

Strata Property Act
FORM B
INFORMATION CERTIFICATE
(Section 59)

The Owners, **Strata Plan LMS 740** certify that the information contained in this certificate with respect to **Strata Lot 117** correct as of the date of this certificate.

(a) Monthly strata fees payable by the owner of the strata lot described above.....**\$295.88**

(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*)**\$520.88**
is owing for the May 1st, 2011 maintenance fee until the vendor's payment clears the bank on April 15th, 2011. Should it not clear for any reason, an administration fee of \$25.00 will be levied against the account. Further outstanding is a move-in/move-out fee of \$200.00, previously levied on the account.

(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 - **See attached documents.**

PLEASE NOTE: There may be alterations to the strata lot, common property or common assets for which the Owner has not advised the Strata Corporation or Century 21 Prudential Estates (RMD) Ltd. This should be verified with the Owner.

(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.....**\$NIL**

(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.....**\$NIL**

This estimate is based on the information we have at this point in time. We believe it is a reasonable projection but neither we nor the Strata Corporation will accept any responsibility for the accuracy of these figures as they are subject to a variety of factors which we have no control over.

(f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund.....**CRF \$224,647.85 as at March 31, 2011.**

(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 $\frac{3}{4}$ 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]*

(i) Has notice been given for any resolutions, requiring a $\frac{3}{4}$ 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 or arbitration, 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 rented71.

Date: April 29, 2011


Eric Holm, Strata Manager

LMS 740 ROSEDALE GARDENS

Property Balance Sheet

as at 31 MAR 2011

Date: 29 MAR 2011

Assets

Bank Trust Account	96,383.42
Reserve Trust Account	224,647.85
Petty Cash	200.00
Accounts Receivable	5,614.18
Prepaid Insurance	5,648.88
Total Assets	<hr/> 332,494.33

Liabilities

Move Out Fee Refundable	10,000.00
Total Liabilities	<hr/> 10,000.00

Owners Equity

Contingency Reserve Fund	224,647.85
Operating Fund Opening Balance	19,910.74
Y.T.D. Surplus(Deficit)	77,935.74
Total Owners Equity	<hr/> 322,494.33
Total Liabilities & Equity	<hr/> 332,494.33

LMS 740 ROSEDALE GARDENS

Property Income Statement

for the Period Ending March

29 MAR 2011

	Current Month		Year to Date		Variance	Annual Budget
	Budget	Actual	Budget	Actual		
Income						
Late Payment Penalties		50.00-		625.00	625.00	
Bylaw Violation Fines		550.00-		50.00-	50.00-	
Interest (Bank Acc)		85.93		675.12	675.12	
Cable Payment Revenue				295.74	295.74	
Operating Assessments	45,800.92	45,801.00	366,407.36	366,384.15	23.21-	549,611.00
Building Inspection				150.00	150.00	
Move In Fees	200.00	100.00-	1,600.00	950.00	650.00-	2,400.00
Locker Rental	83.33	95.00	666.64	760.00	93.36	1,000.00
Parking	1,666.67	1,900.00	13,333.36	16,151.61	2,818.25	20,000.00
Key Income				2,350.00	2,350.00	
Prior Year Surplus/deficit	416.67		3,333.36	5,000.00	1,666.64	5,000.00
Total Income	48,167.59	47,181.93	385,340.72	393,291.62	7,950.90	578,011.00

Expenses

General

Audit	125.00		1,000.00	1,456.00	456.00	1,500.00
Audit Real Estate Council	58.33		466.64	466.64-	466.64-	700.00
Income Tax Return	125.00		1,000.00	1,000.00-	1,000.00-	1,500.00
Insurance	5,833.33	5,648.92	46,666.64	45,191.36	1,475.28-	70,000.00
Insurance Deductibles	1,666.67		13,333.36	13,333.36-	13,333.36-	20,000.00
Management Fees	3,283.33	3,234.29	26,266.64	25,874.32	392.32-	39,400.00
Office Supplies	41.67		333.36	293.30	40.06-	500.00
Office Telephone	41.67		333.36	333.36-	333.36-	500.00
V. Coverage	29.17		233.36	468.00	234.64	350.00
Wages - Caretaker		600.00		4,800.00	4,800.00	
Legal	416.67		3,333.36	5,730.71	2,397.35	5,000.00
Consultant				1,971.20	1,971.20	
Corporation Suite Exp.		600.00-		4,800.00-	4,800.00-	
Council Administration	41.67		333.36	916.98	583.62	500.00
Duplicating & Postage	250.00	132.89	2,000.00	4,982.43	2,982.43	3,000.00
Bank Charges	35.42	36.00	283.36	288.00	4.64	425.00
Caretaker Salary	4,583.33	4,025.04	36,666.64	33,183.32	3,483.32-	55,000.00
Caretaker Suite	600.00	1,200.00	4,800.00	9,600.00	4,800.00	7,200.00
Caretaker Benefits	250.00	185.00	2,000.00	3,089.88	1,089.88	3,000.00
Caretaker Cell Phone	125.00	111.71	1,000.00	836.10	163.90-	1,500.00
Cleaning / Relief & Weekend	833.33	608.00	6,666.64	7,474.00	807.36	10,000.00
Total General	18,339.59	15,181.85	146,716.72	141,355.60	5,361.12-	220,075.00

