

Prudential Estates (RMD) Ltd. SALES & PROPERTY MANAGEMENT 7320 Westminster Highway Richmond, B.C. V6X 1A1

Telephone:

(604) 273-1745

Fax:

(604) 273-9021

SUTTON GROUP - WEST COAST

Attention: DON KENNEDY (714-1700)

Dear Sir:

RE:

STRATA PLAN

V.R. 190 STRATA LOT 1

Address:

101 - 750 EAST 7TH AVE. VANCOUVER, B.C.

VANCOUVEN,

V5T 4H5

Owners:

**COAST FOUNDATION SOCIETY (1974)** 

We enclose FORM F (N/A), FORM B (X) certificate(s) for this property along with our invoice in the amount of \$62.44. Please find attached an Alteration Agreement letter which is to be forwarded to potential purchasers for review and signatures.

Account 24776

JULY 27, 2012

We issue this document on your undertaking: N/A

We confirm that the monthly Strata Fee for this property is \$242.00, due and payable on the first of each month. Cheques should be made payable to "THE OWNERS, STRATA PLAN V.R. 190", and mailed to our office. Should there be any change in the filing date with Land Titles, please notify our office.

MOVE-IN FEE NO(X) YES()

RENTAL RESTRICTION BY-LAW

NO() YES(X)

A Rental Prohibition Bylaw is applicable; please refer to Strata Corporation Bylaws.

We also advise that the common property of the subject Strata Plan is insured by: BFL Canada Insurance Services Inc., Telephone Number: 604-669-9600.

Please note that we, as the Strata Managers for the Strata Corporation and complex within which the subject property is located, have () have not () been presented with a Property Disclosure Statement by the Vendor's agent for the subject property.

Should you require additional information, please do not hesitate to contact our office.

Yours very truly,

CENTURY 21 PRUDENTIAL ESTATES (RMD) LTD.

PROPERTY MANAGEMENT DIVISION

Mark Braam, B. Com., Strata Manager

### Strata Property Act FORM B INFORMATION CERTIFICATE

(Section 59)

The Owners, Strata Plan V.R. 190 certify that the information contained in this certificate with respect to Strata Lot 1 is correct as of the date of this certificate.

(a)	Monthly strata fees payable by the owner of the strata lot described above	\$242.00
(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	4000.00
	Act)remains owing for \$804.00 for a special levy (see item "d" below) and \$35.00 late payment fine.	\$839.00
(c)	Are there any agreements under which the owner of the strata lot described above takes responsibility for alterations to the strata lot, the common property or the common assets?	expenses relating to
	☐ no ☑ yes SEE ATTACHED "B" STRATA CORPORATION ALTERATION AGREEMENT	
	PLEASE NOTE: There may be alterations to the strata lot, common property or common assets for has not advised the Strata Corporation or Century 21 Prudential Estates (RMD) Ltd. This should be Owner.	r which the Owner e verified with the
(d)	Any amount that the owner of the strata lot described above is obligated to pay in the future for a special lealready been approved	evy that has <b>\$804.00</b>
	A special resolution in the amount of \$50,000.00 was passed at the AGM held on Dec. 14, 2011 for to of making a larger contribution to the CRF. The portion payable based on unit entitlement for strate \$804.00. The special levy was due upon passing but for the convenience of owners could be paid to June 1 <sup>st</sup> , 2012. No payment has been received for strata lot 1.	a lot 1 is
(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
	Note: This estimate is based on the information we have at this point in time. We believe it is a reaprojection but neither we nor the Strata Corporation will accept any responsibility for the accuracy as they are subject to a variety of factors which we have no control over.	sonable of these figures
(f)	Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund	
(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 t have not yet been filed in the land title office?	itle office but that
	☑ no ☐ yes [attach copy of all resolutions]	
(i)	Has notice been given for any resolutions, requiring a 3/4 vote or unanimous vote or dealing with an amer bylaws, that have not yet been voted on?	ndment to the
	☑ no ☐ yes [attach copy of all notices]	
(j)	Is the strata corporation party to any court proceeding or arbitration, and/or are there any judgments or order strata corporation?	lers against the
	⊠ no □ yes [attach details]	
(k)	Have any notices or work orders been received by the strata corporation that remain outstanding for the st common property or the common assets?	rata lot, the
	□ no □ yes [attach copies of all notices or work orders]	
(1)	Number of strata lots in the strata plan that are rented	<b>0</b>
In additi	ed Attachments: on to attachments mentioned above, section 59(4) of the Strata Property Act requires that copies of the followed 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	wing must be
Date: 、	The most recent depreciation report, if any, obtained by the strata corporation under section 94.  July 20, 2012	

