
Strata Property Act

FORM B

INFORMATION CERTIFICATE

(Section 59)

The Owners, Strata Plan EPS 2691 certify that the information contained in this certificate with respect to Strata Lot 65 is correct as of the date of this certificate.

(a) Monthly strata fee payable by the owner of the strata lot described above is \$358.50.

(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) \$150.00.

(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 Indemnity Agreements]*

(It is expected for the Buyer to confirm with the Seller any existence of agreements in their name)

(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 \$0.00.

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 \$23,211.79 (Amount as of December 2020; the fiscal year end is May 31st).

(f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund \$207,769.22 (Amount as of December 2020, and may include contingency receivable).

(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 *[attached 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 **(to the best of our knowledge and may be subject to change)**
.....70

(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 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)**201**..... 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)**201**..... have been allocated by owner developer assignment

***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.**

(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 checked 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 part(s) of a separate 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)**See Details Below**..... 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)**See Details Below**..... have been allocated by owner developer assignment

***Details: The storage locker allocation has not been completed at this time by the Seller. The Buyer is advised to confirm the storage locker allocation with the Seller as we are unable to confirm these at this time.**

***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; that the Strata council has approved as a draft report will not be released. (Contact Strata Manager for further inquiries.)

Dated this February 2, 2021

Signature of Council Member

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

OR



Signature of Strata Agent, if authorized by Strata Corporation
Kyle Gloude

NOTICE REGARDING PARKING/STORAGE INFORMATION

All Readers and recipients of this information certificate must note the cautions and reservations set out by the Strata Corporation in the appendix below.

Appendix Cautions and Reservations of the Strata Corporation RE: Items (m) and (n)

- The Strata Corporation does not warrant the enforceability of parking stall or storage locker assignments which have been allocated by way of an unregistered lease or license which was granted before the deposit of the Strata Plan;
- The Strata Corporation provides notice herein that unregistered leases and licenses which were granted before the deposit of the Strata Plan are likely not assignable by the original lease/licensee; and
- The Strata Corporation does not warrant either the existence or the enforceability of parking stall or storage locker assignments which have been re-allocated by way of a private agreement as between separate Owners where that private agreement has not been furnished to the Strata Corporation.

It is strongly recommended to obtain the copy of any parking and/or locker Assignment Agreement from the seller and a copy provided to the Strata Corporation to be able to update and maintain a current record of the Parking/Storage assignment records.

The Strata Corporation maintains records of Parking and Locker allocations, however, neither the corporation or managing agents will be liable for an allocation which was not properly registered with the strata corporation.

**NOTICE REGARDING
PROPERTY DISCLOSURE STATEMENT**

Please note that, as Strata Agent for Strata Corporation EPS 2691 with the civic address of #231 - 15168 33rd Avenue, Surrey B.C., we have not been consulted by the Seller or the Seller's Agent with respect to the preparation of a Property Condition Disclosure Statement for the subject property.

AWM-ALLIANCE REAL ESTATE GROUP LTD.



Kyle Gloude
Strata Agent

Dated this February 2, 2021

EXHIBIT "K"

Strata Property Act
FORM J
RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: Strata Plan _____ [the registration number of the strata plan], being a Strata Plan of Strata Lots 1 TO 139 inclusive of the property legally described as PID: 029-299-535 Lot B Section 27 Township 1 New Westminster District Plan EPP30454.

This Rental Disclosure Statement is *[Check whichever box is correct and provide any required information.]*

☒ the first Rental Disclosure Statement filed in relation to the above-noted strata plan

☐ a changed Rental Disclosure Statement filed under section 139 (4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in the relation to the above-noted plan was filed on[dd/mm/yyyy].....

1. The development described above includes 139 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

[Describe all strata lots rented out by owner developer as of the date of this statement.]

