325.97
1007	645	285.67
1101	856	379.12
1102	779	345.02
1103	842	372.92
1104	645	285.67
1105	736	325.97
1106	736	325.97
1107	645	285.67
1201	856	379.12
1202	779	345.02
1203	842	372.92
1204	645	285.67
1205	736	325.97
1206	736	325.97
1207	645	285.67
1301	856	379.12
1302	779	345.02
1303	842	372.92
1304	645	285.67
1305	736	325.97
1306	736	325.97
1307	645	285.67
1401	856	379.12
1402	779	345.02
1403	842	372.92
1404	645	285.67
1405	736	325.97
1406	736	325.97
1407	645	285.67

Strata Plan LMS 2195
Approved Special Levy \$60,000
Due June 1, 2008

Suite	Unit Entitlement	Special Levy
1501	856	379.12
1502	779	345.02
1503	842	372.92
1508	1384	612.97
1509	1384	612.97
1601	856	379.12
1602	779	345.02
1603	842	372.92
1608	1384	612.97
1609	1384	612.97
1701	856	379.12
1702	779	345.02
1703	842	372.92
1708	1384	612.97
1709	1384	612.97
1801	856	379.12
1802	779	345.02
1803	842	372.92
1808	1384	612.97
1809	1384	612.97
1901	856	379.12
1902	779	345.02
1903	842	372.92
1908	1384	612.97
1909	1384	612.97
2001	856	379.12
2002	779	345.02
2003	842	372.92
2008	1384	612.97
2009	1384	612.97
2101	856	379.12
2102	779	345.02
2103	842	372.92
2108	1384	612.97
2109	1384	612.97
PH1	856	379.12
PH2	779	345.02
PH3	842	372.92
PH8	1384	612.97
PH9	1384	612.97
1	876	387.98
TH2	914	404.81
3	877	388.42
4	767	339.70
5	741	328.19
6	879	389.31
7	912	403.92
8	886	392.41
9	771	341.47
10	751	332.61
11	886	392.41
12	907	401.71
13	878	388.86
14	775	343.24
15	743	329.07
Totals	135472	60000.18

**MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195
"CITY CLUB ON THE PARK"**

Held: Wednesday, March 19th, 2008 at 6:30 pm in the Party Room of the Tower
7077 Beresford Street, Burnaby, BC

Present:	Anthony Mendis	President
	Paula Anderson	Vice-President
	Sylvia Kovacikova	Treasurer
	Catherine Bieler-Lebrun	
	Vahidin Dubinovic	
	Lindsey Neville	Bayside Property Services
	Radenko Knezevic	Resident Caretaker

CALL TO ORDER

The meeting was called to order at 6:35 pm by Lindsey Neville, Bayside Property Services.

GUEST BUSINESS

A presentation by John Taylor, John Taylor Roofing Consultant, was tabled to the next Council meeting, at which time it is expected that all outstanding roof project issues will be finalized and a comprehensive roofing project report will be provided to Council.

PREVIOUS MINUTES

It was moved/seconded (Bieler-Lebrun/Anderson) and carried unanimously to approve the minutes of the February 13th, 2008 Council meeting as previously circulated.

CARETAKERS REPORT

Caretaker Radenko Knezevic presented a verbal report to Council as follows:

- Some equipment in the exercise room is malfunctioning and needs to be disposed of. Council inspected the equipment and decided to dispose of the malfunctioning tread-mill.
- A heat detector was tampered with and manually activated in a unit located in the high rise tower resulting in a fire alarm activation and response by the Fire Department. Any invoices related to this incident will be charged back to the unit Owner. **All Owners and Residents are advised never to tamper with fire detection systems in the buildings; their purpose is to save lives in the event of a fire.**
- The Resident Caretaker was advised to check the waste container in the work room on a daily basis and to empty the waste container if any combustible materials (e.g. paint-soaked rags) were evident.

BUSINESS ARISING FROM THE MINUTES

1. **Access to Elevator (Loft Homes):** A City of Burnaby Fire Marshall recommended to either provide a key or electronic means to unlock the door adjacent to the elevator by the loft homes. Bayside has received a quote for installing a lock box containing a key, and has been instructed by Council to obtain an additional quote to unlock the door by electronic means.
2. **Tykon Quote/Crack in Mechanical Room/Tower:** It was moved/seconded (Kovacikova/Anderson) and carried unanimously to accept the quote from Tykon for approximately \$300.00 to repair a concrete crack in the Tower mechanical room.
3. **Signage:** It was moved/seconded (Kovacikova/Dubinovic) and carried to approve a quote from Sandpiper signs to update and provide new signage for approximately \$600.00.

