VR 856 – Barclay Manor Bylaws

Division 1 -- Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
 - (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
 - (3) An owner, tenant or occupant must not:
 - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;

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- (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water:
- (i) allow a strata lot to become unsanitary or a source of odour;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (I) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications, which were white or beige;
- (m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;

- (n) use or install in or about a strata lot any shades, awnings, or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (o) erect, place, on or fasten to the strata lot, the common property or any limited common property any television, radio antenna, satellite dish, or similar structure or appurtenance thereto;
- (p) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

Inform strata corporation

- **4** (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- **5** (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Obtain approval before altering common property

- **6** (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;

- (D) doors, windows (note bylaw #41 regarding windows) and skylights on the exterior of a building or that front on the common property;
- (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows (note bylaw #41 regarding windows) and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 -- Council

Council size

- 9 (1) The council must have at least 3 and not more than 7 members.
- (2) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.
- (3) A spouse, including a common law spouse, of an owner; is eligible to be on Council.

Council members' terms

- **10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- **12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 of more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- **14** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either

- (i) consent in advance of the meeting, or
- (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- **15** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 16 (1) A quorum of the council is
 - (a) 2, if the council consists of 3 or 4 members,
 - (b) 3, if the council consists of 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) No observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- **18** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- **20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule.
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 -- Enforcement of Bylaws and Rules

Maximum fine

- 23 (1) The strata corporation may fine an owner or tenant a maximum of
 - (a) \$75 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 -- Annual and Special General Meetings

Person to chair meeting

- 25 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- **26** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

- 28 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;

- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve minutes from the last annual or special general meeting;
- (f) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (g) ratify any new rules made by the strata corporation under section 125 of the Act;
- (h) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (i) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (j) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (k) elect a council, if the meeting is an annual general meeting;
- (I) terminate the meeting.

Division 6 -- Voluntary Dispute Resolution

Voluntary dispute resolution

- 29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 -- General

Pets

- **30** (1) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
 - (2) An owner, tenant or occupant must adhere to the following pet guidelines / restrictions:
 - (a) a reasonable number of fish or other small aquarium animals are allowed;
 - (b) a reasonable number of small caged mammals are allowed;
 - (c) up to 2 caged birds are allowed;
 - (d) no more than "one dog & one cat", or "two cats";
 - (e) exotic pets are not permitted (repitiles, amphibians, insects).
- (4) The strata council reserves the right to have removed, any pet, should the circumstances of that pet residing in the building be deemed detrimental to the normal functioning of the building.

Christmas Trees

31 Residents wishing to have live Christmas trees must register with the resident manager. Residents are responsible for the disposal of such trees, and also cleaning up of any resultant mess. Trees may not be disposed of in the garbage container.

Advertising and Signs

- **32** (1) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a lot without the written consent of the strata council.
- (2) An owner of a strata lot, when selling, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.

Garbage

33 (1) Ordinary household refuse and garbage will be placed in non-leaking plastic garbage bags, properly closed with ties and placed in the garbage container or chute. The garbage chute is not to be used between the hours of 10:00 p.m. and 8:00 a.m. Any material for disposal other than ordinary household garbage shall be removed from the strata lot or common property at the expense of or by the individual owner / resident. Failure to remove garbage in the prescribed manner will result in the strata council or resident manager, as the case may be, having the garbage removed. The full cost of this removal will be charged back to the strata lot.

(2) There is to be no garbage left in the walkway or common areas and it is the responsibility of all owners / residents to keep the common property neat and clean.

Occupancy

34 Each strata lot shall be occupied as a one-family residence. The strata lot shall be occupied as a place of residence by not more than three (3) persons in a one-bedroom suite and four (4) persons in a two-bedroom suite, without prior written consent of the strata council.

Parking / Vehicles

- **35** (1) Parking is limited to the designated parking spaces for each strata lot, limit of two (2) vehicles per parking stall. Vehicles must stay within the boundaries of the parking stall.
- (2) No major or substantial repairs to motor vehicles or mechanical equipment shall be carried out on any part of the common property or designated parking spaces.
- (3) Any vehicle or part thereof in violation will be towed away at the owner's expense, at the discretion of the resident manager, or in his or her absence, a member of the strata council.
- (4) Parking is testricted to residents of Strata Plan VR 856. Parking spaces are not to be rented to non-residents. Any owner/resident renting their parking space(s) to non-residents will have the vehicle towed without notice and the costs for the tow will be charged back to the Owner of the Strata Lot.

