

CLARK, WILSON

BARRISTERS & SOLICITORS

Patent & Trade-Mark Agents

Reply attention of: Bonnie S. Elster
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Our File No.: 21648-1

May 5, 1999

BY FAX and MAIL

The Owners, Strata Plan VR 2046
c/o Mr. Peter Kerr
1871 Hillcrest Avenue
Victoria, B.C. V8N 2R7

Dear Owners:

Re: Draft Bylaws to incorporate proposed garages ("Garages") for use of the
Owners, Strata Plan VR 2046

As instructed by you, we provide draft bylaws in respect of the Garages. We drafted these bylaws based on certain assumptions which assumptions should be, for the most part, self evident. Some of the wording is as a result of rights and obligations enumerated in the *Condominium Act*.

We also enclose draft special resolutions. The special resolution with respect to limited common property assumes that the designation of limited common property will be on a garage by garage basis i.e. as and when each of the Garages is completed. The special resolution amending unit entitlement is drafted to be passed once all of the Garages, or at least, all those Garages intended to be constructed, are done. However, the draft bylaws commit the owner to pay higher maintenance fees based on his or her new unit entitlement when the garage is completed and not wait for the special resolution regarding amending unit entitlement to be passed, approved and filed in the Land Title Office.

Please review the attached and provide your comments and those of your fellow owners to the writer. We trust you find the enclosed of assistance.

Yours truly,

CLARK, WILSON

Per: 

Bonnie S. Elster

[REDACTED]

BETWEEN:

(“Strata Corporation”)

_____, being the registered owner(s) of Suite _____ the “Strata Lot”) located at 4701 Glacier Drive, Whistler, B.C. V0N 1B0

(the “Building Owner”)

WHEREAS:

- ①

E. The Strata Corporation has passed and duly registered certain bylaws (the "Bylaws") which regulate the construction, enjoyment, use, repair, maintenance and occupation of the Garages and the common property;

IN CONSIDERATION of the premises, covenants and agreements herein contained and the sum of TEN (\$10.00) DOLLARS now paid by the Building Owner to the Strata Corporation (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as set forth below:

1. The Building Owner covenants and agrees:

- (a) to construct a Garage on the common property in accordance with building permit number _____ dated _____, issued to the Strata Corporation by the Resort Municipality of Whistler (the "Resort Municipality");
- (b) to enter into the contract between the Strata corporation and the contractor approved and authorized by the Strata Corporation to construct the exterior of the Garages, including windows and doors, and the interior floors ceilings, wall etc, but not necessarily including any finishing,
- (c) to construct a Garage on the common property in all respects in accordance with architectural plans (collectively, the "Plans") prepared by Brent Murdoch, (the "Architect") including without limitation, overall dimensions, design, materials and exterior finish;
- (d) not to construct a Garage which differs in any way whatsoever from the exterior of the buildings which currently comprise the Strata Corporation or differ in any way whatsoever from the Plans without:
- (e) first consulting with the Architect, at the Building Owner's sole expense, and with the Building Committee; and,
- (f) if required by the Architect or the Building Committee, obtaining the written authorization of the Resort Municipality and, if obtained, to provide same to the Building Committee of the Strata Corporation and the Architect prior to commencement of construction of those changes to the overall plan,
- (g) to strictly observe and comply with all laws, ordinances, regulations, orders, licences and permits of all constituted authorities having jurisdiction with respect to the Garages, including the Bylaws and the provisions of the *Condominium Act* and any successor statutes, as amended from time to time;
- (h) to strictly adhere to a construction schedule such that the lapse of time from the date of commencement of construction of a Garage to the date of

substantial completion of all aspects of construction does not exceed 150 days;