Building

Fire Alarm Monitoring	83.33		666.64	688.16	21.52	1,000.00
Fire Alarm Systems	1,250.00	9,980.47	10,000.00	7,536.83	2,463.17-	15,000.00
Elevator	2,083.33		16,666.64	12,217.08	4,449.56-	25,000.00
Electricity	2,750.00	2,684.65	22,000.00	24,216.71	2,216.71	33,000.00
Extermination	166.67	195.44	1,333.36	1,563.52	230.16	2,000.00
Garage Door	166.67		1,333.36	688.80	644.56-	2,000.00
General Maintenance		290.80		942.80	942.80	
Carpet Cleaning/repairs	166.67		1,333.36	1,333.36-	1,333.36-	2,000.00
Heating Fuel/ Gas	4,166.67	3,596.49	33,333.36	24,983.95	8,349.41-	50,000.00
Locks	83.33	408.80	666.64	834.40	167.76	1,000.00
Roof, Airs-mech/plmbg	2,266.67	436.68	18,133.36	8,690.69	9,442.67-	27,200.00

LMS 740 ROSEDALE GARDENS

Property Income Statement

for the Period Ending March

29 MAR 2011

	Current Month		Year to Date		Variance	Annual Budget
	Budget	Actual	Budget	Actual		
Repairs - Exterior	833.33		6,666.64	302.40	6,364.24-	10,000.00
Repairs Electrical	833.33		6,666.64	112.00	6,554.64-	10,000.00
Repairs - Interior	3,750.00	7,451.81-	30,000.00	2,039.21	27,960.79-	45,000.00
Garbage Collection	691.67	898.98	5,533.36	6,621.59	1,088.23	8,300.00
Enterphone/entercom	41.67		333.36	156.80	176.56-	500.00
Supplies	333.33	2,470.65	2,666.64	4,544.59	1,877.95	4,000.00
Water And Sewer Charges	3,000.00	8,957.06	24,000.00	31,995.30	7,995.30	36,000.00
Window Cleaning	750.00		6,000.00	4,760.00	1,240.00-	9,000.00
Security	2,083.33	707.84	16,666.64	8,697.61	7,969.03-	25,000.00
Total Building	25,500.00	23,176.05	204,000.00	141,592.44	62,407.56-	306,000.00
<u>Grounds</u>						
Gardening	416.67		3,333.36	1,117.20	2,216.16-	5,000.00
Total Grounds	416.67		3,333.36	1,117.20	2,216.16-	5,000.00
<u>Recreation Facility</u>						
Total Recreation Facility						
<u>Capital</u>						
Transfer To Reserves	3,911.33	3,911.33	31,290.64	31,290.64		46,936.00
Total Capital	3,911.33	3,911.33	31,290.64	31,290.64		46,936.00
Total Expenses	48,167.59	42,269.23	385,340.72	315,355.88	69,984.84-	578,011.00
Surplus/Deficit		4,912.70	.01-	77,935.74	77,935.74-	