Insurance

36 In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policy, it is agreed and understood that: if the origination of the loss is within the interior confines of an individual strata lot the deductible of the strata corporation's policy relative to the loss shall be paid by the individual strata lot owner in whose lot the cause of the damage originated.

The foregoing will also hold true if the careless, negligent or inattentive acts of a strata lot owner causes damage that gives rise to a valid claim under the strata corporation's insurance policy, and the origination of the loss is anywhere on the premises.

In the event that an owner or an owner's tenant, occupant, or visitor causes damage to common property, limited common property or common facilities and the damage is not covered by insurance, the strata lot owner shall be held responsible for such loss and promptly reimburse the strata corporation for the full costs of repair or replacement of the damage done.

Where any loss or damage originates from common property as defined in the Strata Property Act and is not the responsibility of a strata lot owner as previously defined, the deductible shall then be the responsibility of the strata corporation.

Damage to personal property of an owner or occupant of a unit, together with any upgrading, substituting or improvements or betterments to the unit that have been made or acquired by the present owner from those originally installed shall be the responsibility of the owner.

Moving Fee

- 38 (1) Each change of tenancy will result in a moving fee of \$50.
- (2) All Moves are to be done through the basement. Moves may not be done through the front entrance.

Rentals

39 There is no rental restriction at Barclay Manor.

Use of Patios and Balconies

40 (1) An owner, tenant, or occupant must not place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line. Items placed on balcony railings must be secured, and placed in such a way that they pose no danger of falling off the railing. The Strata Council reserves the right to have any items removed from balcony railings if the Strata Council deems such an item unsafe, or at risk of falling off the balcony.

41 Windows

Repair and maintenance of window latches and window rollers are the responsibility of the Owner.

Small Claims Action

42 Notwishtanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Washing Machines.

43. In-suite washing machines are not permitted. Barclay Manor is not properly plumbed for in-suite washing machines.

44. Hardwood Floors

Hardwood Floors

An Owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours.

Hardwood flooring must be installed over insulation, insulation being defined as a minimum of one quarter inch high density acoustic foam, to be approved by the Strata Council.

Tile or other hard surface flooring must be installed over insulation, insulation being defined as a minimum of one eighth inch high density acoustic foam, or an equivalent approved by the Strata Council, and a minimum of three eighths plywood.

First/Ground floor strata lots and strata lots that do not have another strata lot beneath them are exempt from this bylaw.

Carpets and rugs must have underpad installed beneath them, underpad being defined as a minimum of three eights high density foam underlay.

45. Bicycles / Rollerblades

Bicycles / Rollerblades

Bicycles which are stored inside strata lots must be carried, when entering or exiting the building. Bicycles may not be rolled to a unit. Similarly, rollerblades may not be worn inside the building. Any damage caused by bicycles or rollerblades, to the common areas inside the building will result in fines according to the bylaws.

Balance Sheet Barclay Manor (vr856)

September 30, 2011

	September 2011	August 2011	Change
ASSETS			
CURRENT ASSETS			
Bank - Operating	80,578.16	78,000.93	2,577.2
Petty Cash	500.00	500.00	0.0
Accounts Receivable	88.63	(435.40)	524.0
AR - Spec Levy - Re-piping	2,075.64	2,075.64	0.0
TOTAL CURRENT ASSETS	\$ 83,242.43	80,141.17	3,101.2
OTHER ASSETS			
Accrued Interest	154.20	139.64	14.5
Prepaid - Insurance	0.00	1,232.67	(1,232.6
TOTAL OTHER ASSETS	\$ 154.20	1,372.31	(1,218.1
RESERVES			
Reserve Bank - Roof Project	3,685.22	3,681.44	3.7
TOTAL RESERVES	\$ 3,685.22	3,681.44	3.7
CRF			
CRF Bank - General	32,365.25	31,083.31	1,281.9
TOTAL CRF	\$ 32,365.25	31,083.31	1,281.9
SPECIAL LEVY BANK			
Spec Levy Bank - Re-piping	20,738.99	20,719.35	19.6
TOTAL SPECIAL ASSESSMENT BANK	\$ 20,738.99	20,719.35	19.6
TOTAL ASSETS	\$ 140,186.09	136,997.58	3,188.5
	Military Committee Committ		-
LIABILITIES AND EQUITY			
CURRENT LIABILITIES			
Accrued Liabilities	943.54	3,645.76	(2,702.22
TOTAL CURRENT LIABILITIES	\$ 943.54	3,645.76	(2,702.2
RESERVES			
Reserve - Roof	3,689.26	3,685.22	4.04
TOTAL RESERVES	\$ 3,689.26	3,685.22	4.0
CONTINGENCY RESERVE FUND			
CRF - General	32,400.72	31,115.25	1,285.47
TOTAL CONTINGENCY RESERVE FUND	\$ 32,400.72	31,115.25	1,285.47
OPERATING FUND			
Operating Surplus/(Deficit) Current Year	10,338.29	5,677.65	4,660.64
Operating Surplus/(Deficit) Prior Years	70,059.07	70,059.07	0.00
Prior Year Operating Surplus - Adjustment	(82.15)	0.00	(82.15
TOTAL OPERATING SURPLUS/(DEFICIT)	\$ 80,315.21	75,736.72	4,578.49
SPECIAL LEVY			
Spec. Levy - Repiping	22,837.36	22,814.63	22.73
TOTAL SPECIAL LEVY	\$ 22,837.36	22,814.63	22.73
QUITY	\$ 140,186.09	136,997.58	3,188.51
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Statement Of Operations