FINANCIAL REPORTS

1. **Financial Reports:** It was moved/seconded (Kovacikova/Anderson) and carried unanimously to approve the financial reports from October, November & December 2007 and January 2008, as prepared by Bayside's Accounting Department.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at March 19th, 2008, and found them to be in order.

CORRESPONDENCE

1. A letter was received from an Owner requesting to rent out their suite. Bayside informed the owner that the bylaws allow 15 units to be rented, and that currently we've reached the number of suites permitted to be rented out (bylaw 9.1). Therefore, the Owner's request was denied. Bayside sent the Owner a copy of the rental bylaws and advised the Owner to present their case in writing to Strata Council if their situation involves hardship.
2. A letter was received from an Owner requesting reimbursement for a malfunctioning remote for the parking lot gate. As remotes do not come with a warranty, Council denied this request. Owners are reminded that key fobs can also be used to open the parking gates.
3. A letter was received from an Owner regarding their car being vandalized in the parkade. The car was "keyed" which will cost over \$1,600.00 to repair. Property damage is rampant in Greater Vancouver and can happen at any time and place. The Strata Corporation is not responsible for damage, and Council asks that all residents remain vigilant - report any suspicious persons or activities to police immediately, and ensure that no unauthorized individuals are allowed to enter either the parkade or locked residential areas.

4. A letter was received from an Owner on the ground floor of the Tower regarding cigarette butts and packs of matches littering their patio and surrounding bushes. **Owners and residents of the tower are reminded not to throw items off of your balcony.**
5. A letter was received from an Owner questioning the expenditure of gym equipment (this is addressed under New Business - #1).

NEW BUSINESS

1. **Expenditure of \$15,000 for Common Property upgrades:** At the Annual General Meeting held on December 10, 2007, Special Resolution #3 was approved by ¾ vote and reads as follows:

"Be it Resolved that the Owners, Strata Plan LMS-2195, hereby approve the expenditure of up to \$15,000.00 for common property upgrades. These upgrades include, but are not limited to, repainting the Party Room, upgrading the signage throughout the complex, improvements to the entrance area of the tower (new glass canopy and exterior floor tiles), and other such improvements as deemed appropriate by the Strata Council. Any monies not required will be returned to the Contingency Reserve Fund."

After lengthy discussion, it was moved/seconded (Mendis/Kovacikova) and carried (2 abstentions) to approve the expenditure for gym equipment totaling \$5,549.60 and including: a treadmill, an elliptical machine, an upright bike, 4 dumbbells, 4 stretching posters and 2 stretching mats.

After extensive discussion, it was moved/seconded (Anderson/Kovacikova) and carried unanimously to accept the quote of Accurate Railing for the placement of a safety glass awning on the entrance of the tower, and an awning on the side of the tower, for a quoted amount of \$6,600.00 (not including GST). Relevant City permits and Engineer approved drawings will be commissioned at an additional charge.

2. **Special General Meeting Notice:** Council discussed and approved the wording for the Special General Meeting notice. This notice will be mailed on March 20, 2008.
3. **Mechanical Service Contracts:** Quotes were received from three mechanical contracting companies. The scope of work includes quarterly inspections, servicing, CO2 calibration of parkade sensors and the provision of plumbing services to the complex. It was moved/seconded (Bieler-Lebrun/Anderson) and carried unanimously to accept the quote from Latham's.
4. **Landscaping/Snow/Ice Removal Contract:** This item was tabled to the next meeting.

5. **Resident Caretaker Contracts:** The Resident Caretaker Contracts have been reviewed by Council Member Sylvia Kovacikova and by Council Member Bernard Pelletier, and pending a review by Bayside's Accounting Department, will be forwarded to Council for their approval.
6. **Washer overflow from # 205 Loft homes to #7030 Hair France:** An over-flowed washing machine in #205 (Loft Home) caused water damage to #7030 Hair France. The insurance company was notified; however, a claim will not be pursued as the repair costs are under the deductible of \$5,000.00. Council authorized Hyland Painting to paint the damaged area, and remove and then reinstall a mirror. Council has asked the Owner of #7030 Hair France to forward a list of damaged items; these costs will be paid by the Strata Corporation and charged back to the Owner of Unit #205 (Loft Home). **Owners are reminded to ensure that you have adequate content insurance.**
7. **Tabled Discussions:** The following items were tabled to the next meeting: Door Passage Ways/Dryer Vent, Alteration Sushi Restaurant, Emergency Procedures, and CHOA membership.