# FORM B INFORMATION CERTIFICATE (CRF ATTACHMENT)

**RE: V.R. 190; SUITE 101; STRATA LOT 1** 

July 20, 2012

(f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund.

Amount in the Contingency Reserve Fund	\$1	44,095.30
Plus Contingency Reserve Fund Loan to Operating Fund	<u>\$_</u>	0.00
Plus Balance of Contribution to CRF from \$50,000.00 Special Levy (see NOTE 2)	\$	4,480.50
Reserve Bank Trust Account Balance as at June 30, 2012		39,614.80

### MINUS APPROVED CONTINGENCY RESERVE FUND EXPENDITURES:

Approved at December 14, 2006 Annual General Meeting (\$85,000.00)

Boiler System Replacement and Upgrading (Domestic Hot Water and Heating), Etc. \$ 12,416.85 (\$85,000.00 - \$72,583.15 [2010 Expenditures] = \$12,416.85) [2012 Actual Expenditures - \$0.00]

Approved at December 13, 2007 Annual General Meeting (\$10,000.00)

Drain Tile Repairs and Upgrading Along Bottom of South Concrete Foundation

Wall In Lower East Parking Garage, Etc. \$ 10,000.00 [2012 Actual Expenditures - \$0.00]

Approved at December 9, 2010 Annual General Meeting (\$75,000.00)

Interior Improvements, Etc. (after December 31<sup>st</sup>, 2011) \$ 74,000.00 [2012 Actual Expenditures – \$1,000.00]

2012 "Emergency" Expenditures

None \$ 0.00

[2012 Actual Expenditures - \$0.00]

[Total 2012 Actual Expenditures - \$1,000.00]

Total Approved Expenditures not yet taken from the fund \$ 96,416.85

### CONTINGENCY RESERVE FUND MINUS APPROVED EXPENDITURES <u>\$ 47,678.45</u>

NOTE 1: At the December 14, 2011 Annual General Meeting, the Strata Corporation was authorized to contribute \$2,250.00 (in addition to the \$50.000.00 Special Levy) to the Contingency Reserve Fund for the 2012 fiscal year, as presented in the approved 2012 Operating Budget. As of June 30, 2012, \$1,125.00 of this budgeted contribution approved by The Owners has been transferred from the Operating Fund to the Contingency Reserve Fund. It is anticipated a further \$1,125.00 of this budgeted contribution will be transferred for the remainder of the fiscal year. Therefore, by December 31, 2012, if there are no emergency expenditures, it is projected that the amount in the Contingency Reserve Fund will be a minimum of \$48,803.45.

**NOTE 2:** The \$50,000.00 Special Levy was payable December 14, 2011 by the registered owners of title. Payment will be accepted to June 1, 2012 without penalty / fines for late payment. In the event of a conveyance of a strata lot, the vendor is responsible for full payment of the Special Levy.

## FORM B INFORMATION CERTIFICATE (ALTERATIONS ATTACHMENT)

### RE: V.R. 190; SUITE 101, STRATA LOT 1

July 20, 2012

(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?