Barclay Manor (vr856)

For the 2nd Month Ending September 30 2011

			Current Actual	Year to Date Actual	Annual Budget	YTD - Budget %
RE	VENUE	· · · · · · · · · · · · · · · · · · ·				· LLLWARD. · · ·
	5285-0000	Interest Income	91.96	176.24	200.00	88%
	5300-0000	Late Payment Interest	29.65	29.65	0.00	-
	5320-0000	Laundry Income	2,527.87	2,527.87	10,000.00	25%
	5385-0000	Moveln/Out Fee	100.00	100.00	300.00	33%
	5500-0000	Owners' Contributions	13,408.59	26,817.18	160,902.73	17%
	5700-0000	Storage Income	60.00	120.00	0.00	-
TC	OTAL REVENU		\$16,218.07	\$29,770.94	\$171,402.73	17%
OI	PERATING EX	PENSES				
ΔΙ	OMIN EXPENS	res				
,	6004-0000	Statutory Review of Trust Accounts	0.00	0.00	395.00	0%
	6008-0000	Additional Services	0.00	0.00	448.00	0%
	6018-0000	Appraisal	0.00	0.00	700.00	0%
	6028-0000	Bank Charges	23.00	46.00	300.00	15%
	6068-0000	Miscellaneous	661.89	661.89	700.00	95%
	6078-0000	Insurance Deductibles / Claims	0,00	0.00	5,000.00	0%
	6080-0000	Insurance Premium	1,232.67	2,465.34	15,812.00	16%
	6098-0000	Management Fees	1,430.61	2,861.22	17,167.32	17%
	6128-0000	Postage/Copies/Office Exp.	321.28	368.04	2,000.00	18%
T	OTAL ADMIN I		\$3,669.45	\$6,402.49	\$42,522.32	15%
E	MPLOYEE EXI	PENSES				
	6258-0000	Workers' Compensation	0.00	0.00	318.00	0%
T	OTAL EMPLO	YEE EXPENSES	\$0.00	\$0.00	\$318.00	0%
U.	TILITY EXPEN	SES				
	6308-0000	Electricity	884.73	884.73	9,500.00	9%
	6316-0000	Gas	932.84	932.84	14,500.00	6%
	6336-0000	Water & Sewer	0.00	0.00	11,100.00	0%
T	OTAL UTILITY	EXPENSES	\$1,817.57	\$1,817.57	\$35,100.00	5%
C	ONTRACT & E	BUILDINGS EXPENSES				
	7048-0000	Elevator & License	456.88	913.76	6,016.00	15%
	7058-0000	Enterphone	68.32	136.64	1,000.00	14%
	7069-0000	Fire Protection	0.00	0.00	2,800.00	0%
	7080-0000	Garbage Collection	255.43	510.86	4,400.00	12%
	7096-0000	Janitorial	3,111.55	6,223.10	38,000.00	16%
	7100-0000	Landscaping	0.00	0.00	3,000.00	0%
	7144-0000	Pest Control	116.48	116.48	1,300.00	9%
	7162-0000	Recycling	0.00	0.00	1,378.00	0%
T	OTAL CONTR	ACT & BLDG EXPENSES	\$4,008.66	\$7,900.84	\$57,894.00	14%

Statement Of Operations

Barclay Manor (vr856)