- (i) to pay to the Strata Corporation, through Whistler Resort Management, (the Strata Corporation's management agent for Garage construction,) the following:
- (j) all sums requested from time to time by the Building Committee in respect of certain portions of the contract being administered by the Building Committee; and
- (k) all sums requested from time to time to fulfil any other obligations made with such contractor regarding any aspects of the construction that are not administered by the Building Committee;
- (l) to pay to the Strata Corporation all costs associated with the construction of the Garages, including, without limitation, all licences, permits, insurance, construction materials, labour, wages, contractors, suppliers, subtrades, surveys and any other costs;
- (m) to pay directly all costs associated with the work of any contractor hired by the Building Owner in connection with interior finishing. In the event that a Building Owner hires another contractor for interior finishing of the Garage, the Building Owner will forthwith deliver to the Strata Corporation a copy of the contract between the Building Owner and the contractor to ensure that such contract shall contain the following clauses or clauses very similar to the following:

The contractor will:

- A. *keep the common property, at all times, clean and free of all construction materials, debris and packaging (collectively, "Construction Refuse");*
- B. *not permit any Construction Refuse to be deposited in the Strata Corporation's disposal containers;*
- C. *make arrangements for the prompt removal of all Construction Refuse from the common property;*
- D. *ensure that store construction materials and Construction Refuse are stored safely to avoid risk to the common property and third parties, including without limitation, other owners, their families, guests and visitors;*
- E. *ensure that building materials are stored properly and securely to avoid fire, theft, vandalism, etc.*

- F. *purchase and maintain course of construction insurance (the "Construction Insurance"), including third party liability for the project at a minimum of \$ _____; name the Strata Corporation as a named insured in respect of such insurance policy; and forthwith provide evidence of same to the Strata Council prior to commencement of construction;*
- (n) to be liable for and be required to repair at the Building Owner's sole expense, all damage to common property, common assets and common facilities of the Strata Corporation or to any strata lot caused by or arising out of or from the construction, use, maintenance, repair or occupation of the Garage;
- (o) to be liable for and attend promptly to all ongoing costs associated with the Garage including, costs for insurance and maintenance, repair and replacement which may be required from time to time to keep same in a good and serviceable state of repair, whether such maintenance, repair and replacement is to the interior or exterior of the Garage. For greater certainty, the responsibility of the Building Owner for maintenance, repair and replacement of the Garage includes, without limitation, the building envelope, the walls, the gutters and downpipes, the roof, the exterior finishing, the doors, the structure, the foundation, the skylights and windows and the decorating of the whole of the exterior of the Garage;
- (p) to indemnify and save harmless the Strata Corporation against any and all claims, demands, expenses, costs, damages, charges, actions and other proceedings made or brought against, suffered by or imposed upon the Strata Corporation or its property in respect of any loss, damage or injury to any person or property, directly or indirectly, arising out of, resulting from or sustained by reason of the Building Owner's construction, use, enjoyment, maintenance, repair, replacement or occupation of a Garage;
- (q) to ensure that the hours of construction and maintenance/repair work are restricted to between 8:00 a.m. and 5:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. Saturdays and to strictly observe the bylaws of the Resort Municipality in connection with construction;
- (r) to be responsible for insuring the Building Owners' personal effects, placed in a Garage, from fire, theft, vandalism or other damage and any other perils;
- (s) to immediately give notice in writing to the Strata Corporation of any damage to common property or any strata lot, including any accidents, which may give rise to a claim to an insurance company;

