

CROSSROADS MANAGEMENT LTD.  
STRATA AGENT  
JESSE TRAIN

# NOTICE OF THE ANNUAL GENERAL MEETING

TUESDAY, APRIL 23, 2024



**TUESDAY**

**APRIL**

**23rd**

**2024**

**IN PERSON AT RELATE CHURCH  
6788 152 Street Surrey, BC V3S 3L4**





# CrossRoads Management Ltd.

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April 2, 2024

## NOTICE OF THE ANNUAL GENERAL MEETING

**TO: OWNERS – CHELSEA GARDENS - LMS 1416**  
**DATE: TUESDAY, APRIL 23, 2024**  
**TIME: 6:00 P.M. REGISTRATION - 6:30 P.M. CALL TO ORDER**  
**PLACE: IN PERSON AT RELATE CHURCH, 6788 152 Street Surrey, BC V3S 3L4**

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Dear Owners;

At the request of the Strata Council, we are pleased to inform you of the Annual General Meeting of the Owners of LMS 1416 – Chelsea Gardens.

As you will note on the Agenda, there are several important items to be considered at the meeting, including the consideration of a number of Special Resolutions dealing with Bylaw changes and CRF expenditures, A Proposed Levy for a Re-roofing Project and the election of up to three Council positions, for 2-year term positions. Candidate resumes are attached to this AGM notice, but nominations are also permitted from the floor at the AGM. Four current Council members will remain on Council for the second year of their 2-year term.

To be able to proceed with the meeting a quorum of one third of all Owners entitled to vote must be present in person or by proxy. We look forward to seeing you (in person or by proxy) on Tuesday, April 23, 2024 at 6:00 PM for registration and a 6:30 PM call to order. The location is the Relate Church located at 6788 152 Street Surrey, BC V3S 3L4

Yours truly,

**Jesse Train, Strata Agent**  
**CROSSROADS MANAGEMENT LTD. –**  
**On behalf of the Owners of Chelsea Gardens**



# **CHELSEA GARDENS LMS 1416 ANNUAL GENERAL MEETING AGENDA**

**NOTICE DATE: *April 2, 2024***

**THE OWNERS, CHELSEA GARDENS - LMS 1416 – TUESDAY, APRIL 23, 2024**

- 1. REGISTRATION 6:00 P.M.**
- 2. CALL TO ORDER 6:30 P.M.**
- 3. CERTIFICATION OF PROXIES**
- 4. DETERMINATION OF QUORUM**
- 5. PROOF OF NOTICE / WAIVER OF NOTICE**
- 6. ADOPTION OF MINUTES: AGM – APRIL 17, 2023.**
- 7. REPORT FROM THE COUNCIL PRESIDENT**
- 8. ELECTION OF STRATA COUNCIL – UP TO THREE POSITIONS**
- 9. ELECTION OF INVESTMENT COMMITTEE**
- 10. RATIFICATION OF RULES – SIMPLE MAJORITY VOTE (OVER 50%)**
- 11. UPDATE ON INSURANCE**
- 12. APPROVAL OF THE 2023 – 2024 OPERATING RESULTS**
- 13. APPROVAL OF THE PROPOSED 2024 – 2025 OPERATING BUDGET**
- 14. NEW BUSINESS – RESOLUTIONS WHERE NOTICE HAS BEEN GIVEN**
- 15. NEW BUSINESS – COMMENTS, QUESTIONS, ETC. FROM THE FLOOR**
- 16. TERMINATION OF MEETING**



## PRESIDENT'S REPORT TO THE OWNERS

Your Strata Council, the Crossroads Management team and I would like to welcome you and thank you for participating in the AGM. Your Strata members are:

Ashley Orton	- T243	President, Security& Privacy, Website
Bob Hyde	- T102	Treasurer, Bring Forward, Vice President
Mike Williams	- T219	Townhouses, Secretary, Roof, Landscaping
Paul Dhaliwal	- T172	Clubhouse, RV Committee
Debbie Thorburn	- T188	Condominiums, Social Committee Liaison, Minutes
Paul Kavanagh	- T164	Treasurer, Roof, Emergency Response, Privacy
Ron Plankeel	- T272	Landscaping, Irrigation, Ponds & Fountains

Our complex is aging and it has been another challenging year with a lot of maintenance, coupled with ever rising costs.

**Townhouses** – Regular maintenance by MorInventive is on-going. Replacement of the original garage doors has been completed, as well all reported driveway cracking issues. Maintenance of the replacement doors will be done as required.

**Roofing Committee** – A big thank you to the roofing committee, who have done a stellar job of handling the huge task of planning for the replacement of the Townhouse roofs. Paul Kavanagh made an excellent presentation to residents explaining the process and costs involved. Like all other things, the cost of reroofing has significantly increased; so he has provided a plan to enable us to move forward with the project. The Committee met on a regular basis during the year to address roofing issues. They worked with Ted Neef of Phoenix Roof Consultants to develop specifications, tender documents and to review inspection reports. The Committee also engaged the consultant to help develop a maintenance plan for the Condo roofs.

**RV Lot** - Marilyn Hunter is our new contact person for, and administrator of, the RV lot. Thank you Marilyn.

**Clubhouse** - Many maintenance items have been done in the Clubhouse and pool area since the last AGM:

- The Swimming pool has had a lot of maintenance: liner replaced, permanent holes have been drilled on both sides of the pool for volleyball net poles.
- The hot tub room has been freshly painted and has had a lot of issues with leaks, pumps and filters dealt with by either repair or replacement.
- The Gym has been equipped with two treadmills & a universal gym.
- The Fireside Room TV has been replaced. Zenon and I have also given Marilyn Hunter some instruction on the use of the audio system in the Fireside Room.
- Wi-Fi access has been improved in most areas of the clubhouse and work is on-going to increase Wi-Fi access in the gym and guest suite areas. Thank you Zenon and Victor.
- Some of the broken floor tiles in the lobby have been replaced.
- The faulty urinal in men's bathroom has been replaced. Thank you Paul D and volunteers.

**Apartments** – Don has been working on replacing the smoke detectors, starting in the apartments. We bought exact replacements for the current ones and saved a lot on the per part cost and installation charges. The past year has seen the usual life-prolonging routine maintenance work on boilers, elevators and other basic infrastructure, as well as the occasional urgent issue such as a water leak from plumbing. Significant repairs were also completed on all condo roofs in the hopes of delaying the need for a total reroofing project for several years.

Pest control in the condos remains an ongoing issue and a switch was made from Atlas to Orkin as our pest control server.

**Security** – We have had multiple break-ins in the apartments, we believe due to thieves being able to circumvent the locking system in the man-doors in the parkades. This has been addressed in the Kensington parkade by our vendor, with what seems to be a good fix. We hope this fix will thwart the thieves going forward. Zenon has implemented the same fix to the remaining apartments as applicable. The Security cameras have been able to show how thieves have gained access, but the film is still not clear enough to positively identify the criminals. Thank you Zenon and Victor for your contributions.

**Landscaping** – Allen Brothers Landscaping continue to maintain the complex grounds. Micro clover will be tried instead of grass where the Chaffer beetle has devastated some front lawns.

**Volunteer Work** – I do Movie night when possible. I also maintain the audio systems and am training others to use it. Irrigation systems, and ponds and fountains are also maintained by volunteers and David Bremner.

We also have volunteers who contribute to the social events that make Chelsea Gardens so unique. These groups and events include the Social Committee, choir, dance group, Wednesday morning coffee group, pool. Arts & Crafts and card groups and exercise groups. Each one has a leader or organizer and numerous participants.

Thank you to all those who have volunteered and participated in activities that make Chelsea Gardens such a special community.

**Social Committee** – The Social Committee has hosted a number of successful events this past year. A list of recent purchases can be found in the April newsletter. Thank you for all that you do!

**Emergency Response** – This team has been busy with on-going training of personnel, upgrading and adding equipment. Doug McLeod and the rest of the team are always looking for more volunteers and the ability to make Chelsea a safer place to reside. Thanks you to all who are involved in this important service to our community. Emergency keys are now accessible to the team leader(s) via a lock box.

**To our residents from me:** Thank you for all your well wishes during my year of illness related to TB. Just to reassure you all, I am on the mend as confirmed by my doctors/specialists. I am recovering my energy steadily and will be finished with medication in a few months. I am ready and capable and continue to do my council duties.

A big thank you to all of you that help with various things that make our complex as great as it is, and thank you to all present at this AGM tonight.

**Ashley Orton, Council President.**

## **NOMINATIONS**

### **STRATA COUNCIL:**

The following Council Members are entering the second year of a two-year term and the positions are not up for election in accordance with Chelsea Garden's Bylaw 10:

Ashley Orton	- T243
Debbie Thorburn	- T188
Mike Williams	- T219
Paul Kavanagh	- T164

The following (listed alphabetically by first name) have been nominated to run for Council:

Bob Hyde	- T102
Paul Dhaliwal	- T172
Ron Plankeel	- T272

All of these candidates have submitted nomination papers indicating their willingness to stand for election to Council. They will be asked again, at the AGM, if they wish to leave their names in the running.

Nominations may also be made from the floor of the AGM. If you are planning to nominate an individual who will not be present at the AGM, please ensure that you have a signed nomination paper (with witness) from them. Names, with resumes (if submitted in advance) appear here in alphabetical order.

Candidates for Council, should they so choose, will be provided the opportunity to make a short presentation to the owners attending the AGM.

A secret ballot will be held and the ballots will be counted while the agenda continues. Any candidate must attain 50% or more of the ballots cast in order to be elected.

## **COUNCIL NOMINATION BIOS**

### **BOB HYDE – Resume**

This is my request to be considered for election to a third term on the Strata Council of Chelsea Gardens.

We moved into Chelsea Gardens in 2009 from the BC interior. My career was primarily in forestry with the last few years associated with an at-risk youth program. Responsibilities have included dealing with multi-million dollar programs. I am now enjoying retirement.

Past community involvement includes over two decades as a member of a service organization as well as two decades as a leader in Scouts Canada. Civic involvement includes being elected three times to a town council where I held different portfolios including finance and deputy mayor.

Since being first elected to Chelsea Gardens Council in 2020, I feel I have supported the hard-working council and volunteers in maintaining and improving the lifestyle we appreciate here. Most recently, I have been part of the Finance Committee and have been Vice President.

I am asking for your support to continue on Council and be part of making Chelsea Gardens even better.

Thank you,

**Bob Hyde, Townhouse 102**

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### **RON PLANKEEL - Resume**

This is to inform you that I would like to be considered for nomination to become a Chelsea Gardens Council Member.

I am currently retired.

My working career was with BC Tel / Telus - for 42 years the last 35 in engineering looking after the telecom power requirements. I was fortunate to be involved with the cellular part of the company since the inception in 1985. This included designing, ordering, and writing installation specs (maintenance upgrades and replacements) for the Cellular power requirements in BC from 1985 to 2015. On a semi-annual basis I was responsible for issuing tenders for power systems and batteries to a minimum of three companies and evaluating and recommending the winning contract. In a nutshell, the job entailed making sure the power requirements for the cellular network was met from an engineering, maintenance and operational level. I also have a Class A Electrical ticket and a degree from BCIT. I was a Scout leader, and was an executive of the Fort Langley Kayaking club. I have owned a house since 1978, so am very familiar with maintenance upkeep and repair. Since Elaine introduced me to Chelsea Gardens 9 years ago, I have come to appreciate the sense of community and friendship here. I am completing a one year term on Council, and would like to serve for a further two years.

I believe my skills and knowledge would be of benefit to council and contribute positively to Chelsea Gardens.

***Ron Plankeel, Townhouse 272***

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### **PAUL DHALIWAL - Resume**

LETTER OF INTENT: To run in the 2024 upcoming elections for Council Members

My name is Paul Dhaliwal. My wife, Cindy Mann and I have lived at Chelsea Gardens for over 24 years. (most people at Chelsea know me as "Cee's husband Paul").

I am retired and came from a 35-year career in Engineering and Computer Programming.

Recently, I have been the Clubhouse liaison and have enjoyed this responsibility.

I have a great love for Chelsea Gardens, and would now like to step up and have the opportunity to give back to our community.

***Paul Dhaliwal – Townhouse 172***

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***Owners, either attending the meeting in-person or by proxy, may vote for none, one, two, or three, candidates. You may not vote for more than three candidates otherwise the vote will be considered spoiled and will not count.***

## **RATIFICATION OF RULES – SIMPLE MAJORITY VOTE (MORE THAN 50%)**

A Strata Council is permitted to pass rules during the course of their term of office and these rules are valid and effective immediately upon passage. In order to remain valid, the rules passed by council must be brought forward to the next AGM or SGM to be ratified by the owners and this requires a simple majority (more than 50%) vote. This year there were a few new rules passed by council and these are being brought forward for owner ratification.

As time is limited at this AGM meeting, the Chair has the discretion to limit debate and will permit three speakers in favour of the ratification vote and three speakers opposed to the ratification vote. Please limit the amount of time you take to speak to the matter to a maximum allotment of two minutes per speaker. We are presenting the ratification vote as a single resolution and owners can speak to or amend any of the individual rules prior to taking the vote. If necessary, individual rules can be separated for a vote.