TERMINATION

There being no further business to discuss, the meeting was terminated at 9:30 pm on a motion by Vahidin Dubinovic.

The next meeting is scheduled to be a Special General Meeting and is scheduled to be held on Thursday April 10th, 2008 at 7:00 pm in the Edmonds Community Centre, 7282 Kingsway, Burnaby, B.C. (Registration to commence at 6:30 pm).



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

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MINUTES OF COUNCIL MEETING
STRATA PLAN LMS 2195 – “CITY CLUB ON THE PARK”

Held: Wednesday, February 13th, 2008 at 6:30 PM in the
Party Room of the Tower

Present: Anthony Mendis President
Sylvia Kovacikova Treasurer
Catherine Bieler-Lebrun
Vahidin Dubinovic
Bernard Pelletier

Allen Regan Bayside Property Services
Lindsey Neville Bayside Property Services
Radenko Knezevic Resident Caretaker

Guests: David Xu ProStar Painting and Restoration
Laszlo Losonczi ProStar Painting and Restoration

CALL TO ORDER

The meeting was called to order at 6:45 PM by Lindsey Neville, Bayside Property Services. It was agreed to amend the agenda to consider new business item (Salary/Benefit review - Caretaker) directly following the Caretaker's report.

GUEST BUSINESS

David Xu and Laszlo Losonczi of ProStar Painting and Restoration gave a presentation in regard to the maintenance and repair of the Loft-homes and presented a written quote.

A question and answer session followed the presentation. ProStar Painting and Restoration was directed to: forward an additional quote to cover the costs of the potential replacement of the load bearing columns at the Loft-homes; to e-mail the specifications of the product to be used to Bayside; a copy of warranty coverage, and, to give work-related references.

After lengthy discussion, it was moved/seconded (Bieler-Lebrun/Kovacikova) and carried unanimously to call a Special General Meeting to discuss options and vote on a special assessment to undertake repairs to the Loft-homes, to be held Thursday, April 10th, 2008 at 6:30 PM in the Edmonds Community Centre, 7282 Kingsway, Burnaby, B.C.

All owners be advised that an agenda will be sent in advance of this meeting outlining resolutions to be considered, with adequate notice as per the Strata Property Act.

PREVIOUS MINUTES

It was moved/seconded (Dubinovic/Bieler-Lebrun) and carried unanimously to approve the minutes of the January 15th, 2008 meeting.

CARETAKERS REPORT

Caretaker Radenko Knezevic presented a verbal report to Council as follows:

- There appears to be a drainage problem affecting unit #202 / Tower; Bayside was directed to send a General Contractor to inspect the problem.
- Tykon Contracting was given the contract to seal cracks in the parkade; they completed 1 of 3 jobs listed on their written quote.
- Gutter cleaning was conducted by Ron Ellis Contracting Services; Bayside was instructed to confirm with them that they cleaned the Loft-home gutters.
- A break and enter was reported to a storage room behind the commercial units. A leaf blower and some small items were stolen. The locks were repaired and the Resident Caretaker was asked to consider a more secure location for the storage of Strata owned tools & supplies.
- The Resident Caretaker informed Council of a vacation request forthcoming; the Resident Caretaker was asked to give Council a minimum of 2 weeks notice.
- As per the Resident Caretaker's employment contract, the Resident Caretaker was instructed to take, and subsequently passed, the Workplace Hazardous Materials Information Systems (WHMIS) course. Bayside was instructed to advise the other Resident Caretaker to take the course as well.

Salary / Benefit Review – Caretaker

The Resident Caretaker was asked to leave the meeting room and the Council reviewed the Resident Caretakers' employment contracts, Federal Government job descriptions relative to this employment classification & Lower Mainland specific comparable salary and benefit information.

It was moved/seconded (Kovacikova/Mendis) and carried after extensive discussion to increase the Resident Caretakers' salaries by 10%; to provide Health/Drug/Dental benefit coverage for the Resident Caretakers; to review the salary/benefit coverage every 2 years; and to include necessary position-related training; effective March 1, 2008.

BUSINESS ARISING FROM THE MINUTES

1. **2ND Floor Tower Drains:** Bayside was instructed to obtain a quote to flush the 6 remaining Kitchen stacks in the Tower, to remove the buildup of grease and prevent unnecessary service calls due to clogged and plugged drains. A quote was received from Professional Mechanical Ltd. for \$6,600 plus GST, and drywall may need to be cut in some locations. This maintenance item was tabled for consideration at the next AGM.

