

Strata Property Act
FORM B
INFORMATION CERTIFICATE
(Section 59)

The Owners, Strata Plan LMS 1558 certify that the information contained in this certificate with respect to Strata Lot 41 is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above is: \$ **310.26**
- (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*): \$ **Nil**
- (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

(Since records may be unavailable or incomplete, purchaser should request the seller to disclose any applicable 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:

Any special levy that has been approved is due and payable now by the current owner.

- (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: **Final Expenses Are Undetermined**
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund:

\$ 381,981.11 as of June 24, 2020 .

(The amount of the Contingency Reserve Fund may not be supported by cash and may not include emergency expenditures approved by Council.)

- (g) Are there any amendments to the bylaws that are not yet filed in the Land Title Office?

No Yes

- (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

- (h.1) Are there any winding-up resolutions that have been passed?

No Yes

- (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

- (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

(The above may not include notices that were served directly to the Council or foreclosure proceedings against individual strata lots)

- (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

- (l) Number of strata lots in the strata plan that are rented:

To the best of our knowledge and as reported to us is 68 as of June 14, 2020 .

(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 check box(es) apply.

- Parking stall(s) number(s).....is/are part of the strata lot
- Parking stall(s) number(s).....is/are separate 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) ...123....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) ...123....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)may have been allocated by owner developer assignment

Details:

.....[Provide background on the allocation of parking stalls referred to in whichever of the 3 preceding boxes have been selected and attach any applicable documents in the possession of the strata corporation.]

*Note: The allocation of a parking stall 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.

Disclaimer:

The parking stall number(s) provided above is to the best of our knowledge as compiled from the records of the Strata Corporation and information collected from the owners. FirstService Residential makes no representations and gives no warranties of any kind, including without limitation, implied warranties or conditions as to the accuracy, completeness or currency of the information. In addition, FirstService Residential makes no representations or warranties regarding compliance with the Strata Property Act in relation to the allocation of parking stalls.

(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 is available
- No storage locker is 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 check box(es) apply.

- Storage locker(s) number(s).....is/are part of the strata lot
- Storage locker(s) number(s).....is/are separate 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) ...72....is/are common property

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

- Storage locker(s) number(s) ...72....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)may have been allocated by owner developer assignment

Details:

.....[Provide background on the allocation of storage lockers referred to in whichever of the 3 preceding boxes have been selected and attach any applicable documents in the possession of the strata corporation.]

*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.

Disclaimer:

The storage locker number(s) provided above is to the best of our knowledge as compiled from the records of the Strata Corporation and information collected from the owners. FirstService Residential makes no representations and gives no warranties of any kind, including without limitation, implied warranties or conditions as to the accuracy, completeness or currency of the information. In addition, FirstService Residential makes no representations or warranties regarding compliance with the Strata Property Act in relation to the allocation of storage lockers.

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: June 24, 2020

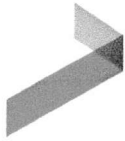
Signature of Council Member

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

OR



Signature of Strata Manager, if authorized by strata corporation



FirstService

RESIDENTIAL

November 5, 2019

VIA REGULAR MAIL & EMAIL

J & C Development Corp.
3879 - 154 Street
Surrey, BC V3S 0V9

Dear Owner(s),

**Re: Strata Plan LMS 1558 – Regent Court
402 - 3489 Ascot Place, Vancouver, BC
Renovation Approval**

As Agent for the owners of LMS 1558 – Regent Court, we are writing on behalf of and at the direction of the Strata Council.

Please be advised that your request to renovate the flooring, kitchen, and bathroom of your suite has been approved by the Strata Council.

In addition, Strata Council requests that the following guidelines be observed:

1. All municipal permits must be obtained as required prior to commencing work.
2. Please notify neighbours (adjacent to and below your unit), prior to any work.
3. Certified trades must be engaged for plumbing, electrical, gas fitting, or other work as required.
4. All work should be conducted during standard business hours, or as specified in the Bylaws.
5. Common areas must be left clean of dust, debris, etc. at the end of each working day.
6. The elevator must be booked in advance to transport any materials to and from the suite. Owner and contractor are responsible for security of building at all times while transporting materials in and out.
7. Waste materials generated by this improvement must be disposed of offsite at your expense.

