

STRATA PROPERTY ACT
FORM B
INFORMATION CERTIFICATE

(Section 59)

The Owners, Strata Plan LMS 3990 certify that the information contained in this certificate with respect to Strata Lot 212 is correct as of the date of this certificate.

(a) Monthly strata fees payable by the owner of the strata lot described above \$ 526.84

(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) \$ d

(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]

NOTE: This information is provided to the best of our knowledge, however neither the Strata Corporation nor Bayside Property Services Ltd., will accept any liability for any errors or omissions in this regard.

(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 \$ d
The payment is to be made by _____, 20__.

(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 \$ d

This estimate is based on the information available at this point in time. We believe it is a reasonable projection but neither Bayside Property Services Ltd. nor the Strata Corporation will accept any responsibility for the accuracy of these figures as they are subject to a variety of factors which the strata corporation has 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

Dec 31, 2020
\$ 1,082,651.82

(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 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] **Legal**

(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 work orders]

(l) Number of strata lots in the strata plan that are rented: 33
(which is the maximum allowable rentals)

(3)

(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) #242 & 243 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) #242 & 243 may have been allocated by owner
developer assignment

Details: _____

{Provide background on the allocation of the 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.**

(4)

(n) Are there any storage lockers(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
Type text here

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) #213 _____ is/are limited common property

Storage locker(s) number(s) _____ 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) _____ may have been allocated by owner developer assignment

Details: _____

{Provide background on the allocation of the 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.**

(5)

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 for 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 9, 2021

Signature of Council Member

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

OR

Charles Wong

Signature of Strata Manager, if authorized by Strata Corporation
Charles Wong

RECEIPTS	APPROVED BUDGET 2020-21
101 Owners' Contributions	874,405.00
102 Locker Income	33,200.00
103 Interest Income	6,000.00
104 Rental-Strata Suite	8,400.00
TOTAL RECEIPTS	922,005.00
DISBURSEMENTS	
General Expenses	
320 Management Fees	52,865.00
322 Statutory Review of Books	210.00
330 Insurance	240,000.00
340 Caretaker Wages	80,000.00
341 Caretaker Relief	30,430.00
343 Caretaker Cell	1,000.00
370 Legal	5,000.00
380 Appraisal	
395 Miscellaneous/Sundry	5,000.00
405 Water/Sewer (#509)	800.00
465 Telephone/Pager	1,000.00
Building	
300 Gas	42,000.00
310 Electricity	100,000.00
415 Garbage/Recycling	45,000.00
425 Equipment/Supplies	7,000.00
430 Duct Cleaning	8,000.00
431 Parkade-Repair/Maintenance	4,000.00
433 Window Cleaning	6,500.00
435 Repairs/Maintenance	100,000.00
436 Fire Prevention	13,000.00
437 Generator Maintenance	6,000.00
439 Pest Control	1,500.00
440 Preventative Maintenance	6,000.00
445 Grounds Maintenance	7,000.00
460 Alarm Monitoring	4,700.00
461 Security Service	37,000.00
462 Joint Common Area Expenses	40,000.00
475 Elevator	41,000.00
485 Surveillance Camera & Security Update	25,000.00
Recreation	
655 Recreation Facilities	10,000.00
Reserves	
710 Contingency Reserve	
TOTAL DISBURSEMENTS	920,005.00

ALTERATION AGREEMENT

BETWEEN:

THE OWNERS, STRATA PLAN LMS 3990, a strata corporation having an office c/o Bayside Property Services Ltd., #100 – 6400 Roberts Street, Burnaby, BC, V5G 4C9

(the “Strata Corporation”)

AND:

Sanjay Sharma & Parampal Sharma, having an address of Unit #3007 – 6088 Willingdon Avenue, Burnaby, BC V5H 4V2

(together, the “Owner”)

WHEREAS:

- A. The Owner is the owner of the strata lot municipally known as Unit #3007 – 6088 Willingdon Avenue, Burnaby, BC and legally described as Strata Lot 212 in LMS 3990;
- (the “Strata Lot”)
- B. The written approval of the Strata Corporation is required before an alteration can be made to common property pursuant to section 8.1 of the Bylaws of the Strata Corporation;
- C. The Owner has applied to the Strata Corporation for approval to perform alterations to the Strata Lot as follows:
- a. Installation of hard surface flooring;
 - b. Replacement of carpet;
 - c. Relocation of kitchen sink & dishwasher;
 - d. Replacement of kitchen cabinets & countertops;
 - e. Replacement of kitchen appliances;
 - f. Replacement of bathroom countertops;
 - g. Replacement of toilets & bathtubs;
 - h. Repainting of unit ceiling;
- (the “Alterations”);
- D. The Owner has agreed to make the Alterations only in accordance with the specifications regarding the flooring and underlay as required by the Strata Corporation as set out in Schedule B attached hereto (the “Specifications”);

- E. The Strata Corporation has agreed to approve the Alterations subject to the terms and conditions set out in this agreement.