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At the January 2024 Council meeting: It was **MOVED, SECONDED and CARRIED** to amend the following rules effective immediately:

**Rule 2(i) be amended to read as follows:**

**2(i) Smoking and vaping on the limited common property (i.e. patios and balconies) or on common property within 7.5 meters of a doorway or window is not permitted. As per Bylaw 3(1)(c), if an owner is affected with your smoking or vaping, you must not allow your smoke or vape fumes to leave your strata lot.**

**Rule 4a.(1) be amended to read as follows:**

**4a(1) Smoking and vaping are not permitted anywhere within the recreation building. Smoking is permitted only in the designated areas with an ashtray.**

**Smoking and vaping are not permitted in any interior common property including but not limited to the underground parkade.**

**Rule 4b(16) be amended to read as follows:**

**4b(16) There is no smoking or vaping in the pool/spa or on any of the surrounding deck surfaces.**

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At the June 2023 Council Meeting it was approved to implement a new BBQ use rule form as follows:

**Rules for Use of Chelsea Gardens' BBQ**

1. The Social Committee has priority for BBQ use over all other user groups.
2. The BBQ on the pool deck is available for pre-booked use by specific resident groups within Chelsea Gardens such as (but not limited to) a Pool Tournament group, a card group, the dance group or the choir for social events. It is not available for use by residents hosting personal events with off-site friends and/or family or for impromptu events for residents.
3. Only the BBQ is being booked. The pool deck and pool remain open for general use by other residents and their guests as per the pool rules.
4. The Key for the lock on the BBQ must be returned to the office (to staff or thru the mail slot in the office door) immediately after unlocking the BBQ.
5. The BBQ must be properly cleaned and locked again immediately after use.
6. Prior to use of the BBQ a refundable "Key Return/Cleaning Deposit" of **\$100.00** is to be made. If this deposit is made by cheque it must be made out to

**"THE OWNERS, STRATA PLAN LMS 1416".**

The Key Return/Cleaning Deposit will be returned to the issuer once return of the BBQ Key has been confirmed and the BBQ has been inspected and found to be clean after use. Failure to return the key and/or clean the BBQ will result in forfeiture of the deposit.

Date of Use: \_\_\_\_\_

Hours of Use: \_\_\_\_\_

User Group: \_\_\_\_\_

Group's Representative: \_\_\_\_\_

Representative's Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Key Return/Cleaning Deposit Paid: \_\_\_\_\_

By signing below I am acknowledging and accepting all of the above stated terms and conditions.

\_\_\_\_\_ Representative's Signature

\_\_\_\_\_ Date Signed

\_\_\_\_\_

At the March 2024 Council meeting it was approved to bring the following rule change to the use of recreation facilities as follows:

Highlighted in yellow is the changes to the rules and the section crossed out would be removed.

#### 4. USE OF THE RECREATION FACILITIES

##### i) Committee Rules

##### 6) Social Committee

- A Social Committee shall be authorized by Council from time to time.

- **Purpose**

- **The Social Committee is an ad hoc committee of the Strata Council. Their responsibility is to facilitate the social needs of the Strata members.**

- **Activities**

1. The Social Committee will submit a list of proposed activities at appropriate times, which the Strata Council will approve providing there is no compelling reason to discuss modifications.

- a) Anybody wishing to organize a strata event on common property, will submit a proposal, and where applicable a budget, in advance to the Social Committee.

- b) All booking of facilities for Strata social events must be done by the Social Committee.

- c) Responsibility for the event will reside with the organizing person/group.

2. At any time during the year, the Social Committee can advise the Strata Council of additional functions or changes to this plan. The Strata Council shall not unreasonably withhold approval unless they believe that the function is not in the best interests of the Strata Corporation.

- a) Upon ensuring there are no scheduling conflicts and the proposal meets the criteria as set out in the rules, all proposals submitted to the Social Committee will be forwarded to the Strata Council.

3. No activity, method of raising funds or cause, should bring any financial or legal risk to Chelsea Gardens.

- a) Any event which involves money collection needs to be financially accountable to the Strata through the Social Committee.

4. The Social Committee has the right to sit on any committee that is organizing a Strata event to be held on common property.

~~Should an event, sponsored by the Social Committee, involve contracting with an outside provider, performer or any other company the Social Committee shall indemnify the Strata Corporation by ensuring a signed liability release is received from the performer, provider or outside firm.~~

## **INSURANCE- THINGS FOR OWNERS TO KNOW**

While the Strata Corporation is obligated to insure, under the Strata Property Act, all buildings and common property including individual strata lots, the insurance coverage only covers what was originally provided by the developer when the strata complex was constructed and marketed.

This means that all of your contents (such as furniture, appliances, clothing, jewelry, personal possessions etc.... this list goes on) are not insured by the strata corporation's insurance policy. In the event of a loss such as fire or water damage you would not receive any compensation for these items from the strata's insurer.

What you may not know is the "betterments" are also not covered. Betterments are improvements that you or a previous owner may have done as you renovated or improved your home. Examples would be hardwood or laminate flooring to replace carpeting (or higher quality carpeting), new countertops and cupboards, tile floors, new lighting fixtures and again the list can go on. The Strata insurer will only provide coverage for what the developer originally installed and if you or a previously owner did upgrades, you will need coverage for the difference in price from your content provider.

The Strata insurance policy does not cover "content manipulation" which would be the cost of moving and storing contents during the restoration phase.

You are also not covered for the assessment of the strata corporation's deductible (or the actual cost of repairs if less than the deductible) when the cause of the damage originates within the strata lot and this can be up to \$50,000.00.

A possible significant cost to owners would arise out of a devastating earthquake. Were there to be a total loss, we would receive insurance coverage up to just over 183 million dollars. Given a 20% deductible on the policy, that would mean that Chelsea Gardens' owners would have to come up with almost 37 million dollars. Although the assessment to owners would be based on unit entitlement (square footage), the average cost per unit would be almost \$92,000.00. If the reconstruction costs exceeded 183 million dollars, then the assessment would be increased to cover any shortfall. The range of deductibles would be:

Condo – Smallest at \$47,740.70 to the Largest at \$100,618.50

Townhouse – Smallest at \$97,644.82 to the largest at \$120,789.24

ACERA did provide us with a list of insurers that could achieve this, and they are:

**Aviva – up to \$100,000**

**Canadian Northern Shield – up to \$100,000**

**Family Insurance – up to \$100,000**

**Travelers - \$25,000 but can be increased.**

Another important coverage to have in your content policy is "additional living expense". Were a unit considered to be un-inhabitable during the course of restoration or reconstruction, you would need coverage for a hotel, motel or apartment rental during that period. The Strata policy provides coverage of \$50,000.00 per unit for additional living expense but only after the amount on your personal policy is exhausted. There is a maximum cap of 1 million dollars on this coverage for the entire strata so, in the event of a major disaster such as the fire across the street; that runs out fairly quickly. Generally (but not always) the additional living expense under a home owner policy is 50% of the contents amount. If you undervalue your contents, this impact the amount you can claim under additional living expense.

This makes it very important for **every** homeowner to obtain a condominium insurance policy that will provide coverage for all of those things mentioned above. These policies are relatively low cost because the strata insurance covers the most expensive items such as the buildings themselves. If you do not have a condominium insurance policy (commonly referred to as a contents policy) you risk the loss of your personal property, the cost differential of any betterments and the cost of the strata/s insurance deductible. All of this can add up.

Please be aware that, at Chelsea Gardens, there is a bylaw that allows the Strata Corporation to charge back repairs required in an affected unit when the source of the issue (usually water) came from another unit. This would be in the form of an assessment. You will still need to reach out to your insurance company to initiate a claim, but do advise them of this bylaw:

***The owner of a strata lot shall be obligated to pay to another owner the costs (including any insurance deductible) to repair any damage to that other owner's strata lot for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in the owner's strata lot.***

Not all content policies are the same and some do not have adequate coverage for betterments and deductible assessments. As your Strata Managers, we suggest that all owners take a copy of the insurance declaration form included in this package when you next re-new your content policy. The key strata deductibles that would be assessed to an owner would include:

- **All-Risks (\$25,000.00)**
- **Water Damage (\$50,000.00)**
- **Sewer back-up (\$50,000.00)**
- **Flood (\$50,000.00)**
- **Earthquake (20%)**

Please make sure that your insurance broker understands that you should have coverage, to at least these amounts, should you be assessed a strata deductible.

**Jesse Train**  
**Strata Agent**



# Residential Strata Program Summary of Coverages - The Owners Of Strata Plan LMS1416

**Insured:** The Owners Of Strata Plan LMS1416, Chelsea Gardens  
Crossroads Management Ltd.

**Property Policy Number:** CMW M0084

**Policy Period:** **From:** March 1, 2024 **To:** March 1, 2025

**Effective:** March 1, 2024

**Location(s):** 13860, 13870, 13880, 13888 70th Avenue, Surrey, BC V3W 0T4

## Description Of Coverages

**Property of Every Description** –Per Occurrence, Form CMWM-APRIL-2023, Appraisal: Mar 1, 2024, Year of Cycle: 3

	Limits Of Liability	Deductibles
Equipment/Contents/Leased Security	\$183,523,000.	\$25,000.
Business Interruption	\$343,000.	
All Risks (All Losses Deductible)	Not Covered	
Earthquake – Annual Aggregate		\$25,000.
	\$183,866,000.	20%, Minimum
		\$250,000.
Flood – Annual Aggregate	\$183,866,000.	\$50,000.
Water Damage		\$50,000.
Sewer Backup		\$50,000.
Exterior Glass Breakage - Frame Construction		\$250.
Exterior Glass Breakage - All Other Construction		\$1,000.
Commercial Glass Breakage		\$1,000.
Canopy Glass Breakage		\$1,000.
Master Key Coverage		\$2,500.
Lock and Key Coverage		\$2,500.
Illegal Drug Activity		\$50,000.
All Losses arising from Vacant Units		\$50,000.
<b>Equipment Breakdown</b> - By-laws Included	\$183,523,000.	\$1,000.
Equipment/Contents/Leased Security	\$343,000.	
Business Interruption - Loss of Profits (Gross Rentals)	Not Covered	
Included Debris Removal; \$500,000 Water Damage; \$500,000 Ammonia Contamination; \$500,000 Hazardous Substances; \$500,000 Professional Fees; \$100,000 Contingent Business Interruption; \$100,000 Brands And Labels; \$100,000 Fungus Clean Up Or Removal Coverage; \$100,000 Service Interruption; \$250,000 Extra Expense; \$1,000,000 Expediting Expense	Included	
<b>General Liability</b> – Bodily Injury, Personal Injury and Property Damage Liability – Each Accident or Occurrence	\$10,000,000.	*\$1,000.
Products and Completed Operations – Aggregate Limit	\$10,000,000.	
Non-Owned Automobile	\$10,000,000.	
Advertising Injury Liability	\$10,000,000.	
Medical Payments – Each Person	\$50,000.	
Tenants’ Legal Liability – Any One Premises	\$500,000.	\$1,000.
Voluntary Compensation Extension – Strata Volunteers Coverage (Weekly Indemnity of 2/3 of Employee’s Weekly Wage, but not exceeding \$500/week & set at \$500/week for Volunteer Workers)	\$100,000.	
<b>Strata Corporation Directors &amp; Officers Liability</b> – Annual Aggregate – Claims Made; Defense Costs Outside limit of liability - No limitation	\$15,000,000.	Nil
<b>Professional Liability Extension for Property Manager per Wrongful Act</b> – Annual Aggregate – Claims Made	Included	Nil
Discrimination Defense Costs	Included	
Employment Practices Liability	Included	
<b>Broad Form Money &amp; Securities</b> - Loss Inside & Outside Premises, Depositors Forgery, Fraud, Theft, Robbery or Burglary	\$25,000.	Nil
Employee Dishonesty, Coverage – Form A	\$50,000.	Nil
<b>Pollution Liability</b> – Each Pollution Event, Including Bodily Injury or Property Damage and Clean-up Costs	\$1,000,000.	\$10,000.
Aggregate (Master) Policy Limit	\$5,000,000.	
<b>Terrorism and Sabotage Coverage</b>	\$500,000.	\$2,500
<b>Volunteer Accident Coverage</b>	\$100,000.	7 Day Waiting Period
Principal Sum - \$100,000 Weekly Accident Indemnity - \$500 (maximum 52 weeks)		
Accident Expenses - various up to \$15,000. (please see wording) Dental Expenses \$5,000.		
<b>Intellect Privacy &amp; Data Breach</b>		Nil.
Liability	\$100,000.	
Expense	\$50,000.	
<b>Earthquake Deductible Buy-Down Coverage</b> – Annual Aggregate	Not Covered	
<b>Platinum Legal Services Retainer Contract</b>	<b>Aggregate Fees Cap per Legal Proceeding</b>	
Per Claim – \$1,500,000 Term Aggregate	\$1,000,000.	
Note: The Legal Services Retainer Contract with Clark Wilson LLP is not a contract of insurance but is a Retainer agreement between the Strata Corporation and Clark Wilson LLP for Legal Services as described in the Contract. Premium is fully earned.		

## Conditions – Property

- All Risks of direct physical loss or damage to property described at Location(s) of Risk shown above.
- Basis of Loss Settlement – Replacement Cost including by-laws
- Valuation Basis – Stated Amount
- Extended Replacement Cost – Not Covered
- Any Property additions, renovations or installation work will be subject to a limit of 15% of the insured value, with a maximum of \$1,000,000.

## Conditions – General Liability

- Property Manager is an Additional Named Insured for their management of the Strata Plan.
- \*\$1,000. Bodily Injury Deductible shall be waived on the first bodily injury loss/claim if there is no prior bodily injury loss within 5 years from the effective date of the coverage term

## Notable Exclusions & Endorsements

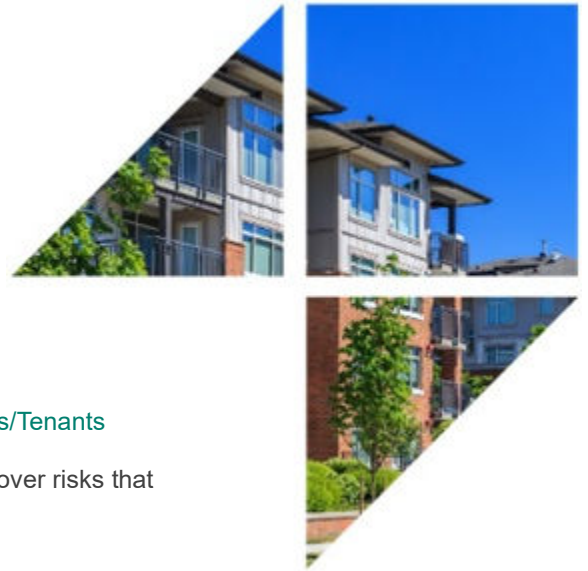
- See Schedule of Forms
- Property Cyber and Data Endorsement / Property & Equipment Breakdown Communicable Disease Exclusion / Virus, Bacteria or Microorganism Exclusion / Declaration of Emergency Endorsement

Page 1 of 1

**E&OE** This document does not form part of the policy. For more specific details, please refer to the actual policy wordings.

