

Strata Property Act

FORM B
INFORMATION CERTIFICATE
(Section 59)

The Owners, Strata Plan VR 5 certify that the information contained in this certificate with respect to Strata Lot 24 is correct as of the date of this certificate.

[Attach a separate sheet if the space on this form is insufficient].

- (a) Monthly strata fees payable by the owner of the strata lot described above \$ 320.22
- (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*) \$ NIL
- (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]*
- (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 841.38
The payment is to be made by *[month, day, year]*. April 1, 2017
- (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 Unknown
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund \$ 124,662.94
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office?
 no yes *[attach copy of all amendments]*
- (h) Are there any resolutions passed by a 3/4 vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office?
 no yes *[attach copy of all resolutions]*
- (h.1) Are there any winding-up resolutions that have been passed?
 no yes *[attach copy of all resolutions]*
- (i) Has notice been given for any resolutions, requiring a 3/4 vote, 80% vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?
 no yes *[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]*
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?
 no yes *[attach copies of all notices or work orders]*
- (l) Number of strata lots in the strata plan that are rented 0

(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) _____ ^{CARPET} 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) _____ ^{CARPET} may have been allocated by owner developer assignment

Details: PLEASE SEE ATTACHED.

..... ^{ATTACHED CARPET}

(provide background on the allocation of 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.**

(n) Are there any locker(s) allocated to the strata lot? no yes

(i) If no, complete the following by checking the correct box:

- No storage locker is available
- No storage locker is allocated to the strata lot but storage locker(s) within common property might be available

(ii) If yes, complete the following by checking the correct box(es) and indicating the storage locker(s) to which the checked box(es) apply:

- Storage locker(s) number(s) _____ is/are part of the strata lot
- Storage locker(s) number(s) _____ is/are separate strata lot(s) or part(s) of a separate strata lot _____ (strata lot number(s), if known, for each locker that is a separate strata lot or part of a separate strata lot)

Storage locker(s) number(s) _____ is/are limited common property

Storage locker(s) number(s) _____ 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: PLEASE SEE ATTACHED.

.....
(provide background on the allocation of 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 storage locker that is common property may be limited as short term exclusive use subject to section 76 of the *Strata Property Act*, or otherwise, and may therefore be subject to change in the future.**

Required Attachments

In addition to the 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 corporation
- The current budget of the corporation
- The owner developer's Rental Disclosure Statement under section 139, if any
- The most recent depreciation report, if any, obtained by the strata corporation under section 94

Date: March 28, 2017

Niina Mayhew
Strata Manager

Details per sections m(iii) and n(iii):

The information provided herein with respect to parking and / or locker assignment is, to the best of the strata corporation's knowledge, accurate. It is what we believe the allocations to be based upon the records provided to and by the strata corporation. It is possible that individual owners may have undertaken other arrangements (i.e. re-assigning an existing parking lease) without properly documenting the process at the Land Title Office or advising the strata corporation. Such an arrangement would have an impact on the accuracy of this information. Accordingly, it is suggested that the Purchaser confirm with the Seller or Seller's Agent that the information related to parking and / or locker assignments included herein is accurate and matches the Seller's understanding and records as representing the proper allocation(s) for the related strata lot.

January 25, 2017

Estate of Hedwig Kirchner
c/o Thomas Wachowski, Executor
907 Old Lillooet Road
North Vancouver, B.C., V7J 2H6

Dear Mr. Wachowski:

**RE: ALTERATION APPROVAL – STRATA LOT #24
907 OLD LILLOOET RD, NORTH VANCOUVER, BC
STRATA PLAN VR 5 – LYNNMOUR VILLAGE**

We are writing on behalf of the Strata Council of Strata Plan VR 5 to confirm your alteration request (**New paint, new flooring - wood laminate throughout and tile in bathrooms and new carpet in bedrooms, replace all doors, new sinks & toilets in both bathrooms, new shower fixtures, new lighting fixtures, new appliances, new countertops and cabinets in kitchen and bathroom, repair sliding door, new blinds**) has been approved. However, Council requires all such installations to adhere to the following conditions:

- 1) Prior to work commencing, and if you have not already, you must execute and return the attached "Assumption of Liability Agreement" which will indemnify the Strata Corporation for any damages or claims arising from the alteration;
- 2) All Strata Corporation bylaws and rules pertaining to renovations must be adhered to at all times;
- 3) Balcony doors and window replacements must match the standard "brown" as seen throughout the complex.
- 4) The alterations must be conducted by a reputable, certified and insured company.

