

Strata Property Act

FORM B

INFORMATION CERTIFICATE

(Section 59)

The Owners, Strata Plan *EPS1231* certify that the information contained in this certificate with respect to Strata Lot 207 is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above \$ 379.22
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*) \$ 0.00
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets?
☒ no ☐ yes [attach copy of all agreements]
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved
The payment is to be made by [month, day, year].
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year Approximately \$ 0.00
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund \$ 361,745.37
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office?
☒ no ☐ yes [attach copy of all amendments]
- (h) Are there any resolutions passed by a 3/4 vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office?
☒ no ☐ yes [attach copy of all resolutions]
- (h.1) Are there any winding-up resolutions that have been passed?
☒ no ☐ yes [attach copy of all resolutions]
- (i) Has notice been given for any resolutions, requiring a 3/4 vote, 80% vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?
☐ no ☐ yes [attach copy of all notices]

- (j) Is the strata corporation party to any court proceeding, arbitration or tribunal proceeding and/or are there any judgments or orders against the strata corporation?

☒ no ☐ yes *[attach details]*

- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?

☒ no ☐ yes *[attach copies of all notices or work orders]*

- (l) Number of strata lots in the strata plan that are rented..... *Approx. 109*

- (m) Are there any parking stall(s) allocated to the strata lot?

☐ no ☒ yes

- (i) *If no, complete the following by checking the correct box*

- ☐ No parking stall is available
☐ No parking stall is allocated to the strata lot but parking stall(s) within common property might be available

- (ii) *If yes, complete the following by checking the correct box(es) and indicating the parking stall(s) to which the checked box(es) apply.*

- ☐ Parking stall(s) number(s) is/are part of the strata lot
☐ Parking stall(s) number(s) is/are separate of the strata lot(s) or parts of a strata lot*[strata lot number(s), if known, for each parking stall that is a separate strata lot or part of a separate strata lot]*
☐ Parking stall(s) number(s) is/are limited common Property
☒ Parking stall(s) number(s)**267 & 268**..... is/are common property

- (iii) *For each parking stall allocated to the strata lot that is common property, check the correct box and complete the required information.*

- ☐ Parking stall(s) number(s) is/are allocated with strata council approval*
☐ Parking stall(s) number(s) is/are allocated with strata council approval and rented at \$..... per month*
☒ Parking stall(s) number(s)**267 & 268**.....may have been allocated by owner developer assignment

Details:

To the best of our knowledge, this is the parking stall information we currently have.

***Note: The allocation of a parking stall is common property may be limited as short term exclusive use subject to section 76 of the *Strata Property Act*, or otherwise, and may therefore be subject to change in the future.**

(n) Are there any storage locker(s) allocated to the strata lot?

☐ no ✓ yes

(i) If no, complete the following by checking the correct box

☐ No storage locker available

☐ No storage locker allocated to the strata lot but storage locker(s) within common property might be available

(ii) If yes, complete the following by checking the correct box(es) and indicating the storage locker(s) to which the checked box(es) apply.

☐ Storage locker(s) number(s) is/are part of the strata lot

☐ Storage locker(s) number(s) is/are separate of the strata lot(s) or parts of a strata lot [strata lot number(s), if known, for each locker that is a separate strata lot or part of a separate strata lot]

☐ Storage locker(s) number(s) is/are limited common Property

✓ Storage locker(s) number(s) **P4 Rm E 1 & 2** is/are common property

(iii) For each storage locker allocated to the strata lot that is common property, check the correct box and complete the required information.

☐ Storage locker(s) number(s) is/are allocated with strata council approval*

☐ Storage locker(s) number(s) is/are allocated with strata council approval and rented at \$..... per month*

✓ Storage locker(s) number(s) **P4 Rm E 1 & 2** may have been allocated by owner developer assignment

Details:

To the best of our knowledge, this is the storage locker information we currently have.

***Note: The allocation of a storage locker that is common property may be limited as short term exclusive use subject to section 76 of the *Strata Property Act*, or otherwise, and may therefore be subject to change in the future.**

Required Attachments

In addition to attachments mentioned above, section 59(4) of the Strata Property Act requires that copies of the following must be attached to this Information Certificate:

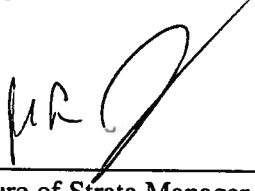
- ☒ The rules of the strata corporation;
- ☒ The current budget of the strata corporation;
- ☒ The owner developer's Rental Disclosure Statement under section 139, if any; and
- ☐ The most recent depreciation report, if any, obtained by the strata corporation under section 94.

Date: February 24, 2017

Signature of Council Member

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

OR



Signature of Strata Manager, Joseph Tsang
if authorized by Strata Corporation

Please Note: The parking and locker lease for Strata Corporation EPS1231 is allocated by way of Parking/Locker Lease agreement.

"THE MARK"

PARKING STALL/STORAGE AREA ASSIGNMENT

BETWEEN:

**Onni Parking Management Services Ltd., having an office at
Suite 300 – 550 Robson Street, Vancouver, British Columbia,
V6B 2B7**

(the "Assignor")

AND:

Michael Anthony Chase & Angela Chase
3008-1372 Seymour Street, Vancouver, BC, V6B 0L1

(the "Assignee")

RE: Parking Stall No. ^{267f}~~268~~ (the "Stall") and Storage Area No. ^{P4 Rm E}~~1 & 2~~ (the "Storage Area"), if any, as shown on the plan attached to the lease (the "Lease") dated August 6, 2013 between Onni Pacific 2009 Development Limited Partnership, as landlord, and Onni Parking Management Services Ltd. (the "Tenant"), as tenant, which has been partially assigned with respect to the Stall and the Storage Area to the Assignor.

WHEREAS the Assignor is the lessee of the Stall and/or Storage Area and the Assignee is the registered owner or purchaser of strata lot 207 of EPS1231 (the "Strata Lot") (suite no. 3008) in "The Mark".

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment.

Effective as of the date of the purchase of the Strata Lot by the Assignee, the Assignor hereby assigns to the Assignee its partial interest in the Lease pertaining to the exclusive right to lease the Stall and/or Storage Area, and including the right of access set out in section 1.4 of the Lease, for the balance of the Term (as defined in the Lease). Subject to section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan EPS1231 (the "Strata Corporation") with a copy to the Tenant.

2. Assignment Contingent Upon Strata Lot Ownership.

Unless the Assignee is the Strata Corporation or the Tenant, the Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall and/or Storage Area for as long as the Assignee owns the Strata Lot

3. Compliance.

The Assignee agrees to use and deal with the Stall and/or Storage Area in accordance with the Lease and with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment

4. **Sale or Disposition.**

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Stall and/or Storage Area in accordance with the Lease

5. **Acknowledgement.**

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms

6. **Enurement.**

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns,


The parties have executed this Assignment effective as of the 18 day of December, 2013



Onni Parking Management Services Ltd



Assignee Michael Anthony Chase



Angela Chase