WHEREFORE in consideration of the sum of \$10.00 paid by each party to the other, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Approval of Alteration

- 1.1 The Strata Corporation hereby approves the Alterations on the terms set out in paragraphs 2.1 and 2.2.

Approval of Terms

- 2.1 In exchange for the approval of the Alterations by the Strata Corporation, the Owner hereby covenants and agrees to:
- (a) reimburse the Strata Corporation for all legal expenses incurred by the Strata Corporation to prepare this Alteration Agreement;
 - (b) take responsibility for any expenses related to the Alterations including, but without limiting the generality of the foregoing, expenses related to the installation and construction of the Alterations;
 - (c) construct the Alterations strictly in accordance with the Specifications;
 - (d) obtain the written approval of the Strata Corporation before making changes to the approved plans and Specifications.
 - (e) install felt pads on all chair legs and soft door closures on all drawers and cabinet doors;
 - (f) provide the Strata Corporation with the names, addresses and contact numbers of the proposed contractors or other third parties who will carry out the Alterations;
 - (g) ensure that the Alterations are performed in a good and workmanlike fashion and in accordance with all applicable building codes, laws, statutes and bylaws;
 - (h) employ qualified contractors to perform the Alterations and ensure that all such contractors are registered with WorkSafe BC;
 - (i) arrange with the Strata Corporation to permit a person authorized by the Strata Corporation to inspect the Alterations during the installation to verify compliance with the Specifications;

- (j) rectify deficiencies to the Alterations and Specifications in a timely fashion and to the satisfaction of the Strata Corporation, acting reasonably, failing which the Strata Corporation may perform the work and collect the costs of same from the Owner;
 - (k) disclose in writing the terms of this Agreement to every prospective purchaser of Strata Lot __;
 - (l) require every purchase of Strata Lot __ to agree to and be bound by the terms of this Agreement; and
 - (m) permit the Strata Corporation to withhold the Form F Certificate of Payment in respect of Strata Lot ___ from such purchaser and or its representatives who fails to enter into an Agreement with the Strata Corporation as required by section 2.1(l) until the purchaser has entered into the Agreement.
- 2.2 In exchange for the approval of the Alterations by the Strata Corporation, the Owner hereby covenants and agrees that notwithstanding that the Alterations were installed in compliance with the Specifications, the owner will be responsible for any noise complaints arising as a result of the Alterations and that the owner will take all corrective measures as required by the Strata Corporation.

Indemnity

- 3.1 The Owner hereby agrees to indemnify and hold harmless the Strata Corporation against any costs related to the approval, construction, repair, maintenance, replacement and any other costs related to the Alterations including any legal costs as between a solicitor and his own client.
- 3.2 Without limiting the foregoing, the Owner agrees to indemnify and hold harmless the Strata Corporation and Strata Council members from any and all manner of actions, causes of action, suits, contracts, damages, claims, demands, costs (including without limitation legal costs as between a solicitor and a client) and of and from any and all debts and dues whatsoever which now have arisen or which at any time hereafter can, shall or may arise by reason of or arising out of or in any way connected directly or indirectly with or that would not have occurred but for the existence of the Alterations or the breach of this Agreement by the Owner, its contractors, subcontractors or suppliers.
- 3.3 Any costs or expenses incurred by the Strata Corporation for which the Owner is responsible pursuant to sections 3.1 or 3.2 will be the responsibility of the Owner from time to time of Strata Lot __ and will be charged to the account of Strata Lot __. The Owner acknowledges and agrees that such costs will be added to and become part of the assessment of the Owner for the month next following the date on which the costs are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of the monthly assessment.