700-2025 Willingdon Avenue, Burnaby, BC V5C0J3 T (604) 294-3301 F (604) 294-3003 TF (800) 263-3313

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## Frequently Asked Questions

**Q. The Strata Corporation carries insurance, why do I also need a Unit Owners/Tenants Policy?**

A. An owner and tenant are responsible for obtaining insurance coverage to cover risks that are not covered by the Strata Corporation's insurance policy.

**Q. What does the Strata Corporation insurance include?**

A. The intent of the Strata Corporation insurance is to cover the building as originally constructed by the developer.

**Q. What is not covered by the Strata Corporation, which I should be insuring under a Unit Owners/Tenants Policy?**

A. Your personal contents, any improvement or betterment since the original hand over from the developer, additional living expense to cover your relocation costs after a claim, your own personal liability for lawsuits and deductible assessment/loss assessment.

**Q. How do I know whether my policy is for Full Replacement Cost Coverage?**

A. Full Replacement Cost is included unless otherwise noted. If Property of Every Description and Equipment Breakdown have the same limits noted, then Full Replacement Cost is in effect.

**Q. Why are deductibles increasing?**

A. Increasing costs and frequency of claims have led to poor results for insurers in the strata class of business. In response to ongoing financial losses and an analysis of a strata's claims history, insurers are increasing deductibles to new minimum requirements.

**Q. What is the definition of Sprinkler Discharge?**

A. Sprinkler Discharge means activation, discharge and/or leakage of a sprinkler head, a component of the fire suppression system, unless directly resulting from fire, smoke, heat, or explosion. Sprinkler discharge is a type of water damage for which insurers sometimes require a higher deductible applied due to losses from this peril. If there is not a specific deductible noted for sprinkler discharge, insured losses would fall under the All Other Losses or Water Damage Deductible depending on proximate cause of loss.

**Q. What is the definition of Vacant Unit?**

A. A unit which is uninhabited at the time of loss, regardless of the presence of furnishings, due to all previous occupants having terminated their residence without intention of lawfully returning and no new occupants having taken up lawful residence.

**Q. What is the definition of Illegal Drug?**

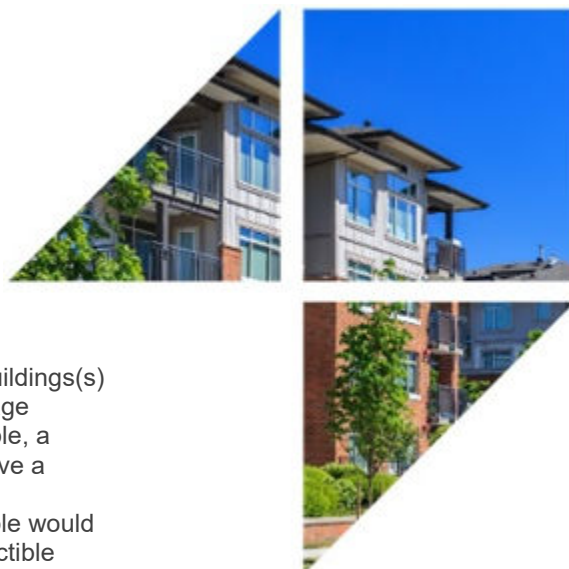
A. Illegal Drug Activity means any activity relating to either the growing, cultivation, harvesting, manufacturing, distribution or sale of any non-prescription controlled substance or substances enumerated in Schedule (Section 2) of the federal Controlled Drugs and Substances Act Narcotic Control Regulations C.R.C., c 1041 (an amended from time to time), whether or not the Named Insured is aware of such activity. Often, Illegal Drug Activity is excluded entirely from insurance, but coverage is afforded under our policy.

**Q. What is the definition of Flood?**

A. Flood means tsunami, waves, tides, tidal waves or the rising of, the breaking out or the overflow of any body of water whether natural or manmade. For purpose of strata insurance, owners cannot cause a flood (i.e. this is not a potential strata owner deductible assessment). The Flood deductible would be funded by all owners based upon unit entitlement if assessment was required.

**Q. What is the definition of Wildfires of Note?**

A. Wildfires of Note means "wildfires which are highly visible or which pose a potential threat to public safety". The Wildfire deductible would be funded by all owners based upon unit entitlement if assessment was required.



**Q. What is my portion of the Earthquake deductible?**

A. The earthquake deductible is applied as a percentage of the value of the buildings(s) damaged. The earthquake deductible minimum only applies if the percentage deductible is lower than the minimum stated, which is very rare. For example, a \$10,000,000. building with a 20% deductible, minimum \$250,000, would have a deductible of \$2,000,000. (20% of \$10,000,000. with minimum of \$250,000. irrelevant). Any special assessment to fund the strata earthquake deductible would be based upon unit entitlement. To calculate the average earthquake deductible assessment to each owner, divide the strata earthquake deductible by the number of units. Using above example, if there were 100 units, the average assessment to each owner would be \$20,000. (\$2,000,000. / 100).

**Q. What is Deductible Assessment/Loss Assessment?**

A. Most Strata Corporation bylaws allow the Strata Corporation to assess the deductible to the source unit owner. Therefore it is imperative all owners have personal insurance coverage to fund such as assessment in the event the strata loss results from their unit. Owners should carry coverage to the highest potential deductible assessment figure which is typically the water damage deductible or sprinkler discharge deductible, if higher.

**Q. What about damage below the Strata Corporation deductible?**

A. While the Strata Property Act requires the Strata Corporation to maintain insurance, the Act does not contain a duty to repair the strata lot. This means that if damage to the Strata Corporation property is below the deductible, all unit owners will typically be responsible for repairing their own units. Moreover, you can be responsible to repair your unit even if the damage is caused by another unit or common property. It is imperative that you have insurance to cover repairs to your unit below the strata deductible, and this coverage is often referred to as Unit Additional Protection under a personal insurance policy.

**Q. How do I find Deductible Assessment/Loss Assessment Insurance?**

A. Get in touch with your current personal insurance provider to get this necessary coverage, share the Summary of Coverage document outlining the Strata Deductibles.

**Q. My personal insurer cannot match the policy deductibles.**

A. Each personal insurer has different stipulations and limitations. Ask your broker for advice on other potential options. Acera Insurance Services Ltd. is also proud to launch our new Deductible Assessment Buy Up program for unit owners at [/deductible-coverage](#).

**Q. What else can I do?**

A. Preventing claims is always best, and not limited to but include that you check and replace your supply lines, know where your water shut off valves are located, consider water leak detectors, perform regular and preventative maintenance, never leave your appliances running while away from home, and consider installing sprinkler cages.

**Balance Sheet (Accrual)**  
**CHELSEA - Operations - 02 (lms1416)**  
**February 2024**

**Prepared For:**  
CHELSEA - Operations - 02  
  
Surrey, BC

**Prepared By:**  
Crossroads Management Ltd.  
#215 -7455 - 132nd Street  
Surrey BC, V3W 1J8  
Phone (778) 578-4445

**ASSETS**

1010-0000	Petty Cash	212.35
1013-0000	Bank Shares	5.00
1020-0000	Bank - Westminster - Chequing	226,934.71
1027-0000	Bank - Water Surcharge	64,431.61
1028-1300	Bank - Golf Tournament Funds	3,412.15
1029-0000	Bank - Apt Utilities	55,956.07
1030-0000	Bank - Exercise Room	1,333.14
1040-0000	Bank - Social Committee	6,305.33
1200-0000	Prepaid Insurance	0.00
1300-0000	Accounts Receivable	5,281.12
1301-0000	A/R - Other	0.00
	<b>TOTAL ASSETS</b>	<b>363,871.48</b>

**LIABILITIES**

2010-0000	Accounts Payable	110,706.43
2014-0000	Accrued Water & Sewer	0.00
2017-0000	Social Committee Fund	6,305.33
2018-0000	Exercise Room	1,333.14
2019-0000	Golf Tournament Fund	3,412.15
2035-0000	Security Deposits	300.00
2040-0003	Due to Contingency-Insurance	0.00
2170-0000	Vacation Payable	4,032.03
2250-0000	Pre-Paid Fees	1,018.36
	<b>TOTAL LIABILITIES</b>	<b>127,107.44</b>

**OWNERS EQUITY**

**RESERVES**

3500-0000	Net Income - Prior Years	10,768.92
3510-0000	Net Income - Current Year	178,650.19
3510-2000	Net Income - Utilities	41,978.96
3510-3000	Net Income - Water & Sewer	5,365.97
	<b>TOTAL OWNERS' EQUITY</b>	<b>236,764.04</b>
	<b>TOTAL LIABILITIES AND EQUITY</b>	<b>363,871.48</b>

Date: MAR. 27, 2024  
Accountant: [Signature]  
Property Manager: [Signature]

**Budget Comparison (Accrual)**  
**CHELSEA - Operations - 02 (lms1416)**  
**February 2024**

**Prepared For:**  
CHELSEA - Operations - 02  
  
Surrey, BC

**Prepared By:**  
Crossroads Management Ltd.  
#215 -7455 - 132nd Street  
Surrey BC, V3W 1J8  
Phone (778) 578-4445

	MTD Actual	MTD Budget	\$ Var	YTD Actual	YTD Budget	\$ Var	Annual	
<b>INCOME</b>								
4010-0000	Strata Fees	71,444.60	71,444.37	0.23	857,326.61	857,332.00	-5.39	857,332.00
4012-0000	CRF Strata Fees - Apartments	-21,036.75	-21,036.75	0.00	-252,441.00	-252,441.00	0.00	-252,441.00
4015-0000	Parking, Scooter & EV Parking	656.00	625.00	31.00	8,471.00	7,500.00	971.00	7,500.00
4022-0000	Move in/out	0.00	83.37	-83.37	2,100.00	1,000.00	1,100.00	1,000.00
4025-0000	Prior Year Surplus (Deficit)	1,040.42	1,040.38	0.04	12,485.04	12,485.00	0.04	12,485.00
	<b>TOTAL</b>	<b>52,104.27</b>	<b>52,156.37</b>	<b>-52.10</b>	<b>627,941.65</b>	<b>625,876.00</b>	<b>2,065.65</b>	<b>625,876.00</b>
4030-0000	Strata Fees	133,013.42	133,013.38	0.04	1,596,161.04	1,596,161.00	0.04	1,596,161.00
4032-0000	CRF Strata Fees - Townhomes	-45,767.75	-45,767.75	0.00	-549,213.00	-549,213.00	0.00	-549,213.00
4037-0000	Prior Year Surplus	2,615.25	2,615.25	0.00	31,383.00	31,383.00	0.00	31,383.00
	<b>TOTAL</b>	<b>89,860.92</b>	<b>89,860.88</b>	<b>0.04</b>	<b>1,078,331.04</b>	<b>1,078,331.00</b>	<b>0.04</b>	<b>1,078,331.00</b>
<b>OTHER</b>								
4040-0000	Rental - Fireside Lounge	150.00	66.63	83.37	1,400.00	800.00	600.00	800.00
4045-0000	Rental - Caretaker Suite	600.00	600.00	0.00	7,200.00	7,200.00	0.00	7,200.00
4050-0000	Rental - Guest Suites	1,050.00	750.00	300.00	12,250.00	9,000.00	3,250.00	9,000.00
4055-0000	R.V. Parking	850.00	833.37	16.63	9,525.00	10,000.00	-475.00	10,000.00
4060-0000	Miscellaneous	5.00	0.00	5.00	90.00	0.00	90.00	0.00
4061-0000	Bylaw Fines	0.00	0.00	0.00	50.00	0.00	50.00	0.00
4062-0000	Dish and Cutlery Rental	0.00	0.00	0.00	100.00	0.00	100.00	0.00
4065-0000	Interest Income	1,207.79	125.00	1,082.79	11,002.26	1,500.00	9,502.26	1,500.00
4066-0000	Remote Control Sale	170.00	150.00	20.00	3,463.00	1,800.00	1,663.00	1,800.00
4084-0000	Keys	0.00	0.00	0.00	30.00	0.00	30.00	0.00
	<b>TOTAL OTHER</b>	<b>4,032.79</b>	<b>2,525.00</b>	<b>1,507.79</b>	<b>45,110.26</b>	<b>30,300.00</b>	<b>14,810.26</b>	<b>30,300.00</b>
	<b>TOTAL INCOME</b>	<b>145,997.98</b>	<b>144,542.25</b>	<b>1,455.73</b>	<b>1,751,382.95</b>	<b>1,734,507.00</b>	<b>16,875.95</b>	<b>1,734,507.00</b>
<b>EXPENSES</b>								
6030-0000	Apt Janitor/Contract Services	2,089.50	2,500.00	410.50	25,074.00	30,000.00	4,926.00	30,000.00
6208-0000	Building Maint. - Apartments	24,074.24	3,333.37	-20,740.87	40,423.59	40,000.00	-423.59	40,000.00
6215-0000	Equipment Maint.-Apartments	2,176.47	6,250.00	4,073.53	49,914.23	75,000.00	25,085.77	75,000.00
6268-0050	Elevator Maint. - Apartments	1,327.65	1,458.37	130.72	19,120.14	17,500.00	-1,620.14	17,500.00
6275-0000	Gate & Door Maint. - Apartment	1,943.08	500.00	-1,443.08	5,077.66	6,000.00	922.34	6,000.00
6279-0000	Garbage Pick-up - Apts.	1,779.64	2,250.00	470.36	22,771.36	27,000.00	4,228.64	27,000.00
	<b>TOTAL EXPS. BEFORE UTILITIES</b>	<b>33,390.58</b>	<b>16,291.74</b>	<b>-17,098.84</b>	<b>162,380.98</b>	<b>195,500.00</b>	<b>33,119.02</b>	<b>195,500.00</b>
<b>TOWNHOUSE EXPENSES</b>								
6315-0000	Building Maint. - Townhomes	3,403.70	5,166.63	1,762.93	58,127.73	62,000.00	3,872.27	62,000.00
6320-0000	Garbage Pick-up - Townhomes	5,443.37	6,666.63	1,223.26	68,378.82	80,000.00	11,621.18	80,000.00
	<b>TOTAL OPERATING EXPS. - T.H.</b>	<b>8,847.07</b>	<b>11,833.26</b>	<b>2,986.19</b>	<b>126,506.55</b>	<b>142,000.00</b>	<b>15,493.45</b>	<b>142,000.00</b>
<b>COMMON EXPENSES</b>								
<b>LANDSCAPING &amp; GROUNDS</b>								
6415-0000	Landscape Contract	14,070.00	14,166.63	96.63	168,840.00	170,000.00	1,160.00	170,000.00
6425-0000	Drainage Repair & Maint-Ground	787.50	1,666.63	879.13	6,598.09	20,000.00	13,401.91	20,000.00
6435-0000	Plant Replacement & Imp-Ground	0.00	1,083.37	1,083.37	5,565.00	13,000.00	7,435.00	13,000.00
6440-0000	Irrigation System	0.00	333.37	333.37	1,375.29	4,000.00	2,624.71	4,000.00
6455-0000	Snow Removal	693.00	1,166.63	473.63	11,208.00	14,000.00	2,792.00	14,000.00
	<b>TOTAL LANDS. &amp; GROUNDS</b>	<b>15,550.50</b>	<b>18,416.63</b>	<b>2,866.13</b>	<b>193,586.38</b>	<b>221,000.00</b>	<b>27,413.62</b>	<b>221,000.00</b>
<b>REPAIR &amp; MAINTENANCE- GENERAL</b>								
6510-0000	Repair & Maintenance	345.00	1,583.37	1,238.37	15,506.21	19,000.00	3,493.79	19,000.00
6515-0000	Equipment Rep. & Maint.-Common	52.17	1,083.37	1,031.20	15,107.13	13,000.00	-2,107.13	13,000.00
6520-0000	Supplies Equipment - Common	939.72	416.63	-523.09	11,190.64	5,000.00	-6,190.64	5,000.00
6525-0000	Supplies Maintenance-Common	0.00	208.37	208.37	2,490.56	2,500.00	9.44	2,500.00
6530-0000	Supplies Cleaning - Common	0.00	41.63	41.63	0.00	500.00	500.00	500.00
6535-0000	Enterphone and Security	115.55	791.63	676.08	5,111.32	9,500.00	4,388.68	9,500.00
6560-0000	Gate Repair & Maint. - Common	298.67	291.63	-7.04	5,644.59	3,500.00	-2,144.59	3,500.00
6565-0000	Pest Control - Common	877.80	1,333.37	455.57	10,589.85	16,000.00	5,410.15	16,000.00
	<b>TOTAL REPAIR &amp; MAINT.</b>	<b>2,628.91</b>	<b>5,750.00</b>	<b>3,121.09</b>	<b>65,640.30</b>	<b>69,000.00</b>	<b>3,359.70</b>	<b>69,000.00</b>

