

The Owners, Strata Plan KAS1911

(Desert Gardens)

***c/o 272 Lansdowne Street
Kamloops, BC V2C 1X7***

Phone: (250) 372-1232

Fax: (250) 372-5363

February 13, 2026

You are hereby notified that the annual general meeting of The Owners, Strata Plan KAS1911 will be held as follows:

DATE: March 5, 2026
TIME: 6:30 PM (Sign-in at 6:00 PM)
**PLACE: Unit 101- 540 Seymour Street
Kamloops, BC V2C 2G9**

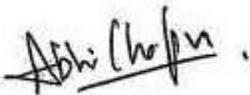
*****Owners will need to bring their own chairs*****

IF YOU ARE UNABLE TO ATTEND THIS MEETING, A PROXY IS INCLUDED IN THIS PACKAGE TO SUPPLY YOUR VOTE. SPOUSES OF OWNERS NOT REGISTERED ON TITLE WILL REQUIRE A PROXY TO VOTE AT THE MEETING.

PLEASE ENSURE YOUR STRATA FEES ARE UP TO DATE. OWNERS SUBJECT TO LIENS FOR UNPAID FEES MAY NOT BE ELIGIBLE TO VOTE.

Sincerely,

CML PROPERTIES



Per/ Abhi Chopra
Property Manager

Enclosures:

Agenda
Proxy Form
Proxy Instructions and AGM Guidelines
Minutes of AGM held March 6, 2025
Insurance Coversheet and Pamphlet
Balance Sheet as at December 31, 2025
Statement of Income & Expense and Retained Earnings with
Proposed Operating Budget for 2026
Strata Fee Distribution Schedule

***The Owners, Strata Plan KAS1911
(Desert Gardens)***

AGENDA

1. Call to order
2. Certify proxies and corporate representatives
3. Determine that there is a quorum
4. Elect a chair for the meeting
5. Present to the meeting proof of notice of meeting or waiver of notice
6. Approve the agenda
7. Approve minutes of March 6, 2025, annual general meeting
8. Unfinished business from previous meetings, if any
9. Reports from council, if any
10. Ratify new rules passed by the Strata Corporation under Section 125 of the Act, if any
11. Report on insurance coverage in accordance with Section 154 of the Act
12. Report on financial statements
 - a. Report on emergency expenditures made under Section 98.3 of the Act,
 - i. \$2,392.95 – re-keying of building entrance doors
 - ii. \$1,837.50 – underground parking leak inspection
 - iii. \$5,355.00 – window replacement unit 412 & 414
 - b. Report on financial statements to December 31, 2025
13. Presentation and approval of the budget for 2026 in accordance with Section 103 of the Act
14. New business: none proposed
15. Election of council
16. Termination of meeting

Strata Property Act
FORM A
PROXY APPOINTMENT

RE: Strata Lot # _____ or Unit # _____ of Strata Plan KAS1911

1. PROXY FOR A SPECIFIC MEETING

I/We, _____ the
owner(s) of the Strata Lot described above appoint _____
to act as my/our proxy at the annual general meeting to be held on March 5, 2026

Limitations on Proxy, if any

Date _____

Signature of Owner

Signature of Owner

PROXY INSTRUCTIONS:

- A proxy is not required if the owner of the property is attending the AGM in person.
- Please insert your strata lot # where indicated. In some instances a strata lot number differs from your unit number. Insert your unit number if you are not aware of your strata lot number
- Insert the full name of the individual you are appointing as your proxy. This person need not be an owner in the complex however the Strata Property Act forbids the strata manager from holding proxies.
- **Incomplete or unsigned proxies will be rejected.**
- Co-owners should all sign the proxy. Corporate owners should include a corporate seal affixed or some other verification of the authorized signing officer of the company who has completed the proxy.
- Proxies may be delivered at the meeting or faxed/mailed or emailed **at least 24 hours prior to:**
 - Strata Plan KAS1911
 - c/o 272 Lansdowne Street, Kamloops, BC V2C 1X7
 - Fax: 250-372-5363 Email: info@cmlproperties.ca

ANNUAL AND SPECIAL GENERAL MEETING GUIDELINES

In order to ensure a smooth and productive annual/special general meeting, it is important that owners follow some basic guidelines. This will allow all items on the agenda to be covered in a timely fashion without the meeting being unreasonably long or disjointed.

Basic Guidelines:

- One person speaks at a time
- Business is conducted using motions - motions must be seconded and then discussion will be allowed, followed by a vote to carry or defeat the motion
- During discussion, please stand up, declare if speaking for or against the motion, and state why.
- In order to avoid unreasonably long discussion, each owner may only speak once regarding any one issue.
- Just because you make a motion, or second a motion, does not mean you must vote in favour of the motion
- Disagree with motions or ideas, not other people directly
- Changes to the budget require majority approval of all owners represented in person or by proxy
- Adopting or amending bylaws require $\frac{3}{4}$ approval of all owners represented in person or by proxy
- Significant changes to the agenda and proposed resolutions cannot be made at the AGM as it would prejudice those owners who did not attend based on the circulated agenda – the agenda must be followed.
- While discussing a topic, please avoid raising other issues which will steer the discussion off track.
- In order to keep the meeting a reasonable duration, please avoid raising issues which should be addressed by strata council, and not the entire complex.
- Please remember that each Strata Council member volunteers a lot of their personal time each year working on your behalf. Strata Council deserves your thanks and appreciation.
- There will always be differing opinions! Agree to disagree and decisions will be made in a democratic fashion.

Thank you for helping ensure a successful meeting.

The Owners, Strata Plan KAS1911

*(Desert Gardens)
c/o 272 Lansdowne Street
Kamloops, BC V2C 1X7*

Phone: 250-372-1232

Fax: 250-372-5363

Minutes of the **Annual General Meeting of Strata Corporation KAS1911** held at 6:00 PM on March 6, 2025 at the Desert Gardens Interior Community Services Centre.

