

Strata Property Act
FORM B
INFORMATION CERTIFICATE
(Section 59)

with respect to Strata Lot #1 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..... \$ 126.84

(b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*) \$ 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 \$ Nil

The payment is to be made by _____, 20__

(e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year..... \$ Nil

(f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund \$ 12,000.00

(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]*

Strata Property Act
FORM I
AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan **VR 84** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **June 16, 2008**:

Be it resolved by a 3/4 vote of **The Owners of Strata Plan VR 84** (the "Strata Corporation") that the bylaws of the Strata Corporation be amended to include the following as bylaws of the Strata Corporation:

Obtain approval before altering a strata lot

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:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stair, 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 the 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;

and

(h) wiring, plumbing, piping, heating, air conditioning and other services.

2. An owner, who intends to alter a strata lot must, as part of its application to the strata corporation for approval, must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) obtain the written consent of the strata council.

3. The strata corporation must not unreasonably withhold its approval, 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.

4. An owner, intending to alter a strata lot, must ensure:

(a) that strata lot alterations are done in accordance with the design or plans approved by the strata council or its duly authorized representatives; and

(b) that all work and materials necessary for the alteration be at the sole expense of the owner.

5. The owner from time to time of a strata lot receiving the benefit of an alteration to a strata lot 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 the strata lot.

6. An owner and any subsequent owner who receives the benefit of an alteration to a strata lot, must, with respect only to claims or demands arising during the time that they are an 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 a claim or demand will be the responsibility of the owner of the strata lot who has benefited from the alteration and the costs or expenses incurred will be charged to the 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 will become due and payable on the due date of payment of monthly strata fees.

7. An owner who has altered a strata lot prior to the passage of bylaws 1 to 6 will 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 of the strata lot who benefited from the alteration.

8. An owner who, subsequent to the passage of bylaws 1 to 6, alters a strata lot without adhering strictly to these bylaws, must restore the strata lot, at the owner's sole expense, to its condition prior to the alteration.

Obtain approval before altering common property

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.

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:

(a) submit, in writing, detailed plans and description of the intended alteration;

(b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and

(c) obtain the consent of the owners by written approval of the strata council under bylaw 1.

3. 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:

(a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;

(b) that the standard of work and materials be not less than that of the existing structures;

(c) that all work and materials necessary for the alteration be at the sole expense of the owner;

(d) that the 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;

(e) that the owner and any subsequent owner who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an 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 a claim or demand will be the responsibility of the owner of the strata lot who has benefited from the alteration and the said costs or expenses incurred will be charged to 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 will become due and payable on the due date of payment of monthly strata fees. 4. An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws is 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 who has benefited from the alteration.

5. An owner who, subsequent to the passage of bylaws 1 to 3, alter 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. 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 will be charged to that owner 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



Signature of Council Member

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

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

The Owners, Strata Plan **VR 84** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **June 16, 2008**:

RESOLUTION B-1

WHEREAS pursuant to section 71 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"), a strata corporation must not make a significant change in the use or appearance of common property unless the change is approved by a resolution passed by a 3/4 vote at an annual or special general meeting.

BE IT RESOLVED by a 3/4 vote of **THE OWNERS, STRATA PLAN VR 84** that the owners approve the change in use and appearance of certain common property located under the east stairway on the main floor of the building from an open area to an enclosed storage area.

RESOLUTION # B-2

WHEREAS pursuant to section 74 of the *Strata Property Act*, S.B.C. 1998, c. 43, a strata corporation may designate common property as limited common property for the exclusive use of one or more strata lots by a resolution passed by a 3/4 vote at an annual or special general meeting and may file the resolution in the applicable Land Title Office to be registered on the common property folio;

BE IT RESOLVED by a 3/4 vote of **THE OWNERS, STRATA PLAN VR 84** to designate certain common property, located under the east stairway on the main floor of the building, shown on the sketch plan attached to this resolution, as limited common property for the exclusive use as a storage area for the owner of strata lot 1.

RESOLUTION # B-3

WHEREAS:

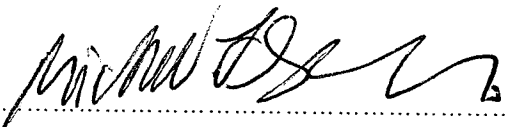
A. **THE OWNERS, STRATA PLAN VR 84** (the "Strata Corporation"), by 3/4 vote resolution, designated certain common property, located under the east stairway on the main floor of the building, as limited common property for the exclusive use of the owner of strata lot 1 ("LCP for SL 1") as an enclosed storage area;

B. The owner of strata lot 1 (the "SL 1 Owner") intends to construct or has constructed an enclosure of the LCP for SL 1 and the Strata Corporation wishes to amend its bylaws to require the SL 1 Owner to repair and maintain all portions of the Enclosure;

BE IT RESOLVED by a 3/4 vote of **THE OWNERS, STRATA PLAN VR 84** (the "Strata Corporation") that the bylaws of the Strata Corporation be amended to include the following as bylaws of the Strata Corporation:

1. The owner of strata lot 1 (the "SL 1 Owner") may, at the SL 1 Owner's sole cost and expense, install an enclosure (the "Enclosure") around the limited common property (the "LCP"), shown on the attached sketch plan.
2. The SL 1 Owner must construct the Enclosure in accordance with the plans and specifications approved by the Strata Corporation.
3. The SL 1 Owner must maintain, replace and repair the Enclosure at the SL 1 Owner's sole cost and expense.
4. The SL 1 Owner must install, maintain, replace and repair of the Enclosure with due care, preparation and precautions to protect and maintain the common property, including limited common property to, at minimum, the standard of existing structures and materials in terms of quality and appearance.