2. **Roof Project Update:** Bayside was directed to invite the Roofing Consultant to the next Council meeting to address timelines for outstanding project related repair work & to provide information for additional Tower roofing recommendations.
3. **Fire Marshall Visit** A City of Burnaby Fire Marshall was invited by Bayside to tour the strata grounds and gave several recommendations: A). To increase signage to the hydrants on the west side of the Tower, B). To reprogram the security system enterphone to automatically unlock the door leading to the Loft Home elevators when the fire alarm is engaged, and C). That the parking enclosure behind the commercial units can not be used to store recycling containers owing to their flammable nature and the absence of a sprinkler system.
4. **Parkade Crack Repairs:** Bayside was instructed to contact Tykon Contracting and advise them to return to finish necessary work in the parkade as per their quote.
5. **Bylaw letter:** A letter was written by Bayside advising a commercial owner about general noise complaints, littering and requested removal of items from common property. The letter cited the relevant by laws, and advised the owner that a continued breach of these bylaws could result in a fine of up to \$200 per incident.
6. **Signage Update:** Bayside was instructed to contact Munday Towing to update the towing signage on the strata property and to ask for an additional towing sign on the commercial loading zone adjacent to the commercial unit parking area.

FINANCIAL REPORTS

1. **Financial Reports:** Tabled until next meeting pending adequate review by the Treasurer.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at February 13th, 2008, and found them to be in order. Bayside was directed to continue collection efforts against Owners in arrears to the Strata Corporation.

CORRESPONDENCE

1. Council reviewed a letter from a customer that slipped on the ice on the municipal walkway in front of the commercial units. The Resident Caretaker was reminded to completely remove all snow and ice on all strata walkways, and on all municipal sidewalks adjacent to strata property in accordance with the City of Burnaby bylaws.
2. Council approved a request to install laminate flooring. All necessary documentation has been received and the Resident Caretaker will be asked to visit the unit and inspect the flooring underlay prior to installation of flooring.

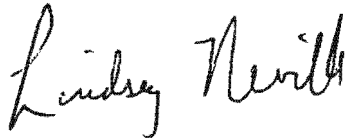
3. A letter had been received in regard to a drainage problem in the Tower, Bayside was instructed to arrange for a General Contractor to diagnose the problem and provide recommendations.
4. A letter was received from an Owner frustrated by the lack of repair work completed following the roofing project. The Owner was advised that Bayside has been in contact with the Roofing Consultant and timelines for completion of all outstanding repair issues have been requested.

NEW BUSINESS

1. **Quotes for Awings/Railings**: Tabled for consideration at next meeting.
2. **Quotes for Weight Room Equipment**: Tabled for consideration at next meeting.

TERMINATION

There being no further business to discuss, the meeting was terminated at 10:30 pm on a motion from Vahidin Dubinovic. The next Council meeting is scheduled to be held Wednesday March 19th, 2008 at 6:30 pm in the Party room of the Tower.



Lindsey Neville
Property Manager

Bayside Property Services Ltd.

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Minutes of Council Meeting, Strata Corporation LMS-2195
City Club On The Park

Held: Tuesday, January 15th, 2008 at 7:00 PM in the Party Room of the Tower.

Present:	Anthony Mendis	President
	Paula Anderson	Vice-President
	Sylvia Kovacikova	Treasurer
	Catherine Bieler-Lebrun	
	Dino Dubinovic	
	Bernard Pelletier	
	Rada Rebic	
	Radenko Knezevic	Resident Caretaker
	Tom Carr	Bayside Property Services
	Lindsey Neville	Bayside Property Services

CALL TO ORDER

The meeting was called to order at 7:03 PM by Council Vice-President Paula Anderson.

COUNCIL ELECTIONS

Following a brief discussion the following Council members were elected to positions for the current term:

President:	Anthony Mendis
Vice-President:	Paula Anderson
Treasurer:	Sylvia Kovacikova

PREVIOUS MINUTES

It was moved, seconded (Anderson / Bieler-Lebrun) and **carried** to approve the Minutes of the November 15th, 2007 Council Meeting, as circulated by Bayside.