- (t) not to bring, keep, place or store any combustible or offensive goods or materials in or around a Garage and not permit anything to be done in or around a Garage which will in any way create a risk of fire or increase the rate of fire insurance payable on a Garage or the common property;
 - (u) not to store an unlicensed or uninsured vehicle in the Garage or on common property;
 - (v) not to lease, assign, sublease or otherwise grant a right or rights to any person in connection with the Garage separately from that of the Building Owner's Strata Lot; and
 - (w) not, except as provided in the Plans, to use or convert a Garage into residential accommodation or allow any person to occupy the Garage for residential purposes.
2. The Building Owner shall waive and release the Strata Corporation from any liability, including negligence, as a result of injury (including death) to the Building Owner, the Building Owner's family, visitors, guests, servants, tenants or agents or any loss of or damage to property, in connection with the construction, use, maintenance, repair and occupation of a Garage.
 3. In addition to and without prejudice to any other rights and remedies of the Strata Corporation, the parties hereto agree that the Strata Corporation may perform or discharge the obligations or liabilities of the Building Owner herein contained or arising from the violation of the Bylaws of the Strata Corporation and will be entitled to recover all costs, including without limitation, legal costs, thereof from the Building Owner. Such costs will be added to and become part of the assessment of that Building Owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation and become due and payable on the date of payment of the next following monthly assessment and will be considered a common expense for the purposes of section 37 of the *Condominium Act* or any successor statutes.
 4. The Building Owner, who disposes of the Strata Lot, whether by sale, transfer, lease or otherwise, shall provide to the transferee a copy of the Bylaws and a copy of this Agreement.
 5. The Building Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to a Garage, the common property, common facilities, common assets or to any strata lot howsoever caused, including, without limitation, a Building Owner's act, omission, negligence or carelessness or the act, omission, negligence or carelessness of any member of the Building Owner's family or the Building Owner's guests, employees, agents or tenants, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of this Section 5,

any insurance deductible paid or payable by the Strata Corporation will be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Building Owner and will be added to and become part of the assessment of that Building Owner for the month next following the date on which the expense was incurred and shall be considered a common expense as defined in section 37 of the *Condominium Act* or any successor statutes.

6. The Building Owner shall indemnify and save harmless the Non-Building Owners from the expense of any maintenance, repair or replacement rendered necessary to a Garage howsoever caused, including, without limitation, a Building Owner's act, omission, negligence or carelessness or that of any member of the Building Owner's family or the Building Owner's guests, employees, agents or tenants.
7. The Building Owner shall indemnify and save harmless the Strata Corporation and the Non-Building Owners from and against any and all claims, demands, expenses, costs, damages, charges, actions and other proceedings made or brought against, suffered by or imposed upon the Strata Corporation or a Non Building Owner or their respective property in respect of any loss, damage or injury to any person or property, directly or indirectly, arising out of, resulting from or sustained by reason of the Building Owner's construction, use, enjoyment, maintenance, repair, replacement or occupation of a Garage.
8. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
9. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Effective Date (as defined below).
10. There are no representations, warranties, collateral agreements, or conditions except as herein specified.
11. This Agreement will enure to the benefit of and be binding upon the Building Owner and the owner from time to time of the Strata Lot. The benefit of this Agreement may not be assigned by the Building Owner except to the owners from time to time of the Strata Lot, each of whom shall, upon becoming the owners of the Strata Lot, be deemed to have assumed all of the obligations of the Building Owner hereunder.
12. As and so often as the Strata Corporation may require, the Building Owner will, at the its sole expense, execute and deliver to the Strata Corporation, all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as in the opinion of the Strata Corporation are necessary or advisable to give full effect to the provisions and intent of this Agreement.

13. If the Building Owner is more than one person, then all covenants, agreements, liabilities, and obligations entered into or imposed upon the Building Owner hereunder will be deemed to be both joint and several.
14. Except as otherwise specifically provided herein, the obligations of the parties arising herefrom will not merge on the Effective Date.
15. No consent or waiver, express or implied, by the Strata Corporation to or of any breach or default by the Building Owner in the performance by the Building Owner of any obligation hereunder will not be deemed or construed to be a consent or waiver to or of any other breach or default of such obligation or a consent or waiver to or of any other obligation of the Building Owner.
16. Any notice required or permitted to be given to any of the parties to this Agreement will be in writing and may be given by prepaid post, electronic facsimile transmission to the address of such party first above stated or such other address as either party may specify by notice in writing to the other party. Such notice will be deemed to have been given and received if mailed, on the third day following the mailing thereof, if by facsimile or other electronic communication, on successful transmission.
17. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.
18. This Agreement will be governed by and construed in accordance with the law of British Columbia.
19. The remedies to which the Strata Corporation may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which the Strata Corporation may be entitled, and the Strata Corporation will be entitled to pursue any and all of its remedies concurrently, consecutively, and alternatively.
20. If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.
21. All social service tax and goods and services tax payable arising out of the transactions contemplated by this Agreement will be the responsibility of and for the account of the Building Owner and the Building Owner will and does hereby indemnify and save harmless the Strata Corporation from any liability therefor.