1. The meeting was called to order at 6:04 PM.
2. The roll call was by sign in with the registration of proxies at that time
3. There were twenty-three (23) units with a total of 42.8 **voting rights** out of fifty-four (54) units totalling 73.8 voting rights represented in person or by proxy at the time the meeting was called to order. A quorum being twenty-five (25) **was reached business could be conducted.**
4. Motion was made by SL49, seconded by SL45 to have Abhi Chopra chair the meeting. **CARRIED.**
5. The notice of the meeting was mailed on or about February 14, 2025 in compliance with the Strata Property Act.
6. Motion by SL37, seconded by SL47 to approve the agenda as distributed. **CARRIED.**
7. Motion by SL41, seconded by SL37 to approve the minutes of the previous Annual General Meeting held on February 22, 2024 as presented. **CARRIED.**
8. Reports from Council: The council provided report on the repairs done so far on the strata property. The council briefly mentioned about upcoming repairs for strata.
9. There were no rules to ratify.
10. The report on insurance was presented as required by Section 154 of the *Strata Property Act*. Abhi Chopra reviewed the strata's insurance coverage summary which was included with the AGM notice package.

It is important that all owners carry their own personal condo insurance coverage to make sure there are no gaps in coverage.

If you reside at a bare-land strata then typically the homeowner must obtain property coverage to insure the building and fixtures. In a regular strata (not bareland) this coverage is obtained by the strata corporation. Please consult your insurance broker accordingly.

Homeowners were reminded to have adequate insurance coverage for their own possessions, appliances that are not fixed to the strata lot, and third-party liability. Owners were also advised to obtain the following coverages:

- i. Coverage for the strata corporation's deductible for property, water damage, and sewer back up in the event the strata holds an owner of a strata lot responsible for paying the insurance deductible of a claim.
- ii. Betterment coverage to cover the cost of any upgrades or improvements which have been made to the unit since original construction. The strata corporation's insurance policy will not insure any upgrades to a strata lots fixtures.
- iii. Loss of income (if unit is rented out) and/or living out expenses in the event the unit is uninhabitable for a period of time such as flood, fire or flooding from the river into the underground parking areas which may also result in the building being deemed uninhabitable.
- iv. Any other coverage recommended by your insurance broker.

11. Report on Financial Statements

The financial statements for the period ending December 31, 2024 were reviewed.

Motion by SL49 and seconded by SL37 to approve the financial statements for the period ending December 31, 2024. **CARRIED.**

12. Presentation and Approval of Budget

The proposed budget for the 2025 operating year was provided in the notice package in accordance with Section 103 of the *Act*.

The Insurance line item for the proposed budget sent out with the AGM package was \$ 55,867. The council selected Hub Insurance proposal for KAS1911 after the AGM package was sent out. The new Insurance premium came out to around \$40,000.

There was a discussion on the floor that \$ 15,000 from the Insurance expense category should be moved to Repairs & Maintenance category under the proposed budget.

Motion by SL25 and seconded by SL49 to reduce the insurance line item to \$ 40,000 and increase the Repairs & Maintenance line item to \$ 43,730 under the proposed budget for year 2025. **CARRIED**

Motion by SL37, seconded by SL54 that the 2025 operating budget be approved as **Amended. CARRIED.**

13. New Business:

- a. Resolutions #1 was moved by SL37 seconded by SL36

THE OWNERS, STRATA PLAN KAS1911, DO HEREBY RESOLVE by way of a quorum of 3/4 vote resolution of residential strata lots and by way of a 3/4 vote resolution of non-residential strata lots to make the following amendments to the existing bylaws:

FROM:

3 Use of property

- 5) *Use of property for as long as Seniors Community Centre (SCC), Society #18625 or 495862 BC Ltd. Remains owner of Strata Lot 54, and the following shall apply:*
- a) *SCC will grant and assure 24 hour access to residents of Strata Lots 1 to 53 through the main lobby to the front and rear doors.*
 - b) *SCC will have exclusive use of the rear parking area during SCC business hours.*
 - c) *SCC will have exclusive use of the main floor office located next to the elevator and designated as Common Property.*
 - d) *SCC will grant KAS1911 use of a meeting room for council, general or extraordinary strata meetings as required at no cost to Strata KAS1911.*
 - e) *SCC and their tenants will have use of the front patio for seating, meals or programs, provided such use does not impede required access for residents of Strata Lots 1 to 53.*
 - f) *SCC will have permanent allocation of parking stall 52 for its use at no cost. It may close in the stall and further place storage cabinets along the wall beside the mechanical room and the storage room provided they are no more than 18" deep and are acceptable to authorities having jurisdiction. SCC will be solely responsible for any loss.*
 - g) *SCC and KAS1911 shall agree to specific operating requirements for time to time, regarding such activities as level and time for shut down of music and parties in the Community Centre.*
 - h) *All Common Property within the building is considered a "Non Smoking" Area.*
 - i) *Unless specifically identified herein, use of any other areas would be as per the Strata Property Act of BC.*

TO:

3 Use of property

- 5) *Use of property for **Strata Lot 54, the following shall apply:***
- a) ***Strata Lot 54** will grant and assure 24 hour access to residents of Strata Lots 1 to 53 through the main lobby to the front and rear doors.*
 - b) ***Strata Lot 54** will have exclusive use of the rear parking area during business hours.*
 - c) ***Strata Lot 54 will not receive payment from (but not limited to) tenants, residents, employees, and clients for the exclusive use of common property granted to it under this bylaw.***

- d) *Strata Lot 54 will grant strata KAS1911 use of a meeting room for council, general or extraordinary strata meetings as required at no cost to Strata KAS1911.*
 - e) *Strata Lot 54 and their tenants will have use of the front patio for seating, meals or programs, provided such use does not impede required access for residents of Strata Lots 1 to 53.*
-
-

FROM:

8 Repair and maintenance of property by strata corporation

- 1) *The strata corporation must repair and maintain all of the following:*
 - g) *Strata Lot 54/ The Seniors Community Centre (SCC) will be fully responsible for:*
 - a) *Maintenance and repairs of all materials and equipment located on the main floor including plumbing, electrical, HVAC, fire alarm, fire extinguishers, emergency and exit lighting, and doors (save and except those specifically identified in Bylaw 8 (e) and Bylaw 8 (f).*
 - b) *Maintenance and repairs of boilers in basement mechanical room.*
 - c) *Maintenance and repairs of handicap openers on 2 front aluminum doors.*
 - d) *Maintenance and repairs of rooftop Chillers and kitchen fan exclusively servicing Strata Lot 54.*