### Yes, we are aware of the following agreements and alterations:

#### 1. SUITE DOOR CLOSER

- a) During the June 18, 2010 fire equipment / systems inspection, it was noted that the door closer, which had been installed on the door and frame at the top of the suite door (the screw holes were still there), had been removed by the current owner. On June 18, 2010, the Property Manager / Agent told a representative of the current owner and wrote on his copy of the fire inspection notice the following: "Suite door closer missing and has to be replaced, Mark Braam, Property Manager, Century 21 Prudential". On June 28, 2012, the Strata Council President confirmed that there was still no door closer and told another representative of the current owner that the suite door closer has to be replaced.
- b) Removal of the door closer is a threat to the life safety of other building occupants, and may result in a fire spreading and more extensive fire damage to the building. It is also a violation of applicable Fire and/or Building, etc. Codes.
- c) The door closer was also removed in contravention of, or possible contravention of, Bylaws 2.3, 6.1, 6.5 and/or 8.2.
- d) If it has not already been replaced, <u>the current owner or any future owner of the strata lot must</u> replace the suite door closer.

### 2. "THRESHOLD" / "BUMPER" AT EXTERIOR OF SUITE DOOR

- a) The current owner installed a "dark brown" coloured vinyl / plastic or aluminum "threshold" / "bumper" at the bottom exterior of the suite door on top of the carpet in the common hall, without Strata Council permission in contravention of Bylaws 10.1, 10.3 and/or 10.6 and/or Council Rules 2a) and 2b).
- b) Council Rule 2. a) states: "External weatherstripping on suite doors is not permitted September 1989." Council Rule 2. b) states: "External thresholds on suite doors are not permitted. Any threshold installed must not extend past the exterior plane of the door September, 1989."
- c) If requested by the Strata Council, this "threshold" / "bumper" must be removed. It may also be removed by the Strata Council in accordance with Bylaw 10.7.
- d) Please also refer to Bylaws 2.3 and 11.4.

### 3. HANDLESET / GRIPSET, WRAP-AROUND PLATES, DEADBOLT LOCK AND INTERLOCKING SECURITY PLATE ON SUITE DOOR AND FRAME

- a) The current owner removed the original exterior handle / hardware assembly for the passage set latch and deadbolt lock (Dominion Lock) and replaced it with a "silver" coloured Weiser? handleset / gripset [possibly Augusta "Troy" 4 way SI; Finish 26D ("satin chrome")? except the separate deadbolt lock] or a similar Schlage equivalent? To cover the holes in and damage to the door, the current owner installed a large "silver" coloured wrap-around plate (below the handleset) on the suite door. It has been the policy of the Strata Council that the original (obsolete) exterior handle / hardware assemblies be retained, but because the original handleset and the door were badly damaged and the new handleset is the type approved by the Strata Council, these installations are acceptable.
- b) The current owner and/or the Strata Corporation installed a second "shiny brass" coloured deadbolt lock, a small "shiny brass" coloured wrap-around plate below the second additional deadbolt lock, and a "dark brown" coloured interlocking security plate (the piece that was on the suite door is missing), on the suite door and frame. These installations are acceptable.
- c) Please refer to Bylaw 2.3.

# FORM B INFORMATION CERTIFICATE (ALTERATIONS ATTACHMENT)

RE: V.R. 190; SUITE 101, STRATA LOT 1

July 20, 2012 PAGE 2

### 4. WINDOW SECURITY BARS INSIDE BEDROOM WINDOW

- a) The current owner installed "white" coloured security bars inside the bedroom window. Subsequently the current owner removed most portions of the security bars that were inside the bedroom window. On the East side of the bedroom window, there remains an "L" shaped metal frame screwed to the window jamb; attached to this frame at the top and bottom is two approximately 1 1/2" wide and 14" long metal bars.
- b) These security bars were installed without Strata Council permission in contravention of Bylaws 10.1, 10.3, 10.5 and/or 10.6.
- c) Except for the colour, these security bars also do <u>not</u> conform with the Council Policies / Guidelines for Design and Installation of Security Bars / Grilles at Suite Exterior Windows and Glass Doors dated December 12, 1994 or the alternate "square pattern" / "multi window pane" design approved by the Strata Council on March 6, 1996.
- d) These window security bars inside the bedroom window will have to be removed; they may also be removed by the Strata Council in accordance with Bylaw 10.7.
- e) Please also refer to Bylaw 2.3.