<b>UTILITIES</b>								
6576-0000	Electricity	-80.02	200.00	280.02	1,804.54	2,400.00	595.46	2,400.00
6577-0000	Electricity Ponds - Common	209.48	466.63	257.15	4,686.88	5,600.00	913.12	5,600.00
6580-0000	Electricity Stream - Common	-423.27	733.37	1,156.64	6,134.09	8,800.00	2,665.91	8,800.00
6595-0000	Telephone Caretaker	95.20	141.63	46.43	1,154.22	1,700.00	545.78	1,700.00
	<b>TOTAL UTILITIES</b>	<b>-198.61</b>	<b>1,541.63</b>	<b>1,740.24</b>	<b>13,779.73</b>	<b>18,500.00</b>	<b>4,720.27</b>	<b>18,500.00</b>
<b>RV LOT EXPENSES</b>								
6640-0000	Repair & Maintenance - RV Lot	0.00	125.00	125.00	0.00	1,500.00	1,500.00	1,500.00
6690-0000	Electricity - RV Lot	58.30	79.13	20.83	788.25	950.00	161.75	950.00
	<b>TOTAL OPERATING EXPS-RV LOT</b>	<b>58.30</b>	<b>204.13</b>	<b>145.83</b>	<b>788.25</b>	<b>2,450.00</b>	<b>1,661.75</b>	<b>2,450.00</b>
<b>RECREATION CENTRE - COMMON</b>								
6710-0000	Bldg Repair & Maint-Rec Centre	0.00	750.00	750.00	4,374.89	9,000.00	4,625.11	9,000.00
6712-0000	Equip. Rep. & Maint.-Clubhouse	1,266.87	2,083.37	816.50	8,805.24	25,000.00	16,194.76	25,000.00
6715-0000	Lock Up Costs - Rec. Centre	80.00	175.00	95.00	1,120.00	2,100.00	980.00	2,100.00
6725-0000	Exercise Equip R & M-Rec Centr	0.00	1,000.00	1,000.00	11,175.15	12,000.00	824.85	12,000.00
6730-0000	Workshop R & M-Rec. Centre	0.00	83.37	83.37	251.27	1,000.00	748.73	1,000.00
6735-0000	Pool Repair & Maint.-Rec. Cent	132.82	750.00	617.18	7,334.06	9,000.00	1,665.94	9,000.00
6740-0000	Pool Supplies & Chemicals-Rec.	0.00	458.37	458.37	4,292.18	5,500.00	1,207.82	5,500.00
6750-0000	Cleaning Supplies-Rec. Centre	0.00	183.37	183.37	2,335.73	2,200.00	-135.73	2,200.00
6755-0000	Window & Carpet Cleaning-Rec.	0.00	83.37	83.37	0.00	1,000.00	1,000.00	1,000.00
6764-0000	Electricity - Rec. Centre	-150.05	2,000.00	2,150.05	19,309.11	24,000.00	4,690.89	24,000.00
6765-0000	Gas - Rec. Centre	1,335.42	2,166.63	831.21	14,383.35	26,000.00	11,616.65	26,000.00
	<b>TOTAL OPER. EXPS-REC. CENTRE</b>	<b>2,665.06</b>	<b>9,733.48</b>	<b>7,068.42</b>	<b>73,380.98</b>	<b>116,800.00</b>	<b>43,419.02</b>	<b>116,800.00</b>
<b>SALARIES &amp; BENEFITS</b>								
6820-0000	Caretaker Salary and Benefits	4,583.34	5,000.00	416.66	54,788.55	60,000.00	5,211.45	60,000.00
6830-0000	Caretaker Assistant Wages	1,276.10	1,625.00	348.90	15,167.36	19,500.00	4,332.64	19,500.00
6865-0000	R. C. Janitor Wages and Ben.	1,680.00	1,833.37	153.37	20,160.00	22,000.00	1,840.00	22,000.00
6875-0000	Payroll Costs	894.55	1,000.00	105.45	10,036.49	12,000.00	1,963.51	12,000.00
6890-0000	Workers Compensation Board	614.92	125.00	-489.92	667.42	1,500.00	832.58	1,500.00
	<b>TOTAL SALARIES &amp; PAYROLL COSTS</b>	<b>9,048.91</b>	<b>9,583.37</b>	<b>534.46</b>	<b>100,819.82</b>	<b>115,000.00</b>	<b>14,180.18</b>	<b>115,000.00</b>
<b>OFFICE EXPENSES</b>								
6910-0000	Equipment Rep. & Maint.-Office	0.00	91.63	91.63	854.71	1,100.00	245.29	1,100.00
6915-0000	Supplies	0.00	75.00	75.00	330.16	900.00	569.84	900.00
6920-0000	Telephone & Cable - Office	316.68	291.63	-25.05	3,759.72	3,500.00	-259.72	3,500.00
	<b>TOTAL OFFICE EXPENSES</b>	<b>316.68</b>	<b>458.26</b>	<b>141.58</b>	<b>4,944.59</b>	<b>5,500.00</b>	<b>555.41</b>	<b>5,500.00</b>
<b>ADMINISTRATION</b>								
6970-0000	AGM Expenses - Admin.	0.00	416.63	416.63	3,850.75	5,000.00	1,149.25	5,000.00
6975-0000	Council Expenses - Admin.	0.00	291.63	291.63	2,142.61	3,500.00	1,357.39	3,500.00
6980-0000	Legal Expenses	0.00	375.00	375.00	1,093.86	4,500.00	3,406.14	4,500.00
6984-0000	Postage and Printing	735.12	1,416.63	681.51	8,964.49	17,000.00	8,035.51	17,000.00
6985-0000	Insurance Appraisal	0.00	16.63	16.63	0.00	200.00	200.00	200.00
6990-0000	Insurance Premiums	58,877.00	58,877.00	0.00	706,524.00	706,524.00	0.00	706,524.00
6992-0000	Insurance Carrying Charges	1,630.83	1,630.87	0.04	19,569.96	19,570.00	0.04	19,570.00
7000-0000	Management Fees	6,988.58	6,988.62	0.04	83,862.96	83,863.00	0.04	83,863.00
7000-1000	Strata Management- Extras	472.50	0.00	-472.50	472.50	0.00	-472.50	0.00
7010-0000	Property Taxes - Admin.	0.00	54.13	54.13	542.47	650.00	107.53	650.00
7020-0000	Security - Admin.	0.00	166.63	166.63	0.00	2,000.00	2,000.00	2,000.00
7023-0000	Emergency Preparedness	1,249.21	333.37	-915.84	3,293.38	4,000.00	706.62	4,000.00
7025-0000	Bank Charges	10.00	12.50	2.50	120.00	150.00	30.00	150.00
7030-0000	Strata Web Site	0.00	33.37	33.37	266.07	400.00	133.93	400.00
7051-0000	Statutory Financial Review	0.00	116.63	116.63	202.13	1,400.00	1,197.87	1,400.00
	<b>TOTAL ADMINISTRATION EXPENSES</b>	<b>69,963.24</b>	<b>70,729.64</b>	<b>766.40</b>	<b>830,905.18</b>	<b>848,757.00</b>	<b>17,851.82</b>	<b>848,757.00</b>
	<b>TOTAL COMMON EXPENSES</b>	<b>100,032.99</b>	<b>116,417.14</b>	<b>16,384.15</b>	<b>1,283,845.23</b>	<b>1,397,007.00</b>	<b>113,161.77</b>	<b>1,397,007.00</b>
	<b>TOTAL EXPENSES</b>	<b>142,270.64</b>	<b>144,542.14</b>	<b>2,271.50</b>	<b>1,572,732.76</b>	<b>1,734,507.00</b>	<b>161,774.24</b>	<b>1,734,507.00</b>
	<b>NET INCOME (LOSS)</b>	<b>3,727.34</b>	<b>0.11</b>	<b>3,727.23</b>	<b>178,650.19</b>	<b>0.00</b>	<b>178,650.19</b>	<b>0.00</b>
<b>REVENUE UTILITIES</b>								
<b>REVENUE - APARTMENT UTILITIES</b>								
9260-0000	Utilities Income - Apts.	15,531.50	15,531.50	0.00	186,378.00	186,378.00	0.00	186,378.00
9262-0000	Utilities Interest Income	253.03	0.00	253.03	2,457.40	0.00	2,457.40	0.00
9264-0000	Prior Year Surplus (Deficit)	0.00	0.00	0.00	22,706.95	22,707.00	-0.05	22,707.00
	<b>TOTAL APARTMENT UTILITIES</b>	<b>15,784.53</b>	<b>15,531.50</b>	<b>253.03</b>	<b>211,542.35</b>	<b>209,085.00</b>	<b>2,457.35</b>	<b>209,085.00</b>
<b>UTILITY EXPENSES</b>								
<b>ELECTRICITY - APARTMENTS</b>								
9360-0000	Electricity Kens & Mayfair	2,151.03	2,756.25	605.22	29,959.07	33,075.00	3,115.93	33,075.00
9365-0000	Electricity Windsor	2,222.62	1,750.00	-472.62	19,682.99	21,000.00	1,317.01	21,000.00
	<b>TOTAL ELECTRICITY - APART.</b>	<b>4,373.65</b>	<b>4,506.25</b>	<b>132.60</b>	<b>49,642.06</b>	<b>54,075.00</b>	<b>4,432.94</b>	<b>54,075.00</b>

<b>GAS - APARTMENTS</b>								
9410-0000	Gas - Mayfair	3,018.72	2,741.63	-277.09	26,721.28	32,900.00	6,178.72	32,900.00
9420-0000	Gas - Kensington	5,588.93	5,217.50	-371.43	49,190.88	62,610.00	13,419.12	62,610.00
9430-0000	Gas - Windsor	5,369.46	4,958.37	-411.09	44,009.17	59,500.00	15,490.83	59,500.00
	<b>TOTAL GAS - APARTMENTS</b>	<b>13,977.11</b>	<b>12,917.50</b>	<b>-1,059.61</b>	<b>119,921.33</b>	<b>155,010.00</b>	<b>35,088.67</b>	<b>155,010.00</b>
	<b>TOTAL UTILITIES - APARTMENT</b>	<b>18,350.76</b>	<b>17,423.75</b>	<b>-927.01</b>	<b>169,563.39</b>	<b>209,085.00</b>	<b>39,521.61</b>	<b>209,085.00</b>
	<b>NET INCOME (LOSS) UTILITIES</b>	<b>-2,566.23</b>	<b>-1,892.25</b>	<b>-673.98</b>	<b>41,978.96</b>	<b>0.00</b>	<b>41,978.96</b>	<b>0.00</b>
<b>REVENUE - WATER INCOME</b>								
9650-0000	Water - Apartments	5,760.00	5,760.00	0.00	69,120.00	69,120.00	0.00	69,120.00
9700-0000	Water - Townhouses	8,424.00	8,424.00	0.00	101,088.00	101,088.00	0.00	101,088.00
9725-0000	Water - Interest Income	290.48	0.00	290.48	3,766.96	0.00	3,766.96	0.00
9745-0000	Prior Year Surplus (Deficit)	0.00	0.00	0.00	22,295.84	22,296.00	-0.16	22,296.00
	<b>TOTAL WATER INCOME</b>	<b>14,474.48</b>	<b>14,184.00</b>	<b>290.48</b>	<b>196,270.80</b>	<b>192,504.00</b>	<b>3,766.80</b>	<b>192,504.00</b>
<b>WATER EXPENSE</b>								
9850-0000	Water Usage	10,939.64	16,042.00	5,102.36	190,904.83	192,504.00	1,599.17	192,504.00
	<b>TOTAL WATER</b>	<b>10,939.64</b>	<b>16,042.00</b>	<b>5,102.36</b>	<b>190,904.83</b>	<b>192,504.00</b>	<b>1,599.17</b>	<b>192,504.00</b>
	<b>NET INCOME (LOSS) WATER</b>	<b>3,534.84</b>	<b>-1,858.00</b>	<b>5,392.84</b>	<b>5,365.97</b>	<b>0.00</b>	<b>5,365.97</b>	<b>0.00</b>