Also, kindly be advised that the Strata Corporation's insurance policy does not provide coverage for "improvements or betterments". As a result, it is your responsibility to obtain separate insurance as required.

Yours truly,

FirstService Residential BC Ltd.

Kimberly Cheung
Strata Manager
Per the Owners
Strata Plan LMS 1558
KC/ll

INDEMNITY AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20_____.

BETWEEN: THE OWNERS, STRATA PLAN LMS 1558, a Strata Corporation under the Strata Property Act, S.B.C. 1998, c. 43 having an office c/o FirstService Residential BC Ltd., 200 Granville Street, Suite 700, Vancouver, BC V6C 1S4.
(hereinafter called "STRATA")

AND: J & C Development Corp.
of 402 – 3489 Ascot Place, Vancouver, British Columbia
(hereinafter called "OWNER")

WHEREAS:

- A. The OWNER is the registered Owner of certain lands and premises known civically as **Unit 402 – 3489 Ascot Place, Vancouver, British Columbia**, which is part of the complex known as **Regent Court** and whose lands and premises are legally described as **Strata Lot 41, Strata Plan LMS 1558**. (hereinafter called "Strata Lot");
- B. The STRATA is responsible for the control, management, maintenance, repair, and administration of the Property, which includes the exterior of the building(s) comprising the STRATA;
- C. The OWNER has applied to the STRATA to make certain alterations to the Strata Lot, common property, or limited common property (hereinafter referred as the "Property");
- D. The STRATA has agreed to allow the OWNER to make these alterations to Property and the OWNER has agreed to make the alterations, upon and subject to the terms and conditions contained in this Agreement.

IN CONSIDERATION of the covenants and agreements contained herein, the STRATA and the OWNER covenant and agree as follows:

- 1. The STRATA agrees to allow certain changes to the Property of the STRATA and the OWNER agrees to make the changes to the Property in accordance with the terms and conditions of this Agreement.
- 2. The STRATA authorizes the OWNER to install, or to make such alterations to the Property, at the OWNER's sole cost and expense, as follows:
 - (a) **Replacing the flooring in the bathroom and kitchen with tiles;**
 - (b) **Replace the kitchen appliances and countertops;**
 - (c) **Painting the walls and updating the bathroom**
(hereinafter referred to as the "Works")
- 3. The OWNER hereby acknowledges that the Property affected by the Works, is in a good state of repair.

4. The OWNER covenants and agrees that the Works must be done in accordance with the plans and specifications (the "Plans") dated 02/12/2019 (dd/mm/yyyy) prepared by J&C DEVELOPMENT COPT, copies of which have been, or will be provided to the STRATA for approval prior to the installation of the Works.
5. The OWNER agrees with the STRATA:
 - (a) To maintain, replace and repair the Works as needed, at the OWNER's sole cost and expense; and
 - (b) That the installation, maintenance, replacement and repair of the Works must be conducted with due care, preparation and precautions to protect and maintain the Property, including the building envelope.
6. It is the sole responsibility of the OWNER to ensure that the trade(s) contracted to perform the installation, maintenance, replacement and repair of the Works is fully insured and is in good standing.
7. These conditions shall be considered permanent conditions and covenants, which are binding on the OWNER and subsequent Owners from time to time of the strata lot.
8. The OWNER agrees to observe and comply with all laws, ordinances, regulations, orders, licenses and permits of all constituted authorities having jurisdiction with respect to the Works, including the bylaws and rules from time to time of the STRATA and the provisions of the Strata Property Act, S.B.C. 1998, c. 43, the regulations thereto, as both may be amended from time to time, and any successor statutes.
9. If the STRATA needs to maintain, repair, or replace the Property which maintenance, repair, or replacement affects the Works, the OWNER, and not the STRATA, will be liable for and be required to pay the cost to restore or replace the Works.
10. If the STRATA determines, in its sole discretion, that alterations, replacement, or repairs must be made to the Works for the safety, preservation, proper administration, improvement, or good appearance of Property or limited Property, then on seven (7) days prior, by written notice to the OWNER, the OWNER must make such alterations, replacements, or repairs, failing which, the STRATA, at the OWNER's sole cost and expense, may make such alterations or repairs to the Works as the STRATA deems necessary.
11. The OWNER, and any subsequent Owner, receiving the benefit of the Works must be responsible for all present and future maintenance, repairs, and replacements, increases in insurance, and any damage suffered or cost incurred by the STRATA as a result, directly or indirectly, of the Works.
12. The OWNER, and any subsequent Owner, who receives the benefit of the Works must, with respect only to claims or demands arising during the time that they shall have been Owner, indemnify and save harmless the STRATA, its Council Members, Employees, Contractors, and Agents 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 or its property with respect to any loss, damage, or injury, directly or indirectly, arising out of, resulting from or sustained by the STRATA by reason of the Works.