TO:

8 Repair and maintenance of property by strata corporation

- 1) *The strata corporation must repair and maintain all of the following:*
 - g) *Strata Lot 54 will be fully responsible for:*
 - a) *Maintenance and repairs of all materials and equipment located on the main floor including plumbing, electrical, HVAC, fire alarm, fire extinguishers, emergency and exit lighting, and doors (save and except those specifically identified in Bylaw 8 (e) and Bylaw 8 (f).*
 - b) *Maintenance and repairs of boilers in basement mechanical room.*
 - c) *Maintenance and repairs of handicap openers on 2 front aluminum doors.*
-
-

FROM:

8 Repair and maintenance of property by strata corporation

- 1) *The strata corporation must repair and maintain all of the following:*
 - h) *Responsibility for Payment of Utilities:*
 - a) *All BC Hydro is separately metered. KAS1911 will pay for the house meter. Strata Lot 54/ SCC will only pay its own meter. All residential strata lots 1 to 53, are separately metered and the responsibility of each owner/resident.*

- b) *Strata KAS1911 will pay for the BC Gas meter for the entire building. Strata Lot 54/SCC will pay 1/5 of the natural gas costs including the applicable taxes and fees.* **Amended at AGM April 13, 2022**

TO:

8 Repair and maintenance of property by strata corporation

- 1) *The strata corporation must repair and maintain all of the following:*
- h) *Responsibility for Payment of Utilities:*
- a) *All BC Hydro is separately metered. KAS1911 will pay for the house meter. **Strata Lot 54** will only pay its own meter. Residential strata lots 1 to 53, are separately metered and the responsibility of each owner/resident.*
- b) *Strata KAS1911 will pay for the BC Gas meter for the entire building. **Strata Lot 54 will pay 1/4** of the natural gas costs including the applicable taxes and fees.*

Non-Residential Vote on Resolution #1 (20.8 For, 0 Opposed, 0 Abstained)

Residential Vote on Resolution #1 (22 For, 0 Opposed, 0 Abstained)

Resolution #1 CARRIED

- b. Resolutions #2 was moved by SL11 seconded by SL33

THE OWNERS, STRATA PLAN KAS1911, DO HEREBY RESOLVE by way of a quorum of 3/4 vote resolution of residential strata lots and by way of a 3/4 vote resolution of non-residential strata lots to remove the following bylaws:

9 Council size

- 3) *In addition to the elected members of the Strata Council there will be one appointed Council Member who is appointed by the Board of Directors of Seniors Community Centre on the following conditions:*
- a) *This appointed Council Member must be a member in good standing of the Society;*
- b) *Should the Strata Council object the appointment of a specific Director, the Strata Chairman may request an alternate appointment by Seniors Community Centre;*
- c) *The Council Member will be a full voting member but must adhere to the conflict of interest guidelines with the Strata Property Act;*
- d) *The Council Member will only be a voting Council Member as long as Seniors Community Centre creates a reciprocal position for a voting appointed member from Strata KAS1911 on their Board of Directors;*

- e) *The Seniors Community Centre Council Member will not hold the position of Chairman of the Council unless given the unanimous consent of other Council Members.*

31 Rental Limitation:

- (a) *Pursuant to Section 141 of the Strata Property Act, and subject to any exemptions provided under the said Act, only five (5) residential strata lots within the strata corporation are permitted to be rented or leased at any given time (the “Designated Rental Strata Lots”).*
- (b) *Rental of a residential strata lot to a member of the owner’s family or pursuant to a hardship exemption does not count as a Designated Rental Strata Lot for the purposes of calculating the number of Designated Rental Strata Lots permitted under paragraph 1(a) above.*

32 Designated Rental Strata Lot Procedure:

- (a) *The procedure that will apply to the allocation of Designated Rental Strata Lots by the strata council or property manager is as follows:*
 - (i) *each residential strata lot owner wishing to rent their residential strata lot shall first apply in writing to the strata council indicating their request to have their residential strata lot as one of the Designated Rental Strata Lots.*
 - (ii) *if the maximum number of Designated Rental Strata Lots has not yet been reached, and the strata lot owner is not then in default of the terms of the Strata Property Act, the regulations or the bylaws and rules of the strata corporation, then the strata council will authorize the residential strata lot to become a Designated Rental Strata Lot.*
 - (iii) *if the maximum number of Designated Rental Strata Lots stated in Section 1(a) has been reached then the strata council will establish a rental waiting list and will place the strata lot on the rental waiting list as long as the strata lot owner is not then in default of the terms of the Strata Property Act, the regulations or the bylaws and rules of the strata corporation. The strata council must notify the strata lot owner that the Designated Strata Rental Lot limit has been reached or exceeded and that the strata lot owner has been placed on a waiting list.*
 - (iv) *the rental waiting list shall be referred to by the strata council on a first come first served basis in accordance with this bylaw.*
 - (v) *once a residential strata lot has become a Designated Rental Strata Lot it shall remain as a Designated Rental Strata Lot until such time as the residential strata lot is occupied by the registered owner or a member of the registered owner’s family.*
 - (vi) *when a Designated Rental Strata Lot is occupied by the registered owner or a member of the registered owner’s family, then the strata council will make available the opportunity for another residential strata lot to become a Designated Rental Strata Lot. That opportunity will be presented in writing to the first strata lot owner on the rental waiting list who is not then in default of the terms of the Strata Property Act, the regulations or*

the bylaws and rules of the strata corporation or, if there is no rental waiting list, the opportunity will remain available until a strata lot owner applies to have a residential strata lot become a Designated Rental Strata Lot.