**Balance Sheet (Accrual)**  
**CHELSEA - Contingency - 02 (lms1416c)**  
**February 2024**

**Prepared For:**  
CHELSEA - Contingency - 02  
  
Surrey, BC

**Prepared By:**  
Crossroads Management Ltd.  
#215 -7455 - 132nd Street  
Surrey BC, V3W 1J8  
Phone (778) 578-4445

**ASSETS**

1025-0000	Bank - Westminster - Contingency	3,345,419.95
1038-1334	Prospera GIC - 4.7860% - Feb.27/24	0.00
1038-1335	Prospera GIC - 4.7860% - Feb.27/24	0.00
1038-1336	Prospera GIC - 4.7860% - Feb.27/24	0.00
1038-1337	Prospera GIC - 4.7860% - Feb.27/24	0.00
1106-0000	Insurance Claim Receivable	147,191.42
1109-0100	Due to CRF from Operating-Insurance	0.00
<b>TOTAL ASSETS</b>		<b>3,492,611.37</b>

**LIABILITIES**

2010-0000	Accounts Payable	3,372.90
2012-2500	Accrued Expenses	10,381.80
<b>TOTAL LIABILITIES</b>		<b>13,754.70</b>

**OWNERS EQUITY**

**RESERVES**

3500-0000	Net Income - Prior Years	2,921,721.81
3510-0000	Net Income - Current Year	557,134.86
<b>TOTAL OWNERS' EQUITY</b>		<b>3,478,856.67</b>
<b>TOTAL LIABILITIES AND EQUITY</b>		<b>3,492,611.37</b>

Date: MAR. 27/2024  
Accountant: [Signature]  
Property Manager: [Signature]

**Budget Comparison (Accrual)**  
**CHELSEA - Contingency - 02 (Ims1416c)**  
**February 2024**

**Prepared For:**  
CHELSEA - Contingency - 02  
  
Surrey, BC

**Prepared By:**  
Crossroads Management Ltd.  
#215 -7455 - 132nd Street  
Surrey BC, V3W 1J8  
Phone (778) 578-4445

	MTD Actual	MTD Budget	\$ Var	YTD Actual	YTD Budget	\$ Var	Annual	
<b>INCOME</b>								
4010-5000	Strata Fees - Apartments	21,036.75	21,036.75	0.00	252,441.00	252,441.00	0.00	252,441.00
4010-6000	Strata Fees - Townhomes	45,767.75	45,767.75	0.00	549,213.00	549,213.00	0.00	549,213.00
	<b>TOTAL</b>	<b>66,804.50</b>	<b>66,804.50</b>	<b>0.00</b>	<b>801,654.00</b>	<b>801,654.00</b>	<b>0.00</b>	<b>801,654.00</b>
4031-0000	Interest Income	58,718.27	0.00	58,718.27	156,959.13	0.00	156,959.13	0.00
4031-6000	Interest Income- Insur. Loan	1,630.83	1,630.87	-0.04	19,569.96	19,570.00	-0.04	19,570.00
	<b>TOTAL</b>	<b>60,349.10</b>	<b>1,630.87</b>	<b>58,718.23</b>	<b>176,529.09</b>	<b>19,570.00</b>	<b>156,959.09</b>	<b>19,570.00</b>
	<b>TOTAL INCOME</b>	<b>127,153.60</b>	<b>68,435.37</b>	<b>58,718.23</b>	<b>978,183.09</b>	<b>821,224.00</b>	<b>156,959.09</b>	<b>821,224.00</b>
<b>TOWNHOUSE EXPENSES</b>								
6342-2023	2023 Townhouse Envelope Repairs	0.00	7,083.37	7,083.37	40,928.06	85,000.00	44,071.94	85,000.00
6344-2023	Garage Doors	0.00	4,166.63	4,166.63	50,971.20	50,000.00	-971.20	50,000.00
6345-2023	Townhouse Roof	2,520.00	16,666.63	14,146.63	190,099.79	200,000.00	9,900.21	200,000.00
	<b>TOTAL OPERATING EXPS. - T.H.</b>	<b>2,520.00</b>	<b>27,916.63</b>	<b>25,396.63</b>	<b>281,999.05</b>	<b>335,000.00</b>	<b>53,000.95</b>	<b>335,000.00</b>
<b>REPAIR &amp; MAINTENANCE- GENERAL</b>								
6510-2023	Sinkhole Remediation	0.00	0.00	0.00	10,536.75	0.00	-10,536.75	0.00
6521-2023	Fire Equipment Replacement	3,372.90	8,333.37	4,960.47	68,271.83	100,000.00	31,728.17	100,000.00
	<b>TOTAL REPAIR &amp; MAINT.</b>	<b>3,372.90</b>	<b>8,333.37</b>	<b>4,960.47</b>	<b>78,808.58</b>	<b>100,000.00</b>	<b>21,191.42</b>	<b>100,000.00</b>
<b>RECREATION CENTRE - COMMON</b>								
6707-2023	Clubhouse Roof Replacement	0.00	12,500.00	12,500.00	0.00	150,000.00	150,000.00	150,000.00
6708-2023	Clubhouse Pool Liner Replacement	0.00	1,666.63	1,666.63	19,051.20	20,000.00	948.80	20,000.00
6709-2023	Pool Skimmer Replacement	0.00	0.00	0.00	11,495.40	0.00	-11,495.40	0.00
6712-2023	Clubhouse Awning Restoration	0.00	3,333.37	3,333.37	29,694.00	40,000.00	10,306.00	40,000.00
	<b>TOTAL OPER. EXPS-REC. CENTRE</b>	<b>0.00</b>	<b>17,500.00</b>	<b>17,500.00</b>	<b>60,240.60</b>	<b>210,000.00</b>	<b>149,759.40</b>	<b>210,000.00</b>
	<b>TOTAL COMMON EXPENSES</b>	<b>3,372.90</b>	<b>25,833.37</b>	<b>22,460.47</b>	<b>139,049.18</b>	<b>310,000.00</b>	<b>170,950.82</b>	<b>310,000.00</b>
	<b>TOTAL EXPENSES</b>	<b>5,892.90</b>	<b>53,750.00</b>	<b>47,857.10</b>	<b>421,048.23</b>	<b>645,000.00</b>	<b>223,951.77</b>	<b>645,000.00</b>
	<b>NET INCOME (LOSS)</b>	<b>121,260.70</b>	<b>14,685.37</b>	<b>106,575.33</b>	<b>557,134.86</b>	<b>176,224.00</b>	<b>380,910.86</b>	<b>176,224.00</b>

**Aged Payables Summary**  
**CHELSEA - Contingency - 02 (lms1416c)**  
**February 2024**

Vendor Code	Vendor Name	Amount Payable	Not Yet Due	0 - 30 Days	30 - 60 Days	60 - 90 Days	Over 90 Days
davidbr	David Bremner	435.00	0.00	0.00	0.00	0.00	435.00
mwill	Michael Williams	2,937.90	0.00	0.00	0.00	0.00	2,937.90
		<b>3,372.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,372.90</b>

Number	Totals By Account Name	Total
6521-2023	Fire Equipment Replacement	3,372.90

## **CHELSEA GARDENS 2024/2025 PROPOSED OPERATING BUDGET**

The proposed budget this year was developed with the aim to minimize increases, particularly with the proposed townhouse roof replacement project that would involve a significant levy.

The Contingency Reserve Fund contribution of the proposed 24-25 strata fees remains the same as last year at \$801,654. Other than the townhouse roofing project, proposed CRF projects this year add to \$173,195 if all are approved. The CRF at the start of the fiscal year (March 1, 2024) was \$3,492,611.

The Operations portion of the proposed budget is 8% more than passed last year. The substantial surplus that we accumulated over the last year was used to reduce strata fee potential increases. The projected Operating Budget has a 1% decrease in associated fees for the condos and a 1% increase for townhouses. Note should be made that this 1% increase or decrease may not be directly reflected in an individual unit's total strata fee calculation because of changes in the utilities rate (condos only) and the water/sewer levy.

### **INCOME (from Page 1)**

Income comes from the strata fees paid by the owners, rentals of strata facilities, and other miscellaneous sources of income. Income sources are separated by the two strata categories (Condo and Thse). The income categories called "Com" (Common) is shared income between the condos and the townhouses by means of a shared formula based on unit entitlement.

### **EXPENSES (from Page 2)**

The total operations expenses for the whole complex are shown from the last fiscal year and budgeted for this fiscal year.

The condo only expenses are used to maintain the condo buildings in a proper manner for the owners of the condos. These expenses are paid by the condo owners only.

The townhouse only expenses are used to maintain the townhouse buildings in a proper manner for the owners of the townhouses. These expenses are paid by the townhouse owners only.

The expense categories identified as "Com" (Common) and "Rec Cen" (Recreation Centre) are the common expenses for the rest of the complex and for administration. The expenses are paid by both condo and townhouse owners via a shared formula based on unit entitlement.

### **CONDO UTILITIES (from Page 1)**

The condos had a healthy surplus last fiscal (\$41,979) that is carried over into this year. The result is that there will be a decrease in what is charged this year.

### **WATER FUND (from Page 1)**

This fund is shared between condos and townhouses based on number of units, thus each unit pays the same amount. There was a modest surplus from last year (\$5,366) when compared to the surplus carried from the year previous (\$22,296). This year's lower carried-over surplus and increases in the City of Surrey's rate results in a per unit monthly increase for water and sewer services from \$36.00 to \$46.84.

**MONTHLY STRATA FEE PAYMENTS**

Owners should be aware that the fiscal year of the Strata Corporation runs from March 1 to February 29<sup>th</sup>. As we hold the Annual General Meeting in April and only at that time approve an operating budget, the strata fees collected for the month of March and April are only at the previous year’s level. When a new budget is passed and, if there is an increase in fees, then your first strata fee payment in May will be distorted, as it will also include the fee increase difference for the months of March and April.

An example would be as follows. If your prior year’s strata fees were set at \$400.00 per month and the AGM approved an increase to take your fees to \$460.00 per month then you would see this type of activity on your bank account:

- March 1<sup>st</sup> payment = \$400.00 at the old budget rate
- April 1<sup>st</sup> payment = \$400.00 at the old budget rate
- May 1<sup>st</sup> payment = \$580.00 which consists of the new \$460.00 approved fee plus \$120.00 for the March and April catch up amounts.
- June 1<sup>st</sup> payment = \$460.00....and for the balance of the fiscal year

**PLEASE NOTE**

1. If you pay your strata fees by pre-authorized payment then you need not do anything as CrossRoads Management will automatically apply the new fee schedule that is approved at the Annual General Meeting plus the “catch-up” amount for the month of March.
2. If you pay your strata fees by cheque, please provide CrossRoads Management a series of post-dated cheques for the full year (including March and April of 2024 plus the difference in fees for March and April, 2024).

CHELSEA GARDENS - STRATA PLAN LMS 1416  
 PROPOSED BUDGET  
 MARCH 1, 2024 - FEBRUARY 28, 2025

	Actual 2023-2024				Proposed 2024-2025			
	INCOME	Condo	Thse	Actual	Budget	Condo	Thse	Budget
1	Condo - Operations Fees	604,886		604,886	604,891	600,326		600,326
2	Condo - Parking & Scooter	8,471		8,471	7,500	7,500		7,500
3	Condo - Misc & Move In	2,100		2,100	1,000	1,000		1,000
4	Condo - Prior Years Surplus(Deficit)	12,485		12,485	12,485	75,483		75,483
5	Thse - Operations Fees		1,046,948	1,046,948	1,046,948		1,055,347	1,055,347
6	Thse - Prior Years Surplus(Deficit)		31,383	31,383	31,383		103,167	103,167
7	Com - Rental Fireside Lounge	441	959	1,400	800	315	685	1,000
8	Com - Caretaker Suite	2,267	4,933	7,200	7,200	2,267	4,933	7,200
9	Com - Guest Suites	3,858	8,392	12,250	9,000	2,834	6,166	9,000
10	Com - RV Parking	2,999	6,526	9,525	10,000	2,834	6,166	9,000
11	Com - Misc & Fines & Parking	44	96	140	0	0	0	0
13	Com - Dish & Cutlery Rental	31	69	100	0	0	0	0
14	Com - Interest Income	3,471	7,551	11,022	1,500	2,362	5,138	7,500
15	Com - Remote Control Sale	1,090	2,373	3,463	1,800	756	1,644	2,400
16	Com - Keys	9	21	30	0	0	0	0
17	<b>TOTAL Operations Income</b>	642,153	1,109,250	1,751,403	1,734,507	695,677	1,183,246	1,878,923
18	<b>CRF Fund Fees</b>	252,441	549,213	801,654	801,654	252,441	549,213	801,654
19	<b>Condo - Utility Fund Fees</b>	188,835		188,835	186,378	167,521		167,521
20	<b>Water Fund Fees</b>	12,166	17,793	29,959	33,075	87,750	128,334	216,084
21	<b>TOTAL Fees To Be Collected</b>	1,095,595	1,676,256	2,771,851	2,755,614	1,203,389	1,860,793	3,064,182