13. Any costs or expenses incurred by the STRATA as the result of such claim or demand will be the responsibility of the OWNER and any subsequent Owner of the strata lot who has benefited from the Works and the said costs or expenses incurred must be charged to that Owner and shall be added to the strata fees of the strata lot for the month next following the date upon which the cost or expense are incurred, but not necessarily paid by the STRATA, and shall become due and payable on the due date of payment of monthly strata fees.
14. The OWNER will forthwith give notice in writing to the STRATA of any damage to any Property, including limited Property that may give rise to an insurance claim as a result of the Works.
15. Promptly after completion of the Works, the OWNER, if requested to do so by the STRATA, will lodge with the STRATA a complete set of the Plans, showing the "as built" conditions of the Works.
16. Should the STRATA incur certain costs to process the OWNER's request to install the Work, the OWNER agrees to pay to the STRATA the full amount of such costs including, but not limited to the cost of all legal fees, plus disbursements and applicable taxes incurred by the STRATA in connection with the preparation of this Agreement, forthwith upon receipt of an invoice from the STRATA.
17. This Agreement will ensure to the benefit of and be binding upon the OWNER and the subsequent Owner(s) from time to time of the STRATA.
18. The benefit of this Agreement may not be assigned by the OWNER except to the Owner(s) from time to time of the strata lot, each of whom will, upon becoming the Owner of the strata lot, be deemed to have assumed all of the obligations of the OWNER hereunder.
19. The OWNER agrees to deliver to any prospective purchaser of the strata lot, a copy of this Agreement and to require that, as a term of any contract of purchase and sale in respect of the strata lot, the purchaser agree to execute and to deliver to the STRATA on the completion date, an agreement substantially in the form of this Agreement and to be bound by the terms herein.
20. The OWNER hereby acknowledges receipt of a copy of this Agreement, which addition to the Bylaws and Rules of the STRATA adopted or to be adopted from time to time, constitutes the whole agreement between the STRATA and the OWNER with respect to the Works.
21. The voiding of any part of this Agreement by judicial, legislative, or administrative means will not void the remainder of this Agreement.
22. The waiver by the STRATA of any failure by the OWNER to conform to the provisions of this Agreement will not affect the STRATA's rights in respect of any later failure.
23. All covenants, agreements, and undertakings on the part of the OWNER contained in this Agreement will be construed as both joint and several.
24. This Agreement will enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, and permitted assigns.

IN WITNESS WHEREOF, the STRATA and the OWNER have executed this Agreement as of this 2 day of DECEMBER, 2019

**THE OWNERS, STRATA PLAN LMS 1558
("STRATA")**

by its authorized signatories

_____	_____
Signature	Signature
_____	_____
Strata Council Member	Strata Council Member
_____	_____
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)

**THE OWNER, STRATA LOT 41, STRATA PLAN LMS 1558
("OWNER")**

Signature *D. NICOLIS*

J&L DEVELOPMENT COPT

Printed Name

02/12/2019

Date (dd/mm/yyyy)



FirstService
RESIDENTIAL

Application for Approval to Change the Floor Finishing from Carpet to Any Hard Surface Floor Finish (e.g. Tile or Hardwood Flooring)

Step 1: Please check the Strata bylaws to ensure such alteration is permitted. The bylaw can usually be found under the "Obtain approval before altering a strata lot" section. It lays out the requirements and other important information you need to know before making the application.