- (vii) a response to the strata council's written offer for a residential strata lot to become a Designated Rental Strata Lot must be given to the strata council or property manager in writing within fourteen (14) days of receipt of notice.*
- (viii) if the strata lot owner who is first on the list does not accept the offer of the strata council to make his or her strata lot a Designated Rental Strata Lot within the time period indicated, then the strata council will present the offer to the next strata lot owner on the rental waiting list using the same offering procedure.*
- (ix) this process will continue through each successive strata lot owner on the rental waiting list until such time as a strata lot owner accepts the designation of their strata lot as a Designated Rental Strata Lot.*
- (x) if no one on the rental waiting list wishes to accept the designation of their strata lot as a Designated Rental Strata Lot then the strata council will hold the available space for distribution in accordance with the terms of this bylaw.*
- (xi) upon a strata lot becoming a Designated Rental Strata Lot, the strata lot owner has sixty (60) days in which to vacate the strata lot by himself or herself and his or her family members.*
- (xii) if the strata lot owner and his or her family fail to vacate the strata lot within the sixty (60) days stipulated by this Bylaw, then the strata lot owner is deemed to have relinquished the opportunity to have his or her strata lot as a Designated Rental Strata Lot and the strata council is then free to offer the position of Designated Rental Strata Lot to the next strata lot owner on the rental waiting list.*
- (xiii) once a strata lot has become a Designated Rental Strata Lot it is removed from the rental waiting list. Should the strata lot owner of a Designated Rental Strata Lot fail to comply with the requirements necessary to remain a Designated Rental Strata Lot, the strata lot owner must re-apply for his or her strata lot to become a Designated Rental Strata Lot in accordance with the procedures set out in this bylaw.*
- (xiv) the transfer of title to a strata lot which is on the rental waiting list will not extinguish and remove that strata lot's position on the rental waiting list.*

33 Obligation by Owner:

- (a) Prior to a strata lot owner of a Designated Rental Strata Lot renting to a prospective tenant, the strata lot owner must comply with Section 146 of the Strata Property Act by giving the prospective tenant:
 - (i) the current bylaws and rules (copies of the current bylaws and rules may be obtained from the strata council for a fee of \$.25 per page; and*
 - (ii) a Notice of Tenant's Responsibilities (Form K);*and provide the strata corporation with the Form K signed by the tenant within five (5) days of commencement of a tenancy.*

- (b) *A strata lot owner who wishes to lease his or her strata lot shall ensure the tenants abide by all of the bylaws, rules and comply with the general decorum of the complex.*

34 Bylaw Exemption to Family or Family Members:

- (a) *This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.*
- (b) *"Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.*
- (c) *"Spouse of the Owner" includes an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.*

35 Bylaw Exemption for Hardship

- (a) *Where the limit of leased or rented units established in Section 1(a) of this by-law is reached, subject to any other statutory exemptions, no further rentals shall be permitted to except on grounds that the bylaws create a hardship on the owner pursuant to s. 144 of the Strata Property Act.*
- (b) *An owner may provide a written application to the strata corporation for permission to rent on grounds of hardship stating the following:*
 - (i) *the reason the owner thinks an exemption should be made; and*
 - (ii) *whether the owner wishes a hearing.*
- (c) *The application of the owner should include documentation in support of the reasons for exemption on grounds of hardship.*
- (d) *If the owner wishes a hearing, the strata corporation must hear the owner or the owner's agent within four (4) weeks after the date the application is given to the strata corporation.*
- (e) *An exemption is allowed if the strata corporation does not give its decision in writing to the owner:*
 - (i) *within one week after the hearing;*
 - (ii) *if no hearing is requested, within two (2) weeks after the application is given to the strata corporation.*
- (f) *An exemption granted by the strata corporation may be for a limited time.*
- (g) *The strata corporation must not unreasonably refuse to grant an exemption.*

36 Application of Rental Restriction Bylaw

- (a) *A bylaw that limits rentals does not apply to the strata corporation's commercial strata lots.*
- (b) *A bylaw that limits rentals does not apply to a residential strata lot until the later of:*
 - (i) *one year after a tenant who is occupying the residential strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,*
 - (ii) *one year after the bylaw is passed.*

37 Fines

- (a) *An owner who leases or rents a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the strata council in an amount not to exceed TWO HUNDRED DOLLARS (\$200.00) for each seven (7) day period that the strata lot is leased or rented in contravention of these Bylaws.*
- (b) *Failure to provide a Form K within five (5) working days of the commencement of a tenancy pursuant to Section 3(a) shall be a cause for a FIFTY (\$50.00) DOLLAR fine against the strata lot owner.*

Non-Residential Vote on Resolution #2 (20.8 For, 0 Opposed, 0 Abstained)

Residential Vote on Resolution #2 (22 For, 0 Opposed, 0 Abstained)

Resolution #2 CARRIED

- c. Resolutions #3 was moved by SL36 seconded by SL54

THE OWNERS, STRATA PLAN KAS1911, DO HEREBY RESOLVE by way of a quorum of 3/4 vote resolution of residential strata lots and by way of a 3/4 vote resolution of non-residential strata lots to make the following additions to the bylaws:

3 Use of property

- 8) *All Common Property and Limited Common Property as shown on the strata plan is considered a "Non Smoking" Area*

Non-Residential Vote on Resolution #3 (20.8 For, 0 Opposed, 0 Abstained)

Residential Vote on Resolution #3 (13 For, 9 Opposed, 0 Abstained)

Resolution #3 DEFEATED

14. Election of Council

The following owners were nominated to serve on council for the 2025 term:

- John Trotta
- Gisele Aichele
- Shirley Lunan
- Donald Taylor
- Tushar Jain
- Teri Young
- Monika Monika

Motion by SL11 and seconded by SL37 that nominations from the floor cease and elect the above owners to council by majority vote. **CARRIED.**

15. It was moved by SL30 to terminate the meeting at 7:05 PM. **CARRIED**



HUB International Insurance Brokers

299-3rd Avenue
Kamloops, BC V2C3M4
Ph: (250) 372-3155 Fax: (250) 372-1962

SUMMARY OF COVERAGE

Named Insured: Owners Strata Plan KAS1911

Mailing Address: 272 Lansdowne St., Kamloops BC V2C 1X7

Insurer: Aviva Insurance Company of Canada arranged by South Western Insurance Group (Commercial Policy) and Lloyds Underwriters under Agreement No. B0621P33125624 and Fortress Insurance Company (Casualty Policy)

Binder No: BINDER & BSP110181

Description of Operations: Senior care facility

Location of Risk: 554 Seymour Street, Kamloops, B.C. V2C 2G9

Coverage & Policy Form(s): **AS PER THE ATTACHED SUMMARY OF COVERAGE**

Loss Payable to: **The Insured or Order in Accordance with the Strata Act of BC**

Term: **February 26, 2025 to February 26, 2026**
12:01 a.m. Standard Time at the above mailing address or until cancelled, replaced by a policy or an endorsement thereto.