Attached, please find the pertinent bylaws pertaining to alterations at Lynnmour Village.

In addition, note that the Strata Corporation's insurance policy does not provide coverage for "improvements or betterments". As a result, it is your responsibility to obtain separate insurance for the alterations.

Thank you.

Yours very truly,
STRATAWEST MANAGEMENT LTD.

Niina Mayhew
Strata Manager

NM/dms

cc: Council President

Alteration Bylaws

7. Obtain approval before altering a strata lot

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following: (Sept. 24/02)
- (a) the structure of a building; (Sept. 24/02)
 - (b) the exterior of a building; (Sept. 24/02)
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building; (Sept. 24/02)
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property; (Sept. 24/02)
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard; (Sept. 24/02)
 - (f) common property located within the boundaries of a strata lot; (Sept. 24/02)
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and (Sept. 24/02)
 - (h) wiring, plumbing, piping, heating, air conditioning and other services. (Sept. 24/02)
- 7.2 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, 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 and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration. (Sept. 24/02)
- 7.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration. (Sept. 24/02)

8. Obtain approval before altering common property

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets. (Sept. 24/02)
- 8.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must: (Sept. 24/02)
- (a) submit, in writing, detailed plans and description of the intended alteration and; requirements, if any, for use of any visitor parking spaces for contractor's work vehicle / equipment or building materials. (Sept. 24/02)
 - (b) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.; and (Sept. 24/02)
 - (c) once consent is received, obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and (Sept. 24/02)
 - (d) Upon completion of the work, arrange for final inspection and approval from appropriate governmental authorities and provide a copy of the report to the strata council. (Sept. 24/02)
- 8.3 No owner shall make any modification that comes in contact with, or may affect the condition of, the Mansard Shingle Roof structure without meeting the following conditions; (Sept. 24/02)
- (a) Receiving written permission from the Strata Council. (Sept. 24/02)
 - (b) Alteration shall adhere to design specifications of the professional engineer employed by the strata corporation. (Sept. 24/02)

- (c) Fully conforms to requirements of any material / workmanship guaranties that are in effect. (Sept. 24/02)
- 8.4 Anyone found in violation of bylaw 8.3 will be subject to a \$200.00 fine and liable for all costs associated with the repair and restoration of the affected area to its previously warrantable condition. (Sept. 24/02)
- 8.5 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following: (Sept. 24/02)
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives; (Sept. 24/02)
 - (b) that the standard of work and materials be not less than that of the current building codes of the Provincial and Municipal jurisdiction (Sept. 24/02)
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner; (Sept. 24/02)
 - (d) that any contractors and / or workers engaged by the owner, or through the owners contractor, to perform the work, be appropriately licensed, bonded and carry valid and adequate coverage by the Worker's Compensation Board and; that copies of these documents be provided to the strata council before work commences. (Sept. 24/02)
 - (e) that all work be started and completed in accordance with bylaw 9.7 (Sept. 24/02)
 - (f) That the owner and any subsequent owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets; (Sept. 24/02)
 - (g) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees. (Sept. 24/02)
- 8.6 An owner who has altered common property, limited common property or common assets under the provisions of former bylaw 203(5) after January 1, 1995 or prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner, or subsequent owner, who has benefited from the alteration. (Sept. 24/02)
- 8.7 An owner who, subsequent to the passage of bylaws 8.1 to 8.7 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or

common assets, as the case may be, to its condition prior to the alteration and; If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that strata lot for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees. (Sept. 24/02)