Step 2: Complete the following application and submit to our office either online by email, fax, or mail. Our office will re-direct your application to the Strata Manager of your building.

Owner's Information:

Date of Application: OCT 15, 2019

<u>J&C DEVELOPMENT CORP</u>		<u>LOTS 1558</u>	<u>41</u>
Name of Owner(s)		Strata Plan	Strata Lot
<u>402-3489-ASCOT PL</u>		<u>BC</u>	
Address of Strata Lot		City	Province
<u>3879-154 ST</u>		<u>SURREY</u>	<u>BC</u>
Mailing Address (If different from above)		City	Province
		<u>404-808-4072</u>	<u>V3Z 0V3</u>
Phone Number (Res.)		(Bus.)	(Cell)
			Email Address
			<u>des.nicolase@gmail.com</u>

The following questions MUST be completed:

Areas you plan to change the floor finishing: BATHROOM & KITCHEN

Rating and details of the type of underlay you plan to install (**Note:** the minimum requirements must be met before your application can be processed – please refer to your Strata bylaws): TILE

Flooring materials you plan to install: TILE

The name of the company/contractor you are going to engage for the installation: FRASER CONTRACTING

Is your contractor insured? (**Note:** Your contractor must carry Contractor Liability Insurance before your application can be processed. A coverage of \$2M is recommended to fully protect you and your Strata Corporation) YES

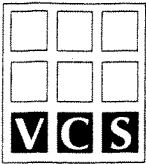
Step 3: Your application will be reviewed and approved in due course. Upon approval, your Strata Manager will be in contact with you to sign an Indemnity Agreement.

IT IS IMPORTANT FOR YOU NOT TO COMMENCE WORK UNTIL RECEIPT OF THE WRITTEN APPROVAL. PLEASE ALLOW 2-3 WEEKS FOR PROCESSING TIME AND WE APPRECIATE YOU DO NOT CONTACT OUR OFFICE UNTIL THEN.

THANK YOU IN ADVANCE FOR YOUR ATTENTION AND CO-OPERATION.

Tips to Remember:

- Consider buying a betterment insurance coverage for your flooring improvement.
- Please ensure your contractor removes and disposes any construction waste materials off-site to avoid unnecessary fines and charge backs to your account, as disposal of such materials in the building's garbage and recycling bins is prohibited.
- Ensure your contractor abides to the building bylaws/rules and municipal bylaws governing when works can be carried out.



VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

A FirstService Residential Management Company

Unit file
LMS1558
#402

January 22, 2013

Despina Nicolas
c/o J & C Development Corp.
905 - 5790 Patterson Avenue
Burnaby, BC V5H 4H6

Dear Owner:

**Re: Hard Surface Flooring Approval
Strata Plan LMS-1558 – Unit #402, 3489 Ascot Place, Vancouver, BC**

Further to your email of January 21, 2013, the strata council has approved your hard surface flooring installation request. However, council requires all such installations to adhere to the following conditions:

1. To absorb noise, the maximum available soundproofing (68-72 sound transmission rating) must be installed between the hardwood and the underlying structure;
2. Area rugs are to be laid in high traffic areas; and
3. Shoes should not be worn inside the unit when walking on the hard surface flooring.

Also, please be cognizant that any noise complaints received by the strata council from other residents, particularly those immediately below your unit, will have to be treated as possible violations of the strata corporation's bylaws.

In addition, all bylaws pertaining to renovations and alterations at the strata corporation as registered at the Land Title Office, must be strictly adhered to at all times without exception. Any violation of the bylaws will result in a penalty being levied against your account.

In addition, note that the strata corporation's insurance policy does not provide coverage for "improvements or betterments". As a result, it is your responsibility to obtain separate insurance for the hardwood. Please feel free to call me if you need further information or assistance.

Yours truly,
VANCOUVER CONDOMINIUM SERVICES LTD.

Douglas Mak
Senior Strata Agent
Per the Owners
Strata Plan LMS-1558
DM/nd

CORR-O-0402-2013-01-22-HDFLAPV.docx