Currency: Canadian dollars unless otherwise indicated

Conditions: As per terms, conditions, wordings, deductibles and exclusions of insuring Company's policy to be issued.

HUB International Insurance Brokers

Per: **Authorized Representative Name:** Chad Belbin

Authorized Representative Signature: 

Date: February 26, 2025

Initial: **CB/hta**

This document is intended for use as evidence that the insurance described above has been effected, against which Underwriter's certificate or policy will be duly issued where upon this cover note is automatically terminated. Immediate advice must be given of any discrepancies, inaccuracies or necessary changes.

THIS POLICY CONTAINS A CLAUSE WHICH LIMITS THE AMOUNT PAYABLE.

TERMS AND CONDITIONS AS PER INSURER'S STANDARD CONTRACT, SUBJECT TO POLICY WORDINGS, DEDUCTIBLES AND EXCLUSIONS. THIS SUMMARY IS PROVIDED FOR INFORMATION ONLY. PLEASE REFER TO ACTUAL POLICY DECLARATION AND WORDINGS FOR FULL DESCRIPTION OF COVERAGE, DEDUCTIBLES AND LIMITATIONS. IN THE EVENT OF A LOSS THE FORMAL POLICY DECLARATION AND WORDINGS WILL PRESIDE.

ATTACHED TO AND FORMING PART OF SUMMARY OF COVERAGE

Owners Strata Plan KAS1911

February 26, 2025 to February 26, 2026

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COMMERCIAL PROPERTY:

Building: \$ 21,604,000
Contents: \$ 1,063,000

- Subject to:
- Broad Form Wordings
 - Stated Amount Co-Insurance Clause
 - Replacement Cost EXCEPT Stock which is subject to Actual Cash Value Loss Settlement
 - \$10,000 Deductible per loss occurrence except for
 - \$10,000 Deductible for Sewer Backup/Water Damage
 - 5% or \$100,000 Deductible for Earthquake
 - \$25,000 Deductible for Flood
 - Contagious Disease Exclusion Endorsement
 - Sanctions Exclusions Endorsement
 - Cyber Risk Exclusion

BUSINESS INTERRUPTION:

Actual Loss Sustained

- Subject to:
- Indemnity Period: 12 Months
 - Extra Expense - \$500,000 Limit

CRIME COVERAGE:

Employee Dishonesty \$ 100,000
Loss Inside/Outside Premises \$ 10,000
Counterfeit Currency \$ 100,000
Depositors Forgery \$ 100,000
Credit Card Forgery \$ 100,000
Computer Fraud \$ 100,000
Audit Expense \$ 100,000
Residents Trust Funds \$ 100,000
Third Party Bonding \$ 25,000

- Subject to: - \$1,000 Deductible per loss occurrence

EQUIPMENT BREAKDOWN COVERAGE:

Combined Direct Damage/Business Interruption (Actual Loss Sustained) \$ 50,000,000

- Subject to:
- Extensions as per policy wordings
 - Deductible: \$5,000

TERRORISM COVERAGE:

\$ 500,000

Protection for Property Damage due to an Act of Terrorism or Sabotage

- Subject to:
- \$1,000 Deductible per occurrence
 - Business Interruption Extension

DIRECTORS' & OFFICERS' LIABILITY (CLAIMS MADE FORM):

- **Directors & Officers Liability** \$ 5,000,000
- **Discrimination Defense Costs** \$ 10,000
- **Discrimination Defense Costs – Aggregate** \$ 25,000

ATTACHED TO AND FORMING PART OF SUMMARY OF COVERAGE

Owners Strata Plan KAS1911

February 26, 2025 to February 26, 2026

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COMMERCIAL GENERAL LIABILITY:

Bodily Injury, Each Occurrence	\$ 5,000,000
Property Damage, Each Occurrence	\$ 5,000,000
Personal Injury Liability, Each Occurrence	\$ 5,000,000
Professional Liability, Each Occurrence	\$ 5,000,000
Transfusion Liability, Each Occurrence	\$ 5,000,000
Voluntary Compensation, Each Occurrence	\$ 5,000,000
Tenants Legal Liability, any one premises	\$ 5,000,000
SPF #6 – Non-Owned Automobile Liability	\$ 5,000,000
Medical Payments	
Per Person	\$ 10,000
Per Occurrence	\$ 100,000
Employee Benefits Liability, Each Claim/Aggregate	\$ 2,500,000
Administrators’ Errors and Omissions, Each Occurrence	\$ 5,000,000
Legal Proceeding Expense Reimbursement	
Each Proceeding	\$ 50,000
Annual aggregate	\$ 250,000

Subject to:

- \$5,000 Property Damage and Bodily Injury Deductible
- \$5,000 Tenants Legal Liability Deductible
- \$1,000 Deductible for Medical Payments, Employee Benefits and Legal Proceeding Expense Reimbursement

Including:

- Occurrence Bodily Injury & Property Damage
- Advertising Injury Liability Endorsement
- Good Samaritan Endorsement
- Data Exclusion Endorsement, Terrorism Exclusion Endorsement, Asbestos Exclusion Endorsement, Fungi and Fungal Derivatives Exclusion Endorsement, Pollution Exclusion Amendment, Hairdressing Operations Endorsement, Liability Contagious Disease Exclusion Endorsement, Wrongful Dismissal Exclusion Endorsement, Electronic Data Exclusion Endorsement, Sanctions Exclusions Endorsement

STRATA / CONDOMINIUM VOLUNTEERS ACCIDENT COVERAGE:

Cover provided is for injury sustained by an Insured Person while performing volunteer duties as assigned and authorized by the member Insured being the Strata/Condominium Corporation

• Principal Sum (\$2,500,000 Aggregate Limit)	\$ 100,000
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Subject to: - \$500 Deductible per occurrence

LEGAL EXPENSE:

• Limit any one Claim	\$ 250,000
• Aggregate Limit	\$ 1,000,000

Subject to:

- Enhanced Coverage Plus
- \$500 Deductible
- Claims Made Basis
- Includes Telephone Legal Advisory Service
- Retroactive Date: February 26, 2025
- Cyber Exclusion LE, LE Communicable Disease Exclusion

CONDOMINIUM INSURANCE IN BRITISH COLUMBIA

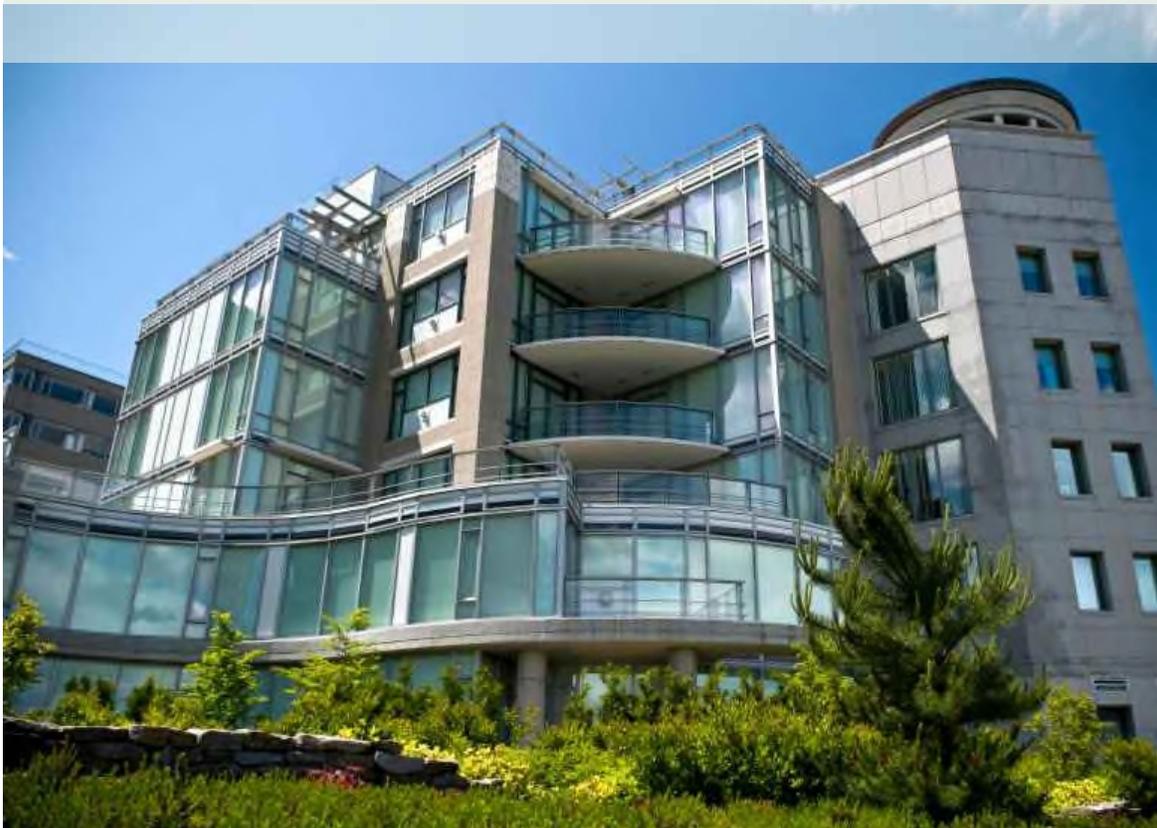


HOME INSURANCE → VISIT IBC.CA



WHAT IS A STRATA UNIT?

In British Columbia, the word 'strata' is synonymous with 'condominium'. Typically, strata unit ownership is divided by the walls, ceiling and floors within the building and includes any improvements to your unit. Strata unit owners experience some of the best aspects of both home ownership and co-ownership; they have title to their own units, as well as a share in common property.



What is common property?

Any area available for use by all strata unit owners is considered **common property**. Some examples include the lobby, elevators, gardens, swimming pool and other recreational facilities. In some strata developments, an area of common property is used exclusively by unit owners. For example, strata balconies may be listed as common property but each strata unit owner has private use of his or her balcony. This is known as **limited common property**.

What is a bare land strata?

Unlike conventional strata unit ownership, **bare land strata** ownership is divided by land. For bare land strata, common property typically consists of streets or roadways providing access to the strata development.

What is a strata corporation?

A **strata corporation** manages the strata's operations and business affairs and protects the property interests of all strata owners.

Additional responsibilities include:

- Setting up a Board of Directors
- Managing and maintaining the strata's common property
- Holding unit owners' meetings
- Ensuring that unit owners comply with applicable bylaws.

Strata Property Act

The *Strata Property Act* specifies that strata corporations are responsible for common property and strata unit owners are responsible for their units. Consequently, insurance policies for strata unit owners and strata corporations are separate contracts with their own terms and conditions.

In the event of a claim involving common strata property or individual strata units, strata corporations and strata unit owners should be aware of the deductible associated with losses and who is responsible for paying it. IBC encourages strata unit owners and strata corporations alike to understand the terms and conditions of insurance coverage in addition to knowing their respective obligations under the bylaws of their strata corporations and the *Strata Property Act*.

The Act specifies that strata corporations must obtain property insurance in addition to purchasing a minimum of \$2 million in liability insurance against

bodily injury and property damage claims. Strata corporations must also obtain depreciation reports every three years (unless a majority vote to waive the requirement is secured or if the strata corporation has four or fewer strata lots).

While depreciation reports are primarily helpful to strata corporations to plan the repair, maintenance and replacement of common assets and common property areas, they also provide useful information to strata owners, prospective buyers, mortgage providers and insurance companies.

Strata corporations may also obtain directors' and officers' liability insurance to cover claims in the event of errors and omissions made by directors and officers in carrying out their duties.

Civil Resolution Tribunal Act

The *Civil Resolution Tribunal Act* designates the Civil Resolution Tribunal to hear certain strata property disputes and small claims disputes such as non-payment of strata fees and non-enforcement of strata bylaws.

