

Strata Property Act

FORM B

INFORMATION CERTIFICATE

(Section 59)

The Owners, Strata Plan **EPS984** certify that the information contained in this certificate with respect to Strata Lot 140 is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above \$ 253.55
- (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*) .. \$ 0.00
- (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 \$ 0.00
The payment is to be made by *[month, day, year]*.
- (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 yearApproximately \$ 0.00
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund \$ 365,613.56
- (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]*
- (i) Has notice been given for any resolutions, requiring a 3/4 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 or arbitration, and/or are there any judgments or orders against the strata corporation?
 no yes *[attach details]*

(k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?

no yes [attach copies of all notices or work orders]

(l) Number of strata lots in the strata plan that are rented.....

Approx. 99

(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 part of the 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) 193 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) 193 may have been allocated by owner developer assignment

Details:

To the best of our knowledge, this is the parking stall information that we currently have

***Note: The allocation of a parking stall 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 storage 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 part of the 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) _____ is/are limited common Property
- Storage locker(s) number(s) 81 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) 81 may have been allocated by owner developer assignment

Details:

To the best of our knowledge, this is the storage locker information that we currently have

***Note: The allocation of a storage locker 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 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 of 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: March 11, 2015

Signature of Council Member

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

OR



Signature of Strata Manager, Mike Elliott
if authorized by Strata Corporation

**THE MAYNARDS BLOCK
PARKING STALL/STORAGE AREA ASSIGNMENT**

BETWEEN: Aquilini Properties Inc.,
of Main Level, 510 West Hastings Street, Vancouver, BC V6B 1L8

(the "Assignor")

AND: Chieh Hsiao,
of Suite 1106, 445 West 2nd Avenue, Vancouver, BC

(the "Assignee")

RE: Parking Stall No. 193 (the "Stall") and/or Storage Area No. 81 (the "Storage Area") shown on the Parking/Storage Area Plans for The Maynards Block

WHEREAS the Assignor is the lessee of the Stall and/or Storage Area and the Assignee is the registered owner or purchaser of Strata Lot 140 (the "Strata Lot") (Suite 1106) in The Maynards Block.

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

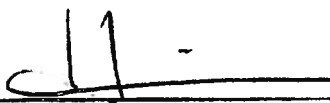
1. Assignment. Effective as of the date of the purchase of the Strata Lot by the Assignee, the Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated September 14, 2012 made between 0820803 B.C. Ltd., as landlord, and Aquilini Properties Inc. (the "Tenant"), as tenant, pertaining to the exclusive right to lease the Stall and/or Storage Area for the balance of the Term (as defined in the Lease).
2. Delivery of Assignment to Strata Corporation. Subject to section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan EPS984 (the "Strata Corporation") with a copy to the Assignor.
3. Assignment Contingent Upon Strata Lot Ownership. The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall and/or Storage Area for as long as the Assignee owns the Strata Lot.

4. Compliance. The Assignee agrees to use the Stall and/or Storage Locker in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.
5. Sale or Disposition. The Assignee may only assign its rights under this Assignment in accordance with the Lease.
6. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.
7. Enurement. This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
8. Counterpart. This Assignment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

The parties have executed this Assignment effective as of the 23rd day of October, 2012.

AQUILINI PROPERTIES INC.

Per: 
Authorized Signatory
Assignor


Assignee

Assignee

EXHIBIT G

STRATA PROPERTY ACT
(Form J)

AMENDED RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: City of Vancouver
P.I.D. 027-573-711
Lot 1, Block 2,
District Lot 302, Group 1,
New Westminster District
Plan BCP36925

Proposed Strata Lots 1 to 254

The development described above includes 254 residential strata lots.

1. 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 Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month day, year]
Nil	N/A

2. 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 any and all of the proposed 254 strata lots described above until the date set out opposite each strata lot's description:

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month day, year]
Strata Lots 1 - 254	November 6, 2109

3. There is no bylaw of the Strata Corporation which restricts the rental of strata lots.

DATED this 6th day of November, 2009.

MAYNARDS DEVELOPMENT
LIMITED PARTNERSHIP,
by its General Partner,
AD GENERAL PARTNER INC.

Per: 
DAVID NEGRIN Director

**STRATA CORPORATION EPS984
MAYNARDS BLOCK
2014/2015 APPROVED BUDGET**

		2013/2014 BUDGET	2013/2014 ACTUAL	2014/2015 APPROVED BUDGET	CONTRACT
	INCOME				
6100	STRATA FEES	975,743	975,743	975,743	No Increase
NEW	MOTORCYCLE PARKING	-	450	600	
6255	LATE PAYMENT/BYLAWS FINES	600	4,200	2,400	
6267	MOVING IN/OUT FEES	1,800	4,725	3,000	
6268	MISCELLANEOUS INCOME	1,200	11,833	4,000	
6273	ACCESS CARDS/TRANSMITTERS	1,800	1,882	1,800	
6275	INTEREST INCOME	-	148	-	
	TOTAL INCOME	\$ 981,143	\$ 998,981	\$ 987,543	
	OPERATING EXPENSES				
7340	RECREATION CENTRE	5,000	4,225	6,000	
	CONTRACTOR/PAYROLL	168,000	170,556	171,000	
7500	INSURANCE	130,000	123,340	100,000	
	MAINTENANCE	300,928	314,349	333,946	
7810	MANAGEMENT FEES	58,655	58,653	60,197	Rancho
7820	ADMINISTRATION	8,560	6,441	6,600	
New	AGM/SGM	-	5,573	5,800	
7825	AUDIT	5,000	3,785	4,500	
7855	DEPRECIATION REPORT (1/3 per year)	4,000	-	4,000	
7890	SUNDRY EXPENSE	6,000	44,016	12,000	Security Upgrades
	UTILITIES	195,000	149,128	183,500	
	TOTAL OPERATING EXPENSES	\$ 881,143	\$ 880,066	\$ 887,543	
7860	CONTINGENCY FUND TRANSFER	100,000	100,000	100,000	
	TOTAL EXPENSES AND TRANSFERS	\$ 981,143	\$ 980,066	\$ 987,543	
	SURPLUS (DEFICIT)	-	\$ 18,915	-	

Note: This budget assumes that the 2013/14 surplus will be added to the contingency account.

**STRATA PLAN EPS984
"MAYNARDS BLOCK"
445 & 429 WEST 2ND AVE
1919 WYLIE STREET
408, 418, 428, 438, 448, 458 and 468 WEST 1ST AVE
VANCOUVER, BC**

APPROVED RULE

Use of Property

- (1) An owner, tenant or occupant must not use or permit a Residential Lot to be used for a commercial purpose or any purpose other than that of a private, single family, residential dwelling, provided that, if permitted under the Bylaws of the City of Vancouver, this bylaw does not prohibit an owner, tenant or occupant from having an ancillary home-based business that does not involve client or customer attendance at the Residential Lot nor more than 3 deliveries per day to the Residential Lot.