Description of Strata Lot <i>[strata lot number as shown on the strata plan]</i>	Date Rental Period Expires <i>[specify a date – “indefinitely” or timing related to an event is not acceptable]* [dd/mm/yyyy]</i>
NIL	NIL

* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

3. In addition to the number of residential strata lots rented out by the owner developer as of this statement, the owner developer reserves the right to rent out a further 139 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot <i>[strata lot number as shown on the strata plan]</i>	Date Rental Period Expires <i>[specify a date – “indefinitely” or timing related to an event is not acceptable]* [dd/mm/yyyy]</i>
Strata Lots 1 - 139 inclusive	October 16, 2014

* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

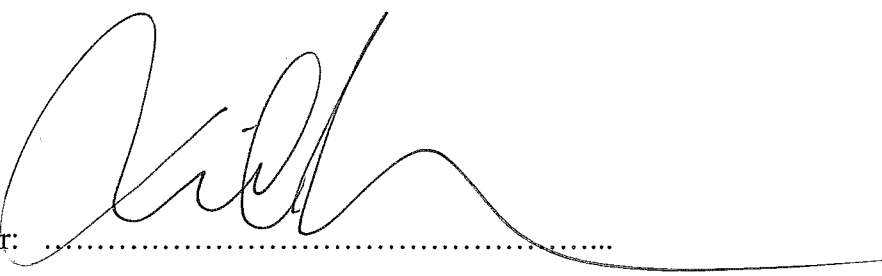
4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

OR

~~There is a bylaw of the strata corporation that restricts the rental of strata lots, the text of which is attached to and forms part of the statement.~~

[Strike out sentence which does not apply.]

Date: October 16, 2014 *[month day, year.]*

Per: 

Polygon Harvard Gardens Ltd.

RULES & REGULATIONS – ELGIN HOUSE EPS 2691

Ratified at AGM on July 30, 2019

1. Resident Parking

- (1) An Owner, Tenant or Occupant must only use the parking space(s), which is/are specifically assigned to the strata in which he/she resides and no other person shall use such parking space without the Owner's permission.
- (2) Owners may make private arrangements with another owner of a strata lot within the Strata Corporation for use of a parking stall(s). Arrangements may not be made with non-residents of Elgin House.
- (3) A Resident must not park a vehicle in any manner which obstructs the passageway or another parking stall.
- (4) No repairs to motor vehicles may be made in the parking garage except in an emergency.
- (5) Items other than licensed and operable motor vehicles must not be stored in a parking stall.
- (6) The allotted parking stall must be kept clean and tidy by the Owner(s), Tenant(s) or Occupant(s) to whom it is assigned.
- (7) Motor vehicles dripping oil, gasoline or any other fluid may, at the discretion of the Strata Council be prohibited from entering upon common property including the parking garage until repaired. Owners of motor vehicles causing floor stains or leaving fluids shall, upon notice of the Strata Corporation, clean up all dripping including stains or, failing to do so within seven (7) days, the Strata Corporation may do so and the costs of such cleaning shall be assessed as a charge against the strata lot to whom the parking space is assigned. Only an authentic oil absorbing mat is to absorb the occasional oil seepage. Cardboard or paper products are not permitted beneath a vehicle as these are deemed fire and safety hazards.
- (8) Unlicensed vehicles must be covered by storage insurance for third party liability, and a copy of the said insurance must be displayed on the dash of the vehicle.
- (9) Commercial vehicles, recreational vehicles, propane powered vehicles, trailers and boats shall not be parked on common or limited common property.
- (10) Speed in excess of 15 km/h in the parking areas is prohibited.
- (11) Vehicles entering or leaving the garage must operate headlights while in the underground parking area.
- (12) Any vehicle found to be in violation of any provision of this rule may, at the discretion of the Strata Council, be towed at the expense of the Owner of the vehicle.
- (13) Individual homeowners', granted the exclusive use of one or more parking stalls, may at their discretion remove unauthorized vehicles from the stalls assigned to their strata lot at the expense of the Owner of the vehicle.

2. Patio Storage / BBQ Use

- (1) Owners, tenants and/or occupants shall not place any indoor-outdoor carpeting on any deck, patio or balcony.

- (2) Owners, tenants and/or occupants shall not place or store any item on the deck, patio or balcony except free-standing, self-contained small planter boxes, barbecues (propane, electric only) and summer patio furniture.
- (3) Storage of propane tanks is limited to one (1) 20-lb. or smaller tank for personal use.
- (4) Residents are not to install any hanging plants, baskets or other hanging items without the written permission of Council.