Rec #	Date	Description	Amount	Total
		OPENING BALANCE		18224.80
			.00	18224.80
4139429	AUG 29 2010	JULY 2010 INTEREST RESERVES	31.09	
4058942	AUG 31 2010	BANK CHARGES	-3.00	
4202267	AUG 31 2010	RESERVE CONTRIBUTION	3605.87	
			3633.96	21858.76
3858278	SEP 15 2010	CORR. AUG/10 CRF ALLOCATION	305.46	
3940601	SEP 15 2010	TRF OP OPENING FUND BALANCE TO CR	147241.38	
3869735	SEP 26 2010	AUGUST RESERVE INTEREST	38.73	
3977969	SEP 30 2010	BANK CHARGES	-3.00	
3991604	SEP 30 2010	RESERVE CONTRIBUTION	3911.33	
			151493.90	173352.66
3782786	OCT 24 2010	SEP/2010 RESERVE INTEREST	92.50	
3732314	OCT 31 2010	RESERVE CONTRIBUTION	3911.33	
3752789	OCT 31 2010	BANK CHARGES	-3.00	
			4000.83	177353.49
3666074	NOV 28 2010	OCT/2010 RESERVE INTEREST	214.64	
3498431	NOV 30 2010	RESERVE CONTRIBUTION	3911.33	
3562826	NOV 30 2010	BANK CHARGES	-3.00	
			4122.97	181476.46
3308414	DEC 15 2010	to close out envelope equit to CR	26666.64	
3339977	DEC 26 2010	NOV/2010 RESERVE INTEREST	211.57	
3363125	DEC 31 2010	BANK CHARGES	-3.00	
3384725	DEC 31 2010	RESERVE CONTRIBUTION	3911.33	
			30786.54	212263.00
3195779	JAN 30 2011	DEC/2011 RESERVE INTEREST	245.15	
3156026	JAN 31 2011	BANK CHARGES	-3.00	
3264125	JAN 31 2011	RESERVE CONTRIBUTION	3911.33	
			4153.48	216416.48
2954597	FEB 27 2011	JAN/2011 RESERVE INTEREST	205.38	
2927228	FEB 28 2011	BANK CHARGES	-3.00	
2969501	FEB 28 2011	RESERVE CONTRIBUTION	3911.33	
			4113.71	220530.19
2877098	MAR 27 2011	FEB/2011 RESERVE INTEREST	209.33	

Property: LMS 740 ROSEDALE GARDENS
Summary Report: CONTINGENCY RESERVE FUND Page 2
Date MAR 29 2011

Rec #	Date	Description	Amount	Total
2827220	MAR 31 2011	RESERVE CONTRIBUTION	3911.33	
2852717	MAR 31 2011	BANK CHARGES	-3.00	
			<u>4117.66</u>	<u>224647.85</u>
				=====
				224647.85
	***	CLOSING BALANCE		

Property: LMS 740 ROSEDALE GARDENS

Summary Report: BUILDING ENVELOPE REPAIRS EQUITY

Page 1

Date MAR 30 2011

Rec #	Date	Description	Amount	Total
		OPENING BALANCE		26666.64
			.00	26666.64
4050203	AUG 31 2010	BLDG ENVELOPE TRF	3333.33	
			3333.33	29999.97
3872318	SEP 15 2010	CORR. AUG/10 CRF ALLOCATION	-3333.33	
3949007	SEP 30 2010	BLDG ENVELOPE TRF	.00	
			-3333.33	26666.64
3770510	OCT 31 2010	BLDG ENVELOPE TRF	.00	
			.00	26666.64
3605216	NOV 30 2010	BLDG ENVELOPE TRF	.00	
			.00	26666.64
3308414	DEC 15 2010	to close out envelope equit to CR	-26666.64	
3342506	DEC 31 2010	BLDG ENVELOPE TRF	.00	
			-26666.64	.00
3190253	JAN 31 2011	BLDG ENVELOPE TRF	.00	
			.00	.00
2981642	FEB 28 2011	BLDG ENVELOPE TRF	.00	
			.00	.00
2837849	MAR 31 2011	BLDG ENVELOPE TRF	.00	
			.00	.00
***		CLOSING BALANCE		=====
				.00

"B"
STRATA CORPORATION
ALTERATION AGREEMENT

RE: STRATA PLAN LMS 740 STRATA LOT: 117
CIVIC ADDRESS: # 1702 - 888 Hamilton Street, Vancouver, BC

NAME OF PURCHASER

NAME OF PURCHASER

AS PURCHASERS OF THE ABOVE NOTED STRATA LOT I/WE DO HEREBY ACKNOWLEDGE THE FOLLOWING ALTERATION(S) HAS BEEN MADE TO THE COMMON PROPERTY AND/OR STRATA LOT:

Installation of new light fixtures, tiles and hardwood flooring, new appliances, new countertops, new kitchen and bathroom cabinets and fixtures.