	CONDO UTILITIES	Condo	Thse	Actual	Budget	Condo	Thse	Budget
22	Total Condo Utility Income	188,835		188,835	186,378	167,521		167,521
23	Prior Years Surplus(Deficit)	22,707		22,707	22,707	41,979		41,979
24	<b>TOTAL INCOME</b>	211,542		211,542	209,085	209,500		209,500
25	Electricity	49,642		49,642	54,075	57,500		57,500
26	Gas	119,921		119,921	155,010	152,000		152,000
27	<b>TOTAL EXPENSES</b>	169,563		169,563	209,085	209,500		209,500
28	<b>Surplus(Deficit)</b>	41,979		41,979	0	0		0

	WATER FUND	Condo	Thse	Actual	Budget	Condo	Thse	Budget
29	Total Water Income	70,650	103,325	173,975	170,208	87,750	128,334	216,084
30	Prior Years Surplus(Deficit)			22,296	22,296	2,179	3,187	5,366
31	<b>TOTAL INCOME</b>	70,650	103,325	196,271	192,504	89,929	131,521	221,450
32	<b>TOTAL COST</b>	77,525	113,380	190,905	192,504	89,929	131,521	221,450
33	<b>Surplus(Deficit)</b>			5,366	0			0

CHELSEA GARDENS - STRATA PLAN LMS 1416  
 PROPOSED BUDGET  
 MARCH 1, 2024 - FEBRUARY 28, 2025

EXPENSES	Actual 2023-2024				Proposed 2024-2025		
	Condo	Thse	Actual	Budget	Condo	Thse	Budget
34 Condo - Building Repair & Maintnce	40,424		40,424	40,000	60,000		60,000
35 Condo - Eqpt Repair & Maintnce	49,914		49,914	75,000	80,000		80,000
36 Condo - Elevators Repair & Maintnce	19,120		19,120	17,500	22,500		22,500
37 Condo - Gate/Door Repair & Maint.	5,078		5,078	6,000	7,000		7,000
38 Condo - Garbage	22,771		22,771	27,000	27,000		27,000
39 Condo - Janitorial Sevices	25,074		25,074	30,000	30,000		30,000
40 Thse - Building Repair & Maint.		58,128	58,128	62,000		90,000	90,000
41 Thse - Garbage		68,379	68,379	80,000		72,500	72,500
42 Com - Landscaping Services	53,168	115,672	168,840	170,000	54,793	119,207	174,000
43 Com - Landscaping Improvements	1,752	3,813	5,565	13,000	4,094	8,906	13,000
44 Com - Irrigation System	433	942	1,375	4,000	1,260	2,740	4,000
45 Com - Drainage Repair & Maint.	2,078	4,520	6,598	20,000	6,298	13,702	20,000
46 Com - Snow Removal	3,529	7,679	11,208	14,000	7,558	16,442	24,000
47 Com - Property Repair & Maint.	5,667	12,330	17,997	22,000	16,847	36,653	53,500
48 Com - Equipment Repair & Maint	8,281	18,017	26,298	18,000	9,290	20,210	29,500
49 Com - Pest Control	3,335	7,255	10,590	16,000	6,298	13,702	20,000
50 Com - Gate Repair & Maint	1,777	3,867	5,645	3,500	1,889	4,111	6,000
51 Com - Caretaker(s) Salaries&Ben.	25,190	54,803	79,992	91,500	30,388	66,112	96,500
52 Com - Utilities	3,976	8,650	12,626	16,800	5,290	11,510	16,800
53 Com - RV Lot Expenses	248	540	788	2,450	772	1,678	2,450
54 Rec Cen - Building Repair & Maint.	2,113	4,597	6,711	12,200	3,936	8,564	12,500
55 Rec Cen - Eqpt Repair & Maint.	2,773	6,032	8,805	25,000	7,873	17,128	25,000
56 Rec Cen - Janitorial Services	6,348	13,812	20,160	22,000	6,928	15,072	22,000
57 Rec Cen - Utilities	10,610	23,083	33,692	50,000	15,115	32,885	48,000
58 Rec Cen - Lock Up Costs.	353	767	1,120	2,100	693	1,507	2,200
59 Rec Cen - Pool & Hot Tub Maint.	3,661	7,965	11,626	14,500	4,566	9,934	14,500
60 Rec Cen - Exersise Eqpt R & M	3,519	7,656	11,175	12,000	3,779	8,221	12,000
61 Rec Cen - Guest Suites Telephones	0	0	0	0	0	0	0
62 Rec Cen - Workshop R & M	79	172	251	1,000	315	685	1,000
63 Rec Cen - Office Expenses	1,921	4,178	6,099	7,200	2,393	5,207	7,600
64 Com - Workers Compensation Board	210	457	667	1,500	315	685	1,000
65 Com - Accting, Bookkping, Audit	1,314	2,859	4,173	1,550	488	1,062	1,550
66 Com - AGM/SGM Expenses	675	1,468	2,143	5,000	1,889	4,111	6,000
67 Com - Postage & Printing	2,823	6,142	8,964	17,000	3,779	8,221	12,000
68 Com - Council Expenses	344	749	1,094	3,500	1,102	2,398	3,500
69 Com - Legal Expenses	2,823	6,142	8,964	4,500	1,417	3,083	4,500
70 Com - Insurance Costs	228,647	497,447	726,094	726,294	236,576	514,697	751,273
71 Com - Management Fees	26,557	57,778	84,335	83,863	28,341	61,659	90,000
72 Com - Property Taxes	171	372	542	650	205	445	650
73 Com - Security & Enterphone	1,610	3,502	5,111	11,500	3,621	7,879	11,500
74 Com - Strata Web Site	84	182	266	400	126	274	400
75 Com - Misc, Permits, Memberships	64	138	202	0	0	0	0
76 Com - Emergency Preparedness	1,037	2,256	3,293	4,000	945	2,055	3,000
77 TOTAL Operations	569,550	1,012,349	1,581,899	1,734,507	695,677	1,183,246	1,878,923
78 Operations - Surplus(Deficit)	72,603	96,901	169,503	0	0	(0)	0

CHELSEA GARDENS  
STRATA FEE SCHEDULE  
MARCH 1, 2024 - FEBRUARY 28, 2025  
WINDSOR - 13880 70 AVENUE

UNIT	S/L	FACTOR	U/E	OPERATIONS FEES	CONDO UTILITIES	CONTINGENCY RESERVE	WATER LEVY	STRATA FEES
117-3	326	0.012341362	847	\$251.02	\$69.55	\$105.56	46.84	\$472.97
118-3	325	0.020020108	1374	\$407.21	\$112.82	\$171.23	46.84	\$738.10
119-3	324	0.017659658	1212	\$359.20	\$99.52	\$151.04	46.84	\$656.60
120-3	339	0.017645087	1211	\$358.90	\$99.43	\$150.92	46.84	\$656.10
121-3	338	0.020034678	1375	\$407.51	\$112.90	\$171.36	46.84	\$738.60
122-3	337	0.012283079	843	\$249.84	\$69.22	\$105.06	46.84	\$470.95
123-3	336	0.016086025	1104	\$327.19	\$90.65	\$137.59	46.84	\$602.26
124-3	335	0.017761653	1219	\$361.27	\$100.09	\$151.92	46.84	\$660.12
125-3	334	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
126-3	333	0.015444916	1060	\$314.15	\$87.04	\$132.10	46.84	\$580.13
127-3	332	0.012457927	855	\$253.39	\$70.20	\$106.55	46.84	\$476.99
128-3	331	0.017747082	1218	\$360.98	\$100.01	\$151.79	46.84	\$659.62
129-3	330	0.017878218	1227	\$363.64	\$100.75	\$152.91	46.84	\$664.15
130-3	329	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
131-3	328	0.016377439	1124	\$333.12	\$92.29	\$140.08	46.84	\$612.33
132-3	327	0.018315339	1257	\$372.53	\$103.21	\$156.65	46.84	\$679.24
217-3	342	0.012341362	847	\$251.02	\$69.55	\$105.56	46.84	\$472.97
218-3	341	0.020020108	1374	\$407.21	\$112.82	\$171.23	46.84	\$738.10
219-3	340	0.017659658	1212	\$359.20	\$99.52	\$151.04	46.84	\$656.60
220-3	355	0.017645087	1211	\$358.90	\$99.43	\$150.92	46.84	\$656.10
221-3	354	0.020034678	1375	\$407.51	\$112.90	\$171.36	46.84	\$738.60
222-3	353	0.012385074	850	\$251.91	\$69.79	\$105.93	46.84	\$474.48
223-3	352	0.016086025	1104	\$327.19	\$90.65	\$137.59	46.84	\$602.26
224-3	351	0.017761653	1219	\$361.27	\$100.09	\$151.92	46.84	\$660.12
225-3	350	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
226-3	349	0.015444916	1060	\$314.15	\$87.04	\$132.10	46.84	\$580.13
227-3	348	0.012457927	855	\$253.39	\$70.20	\$106.55	46.84	\$476.99
228-3	347	0.017747082	1218	\$360.98	\$100.01	\$151.79	46.84	\$659.62
229-3	346	0.017878218	1227	\$363.64	\$100.75	\$152.91	46.84	\$664.15
230-3	345	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
231-3	344	0.016377439	1124	\$333.12	\$92.29	\$140.08	46.84	\$612.33
232-3	343	0.018315339	1257	\$372.53	\$103.21	\$156.65	46.84	\$679.24
317-3	358	0.012341362	847	\$251.02	\$69.55	\$105.56	46.84	\$472.97
318-3	357	0.020020108	1374	\$407.21	\$112.82	\$171.23	46.84	\$738.10
319-3	356	0.016304585	1119	\$331.64	\$91.88	\$139.45	46.84	\$609.81
320-3	371	0.016304585	1119	\$331.64	\$91.88	\$139.45	46.84	\$609.81
321-3	370	0.020034678	1375	\$407.51	\$112.90	\$171.36	46.84	\$738.60
322-3	369	0.012385074	850	\$251.91	\$69.79	\$105.93	46.84	\$474.48
323-3	368	0.016086025	1104	\$327.19	\$90.65	\$137.59	46.84	\$602.26
324-3	367	0.017761653	1219	\$361.27	\$100.09	\$151.92	46.84	\$660.12
325-3	366	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
326-3	365	0.015444916	1060	\$314.15	\$87.04	\$132.10	46.84	\$580.13
327-3	364	0.012457927	855	\$253.39	\$70.20	\$106.55	46.84	\$476.99
328-3	363	0.016348297	1122	\$332.52	\$92.13	\$139.83	46.84	\$611.32
329-3	362	0.016464863	1130	\$334.90	\$92.78	\$140.83	46.84	\$615.34
330-3	361	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
331-3	360	0.016377439	1124	\$333.12	\$92.29	\$140.08	46.84	\$612.33
332-3	359	0.018315339	1257	\$372.53	\$103.21	\$156.65	46.84	\$679.24
417-3	374	0.012341362	847	\$251.02	\$69.55	\$105.56	46.84	\$472.97
418-3	373	0.020020108	1374	\$407.21	\$112.82	\$171.23	46.84	\$738.10
419-3	372	0.016304585	1119	\$331.64	\$91.88	\$139.45	46.84	\$609.81
420-3	387	0.016304585	1119	\$331.64	\$91.88	\$139.45	46.84	\$609.81
421-3	386	0.020034678	1375	\$407.51	\$112.90	\$171.36	46.84	\$738.60
422-3	385	0.012385074	850	\$251.91	\$69.79	\$105.93	46.84	\$474.48
423-3	384	0.016086025	1104	\$327.19	\$90.65	\$137.59	46.84	\$602.26
424-3	383	0.017761653	1219	\$361.27	\$100.09	\$151.92	46.84	\$660.12
425-3	382	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
426-3	381	0.015444916	1060	\$314.15	\$87.04	\$132.10	46.84	\$580.13
427-3	380	0.012457927	855	\$253.39	\$70.20	\$106.55	46.84	\$476.99

CHELSEA GARDENS  
 STRATA FEE SCHEDULE  
 MARCH 1, 2024 - FEBRUARY 28, 2025  
 WINDSOR - 13880 70 AVENUE

UNIT	S/L	FACTOR	U/E	OPERATIONS FEES	CONDO UTILITIES	CONTINGENCY RESERVE	WATER LEVY	STRATA FEES
428-3	379	0.016348297	1122	\$332.52	\$92.13	\$139.83	46.84	\$611.32
429-3	378	0.016464863	1130	\$334.90	\$92.78	\$140.83	46.84	\$615.34
430-3	377	0.010272326	705	\$208.94	\$57.89	\$87.86	46.84	\$401.53
431-3	376	0.016377439	1124	\$333.12	\$92.29	\$140.08	46.84	\$612.33
432-3	375	0.018635893	1279	\$379.05	\$105.02	\$159.39	46.84	\$690.31
			68631					\$450,313.25
				<b>\$244,080.15</b>	<b>\$67,622.68</b>	<b>\$102,637.30</b>	<b>\$35,973.12</b>	<b>\$450,313.25</b>

## RESOLUTIONS REQUIRING APPROVAL OF 75% OR MORE

### RESOLUTION 'A' - 3 / 4 VOTE – TOWNHOUSE ROOF REPLACEMENT – 2024/2025

#### **Notes on the Resolution as provided in information documents and in the Chelsea Gardens Minutes:**

- TH Roofs are original and nearing the end of their useful lives.
- Roof replacements are improvements to common property, the cost of which are shared 31.5% to Condos and 68.5% to Townhouses.
- A two-year project time frame is recommended as extending the length of the project over more years will add to costs considerably and the frustrations of living in a construction zone for too long.
- Failure to replace failed roofs could result in the inability to obtain insurance which would cause a significant problem for anyone wanting to sell or purchase a unit in Chelsea Gardens.
- The total project cost is to be \$5,133,000 when project management and a construction contingency are added.
- The scope of the project would be all sloped roofs, flat roofs, and gutters to be replaced on all townhouse buildings, except for the ones that have recently been replaced.
- Detailed specifications include replacement of all skylights, vents, chimney tops and any rotted fascia and roof sheeting.
- There will be a 5-year labour Warranty and a 40-year warranty on the materials from the manufacturer.
- The Contingency Reserve Fund (CRF) is not sufficient to pay for the project.
- It is recommended to fund the project \$2,556,000 by Levy and \$2,590,000 from the CRF.
- Levies are proposed to be done in two equal payments 50% in 2024 and the other 50% in 2025.
- Failure to pass this Resolution would require the Strata to re-assess the input from the AGM and schedule an SGM with a new option for the Owners to vote on. However, this means that we would have to pay to have another tendering process, rent another venue to hold the SGM, risk increased prices from the bids and the preferred bids crews will no longer be available, forcing us to go with an alternate company. Option two would be to re-assess and determine that the full project will not be an option and host an SGM to pass a resolution to spend a yet-to-be-determined amount to replace priority roofs. This would require us to go through a new bidding process as the cost of this work is still extensive.