General

- 4.1 The captions and headings throughout this Agreement are for convenience or reference only and are not to be used as an aid to interpretation.
- 4.2 In this Agreement any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine or body corporate where the context so requires.
- 4.3 This Agreement will be construed and governed by the laws of the province of British Columbia.
- 4.4 This Agreement will ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of each of the parties.
- 4.5 Should any part of this Agreement be declared or held invalid for any reason, such invalidity will not affect the validity of the remainder of this Agreement which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereby declared or held invalid.
- 4.6 It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this Agreement.
- 4.7 The parties agree to execute any documents or do any act required to give effect to the terms of this Agreement forthwith upon request.
- 4.8 This Agreement can be executed by each party in counterparts and faxed or electronically scanned (.pdf) documents will be treated as originals.

IN WITNESS WHEREOF the parties have executed this Agreement the ____ day of _____, 20__.

For on behalf of
THE OWNERS, STRATA PLAN LMS 3990
Per:

[Signature]

Strata Council Member *Property Manager* Witness

Strata Council Member Witness

[Signature]

Owner Signature Witness

[Signature]

Owner Signature Witness

LMS3990
RDS

CONDOMINIUM ACT
(SECTION 31)

THE RESIDENCES AT THE CRYSTAL

RENTAL DISCLOSURE STATEMENT

- 1. The strata plan in respect of which this statement is made is a development described as The Residences at the Crystal and is located on a portion of the lands legally described as:

City of Burnaby
 PID: 023-825-651
 Lot 2
 District Lot 153
 Group 1
 New Westminster District
 Plan LMP33736

and will contain 218 residential strata lots.

- 2. The residential strata lots described below are under lease as of the date of this statement and the owner-developer intends to lease each strata lot until the date set out opposite its description.

<u>DESCRIPTION OF STRATA LOTS</u>	<u>DATE LEASE PERIOD ENDS</u>
NIL	NIL


- 3. The owner-developer reserves the right to itself to lease any and all of the proposed strata lots for an indefinite period.
- 4. There is presently no by-law of the strata corporation which limits the number of strata lots that may be leased by the owners.

DATED this 12th day of February, 1998.

TYBA CRYSTAL INVESTMENTS CORP.

Per: 
 Authorized Signatory
 (Owner/Developer)

DONG AH CANADA DEVELOPMENT CORP.

Per: 
 Authorized Signatory
 (Owner/Developer)

LMS3990
RBS

STRATA PROPERTY ACT
(FORM J)

RENTAL DISCLOSURE STATEMENT
(SECTION 139)

Re: City of Burnaby
Strata Lots 3, 6, 7, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49,
50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 69, 70, 71, 78, 89, 97, 110, 132, 139,
145, 152, 153, 155, 159, 166, 173, 174, 180, 181, 187, 188, 189, 190, 194, 195, 197, 201,
202, 203, 209, 210, 211, 216, 217 and 218
District Lot 153
Group 1
New Westminster District
Plan LMS3990

1. The development described above includes 71 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.

DESCRIPTION OF STRATA LOTS	DATE RENTAL PERIOD ENDS
No Strata Lots presently rented out	not applicable


3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 71 residential strata lots, as described below, until the date set out opposite each strata lot's description.

DESCRIPTION OF STRATA LOTS	DATE RENTAL PERIOD ENDS
All of the 71 Strata Lots described above	Indefinite

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

DATED this 17th day of May, 2001.

DONG AH CANADA DEVELOPMENT CORP.

Per: 
Authorized signatory

LMS 3990
PDS

STRATA PROPERTY ACT
(FORM J)

RENTAL DISCLOSURE STATEMENT
(SECTION 139)

Re: City of Burnaby
Strata Lots 8, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 22 and 23
District Lot 153
Group 1
New Westminster District
Plan LMS3990

1. The development described above includes 14 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.

DESCRIPTION OF STRATA LOTS	DATE RENTAL PERIOD ENDS
No Strata Lots presently rented out	Not applicable

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 14 residential strata lots, as described below, until the date set out opposite each strata lot's description.

DESCRIPTION OF STRATA LOTS	DATE RENTAL PERIOD ENDS
All of the 14 Strata Lots described above	Indefinite

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

DATED this 16 day of May, 2001.

TYBA CRYSTAL INVESTMENTS CORP.

Per: 
Authorized signatory

RULE RATIFICATION #1 BY MAJORITY VOTE

The Owners, Strata Plan LMS 3990, hereby agree to ratify the following Rule, which was enacted at the September 19th, 2018, Council Meeting:

Owners have to inform the management company and the caretaker regarding any open house at least 7 days in advance, either in writing or by email.

After discussion, the vote was taken by a show of ballot cards with the following results:

In Favour:	56
Opposed:	13
Abstained:	1

The Rule Ratification **PASSED** as presented.