### 5. WINDOW SECURITY BAR INSIDE PATIO SLIDING GLASS DOOR

- a) There is one "white" coloured, square, horizontal security bar installed inside the patio sliding glass door. Although this security bar was installed by the current owner without Strata Council permission in contravention of the Bylaws and/or Rules, this alteration is acceptable.
- b) Please refer to Bylaw 2.3.

### 6. PAINT ON PATIO CONCRETE BREEZE BLOCK AND CONCRETE BUILDING BLOCK WALLS

- a) In the 1980's, previous owners painted ("white") the concrete breeze blocks and the two rows of concrete building blocks (below) on the inside of the patio walls. The previous owners also painted ("white" colour) the concrete building blocks on the East patio divider wall. These alterations were made without Strata Council approval in contravention of the Bylaws.
- b) If requested by the Strata Council (this is not likely to happen), the paint will have to be removed by the individual owner; it may also be removed by the Strata Council in accordance with Bylaw 10.7.
- c) The Strata Corporation will not be responsible to maintain and repaint the painted surfaces of the patio walls.
- d) Please also refer to Bylaws 2.3, 10.1, 10.3 and 11.4.

### 7. WOOD DECKING ON PATIO

- a) The current owner installed (laid on top of gravel) pressure-treated wood decking on top of the concrete patio surface.
- b) The policy of the Strata Corporation is that the individual owner is responsible to maintain, repair and replace any decking installed on a first floor patio.
- c) Please also refer to Bylaw 2.3.

### 8. OTHER

None to the best of our knowledge or that have been disclosed to us by the Strata Council or by the strata lot owners.

## "B" STRATA CORPORATION ALTERATION AGREEMENT

July 20, 2012

STRATA LOT 1 RE: STRATA PLAN V.R. 190 CIVIC ADDRESS: 101 - 750 EAST 7TH AVENUE, VANCOUVER, B.C. NAME OF PURCHASER OR OWNER NAME OF PURCHASER OR OWNER AS PURCHASER(S) OR OWNER(S) 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: Suite door closer; "threshold" / "bumper" at exterior of suite door; handleset / gripset, wrap-around plates, deadbolt lock and interlocking security plate on suite door and frame; window security bars inside bedroom window; window security bar inside patio sliding glass door; paint on patio concrete breeze block and concrete building block walls; wood decking on patio. See attached Form B Alterations Attachment dated July 20, 2012 (2 pages). THE PURCHASER(S) MUST SIGN AND RETURN this "B" Alteration Agreement prior to completion of the sale. I / WE are aware of the above noted alteration(s) and agree to the following: 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. I/We agree to obtain and maintain 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). I/We agree to waive any liability of the Owners, Strata Plan V.R. 190, 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). 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. I/We will agree to indemnify the strata corporation for any loss incurred by the strata corporation as a result of the alteration(s). I/We agree to arrange for any additional insurance coverage for the common property or the alteration(s). 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 or is found to be in violation of any government statute, bylaw or regulation. I/We agree to advise any future purchasers of strata lot 1 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. 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 owner or 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 OR OWNER

SIGNATURE & PRINTED NAME OF PURCHASER OR OWNER

DATE:

FormBALTERATIONAGREEMENTSL1-120720.doc



### - RECORDS SEARCH STATEMENT -

Date:

September 27, 2007

Request No.

RDR0468

Requestor:

Century 21 Prudential Estates (RMD)

Matthew Collins

Address:

7320 Westminster Highway

Richmond, BC V6X 1A1

Facsimile:

604-273-9021

We confirm that a search of our records, requested on September 18, 2007, found that no Rental Disclosure Statement was filed with the Superintendent of Real Estate in respect of the following development:

Filing Name/Number: VR 0190

Developer Name:

Fee amount:

\$38.00

Fee amount paid:

\$38.00

Fee amount owing:

\$0.00

Records Clerk of Information Services Officer