For the 2nd Month Ending September 30 2011

Current Actual	Year to Date Actual	Annual Budget	YTD - Budget %
0.00	0.00	2,000.00	0%
0.00	0.00	12,284.85	0%
0.00	0.00	1,300.00	0%
811.75	811.75	4,000.00	20%
0.00	0.00	983.56	0%
\$811.75	\$811.75	\$20,568.41	4%
1,250.00	2,500.00	15,000.00	17%
\$1,250.00	\$2,500.00	\$15,000.00	17%
\$11,557.43	\$19,432.65	\$171,402.73	11%
\$4,660.64	\$10,338.29	\$0.00	
	0.00 0.00 0.00 811.75 0.00 \$811.75 1,250.00 \$1,250.00 \$11,557.43	Actual Actual 0.00 0.00 0.00 0.00 0.00 0.00 811.75 811.75 0.00 0.00 \$811.75 \$811.75 1,250.00 2,500.00 \$1,250.00 \$2,500.00 \$11,557.43 \$19,432.65	Actual Actual Budget 0.00 0.00 2,000.00 0.00 0.00 12,284.85 0.00 0.00 1,300.00 811.75 811.75 4,000.00 0.00 0.00 983.56 \$811.75 \$811.75 \$20,568.41 1,250.00 2,500.00 15,000.00 \$1,250.00 \$2,500.00 \$15,000.00 \$11,557.43 \$19,432.65 \$171,402.73

Mike Cates, Strata Manager

Balance Sheet Barclay Manor (vr856)

July 31, 2011

			July 2011	June 2011	Change
ASSETS					
CURRENT ASSETS					
Bank - Operating			71,370.87	64,770.14	6,600.73
Petty Cash			500.00	500.00	0.00
Accounts Receivable			1,418.94	1,030.32	388.62
AR - Spec Levy - Re-piping			3,853.60	3,853,60	0.00
TOTAL CURRENT ASSETS			\$ 77,143.41	70,154.06	6,989.35
	ere en	4.4		100	
OTHER ASSETS					
Accrued interest			128.02	142.63	(14.61)
Prepaid - Insurance			2,465.34	3,698.01	(1,232.67)
TOTAL OTHER ASSETS			\$ 2,593.36	3,840.64	(1,247.28)
RESERVES					
Reserve Bank - Roof Project			3,677.79	3,673.64	4.15
TOTAL RESERVES			\$ 3,677.79	3,673.64	4.15
CRF					
CRF Bank - General			29,803.71	28,521.48	1,282.23
TOTAL CRF			\$ 29,803.71	28,521.48	1,282.23
SPECIAL LEVY BANK					
Spec Levy Bank - Re-piping			18,922.60	18,901.24	21.36
TOTAL SPECIAL ASSESSMENT BAN	IK		\$ 18,922.60	18,901.24	21.36
TOTAL ASSETS		***************************************	\$ 132,140.87	125,091.06	7,049.81
LIABILITIES AND EQUITY					
CURRENT LIABILITIES					
			2,126.30	0.00	2,126.30
Accounts Payable			3,645.76	6,023.00	(2,377.24)
Accrued Liabilities TOTAL CURRENT LIABILITIES			\$ 5,772.06	6,023.00	(250.94)
TOTAL CURRENT LIABILITIES			ų 0,112.00	0,020.00	(2010-1)
RESERVES			0.004.44	0.077.70	0.05
Reserve - Roof			3,681.44	3,677.79	3.65
TOTAL RESERVES			\$ 3,681.44	3,677.79	3.65
CONTINGENCY RESERVE FUND			00 892 54	00 550 74	4 270 60
CRF - General			29,833.31	28,553.71	1,279.60
TOTAL CONTINGENCY RESERVE FI	JND		\$ 29,833.31	28,553.71	1,279.60
OPERATING FUND			40.007.47	40.000.70	(4.00)
Operating Surplus/(Deficit) Curren			18,607.47	18,608.76	(1.29)
Operating Surplus/(Deficit) Prior Y			45,451.60	45,451.60	0.00
Prior Year Operating Surplus - Adj			6,000.00	0.00	6,000.00
TOTAL OPERATING SURPLUS/(DEF	ICIT)		\$ 70,059.07	64,060.36	5,998.71
SPECIAL LEVY			00 704 00	00 770 00	40.70
Spec. Levy - Repiping			22,794.99	22,776.20	18.79
TOTAL SDECIAL LEVY			\$ 22,794.99	22,776.20	18.79
Mook QUITY	WWW.WATERCOTT C. V.		\$ 132,140.87	125,091.06	7,049.81
7			Aug 2	4, 2011	
Mike Cates, Strata Manage	er		Date	•	

Statement Of Operations Barclay Manor (vr856)