22. Time is of the essence of this Agreement.

IN WITNESS WHEREOF the Strata Corporation and the Building Owner have executed and delivered this Agreement on the respective dates set forth below to be effective from the day of _____ 2000 (the "Effective Date").

SIGNED, SEALED and DELIVERED by _____)
_____ this _____ day of _____)
_____, 2000 in the presence of: _____)

Signature _____)

PRINT NAME: _____)

Print Name _____)

Address _____)

Occupation _____)

THE OWNERS, STRATA PLAN VR 2046
this _____ day of _____, 2000

Member of Council

Member of Council

RESOLUTION
Of
THE OWNERS, STRATA PLAN VR 2046
(designating limited common property
pursuant to Section 74 of the Strata Property Act, S.B.C. 1998, c. 43)

WHEREAS THE OWNERS, STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively, "Garages" and individually, a "Garage");

AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 have agreed that the owners of three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;

AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 deem it desirable to designate the each of the Garages, as they are completed, as limited common property in accordance with resolution passed by a $\frac{3}{4}$ vote pursuant to Section 74 of the Strata Property Act, S.B.C. 1998, c.43 or any successor statute;

AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 wish to designate the Garage as limited common property in accordance with the sketch map defining the areas of limited common property and specifying the strata lot entitled to the benefit of the designation;

AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of this resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a $\frac{3}{4}$ vote of THE OWNERS, STRATA PLAN VR 2046 that the Garage designated on the sketch plan attached hereto as Schedule "A" to this resolution be and is hereby designated as limited common property for strata lot 3.

The above resolution was duly passed by a $\frac{3}{4}$ vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 25, 2000.

Strata Council Member

Strata Council Member

RESOLUTION
OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;


AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

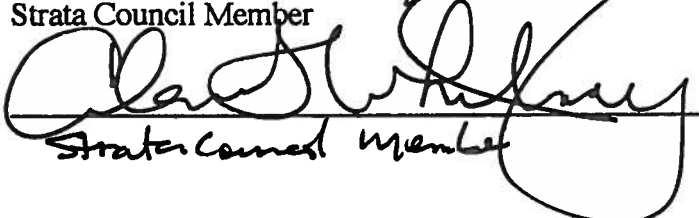
AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION be and is hereby designated as limited common property for strata lot 4.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member

RESOLUTION OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;

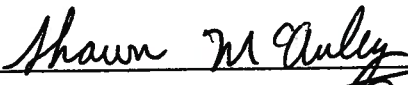
AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

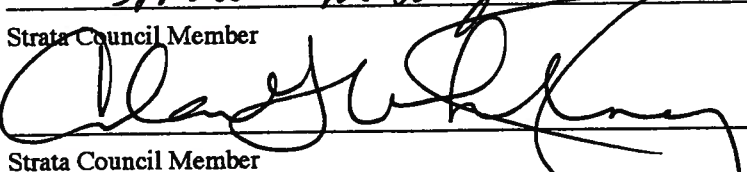
AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION be and is hereby designated as limited common property for strata lot 7.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member

RESOLUTION OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS, STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;


AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

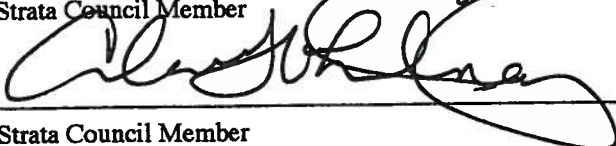
AND WHEREAS THE OWNERS, STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION be and is hereby designated as limited common property for strata lot 8.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member