**Therefore, be it resolved** as a 3/4 Vote of the Owners, LMS 1416, Chelsea Gardens, that authority be given to spend up to \$5,133,000.00 to re-roof the sloped and flat sections and replace all gutters and downspouts for all Townhouse Units, except for the townhouse blocks (217-222, 101-104, 163-168, and 197-202). The colours for the shingles will be similar to the current colour and gutters will be changed to a chocolate brown as done at the other townhouse block units that have been completed to date. These costs will also include a contingency and management / consultation fees for the overall project. This project will take place over a two-year period with the townhouse blocks with current leaks being done first, along with the first half of the complex in 2024. In 2025 the remaining townhouse blocks will be completed. Funding for this re-roofing project in 2024 and 2025 will be a combination of **\$2,590,000.00** from the Contingency Reserve Fund and **\$2,556,000.00** from a Special Levy that will range from **\$4,363.64 - \$6,181.82 per** unit (but with the actual cost to be based on unit entitlement as shown on the attached Special Levy Schedule). This Special Levy will be due and payable upon passage of this resolution but, for the financial convenience of the owners, payment may be made **June 1, 2024** or immediately from the current

owner upon the sale of a strata lot to a new owner. For the purposes of this spending resolution and the costs of the total project, it is intended that the expenses of the total project are to come first from the Special Levy and then from the Contingency Reserve Fund. Owners who do convey their strata lot to a new owner should be aware that if, at the completion of this project, funds are in surplus from the Special Levy funding component of the total expenditure and if any single owner is entitled to a refund of greater than \$100.00 then all the then current owners would qualify for a refund based on unit entitlement. Owners contemplating selling may wish to establish a contractual agreement with a purchaser that provides for this refund to be payable to the old owner.

CHELSEA GARDENS  
 LEVY FEE SCHEDULE  
 TOWNHOUSE RE-ROOFING  
 WINDSOR - 13880 70 AVENUE

UNIT	S/L	U/E	TOTAL LEVY	2024 Payment	2025 Payment
117-3	326	847	\$4,039.99	\$2,019.99	\$2,019.99
118-3	325	1374	\$6,553.65	\$3,276.82	\$3,276.82
119-3	324	1212	\$5,780.95	\$2,890.47	\$2,890.47
120-3	339	1211	\$5,776.18	\$2,888.09	\$2,888.09
121-3	338	1375	\$6,558.42	\$3,279.21	\$3,279.21
122-3	337	843	\$4,020.91	\$2,010.45	\$2,010.45
123-3	336	1104	\$5,265.81	\$2,632.91	\$2,632.91
124-3	335	1219	\$5,814.34	\$2,907.17	\$2,907.17
125-3	334	705	\$3,362.68	\$1,681.34	\$1,681.34
126-3	333	1060	\$5,055.94	\$2,527.97	\$2,527.97
127-3	332	855	\$4,078.14	\$2,039.07	\$2,039.07
128-3	331	1218	\$5,809.57	\$2,904.78	\$2,904.78
129-3	330	1227	\$5,852.49	\$2,926.25	\$2,926.25
130-3	329	705	\$3,362.68	\$1,681.34	\$1,681.34
131-3	328	1124	\$5,361.21	\$2,680.60	\$2,680.60
132-3	327	1257	\$5,995.59	\$2,997.79	\$2,997.79
217-3	342	847	\$4,039.99	\$2,019.99	\$2,019.99
218-3	341	1374	\$6,553.65	\$3,276.82	\$3,276.82
219-3	340	1212	\$5,780.95	\$2,890.47	\$2,890.47
220-3	355	1211	\$5,776.18	\$2,888.09	\$2,888.09
221-3	354	1375	\$6,558.42	\$3,279.21	\$3,279.21
222-3	353	850	\$4,054.29	\$2,027.15	\$2,027.15
223-3	352	1104	\$5,265.81	\$2,632.91	\$2,632.91
224-3	351	1219	\$5,814.34	\$2,907.17	\$2,907.17
225-3	350	705	\$3,362.68	\$1,681.34	\$1,681.34
226-3	349	1060	\$5,055.94	\$2,527.97	\$2,527.97
227-3	348	855	\$4,078.14	\$2,039.07	\$2,039.07
228-3	347	1218	\$5,809.57	\$2,904.78	\$2,904.78
229-3	346	1227	\$5,852.49	\$2,926.25	\$2,926.25
230-3	345	705	\$3,362.68	\$1,681.34	\$1,681.34
231-3	344	1124	\$5,361.21	\$2,680.60	\$2,680.60
232-3	343	1257	\$5,995.59	\$2,997.79	\$2,997.79
317-3	358	847	\$4,039.99	\$2,019.99	\$2,019.99
318-3	357	1374	\$6,553.65	\$3,276.82	\$3,276.82
319-3	356	1119	\$5,337.36	\$2,668.68	\$2,668.68
320-3	371	1119	\$5,337.36	\$2,668.68	\$2,668.68
321-3	370	1375	\$6,558.42	\$3,279.21	\$3,279.21
322-3	369	850	\$4,054.29	\$2,027.15	\$2,027.15
323-3	368	1104	\$5,265.81	\$2,632.91	\$2,632.91
324-3	367	1219	\$5,814.34	\$2,907.17	\$2,907.17
325-3	366	705	\$3,362.68	\$1,681.34	\$1,681.34
326-3	365	1060	\$5,055.94	\$2,527.97	\$2,527.97
327-3	364	855	\$4,078.14	\$2,039.07	\$2,039.07
328-3	363	1122	\$5,351.67	\$2,675.83	\$2,675.83
329-3	362	1130	\$5,389.83	\$2,694.91	\$2,694.91
330-3	361	705	\$3,362.68	\$1,681.34	\$1,681.34
331-3	360	1124	\$5,361.21	\$2,680.60	\$2,680.60
332-3	359	1257	\$5,995.59	\$2,997.79	\$2,997.79

CHELSEA GARDENS  
 LEVY FEE SCHEDULE  
 TOWNHOUSE RE-ROOFING  
**WINDSOR - 13880 70 AVENUE**

<b>UNIT</b>	<b>S/L</b>	<b>U/E</b>	<b>TOTAL LEVY</b>	<b>2024 Payment</b>	<b>2025 Payment</b>
417-3	374	847	\$4,039.99	\$2,019.99	\$2,019.99
418-3	373	1374	\$6,553.65	\$3,276.82	\$3,276.82
419-3	372	1119	\$5,337.36	\$2,668.68	\$2,668.68
420-3	387	1119	\$5,337.36	\$2,668.68	\$2,668.68
421-3	386	1375	\$6,558.42	\$3,279.21	\$3,279.21
422-3	385	850	\$4,054.29	\$2,027.15	\$2,027.15
423-3	384	1104	\$5,265.81	\$2,632.91	\$2,632.91
424-3	383	1219	\$5,814.34	\$2,907.17	\$2,907.17
425-3	382	705	\$3,362.68	\$1,681.34	\$1,681.34
426-3	381	1060	\$5,055.94	\$2,527.97	\$2,527.97
427-3	380	855	\$4,078.14	\$2,039.07	\$2,039.07
428-3	379	1122	\$5,351.67	\$2,675.83	\$2,675.83
429-3	378	1130	\$5,389.83	\$2,694.91	\$2,694.91
430-3	377	705	\$3,362.68	\$1,681.34	\$1,681.34
431-3	376	1124	\$5,361.21	\$2,680.60	\$2,680.60
432-3	375	1279	\$6,100.52	\$3,050.26	\$3,050.26
		68631	\$327,353.29		

## **RESOLUTION 'B' - 3 / 4 VOTE – ELECTRICAL PLANNING REPORT**

**Whereas** Over the course of the last year, the Province has brought in significant changes with respect to strata corporations and how they plan for and implement electrical vehicle charging. Those changes can be broken down into three basic categories: planning, infrastructure installation and approvals and;

**Whereas** planning: All strata corporations consisting of 5 or more strata lots are now required by s.94.1 of the SPA (Strata Property Act) to obtain an “Electrical Planning Report”. For strata corporations in existence on December 31, 2023 those reports must be obtained by:

- December 31, 2026 for strata corporations located in Metro Vancouver, the
- Fraser Valley and Capital Regional Districts
- December 31, 2028 for all other areas of the Province

**Whereas** like Depreciation Reports, electrical planning reports must be prepared by a “qualified person” (in this case an electrical engineer, an applied science technologist or a journey person in an electrical trade) and;

**Whereas** the contents of the report are set out in Regulation 5.11 of the SPA. In broad terms, it must assess:

- the current capacity of the strata corporation's electrical system;
- a list of existing demands on the electrical system, including, without limitation, demands from
  - existing EV charging infrastructure, and
  - heating, cooling, ventilation and lighting systems;
- the current peak demand on and spare capacity of the electrical system;
- an estimate of the electrical capacity that would be needed to power systems that are currently powered by an energy source other than electricity (i.e. heating sources); and
- an estimate of the electrical capacity needed for any other anticipated future demands on the electrical system.

The report must then set out:

- what needs to be done to reduce the demands on the system; and
- what otherwise could practicably be done to increase the capacity of the system.

**Whereas** no specific steps need to be taken in relation to the report. Rather it is meant to be a tool that allows for planning to meet the future demands of owners.

**Whereas** the process for this resolution is to obtain the funding to do the reports and investigate our options moving forward. It is not intended to start the process of implementing any infrastructure to accommodate the demands set out in the reports.

**Therefore, be it resolved** as a 3 / 4 vote of the Owners, LMS 1416, Chelsea Gardens, that Council is hereby authorized to spend up to \$40,000.00 on Electrical Planning Reports for the condos and townhouse units throughout Chelsea Gardens.

**RESOLUTION C' - 3 / 4 VOTE – TOWNHOUSE CAPITAL PROJECTS REPAIRS - 2024**

**Whereas** the Strata Corporation wishes to continue a program of replacement of rotting wood spindles with new composite spindles or aluminum railing assemblies to townhouses throughout the complex, along with townhouse repairs to the envelope; and

**Whereas** the Strata Corporation wishes to have flexibility in the allocation of funds spent in 2024 to ensure that the integrity of townhouse envelopes is preserved and protected so the Council has combined these projects into one spending resolution, based on priority, however it is anticipated to be a 50/50 split; and

**Whereas** the Council has projected the labour and materials needed in 2024 at \$85,000.00.

**Therefore, be it resolved** as a 3/4 Vote of the Owners, LMS 1416, Chelsea Gardens, that Council is hereby authorized to spend from the Contingency Reserve Fund up to \$85,000.00 to inspect, and where necessary, repair and caulk those townhouse units and replace spindles and do envelope repairs as required on a priority basis.

**RESOLUTION 'D' - 3 / 4 VOTE – TREE RISK ASSESSMENT REPORT & PRIORITY TREE REMEDIAL WORK FROM THE REPORT – 2024**

**Whereas** this year we had a fallen tree in a wind storm, and

**Whereas** the Strata Corporation recognizes that, identifying the problem areas in the complex is imperative to keep everyone safe from any high risk trees, and

**Whereas** the report will provide us a guide in which areas need to be addressed immediately and to follow up annually on the health of any medium risk trees in the complex, and

**Whereas** we may not have enough funds in this resolution to take care of all the unknown risks, however, upon receiving the report if there is more than what we have allocated for this work it would be deemed an emergency expense to address these high risk areas and expensed from the CRF.

**Therefore, be it resolved** as a 3 / 4 Vote of the Owners, LMS 1416, Chelsea Gardens, that Council is hereby authorized to spend from the Contingency Reserve Fund \$20,000.00 to obtain a tree risk assessment report and carry out the required recommended work from the professional arborist.

**RESOLUTION 'E' - 3 / 4 VOTE – DEPRECIATION REPORT - 2024**

**Whereas** the Depreciation report is currently outdated, and

**Whereas** with some major upcoming projects ahead including the roof project it would be ideal to get an update on where we stand on upcoming major projects throughout Chelsea Gardens.

**Therefore, be it resolved** as a 3/4 Vote of the Owners, LMS 1416, Chelsea Gardens, that Council is hereby authorized to spend from the Contingency Reserve Fund up to \$10,000.00 to update the depreciation report.

**RESOLUTION 'F' - 3 / 4 VOTE – TRACTOR / EXCAVATOR PURCHASE - 2024**

**Whereas** it has been brought forward that purchasing a piece of equipment that can do major work in the complex can in the long run save the Strata Corporation on large expenses, and

**Whereas** there are members in the complex that are trained on the type of equipment to be used on various jobs, and

**Whereas** this can be used to shovel snow, digging for irrigation (by qualified operators in our community) moving soil to units that need it, root grinding, post digging for fence work and lifting heavy equipment such as water pumps.

**Therefore, be it resolved** as a 3 / 4 Vote of the Owners, LMS 1416, Chelsea Gardens, that Council is hereby authorized to spend from the Contingency Reserve Fund up to \$12,000.00 to purchase a tractor/excavator for the use of Chelsea Gardens.

**RESOLUTION 'G' - 3 / 4 VOTE – RV LOT PAINTING – 2024**

**Whereas** the Strata Council and the RV Committee believe that the RV lot is in need of cleaning and line painting, and

**Whereas** there are many spots that need to be reconfigured to better utilize the space throughout the RV lot,

**Whereas** the work would be to do a deep clean of the lot to prepare for painting, re-painting the lines and numbering the stalls within the RV lot.