For the 12th Month Ending July 31 2011

		Current Actual	Year to Date Actual	Annual Budget	YTD - Budget %
REVENUE					
5285-0000	Interest Income	75.98	898.50	200.00	449%
5290-0000	Fobs/Keys/Remotes	0.00	950.00	0.00	-
5320-0000	Laundry Income	2,986.89	10,619.45	10,000.00	106%
5385-0000	Moveln/Out Fee	200.00	1,200.00	300.00	400%
5410-0000	Other Income	0.00	(0.06)	0.00	_
5500-0000	Owners' Contributions	13,408.59	160,903.08	160,902.73	100%
5700-0000	Storage Income	60.00	720.00	0.00	-
TOTAL REVEN	JE -	\$16,731.46	\$175,290.97	\$171,402.73	102%
OPERATING EX	(PENSES				
ADMIN EXPENS	SES				
6004-0000	Statutory Review of Trust Accounts	0.00	392.00	395.00	99%
6008-0000	Additional Services	0.00	1,456.00	448.00	325%
6018-0000	Appraisal	0.00	700.00	0.00	-
6028-0000	Bank Charges	23.00	276.00	276.00	100%
6068-0000	Miscellaneous	0.00	540.88	700.00	77%
6078-0000	Insurance Deductibles / Claims	0.00	0.00	5,000.00	0%
6080-0000	Insurance Premium	1,232.67	14,011.16	13,750.00	102%
6088-0000	Legal Fees	0.00	0.00	150.00	0%
6098-0000	Management Fees	1,430.61	17,167.33	17,167.32	100%
6128-0000	Postage/Copies/Office Exp.	31.26	1,620.09	2,000.00	81%
TOTAL ADMIN	EXPENSES	\$2,717.54	\$36,163.46	\$39,886.32	91%
EMPLOYEE EXI	PENSES				
6258-0000	Workers' Compensation	0.00	282.70	318.00	89%
TOTAL EMPLOY	YEE EXPENSES	\$0.00	\$282.70	\$318.00	89%
UTILITY EXPEN	SES				
6308-0000	Electricity	836.65	9,316.46	9,500.00	98%
6316-0000	Gas	1,961.42	12,637.33	15,000.00	84%
6336-0000	Water & Sewer	3,622.76	10,708.05	11,100.00	96%
TOTAL UTILITY	EXPENSES	\$6,420.83	\$32,661.84	\$35,600.00	92%
CONTRACT & E	UILDINGS EXPENSES				
7024-0000	Communications	0.00	0.00	1,200.00	0%
7048-0000	Elevator & License	645.88	6,075.24	5,675.00	107%
7058-0000	Enterphone	68.32	819.84	1,000.00	82%
7069-0000	Fire Protection	0.00	553.50	2,800.00	20%
7080-0000	Garbage Collection	255.43	3,911.95	4,400.00	89%
7096-0000	Janitorial	3,111.55	38,671.98	37,338.56	104%
7100-0000	Landscaping	0.00	1,001.04	1,500.00	67%

Statement Of Operations

Barclay Manor (vr856)

For the 12th Month Ending July 31 2011

		Current Actual	Year to Date Actual	Annual Budget	YTD - Budget %
7126-0000	Mechanical	0.00	0.00	1,000.00	0%
7144-0000	Pest Control	232.96	1,330.56	2,300.00	58%
7162-0000	Recycling	0.00	1,296.00	1,300.00	100%
TOTAL CONTRA	ACT & BLDG EXPENSES	\$4,314.14	\$53,660.11	\$58,513.56	92%
REPAIRS & MTC	CE EXPENSES				
7550-0000	Carpet Cleaning	0.00	1,288.00	2,000.00	64%
7660-0000	Repairs & Maintenance	1,821.04	10,645.60	14,284.85	75%
7712-0000	Grounds Improvements	0.00	1,232.00	1,500.00	82%
7728-0000	Locks/Keys	0.00	1,014.05	1,300.00	78%
7738-0000	Mechanical	0.00	3,983.21	2,000.00	199%
7882-0000	Supplies	209,20	752.53	1,000.00	75%
TOTAL REPAIR	S & MTCE EXPENSES	\$2,030.24	\$18,915.39	\$22,084.85	86%
CRF & OTHER E	BUDGETED RESERVES				
8920-0000	Contingency Reserve Fund	1,250.00	15,000.00	15,000.00	100%
TOTAL CRF & B	UDGETED RESERVES	\$1,250.00	\$15,000.00	\$15,000.00	100%
TOTAL EXPENS	ES / RESERVES	\$16,732.75	\$156,683.50	\$171,402.73	91%
SURPLUS / (DEF	FICIT)	\$(1.29)	\$18,607.47	\$0.00	

enfloate.

Date