3. Security

- (1) All Owners and residents are requested to take an active part in preventing unauthorized access to the complex, particularly at parking and pedestrian entrances. The elevators are controlled by fob transmitter access in order to provide a high level of security to both suite level corridors and parking. Residents are therefore requested not to allow access to any suspicious or unidentified person(s).
- (2) Residents must ensure that the garage gate has returned to a fully closed position before leaving the entrance area at both overhead garage gates.
- (3) All lost or stolen keys or fobs must be reported immediately to the Building Manager or AWM-Alliance. The cost of replacements will be borne by the strata lot owner.

4. Use of Bicycles/In-Line Skates & Bicycle Storage

- (1) In-line skates, scooters, and other similar items are not be worn or used in common areas of the complex. Exit and return to residents' suites is permitted via the elevators and parking levels only.
- (2) Bicycles are not to be stored on balconies or patios; they shall be stored in the designated common bicycle rooms. Bicycles being stored in a strata lot must not be ridden in any common property being traversed (ie. Elevators, residential floor corridors, etc.). Special permission may be granted from Council for discrete bike storage on balconies.
- (3) Any Owner, Tenant occupant who stores any item on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

5. Storage Lockers

- (1) An Owner, Tenant or Occupant must only use the storage locker(s), which is/are specifically assigned to the strata in which he/she resides and no other person shall use such storage locker without the Owner's permission.
- (2) Owners may make private arrangements with another owner of a strata lot within the Strata Corporation for use of a storage locker. Arrangements may not be made with non-residents of Elgin House.
- (3) Residents are reminded that storage lockers may not be used to store items which may be deemed a fire hazard. Common examples are propane tanks, gasoline, jerry cans or other flammable/combustible substances.

- (4) Residents are reminded that as per the Fire Code, items may not be stored above storage lockers or in the aisles. Any items stored in these areas will be removed and disposed of without notice. The costs associated with removal will be assessed against the strata lot assigned the exclusive use of the storage locker.
- (5) Any Owner, Tenant occupant who stores any item on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

6. Holiday Decorations

- (1) Live Christmas Trees are not permitted.
- (2) Holiday décor including but not limited to Christmas lights is permitted from November 15th to January 15th annually.

7. Insurance

- (1) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any unit (including the Owner's unit) as a result of damage arising from a grow operation, clandestine laboratory or other illegal activity installed in or operated from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation's as insurance coverage and will be charged to the Owner.
- (2) In addition to the obligations and liabilities imposed by Rule 14(1), an Owner is strictly liable to the Strata Corporation and to other Owners and occupants for any damage to common property, limited common property, common assets or to any Strata Lot as a result of:
 - i. Any of the following items located in the Owner's Strata Lot:
 - a. Dishwasher;
 - b. Refrigerator with ice/water dispensing capabilities;
 - c. Stove/Oven;
 - d. Garburator;
 - e. Hot water tank;
 - f. Washing machine;
 - g. Radiant heating system, including boiler;
 - h. Toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - i. Fireplaces;
 - j. Anything introduced into the Strata Lot by the owner;
 - ii. Any alterations or additions to the Strata Lot, the limited common property or the common property made by the Owner or prior Owner(s) of the Strata Lot;

- iii. Any of the following areas of limited common property that an owner is required to maintain and repair;
 - a. Damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - b. Any pets residing in or visiting at the owner's strata lot; and,
 - c. Any children residing in or visiting at the owner's strata lot.
- (3) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any Strata Lot arising from Rules 14(1) & 14(2) above, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner.
- (4) For the purpose of Rules 11(1) through 11(3), any insurance deductibles or uninsured repair costs charged to an Owner shall be added to and become part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (5) The adoption of Rules 11(1) through 11(4) does not in any way limit the Strata Corporation's ability to sue an Owner in order to recover the deductible portion of an insurance claim if the Owner is responsible.

8. Stairwell Keys

- (1) For security reasons, common stairwell keys will not be distributed to owners.

9. Hazards

- (1) The use of fire pits on common property, including but not limited to use of patios/balconies is prohibited. *(Added December 3, 2020)*