I / WE are aware of the above noted alteration(s) and agree to the following:

1. I/We agree to repair and maintain the alteration(s) or if as owner(s) I/We fail to repair and maintain, I/We agree to pay the cost of the repair and maintenance if carried out by the strata corporation.
2. I/We agree to obtain liability insurance in the minimum amount of \$1,000,000.00 to insure against damage that may be caused as a consequence of the installation or continuing presence of the alteration(s).
3. I/We agree to waive any liability of the Owners, Strata Plan **LMS 740**, its agents and employees and the Strata Council, for any injury or financial loss resulting from the operation/use of the alteration(s) and for any liability and responsibility for the repair and maintenance of the alteration(s).
4. I/We agree to indemnify the strata corporation for any damage to common property or a strata lot that occurs during the alteration(s)/installation or as a result of the alteration(s)/installation.
5. I/We will agree to indemnify the strata corporation for any loss incurred by the strata corporation as a result of the alteration(s).
6. I/We, agree to arrange for any additional insurance coverage for the common property or the alteration.
7. I/We agree to pay the cost of removal of the alteration(s) if the strata council determines that the alteration(s) represents a danger to the residents of the strata corporation.
8. I/We agree to advise any future purchasers of **Strata Lot 117** of the above noted alteration as well as any other future approved alterations and their responsibility to repair / maintain the alteration(s) at their cost.
9. The Strata Corporation hereby notifies any prospective purchaser that if a signed copy of this form is not received and returned to the Strata Corporation prior to completion the above noted alteration(s) may be returned to its original state by the Strata Corporation.
10. In the event the purchaser signs this agreement and upon a subsequent sale, I/we, will require, as a term of the contract of purchase & sale, that the purchaser will enter into an agreement to repair, maintain and insure the alteration and to indemnify the Strata Corporation. A copy of this agreement will be provided to the Strata Corporation prior to completion of sale and in the event that a signed agreement is not received the alteration will be returned to its original state by the Strata Corporation and the expense charged back to the strata lot owner. All costs to return the alteration back to its original state will be recouped by the Strata Corporation prior to a "Form F – Certificate of Full Payment" being issued for the sale of the strata lot.

I / We have read, understand and agree to the above:

SIGNATURE & PRINTED NAME OF PURCHASER

SIGNATURE & PRINTED NAME OF PURCHASER

DATE

DD C21 Tel.Times Daily @ 604.232.3043

From: "DD C21 Tel.Times Daily @ 604.232.3043" <dave_d@century21pel.com>
To: <m__chandler@hotmail.com>
Sent: Wednesday, November 07, 2007 2:41 PM
Attach: Alter. Appr. Ste. 1702 Nov07.pdf
Subject: Renovations Approval SL 117, Suite 1702, 888 Hamilton St., Vanc. Strata Plan LMS 740

FILE COPY

LMS
740

Ste 1702
Alterations

Hello Matthew and Melissa,

Thank you for the request to renovate you home.

Welcome to Rosedale Garden.

1. Attached is the Approval Form = .pdf, discussed at the Oct07 Strata Meeting.
2. I have the renovation request letter = 9Oct07.
3. I have the signed Assumption of Liability letter.

The three forms will be filed in the C21 Alterations file.

Please contact the building Manager Mr. Rade Panic 778.388.4423, regarding the requested \$200.00 Deposit (renovations).

Thank you,

dave

C21 Strata Management

778.689.6200

11/7/2007

Alterations Approval Form

888 Hamilton Street, Vancouver, BC. V6B 5W4

(Owner to print, complete, and include in package)

Owner(s): Matthew Chandler / Melissa Lopez
Suite #: 1702 Strata Lot #: 117

This Section Office Use Only

Strata Manager Complete:

The Strata Council approved ☒ denied ☐.

☐ The Attached Alterations List

☒ The Alterations Listed on the 'Assumption of Liability' doc.

Date of Approval Oct 07 Strata Council Meeting

Strata Manager Signature Dave Hately 7 Nov 07

Owner Check List

I have included in this package:

4. I have included 'Assumption of Liability Form' (2 copies);
5. I have included 'Sketch/Diagram' of my requests (2 copies);
6. I have included 'Alterations Approval Form' (2 copies);

☐ A self addressed, post paid envelope has been included with this package. I would like the 'Alterations Approval Documentation Package' sent to me via the address listed on the front of the **POST PAID ENVELOPE**, included.

☐ I will pick up the 'Alterations Approval Documentation Package' at the management office (main floor – 888 Hamilton Street). I understand the office is open Monday – Friday 4.00 P.M. – 5.00 P.M.