RESOLUTION OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION and being the southern portion of this detached garage, be and is hereby designated as limited common property for strata lot 10.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



RESOLUTION OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;

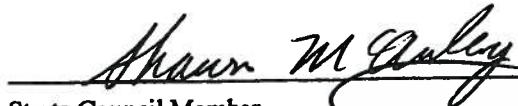
AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;


AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION be and is hereby designated as limited common property for strata lot 11.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member

RESOLUTION OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;


AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

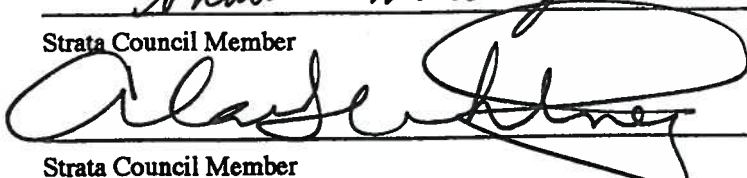
AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION and being the northern portion of this detached garage, be and is hereby designated as limited common property for strata lot 14.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member

RESOLUTION OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

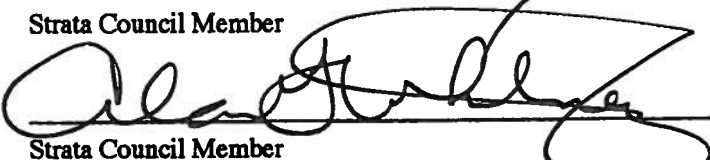
AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION be and is hereby designated as limited common property for strata lot 15.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member

RESOLUTION OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;


AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION be and is hereby designated as limited common property for strata lot 16.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member

RESOLUTION
OF
THE OWNERS, STRATA PLAN VR 2046- CEDAR HOLLOW
(designating limited common property pursuant to Section 74 of the Strata Property Act,
S.B.C. 1998,c43)

WHEREAS THE OWNERS , STRATA PLAN VR 2046 deemed it desirable to construct garages (collectively "garages", and individually a "Garage";

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 HAVE AGREED that the owners of the three bedroom strata lots may construct a single attached garage with residential accommodation above and the owners of one bedroom strata lots may construct a single detached garage without residential accommodation;


AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 deem it desirable to designate each of the garages as they are completed as limited common property in accordance with resolution passed by a 3/4 vote pursuant to Section 74 of the Strata Property Act S.B.C.1998 c.43 or any successor statute;

AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 wish to designate the garage as limited common property in accordance with the sketch map defining the area of limited common property and specifying the strata lot entitled to the benefit of the designation;

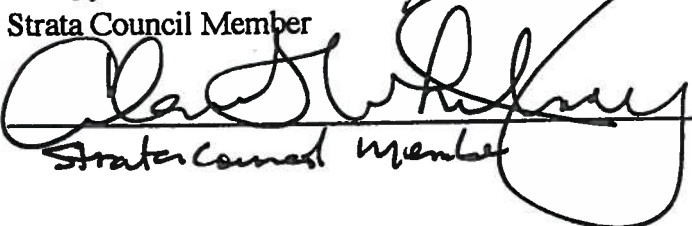
AND WHEREAS THE OWNERS , STRATA PLAN VR 2046 now attach the sketch map as Schedule A hereto which Schedule forms part of the resolution;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION passed by a 3/4 vote of THE OWNERS, STRATA PLAN VR 2046 THAT THE GARAGE DESIGNATED ON THE SKETCH PLAN ATTACHED HERETO AS SCHEDULE A TO THIS RESOLUTION be and is hereby designated as limited common property for strata lot 4.

The above resolution was duly passed by a 3/4 vote at a general meeting of The Owners, Strata Plan VR 2046 held on March 26, 2000.



Strata Council Member



Strata Council Member