**Therefore, be it resolved** as a 3/4 Vote of the Owners, LMS 1416, Chelsea Gardens, that: the Strata Council be authorized to spend up to \$6,195.00 from the Contingency Reserve Fund to clean and line paint the entire RV lot.

## **BYLAW RESOLUTIONS – 75%Vote.**

### **RESOLUTION ‘H’ - 3 / 4 VOTE – ELECTRICAL VEHICLE CHARGING STATIONS – 2024**

**Whereas** the current bylaws for installation of an EV charging station are vague and do not outline the proper requirements to install an electrical vehicle charging station, and

**Whereas** there will be a much higher demand for charging stations as the government pushes for more and more electric vehicles, and

**Whereas** the bylaw proposed outlines requirements to protect the Strata from having unlicensed and unqualified persons install these systems in Chelsea Gardens, and

**Whereas** these bylaws will properly lay out what is required to obtain a charging station.

**Therefore, be it resolved** as a 3/4 Vote of the Owners, LMS 1416, Chelsea Gardens that the current bylaw that now reads:

#### **6. Obtain Approval before Altering a Strata Lot**

- (h) The installation of electric vehicle chargers inside or outside a garage. The Strata Council will be entitled to demand the installation of safety devices (such as load limiters or future technology) so as to prevent over-loading of electrical circuits. The Strata Council is also permitted to demand permits if required by BC Hydro and/or the municipality.

#### **Be amended to now read:**

#### **(h) Electric Vehicle Charging Stations:**

- (i) An owner, tenant, or occupant must not install, have, or permit to be installed any equipment related to the charging of an electric vehicle without having received prior written permission by the Council.
- (ii) An owner may request in writing, written consent from the Council to install electrical supply, distribution and an associated electrical outlet for the purpose of charging an electric vehicle in their strata lot (a “Charging Station”). In making such request, the owner will provide to the Council a written description of the following:
  - (A) the specifications of the proposed Charging Station, including an energy management device;
  - (B) the proposed design and installation location;
  - (C) the approved quote or contract with a licensed electrician;
  - (D) a copy of any necessary permits from local and provincial authorities (may be provided upon issuance of the permit); and
  - (E) any other documents or plans requested by the Council.
- (iii) The Council will grant written permission pursuant to this Bylaw provided that:
  - (A) the Council is of the opinion that the electrical capacity of the common properties will support the Charging Station;

- (B) the owner has provided sufficient information as requested by Council;
  - (C) the owner has provided proof that they will be installing an energy load management device which is capable of the managing the power demand of the Charging Station;
  - (D) the owner will comply with any requests by Council or another authority to limit the power demands of the Charging Station, where necessary; and
  - (E) the owner signs and abides by the terms of an Indemnity Agreement.
- (iv) Where the Strata Corporation approves a Charging Station, the owner shall:
- (A) pay for all costs related to the Charging Station, including any required changes to Common Properties;
  - (B) where applicable, install a meter capable of sufficiently measuring the Charging Station's use of the Strata Corporation's electricity account(s);
  - (C) pay for the cost of all installation, future repairs, maintenance, upgrades, and removal of the Charging Station;
  - (D) obtain all necessary permits from local and provincial authorities;
  - (E) comply with all laws, Bylaws, and abide by terms and conditions of the approval, as may be applicable; and
  - (F) inform their insurance broker that they are responsible to insure the Charging Station, including costs related to claims against the Strata Corporation's insurance policy as a result of damage or harm done, in whole or part, by the Charging Station.
- (v) All work done in relation to the Charging Station must be done by licensed, insured and qualified professionals in good standing with the regulators of their trade.
- (vi) In the event that ownership of a strata lot with a Charging Station changes, the Indemnity Agreement shall be included in and form part of any Contract of Purchase and Sale for the strata lot.
- (vii) Where any Charging Station uses electrical power that is part of the Strata Corporation's utility meters, the users shall pay to the Strata Corporation a fee as established in the Rules, which may be amended from time to time.
- (viii) An owner with a Charging Station shall indemnify and save harmless the Strata Corporation from any claims, demands, damages, judgments, expenses, deductibles, costs and obligations of any kind whatsoever arising from or related (directly or indirectly) to the installation and operation of the Charging Station.
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## **RESOLUTION 'I' - 3 / 4 VOTE – AIR CONDITIONING INSTALLATION – 2024**

**Whereas** many more people are installing air conditioning units and the demand for electrical use will be higher as more and more are installed throughout the complex, and

**Whereas** these bylaws will protect the Strata from having unlicensed and unqualified persons carrying out installations of these systems, and

**Whereas** the purpose of the bylaws is not to discourage anyone from obtaining Air Conditioning units. It is to make sure they are installed correctly and according to code to avoid any potential issues from installations.

**Therefore, be it resolved** as a 3/4 Vote of the Owners, LMS 1416, Chelsea Gardens, the current bylaw for Air Conditioning installations that currently reads:

### **3. Use of Property**

- (15) Owners may apply to council for permission to install ductless split air conditioning units provided that the building envelope is not compromised and that the exterior part of the system operates at 55 decibels or less and that the exterior unit is discretely placed so as not to be an eyesore to other units. Owners may also install interior, stand-alone air conditioning units that vent to the exterior through a flush mounted window attachment. Air conditioners that protrude from a window or the side of a building to the exterior are not permitted. Plans and the location of the exterior unit must be approved in advance by the Strata Council who may make it a condition of approval that the installation is done by a professional contractor.

**Be removed and a new bylaw be inserted under Section 6. Obtain Approval before Altering a Strata Lot, Subsection (1)(i)**

### **6. Obtain Approval before Altering a Strata Lot**

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:
- (i) **AIR CONDITIONERS**
- (A) An owner, tenant or occupant must not install or operate an Air Conditioner except as permitted under this Bylaw.
- (B) No Resident may use or operate a window mounted Air Conditioner.
- (C) An owner, tenant or occupant may, without permission, operate a portable Air Conditioner provided that it:
- is housed entirely inside the strata lot;
  - is only vented through a window or sliding door using a manufacturer approved vent kit; and
  - does not create an unreasonable level of noise when in operation.
- (D) An owner who wishes to install, upgrade, expand or replace an Air Conditioner, other than a portable air conditioner, must have the prior written permission of Council to do so. In making their request, the owner shall submit:

- a scaled and dimensional drawing which shows the proposed interior and exterior locations of the Air Conditioner and its components along with the exact location of any penetration(s) of the building envelope required to install it;
  - information regarding the make and model of the Air Conditioner to be installed, including its dimensions and the level of noise created when it is in operation;
  - the type and style of material which will be used to obscure any portion of the Air Conditioner which is outside the strata lot (the “Screen Material”); and
  - any other information required by Council.
- (E) An owner to whom permission is given to install an Air Conditioner must:
- ensure the Air Conditioner (including its various components) is installed only as approved by the Council;
  - ensure an energy management device is installed and operating to regulate the energy use of the Air Conditioner;
  - obtain all necessary permits and licenses and ensure copies are provided to the Strata Corporation;
  - assume responsibility for all costs related to the installation, repair, maintenance, and removal of the Air Conditioner;
  - perform all regular maintenance as specified by the manufacturer;
  - ensure all work is performed by professional contractors licensed in their trades;
  - ensure the sound level of the outdoor component in operation must not exceed 58 dB as rated by the manufacturer, and thereafter as measured at a distance of 1 meter from the component in full operation; and
  - enter into an Indemnity Agreement.
- (F) Where requested by Council to accommodate work to Common Properties, an owner with an Air Conditioner shall promptly remove the Air Conditioner and all of its components as may be required at their own expense, or such removal will be performed by the Strata Corporation and charged back to the owner in the statement of account for that strata lot.
- (G) If an owner removes an Air Conditioner, they must:
- obtain prior written permission from Council; and
  - repair any damage, including properly sealing any penetrations of the building envelope arising from or caused by the installation or the removal, and otherwise restore the Common Properties.
- (H) An owner with an Air Conditioner shall indemnify and save harmless the Strata Corporation from any claims, demands, damages, judgments, expenses, deductibles, costs and obligations of any kind whatsoever arising from or related (directly or indirectly) to the installation and operation of the Air Conditioner.

### **RESOLUTION 'J' - 3 / 4 VOTE –SMOKING AND VAPING – 2024**

**Whereas** the Council wanted to bring the rule for smoking and vaping as a bylaw to be voted on as well, and

**Whereas** there have been several incidents where someone has been vaping or smoking in areas that should not be permitted and have effected residents leading to complaints.

**Therefore, be it resolved** as a 3/4 Vote of the Owners, LMS 1416, Chelsea Gardens, that a new bylaw be added to Bylaw 3, Use of Property subsection (20) that reads:

#### **3. Use of Property**

- (20) Smoking and vaping on the limited common property (i.e. patios and balconies) or on common property within 7.5 meters of a doorway or window is not permitted. As per Bylaw 3(1)(c), if an owner is affected with your smoking or vaping, you must not allow your smoke or vape fumes to leave your strata lot.
- (a) Smoking and vaping are not permitted anywhere within the recreation building. Smoking is permitted only in the designated areas with an ashtray.
  - (b) Smoking and vaping are not permitted in any interior common property including but not limited to the underground parkade.
  - (c) There is no smoking or vaping in the pool/spa or on any of the surrounding deck surfaces.
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### **RESOLUTION 'K' - 3 / 4 VOTE – LAND TITLES - 2024**

**Whereas** it is preferable to have on file with the Land Titles Office, one set of bylaws rather than a set plus multiple amendment, and

**Whereas** this can be accomplished a resolution to incorporate all of the bylaw changes and amendments approved at this Annual General Meeting into one consolidated set of bylaws that, as necessary, would be renumbered without changing any intent or wording, and

**Whereas** this would also require the ownership to repeal all existing bylaws on file with the Land Titles Office.

**Therefore, be it resolved** as a 3/4 vote of the Owners, LMS 1416, Chelsea Gardens, that the bylaws that have been approved at the Annual General Meeting of April 23, 2024 be incorporated into the existing set of bylaws that are on file at land titles and include the bylaw changes approved at previous Annual General Meetings and that, following this consolidation into one complete set, that this set be filed with Land Titles and, in so doing, rescind and repeal all old sets of bylaws.

# **NEW BUSINESS/DISCUSSION**

**The below information is directly from the government of BC website**

## **Age Restriction Exemptions:**

Effective November 24, 2022, a strata corporation (or section) may only have a strata bylaw which limits the age of an owner, tenant or occupant to age 55+.

- Any strata bylaw that sets a minimum age less than 55 years old is invalid.
- Strata bylaws which restricts ages to a minimum of 55+ are valid.

The age-restriction bylaw applies to a resident of a strata lot (i.e. an owner, tenant or occupant). Strata corporations and sections are allowed to have age-restriction bylaws that require a person residing in the strata lot to have reached an age that is not less than 55 years. For example, an age-restriction bylaw could be for ages 55 and greater, or age 60 and greater, etc.

An owner, renter or occupant moving into a 55+ age-restricted strata corporation, or section, must meet the age criteria. However the age-restriction does not apply to a spouse, partner or children, including adult children.

## **Provincial exemptions to age-restriction bylaws**

There are provincially mandated exemptions to a strata age-restriction bylaw.

### **1. Caregiver exemption**

Effective November 24, 2022, provincial strata legislation exempts a live-in caregiver in a strata lot from an age-restriction bylaw who is providing continuing assistance or direction to a resident because of the resident's disability, illness or frailty.

### **2. Legacy exemption**

When a strata corporation or section creates an age-restriction bylaw, provincial strata legislation specifies that all persons who were lawfully residing in the unit before the bylaw was passed are exempted.

For example, a 25 year-old resident who was living in the unit before the age-restriction bylaw was created, may continue to live in the unit; even though the new age-restriction bylaw states that an owner, tenant or occupant must be age 55 or greater.

An owner, tenant or occupant with a legacy exemption can have their spouse, partner, or children (including adult children) live with them at any time after the age-restriction bylaw is passed, even if they do not meet the age criteria.

### **3. Child exemption**

Effective May 1, 2023, the Province allows certain residents to have their child, of any age, live with them in a 55+ age-restricted strata corporation

### **4. Spouse exemption**

The Province has exempted spouses and persons living in a marriage-like relationship (partners) from age-restriction bylaws. A resident will be able to have a younger spouse or partner live with them in a 55+ age-restricted strata corporation.

Partners are not required to live together for a certain period of time before living together in a 55+ age-restricted strata corporation.

This will be referenced in the Chelsea Gardens bylaws to refer to the exemptions passed by the government so that perspective buyers and realtors have access to this information.



# ANNUAL GENERAL MEETING PROXY FORM

Please be aware that when you give someone your proxy you are either giving them permission to cast your vote as they see fit, or you trust them to cast your vote as you have directed it to be cast. The only way to have 100% control over how your vote is cast is to attend the AGM and cast it yourself.

**THE OWNERS OF THE CHELSEA GARDENS – LMS 1416**

I, (WE) \_\_\_\_\_  
of \_\_\_\_\_

in the Province of British Columbia, being the registered Owner(s) of Unit \_\_\_\_\_, Bldg: \_\_\_\_\_ at  
**CHELSEA GARDENS, LMS 1416**, hereby appoint the following as my (our) proxy holder:

\_\_\_\_\_  
Or, failing him/her: \_\_\_\_\_  
Or, failing him/her: \_\_\_\_\_  
Or, failing him/her: \_\_\_\_\_  
Or, failing him/her: \_\_\_\_\_  
Or I wish to name: \_\_\_\_\_

as my (our) proxy for me (us) and on my (our) behalf at the Annual General Meeting of the Owners to be held on **Tuesday, April 23, 2024** and at any adjournment thereof.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

\_\_\_\_\_  
(OWNERS SIGNATURE ON ABOVE LINE)

**COMPLETE THIS PROXY  
AND FORWARD TO A NAMED COUNCIL MEMBER OR PERSON OF YOUR CHOICE.  
EMPLOYEES, INCLUDING THE STRATA MANAGERS, ARE NOT PERMITTED TO VOTE  
PROXIES. PROXIES MUST BE **SIGNED** BY THE OWNER GRANTING THE PROXY IN  
ORDER TO BE VALID.**