October 9, 2007

Strata Council
Rosedale Garden
888 Hamilton St.
Vancouver, B.C.
Strata Plan LMS 740

Attention: President and council members
Re: RENOVATION REQUEST FOR SUITE 1702

Dear Council,

Our offer to purchase the above suite was recently accepted. Subjects were removed last week and possession date is scheduled for November 1, 2007. Our plan is to update the unit with new paint, light fixtures, tile and hardwood flooring, appliances, countertops, kitchen and bath cabinets and fixtures. We do not plan to undertake any structural modifications. Suitable property and liability insurance will be secured. Copies of any necessary permits will be forwarded to the strata council immediately upon receipt.

From reviewing the bylaws and minutes, we understand that an Assumption of Liability form is to be signed. We have done so and forwarded this to the building manager. We can also provide you with more details to the renovations ie., type of flooring and underlay, once we have narrowed down our choices. Needless to say, we will only be using flooring products that meet industry standards for noise suppression.

We would like to begin work upon possession and will work expediently as we will be living in our current home while working on 1702. Hence, we will be carrying the cost of two residences, which is not an ideal financial situation. Having said this, we ask that if possible, a prompt decision on our request to renovate be made at or before the next strata meeting.

Please feel free to contact us if you have any questions. Thank you for your time and consideration in this matter.

Sincerely,



Matthew Chandler 604.787.2088
and Melissa Lopez 778.838.4412

m--chandler@hotmail.com

THE OWNERS, STRATA PLAN LMS 740
 "A"
 We, MELISSA LOPEZ and MATTHEW CHANDLER owner(s) of strata lot # 1702 in consideration for the Strata Council's approval of a common property alteration, do hereby agree to the following terms and conditions.

- (1) I/We, have read the registered bylaws of the Owners, Strata Plan LMS 740 and I/We have requested that the Council grant written approval for the following alteration to be made:

PLEASE SEE OUR RENOVATION REQUEST LETTER ATTACHED.

- (2) All work must be done in accordance with municipal building codes and provincial regulations (copies of all building permits and inspection certificates must be supplied to the Strata Corporation as soon as they are received).
- (3) I/We, agree to use a licensed / insured and bonded contractor.
- (4) I/We, agree to obtain liability insurance in the minimum amount of \$1,000,000.00 to insure against damage that may be caused as a consequence of the installation or continuing presence of the alteration.
- (5) I/We, agree to pay all costs for materials, installation, permits and cost of drawing up and all required agreements.
- (6) I/We, agree to repair and maintain the alteration and if I/We fail to repair and maintain, to pay the cost of the repair and maintenance if carried out by the strata corporation.
- (7) I/We, agree to remove from the common property all debris and materials occurring from the alteration by the end of each day.
- (8) I/We, agree to waive any liability of the Owners, Strata Plan LMS 740, its agents and employees and the Strata Council, for any injury or financial loss resulting from the installation or operation/use of the alteration and for any liability and responsibility for the repair and maintenance of the alteration.
- (9) I/We, agree to indemnify the strata corporation for any damage to common property or a strata lot that occurs during the alteration/installation or as a result of the alteration/installation.
- (10) I/We, agree to indemnify the strata corporation for any loss incurred by the strata corporation as a result of the alteration.
- (11) I/We, agree to arrange for any additional insurance coverage for the common property or the alteration.
- (12) I/We, agree to pay the cost of removal of the alteration if the strata council determines that the alteration represents a danger to the residents of the strata corporation or is found to be in violation of any government statute, bylaw or regulation.
- (13) In the event of a sale of the strata lot, We/I shall notify all prospective purchaser(s) that the alteration is an owners(s) improvement, and that the repair and maintenance of the alteration is the responsibility of the new owner.
- (14) I/We, will require, as a term of the contract of purchase & sale, that the purchaser will enter into an agreement to repair, maintain and insure the alteration and to indemnify the Strata Corporation. A copy of this agreement will be provided to the Strata Corporation prior to completion of sale and in the event that a signed agreement is not received the alteration will be returned to its original state by the Strata Corporation and the expense charged back to the strata lot owner. All costs to return the alteration back to its original state will be recouped by the Strata Corporation prior to a "Form F - Certificate of Full Payment" being issued for the sale of the strata lot.

We agree to the above terms and conditions.

Dated this 15th day of Oct., 2007

(Owner)

(Owner)

PLEASE NOTE: A COPY OF THIS FORM IS TO BE SUBMITTED TO THE STRATA CORPORATION AND THE STRATA COUNCIL FOR APPROVAL. PLEASE SIGN AND RETURN A COPY OF THIS FORM TO THE STRATA CORPORATION. THE REQUESTED ALTERATION WILL BE CONSIDERED DENIED & APPROVAL NOT REQUIRED.