- 5. If the Strata Corporation needs to maintain, repair or replace the common property, including limited common property and such maintenance, repair or replacement affects the Enclosure, the SL 1 Owner and not the Strata Corporation will be liable for and be required to pay the cost to remove, restore and replace the Enclosure.
- 6. If the Strata Corporation determines, in its sole discretion, that alterations or repairs must be made to the Enclosure for the safety, preservation, proper administration or improvement of the common property, including limited common property, then on seven (7) days prior, written notice to the SL 1 Owner, the SL 1 Owner must make such alterations or repairs to the Enclosure, failing which, the Strata Corporation may, at the SL 1 Owner's sole cost and expense, make such alterations or repairs to the Enclosure as the Strata Corporation deems necessary.
- 7. The SL 1 Owner, receiving the benefit of the Enclosure must, with respect only to claims or demands arising during the time that they are the SL 1 Owner, indemnify and save harmless the Strata Corporation, its council members, contractors, employees and agents and the other owners in the Strata Corporation against any and all claims, demands, expenses, costs, damages, charges, actions and other proceedings made or brought against, suffered by or imposed upon the Strata Corporation or its property with respect to any loss, damage or injury, including death, directly or indirectly, arising out of, resulting from or sustained by the Strata Corporation by reason of the Enclosure.
- 8. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the SL 1 Owner who has benefited from the Enclosure and the said costs or expenses incurred must be charged to the SL 1 Owner and be added to the strata fees of SL 1 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.



.....
Signature of Council Member

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

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

VR 84 - Marie Court

Rules and Regulations

Bicycles

Storage of bicycles in the common areas, including the laundry room, passageway in the locker room and staircases will not be permitted. Bicycles are permitted in the furnace room.

Garbage

Cardboard Boxes – cardboard needs to be cut up and put into the mixed paper receptacle. It is not to be left outside and is not supposed to go into the dumpster.

Stuff Left Out By the Dumpster

after one day please check to ensure that the item has been picked up. If not please put it in the dumpster.

Compost

the black plastic container at the rear of the building for the composting of uncooked vegetable and fruit waste only (to avoid flies and pests).

Parking Garage and Apron

Only vehicles with current registration and insurance in force may park on strata property. Any vehicle, trailer, boat or equipment parked in contravention of Strata rules may be removed at the owner's risk and expense.

No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on any common property of the strata.

Laundry Room

The laundry Room is open from 7AM to 11PM. However, it is expected that owners will ensure that their use of the machines does not go over time into another owner's scheduled time.

Laundry times have been established for our convenience. If you would like to use a time that is scheduled for another owner, please contact the owner to see if the time is free.

No laundry or washing shall be hung in such a way as to be visible from the outside of a strata lot.

Clothes Line – remove laundry as soon as it is dry. Any laundry left on the line overnight should be removed before 9 a.m. the following day.

Scent Control

Laundry detergent and dryer sheets need to be kept in sealed containers. You may use the supplied bins. The window is to be kept open (just an inch in the winter).

Cat Litter

Please discard cat litter in plastic bags rather than directly into the dumpster

Fire doors

Must be kept closed

Building security

Lower Stairwell Windows: ensure that the lower stairwell windows are kept closed at all times.

Laundry Room Door – ensure that the laundry door is closed at all times when there is no one inside the room. The door has been left open on numerous occasions. We have had one bicycle theft.

Strangers in the Hallways: To help ensure security of the building let house sitters, visitors etc. know that they are likely to be asked who they are. Also, it would be helpful to let someone in the strata know if you will be having anyone staying in your home.

External Doors ensure that external doors are closely supervised whenever they are open. There have been some instances of an external door being propped open and left unsupervised, especially by delivery people. Please let delivery people know the building policy that doors must be closed when not immediately supervised

“Stuff” in the Common Area

Items Left in Common Areas for Temporary Storage – label with name, date left, and date of expected removal. Please ensure that the temporary is short term.

Sunbathing:

Permitted only at the rear sides of the buildings.

Moisture control in suites

Regarding moisture build up in suites – It is important to open windows for brief periods on a regular basis to help vent out moisture.

Amendment – This did not appear on the draft nor was it discussed at the AGM. However, this was presented at the fall 2006 AGM.

Roof

Access to the roof is limited to official Strata business.