9. Renovations/alterations

- 9.1 Tradespersons must be licensed, bonded and carry valid and adequate WCB coverage and have met the requirements as per bylaw 8.3 (d) or they may not enter strata property to perform work. (Sept. 24/02)
- 9.2 In accordance with Municipal regulations and these bylaws, a resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's Municipal, or Private Sector supplied disposal containers. (Sept. 24/02)
- 9.3 An owner must ensure that the delivery of any construction materials is through the main roadways. (Sept. 24/02)
- 9.4 A resident must be responsible to ensure that during construction stairs, breezeways and paths affected by the construction are regularly cleaned. (Sept. 24/02)
- 9.5 An owner must ensure that the hours of work are restricted to times that comply with the regulations of the local Municipal authority. (Sept. 24/02)
- 9.6 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained. (Sept. 24/02)
- 9.7 Permission granted by the strata council to any resident for modifications to the exterior of the strata lot must be exercised within 30 days of the granting of the approval and completion of the modification must be completed within 60 days of the granting of the approval. (Sept. 24/02)
- 9.8 An owner in contravention of any of bylaws 9.1 to 9.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up, repair, or restoration costs.

ASSUMPTION OF LIABILITY

Between: Estate of Hedwig Kirchner of Strata Lot 907
(Hereinafter called "Owner(s)")

AND:

Strata Council of STRATA PLAN VR 5
(Hereinafter called "The Corporation")

WHEREAS "The Owner(s)" of the above-noted strata lot have requested permission from Strata Plan VR 5 to construct, install or place within or annexed to the above noted Strata Lot or the common property of the Strata Corporation a _____

("THE INSTALLATION")

AND WHEREAS the Strata Council has agreed to grant permission to the Owner(s) to effect the installation subject to the Owner(s) agreeing to comply with the requirements and to provide the undertaking, the Owner(s) releases and indemnities as hereinafter provided.

IN CONSIDERATION of the premises and the granting of permission as noted above, as the Owner(s) of the above Strata Lot, I/we covenant and agree with the Strata Corporation as follows:

1. To comply with the requirements of any and all relevant Municipal Bylaws or building codes in effecting "the installation" (both present and future) and to provide a copy of any building permit to the managing agent.
2. To comply with any rules or regulations adopted by the Strata Corporation with respect to "the installation".
3. To hire competent tradesmen or to do all work of equal quality. Any work which may devalue Strata Plan VR 5 must be re-done or restored to the original condition.
4. To require that those performing such services first make appropriate enquiries of the maintenance staff or other designated representative of the Strata Corporation and, if required, of the architect, engineer or construction manager of the firm that constructed the building within which "the installation" is to be made, as to considerations to be followed in protecting the building and its utility systems from damage through the performance of such work to effect "the installation". "The Owner(s)" agrees that the architectural plans approved by the Strata Corporation may be the only ones used and that specifications contained therein will be strictly adhered to.
5. "The Owner(s)" agrees that any and all construction debris will be removed from the site and any common areas travelled on will be left in a clean condition.
6. To indemnify and save harmless forthwith upon demand the Strata Corporation and other Owners of property within the Strata Development from any and all costs, damage, loss or liability which may occur to such parties by reason of the carrying out of work related to "the installation". Without restricting the generality of the foregoing in the case of an installation requiring a shutdown of all or a portion of the water distribution services within the building, it is recognized that damages may occur as a result of the shutdown and reactivation of such system and that "The Owner(s)" specifically agrees that this agreement shall apply to any such damages.
7. The Strata Corporation and the Owners agree that any maintenance or cost in connection with "the installation" is hereby binding on "The Owner(s)", their successors and assigns.
8. If "the installation" is not done in a professional manner, the Owner(s) must have professional repairs made or must restore the area to its original condition.
9. The Owner(s) acknowledges "the installation" does not affect the unit entitlement and interest of destruction for the strata lot as registered in the Land Title Office under Strata Plan VR 5.

Dated this 18th day of Jan., 2017.

Owner(s) Signature (s)
[Signature]

Print Name(s)
Thomas Wachowski, executor

Strata Plan VR 5