The tribunal serves as an alternative to the traditional dispute resolution process of the British Columbia Provincial Court's small claims court division.

COVERAGE

A strata corporation's insurance may cover insured losses to the strata building and common property but does not cover a unit owner's personal contents, liability or unit improvements.

Having to replace everything in the event of a fire or being held liable for a guest's physical injuries or for fire damage you cause to neighbouring units would be a financial hardship on most unit owners. While these scenarios may seem unlikely, insurance would typically provide coverage in these circumstances. Condominium insurance is more than just a policy guarding personal contents and liability; it represents peace of mind.



What is typically covered?

THE STRATA CORPORATION'S INSURANCE POLICY TYPICALLY COVERS:

- The buildings shown on the strata plan.
- Common property such as hallways, stairs, roof, pools, garages, driveways, etc.
- Fixtures built or installed as part of the original construction such as floor and wall coverings, electrical and plumbing fixtures.
- Strata assets such as furniture, equipment, etc.
- Liability of the strata corporation for claims of property damage and bodily injury suffered by others.

THE STRATA UNIT OWNER'S POLICY TYPICALLY COVERS:

- Personal property such as clothing, household items and furniture as well as items stored in lockers.
- Unit upgrades, also known as betterments or improvements, (for example, custom hardwood flooring, custom counters, etc.) made by current and previous unit owners, up to a stated limit.
- Additional living expenses, over and above the *normal cost of living*, in the event you are unable to live in your home due to an insured loss. This includes reasonable hotel accommodations and meal expenses.
- Unit owner's personal liability for any bodily injury or property damage unintentionally caused to others.

Unit owners should speak with their insurance representatives to ensure they have adequate coverage limits that reflect the value of their personal property, the cost to replace it and the value of any unit improvements.

Other available coverage

Here are examples of other coverage(s) available to strata unit owners:

- **Increased unit improvements and betterments coverage** provides additional coverage for unit upgrades above the standard limits of a unit owner's policy.
- **Unit additional protection coverage insures** *the original strata unit itself* (for example, walls, ceiling, floors) so that unit owners are protected in the event the strata corporation's insurance is insufficient.
- **Strata insurance deductible assessment coverage** is unique to condominium insurance. For example, if common property is damaged due to a sudden and accidental rupture of a water pipe, the strata corporation would generally file a water damage claim with its own insurance company. Each unit owner may be assigned a portion of the deductible to be paid. In other situations, the unit owner may be responsible for the entire deductible. This might occur where the loss is caused by the unit owner's actions or if the loss originated from the individual unit. This coverage would cover the deductible assessment up to a stated amount.
- **Loss assessment coverage** is also available. Since strata unit owners share responsibility for common property, this coverage typically pays their share (up to a stated limit) to cover major property and liability losses on *common property* that may exceed the strata corporation's policy limits.
- **Earthquake coverage** is optional but very important for residents in earthquake-prone British Columbia. It generally covers loss or damage caused to property and its contents by the actual shaking of the earth. Applicable policy conditions may differ from that of other coverage.

Strata unit owners should speak to their insurance representatives for further details or to discuss the availability of additional coverage.

Insurance policies for unit owners and strata corporations are separate contracts with their own terms and conditions. Both parties should be aware of the deductibles for losses and who is required to pay for them. The deductible is the amount you will be required to pay in the event of a loss. It must be paid, regardless of who is at fault.

Unit owners should also be familiar with the claims process and know their obligations under the bylaws of their strata corporations.

WATER DAMAGE PREVENTION

Water damage is one of the leading causes of insurance claims. It can result in costly repairs to a single unit as well as neighbouring units. Fortunately, there are simple steps that can help reduce this kind of damage.

WATER DAMAGE PREVENTION CHECKLIST

- ✓ Know who is responsible – the unit owner or the strata corporation – for plumbing maintenance (including hot water tanks, leaks and other issues) in the building. Plumbing should be routinely checked by a certified professional.
- ✓ Items such as cat litter, pills or grease should not be disposed of in toilets or sinks.
- ✓ Unit owners should ensure that their toilets, washing machines and dishwashers aren't running when they're not home. If unit owners will be away from home for more than a few days, they should have a trusted neighbour or friend check their homes.
- ✓ Washing machine hoses should be checked regularly for leaks and discharge hoses secured firmly in place. If possible, rubber washing machine hoses should be replaced with stainless steel. A washer's shut-off valve should be turned off after each use.
- ✓ Drop some food colouring into toilet tanks to check for leaks. If colouring appears in the toilet bowl, there is a leak.

Unit owners and strata corporations should be familiar with the types of water damage covered by their respective policies, along with deductible amounts, in the event of a water damage claim.



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The information provided in this brochure is intended for educational and informational purposes only.
Please consult the appropriate qualified professional to determine if this information is applicable to your circumstances.

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The Owners, Strata Plan KAS1911**BALANCE SHEET**

As At December 31, 2025

CML Properties

YTD Actual

ASSETS**Current Assets**

Cash - Operating	\$14,637.98
Cash - Contingency Reserve Fund	\$288,511.98
Petty Cash - General	\$100.00
Accounts Receivable	\$3,213.64
Due (To)/From Fortis	(\$3,223.07)
Prepaid Expenses	\$7,408.05
Total Current Assets	\$310,648.58
TOTAL ASSETS	\$310,648.58

LIABILITIES & EQUITY**LIABILITIES****Current Liabilities**

Accounts Payable	\$4,108.87
Accrued Liabilities	\$8,195.02
Payroll Liabilities	\$129.84
Loan From Contingency Reserve Fund	\$0.00
Unearned Revenue	\$361.30
Total Current Liabilities	\$12,795.03
TOTAL LIABILITIES	\$12,795.03

EQUITY**Restricted Equity**

Contingency Reserve Fund	\$288,511.98
Total Restricted Equity	\$288,511.98
Retained Earnings	
Retained Earnings - Current	\$9,341.57
Total Retained Earnings	\$9,341.57
TOTAL EQUITY	\$297,853.55
TOTAL LIABILITIES & EQUITY	\$310,648.58