CARETAKER'S REPORT

Caretaker Radenko Knezevic presented a verbal report to Council as follows:

1. There are some ongoing problems with drain backups in the 2nd floor Units in the tower, which have resulted in several recent emergency calls to Professional Mechanical. It would be a good idea to install proper access hatches and fittings so regular maintenance can be done easily. Council agreed and Radenko was requested to obtain quotations for doing the work.
2. There is a very slow leak in a 4" supply line on the 21st floor which needs to be fixed before it becomes a problem. PML will be on site on Thursday, January 17th to do the work and water will be shut off from the 11th to the 22nd floor between 9:00 AM and 4:00 PM to facilitate the repairs. Notices will be posted on the affected floors.
3. Ellis Maintenance will be attending to clean the gutters, there are several areas experiencing drips and overflows as a result of backed up gutters.

COUNCIL TOUR

The Council Meeting adjourned for 30 minutes while Radenko gave the members of Council a tour of the mechanical rooms and the newly installed roof; as well as several other areas of interest around the complex.

BUSINESS ARISING FROM THE MINUTES

1. **Roof Project Update:** The actual roof is now finished. John Taylor is dealing with the roofing contractor regarding the damages to the carpet on the 22nd floor, as well as a few minor details on the roof itself. He will be presenting his report to Council shortly.

As the roof anchors were removed during the roofing project they will have to be re-certified prior to being used again. Radenko was directed to make sure no contractors use the roof anchors until they are re-certified.

2. **Loft Homes:** Council discussed options for repairs to the exterior of the loft homes. Bayside was directed to have Pro-Star Painting provide a quotation for review at the next Council Meeting.

FINANCIAL REPORTS

1. **Financial Reports:** Financial reports for October through December 2007 were tabled until the next meeting to allow the new treasurer time to review them.
2. **Accounts Receivable:** Council reviewed the Accounts Receivable as at January 15th, 2008, and found them to be in order.
3. **Invoices for Payment:** Council reviewed an invoice for replacement of the on site office computer and approved it for payment.

CORRESPONDENCE

1. Council reviewed a letter from an architect representing a commercial Owner requesting site plans to be used for renovations. Bayside has advised the architect that all renovations must be approved by both the Strata Council and the City of Burnaby before they will be allowed to proceed. Council will continue to monitor the situation.
2. Council reviewed requests from two Owners requesting permission to install laminate flooring in their Unit. As the Owners have already submitted the necessary documentation the requests have been approved.
3. Council reviewed two letters from an Owner requesting additional upgrades to the exterior lighting around the complex. After reviewing the situation Council feels that all the reasonable upgrades have been done and to further increase the lighting would disturb residents living on the lower levels. No further action will be taken on this matter.
4. Council reviewed a letter from the Community Living Society regarding a dryer vent in one Unit they own. After reviewing the situation Council recommends that the Owner install a booster fan on the dryer to improve the air flow through the vent.

NEW BUSINESS

1. **Gym Equipment:** It has been noted that several Owners have "donated" pieces of unwanted exercise equipment in the exercise room. After some discussion Council agreed to obtain quotations for new exercise equipment.
2. **Resident Caretaker Salary and Job Description:** After a brief discussion Council agreed to review the job descriptions and salary levels of the resident caretakers.

3. **Noise Complaint:** Council has been made aware of excessive noise caused by loud music and rowdy customers at a business in the commercial section of the complex. Bayside was directed to send a Bylaw warning letter to the Owner of the Unit in question.
4. **Security Access to Loft Homes:** Council discussed security issues with open access to the loft homes. Bayside was directed to obtain a quote from Versatile Door for providing security gates.
5. **Recycle Bins:** Council discussed the placement of recycle bins in the commercial area. Bayside was directed to meet with an inspector from the Burnaby Fire Department regarding this matter.
6. **Complex Signage:** Council noted that several signs around the complex are in need of replacement, particularly in the commercial area. Bayside was directed to have Sandpiper Signs supply and install new signage as needed.
7. **Parkade Crack Repairs:** Council reviewed a quotation from Tykon Concrete Repair for sealing cracks in several areas of the parkade. Following a brief discussion Radenko was directed to obtain a competitive quote for having the work done.

COUNCIL MEETING ATTENDANCE

The Strata Council wishes to remind all Owners that they are welcome to attend Council Meetings as observers. Please notify the property manager in advance if you wish to speak to Council.

TERMINATION

There being no further business to discuss, the Meeting was terminated at 9:35 PM on a motion by Paula Anderson. The next Council Meeting is tentatively scheduled for Wednesday, February 13th, 2008 at 6:30 PM at the party room.



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Recent recommendations to the Real Estate Regulations require a vendor to provide purchasers with copies of minutes. Please retain these minutes provided to you, at no cost, as replacement minutes will be subject to a fee.