**Strata Corporation KAS1911
Desert Gardens**

STATEMENT OF INCOME AND EXPENSE FOR THE YEAR ENDING DECEMBER 2025 WITH THE PROPOSED BUDGET FOR THE YEAR ENDING 2026			
	ACTUAL (12 MONTHS) DECEMBER 2025	APPROVED BUDGET DECEMBER 2025	PROPOSED BUDGET DECEMBER 2026
INCOME			
Strata Fee Income - January to March	\$ 62,763.69	\$ 62,763.69	\$ 71,003.10
Strata Fee Income - April to December	213,009.30	213,009.27	213,813.99
Interest Income	642.66	1,000.00	300.00
Lien Recovery	1,000.00	500.00	500.00
Miscellaneous Income	400.00	150.00	100.00
Move In/Out/Penalty Income	825.00	350.00	200.00
TOTAL OPERATING INCOME	\$ 278,640.65	\$ 277,772.96	\$ 285,917.09
EXPENSES			
Bank Charges	\$ 219.64	\$ 450.00	\$ 440.00
Caretaker	31,845.59	33,000.00	33,000.00
Cleaning - Janitorial	216.46	500.00	500.00
Consulting Fees	8,054.11	2,000.00	4,000.00
Contingency Reserve - January to March	5,911.74	5,911.74	6,266.67
Contingency Reserve - April to December	18,800.01	18,800.00	25,000.00
Elevator	9,294.81	8,000.00	9,000.00
Enterphone	603.71	650.00	650.00
Fire System	7,381.68	3,500.00	5,000.00
Garbage Removal	3,461.00	4,000.00	4,100.00
Insurance	41,772.40	40,000.00	45,000.00
Landscape Maintenance	209.79	350.00	300.00
Legal	79.24	150.00	150.00
Lien Expense	862.19	500.00	500.00
Management Fees	21,262.50	21,262.50	22,884.75
Real Estate Audit	315.00	315.00	315.00
Meetings/Reports/Office	851.07	600.00	600.00
Repairs & Maintenance	31,784.49	43,730.00	43,710.00
Snow Removal	2,174.68	4,000.00	4,000.00
Utilities: Gas	29,076.91	34,000.00	34,000.00
Utilities: Light/Power	13,430.41	16,500.00	16,500.00
Utilities: Sewer/Water	27,236.49	25,000.00	30,000.00
TOTAL OPERATING EXPENSES	\$ 254,843.92	\$ 263,219.24	\$ 285,916.42
NET OPERATING SURPLUS (DEFICIT)	23,796.73	14,553.72	0.67
PRIOR RETAINED EARNINGS (DEFICIT)	(14,455.16)	(14,455.16)	9,341.57
TRANSFER (TO)/FROM CRF	-	-	(9,341.57)
NET RETAINED SURPLUS (DEFICIT) FOR THE YEAR	\$ 9,341.57	\$ 98.56	\$ 0.67

STATEMENT OF CONTINGENCY RESERVE			
	ACTUAL (12 MONTHS) DECEMBER 2025	APPROVED BUDGET DECEMBER 2025	PROPOSED BUDGET DECEMBER 2026
CONTINGENCY RESERVE FUND OPENING BALANCE	\$ 276,096.44	\$ 276,096.44	\$ 288,511.98
Contributions from Strata Fees	24,711.75	24,711.74	31,266.67
Interest Income	7,789.24	-	-
Transfer (to)/from Retained Earnings	-	-	9,341.57
Expenditures - Section 98.3	(9,585.45)	-	-
Expenditures - 2024 Repair/Repl Decking Membranes <i>*Approved</i>	(10,500.00)	(20,000.00)	(9,500.00)
CONTINGENCY RESERVE FUND CLOSING BALANCE	\$ 288,511.98	\$ 280,808.18	\$ 319,620.22

Strata Corporation KAS1911
Strata Fee Distribution

April 1, 2026

Unit #	Strata Lot #	Unit Entitlement	Monthly Strata Fees	Portion of Strata Fee Contribution Attributable to Reserve
101	54	15,043	\$ 6,690.97	\$ 782.34
201	1	814	362.06	42.33
202	2	813	361.61	42.28
203	3	827	367.84	43.01
204	4	827	367.84	43.01
205	5	685	304.68	35.62
206	6	685	304.68	35.62
207	7	559	248.64	29.07
208	8	617	274.44	32.09
209	9	588	261.54	30.58
210	10	554	246.41	28.81
211	11	559	248.64	29.07
212	12	586	260.65	30.48
213	13	685	304.68	35.62
214	14	685	304.68	35.62
215	15	827	367.84	43.01
216	16	825	366.95	42.91
217	17	813	361.61	42.28
218	18	811	360.72	42.18
301	19	814	362.06	42.33
302	20	836	371.84	43.48
303	21	827	367.84	43.01
304	22	827	367.84	43.01
305	23	1,250	555.99	65.01
306	24	685	304.68	35.62
308	25	616	273.99	32.04
309	26	588	261.54	30.58
310	27	551	245.08	28.66
311	28	559	248.64	29.07
312	29	586	260.65	30.48
313	30	685	304.68	35.62
314	31	685	304.68	35.62
315	32	827	367.84	43.01
316	33	825	366.95	42.91
317	34	814	362.06	42.33
318	35	833	370.51	43.32
401	36	814	362.06	42.33
402	37	835	371.40	43.43
403	38	827	367.84	43.01
404	39	827	367.84	43.01

**Strata Corporation KAS1911
Strata Fee Distribution**

April 1, 2026

Unit #	Strata Lot #	Unit Entitlement	Monthly Strata Fees	Portion of Strata Fee Contribution Attributable to Reserve
405	40	685	304.68	35.62
406	41	685	304.68	35.62
407	42	559	248.64	29.07
408	43	616	273.99	32.04
409	44	588	261.54	30.58
410	45	551	245.08	28.66
411	46	559	248.64	29.07
412	47	586	260.65	30.48
413	48	685	304.68	35.62
414	49	685	304.68	35.62
415	50	827	367.84	43.01
416	51	825	366.95	42.91
417	52	814	362.06	42.33
418	53	833	370.51	43.32
		53,412		
Monthly Total			\$ 23,757.11	\$ 2,777.78
9 Month Total			\$ 213,813.99	\$ 25,000.00