

STRATA PLAN LMS 879 – RIVERPOINTE

**STRATA COUNCIL MEETING HELD MAY 3, 2016
AT 7:00 PM IN THE LOUNGE, CAPILANO BUILDING
15150 – 108 AVENUE, SURREY BC**

The meeting originally scheduled for April 26, 2016 was rescheduled to May 3, 2016.

A. CALL TO ORDER

The meeting was called to order by the Council President, Janice McDonald, at 7:00 PM. The following were in attendance: Gary Gallant, Janice McDonald, Bill McKinnon, Pete Nichols, Maria Reid, Nick VanderWey, Peter Vardon and Carl Sloback, Strata Agent

Regrets: Karen Goodman and John Samus

B. ADOPTION OF THE PREVIOUS STRATA COUNCIL MEETING MINUTES

IT WAS MOVED AND SECONDED by Council to adopt the minutes of the Strata Council meeting held March 19, 2016 as prepared by Hugh & McKinnon Realty Ltd., Strata Agents. **MOTION CARRIED.**

C. BUSINESS ARISING FROM THE MINUTES

1. Window Trim Repairs – Quotes were received and reviewed by Council. **IT WAS MOVED AND SECONDED** by Council, to accept the quote from Start to Finish Contracting to do the south side of the lounge building and one window on the MacKenzie Building over the parking garage entrance which is missing window trim. **MOTION CARRIED.** Council will then evaluate the work and will put forward a program to do other windows as necessary. The ongoing work will be subject to a general meeting and approval by the owners.
2. Carpet Cleaning – Quotes were received and reviewed by Council. **IT WAS MOVED AND SECONDED** by Council, to accept the quote from Tuxedo Carpet Care. **MOTION CARRIED.** Work is yet to be scheduled. Notices will be posted in the elevators.
3. Window Cleaning – Window cleaning will be put on hold subject to window repairs.
4. Electronic Fobs – Quotes were received for electronic fobs for the main doorways and garage areas, and reviewed by Council. This will be further investigated and information provided will be forthcoming to the owners.
5. Remote Code Changes – Council discussed doing code changes for the garage door gate remotes periodically.

D. STRATA AGENTS REPORT

1. Financial Report

a. Financial Statements

The financial statements and invoices to March 31, 2016 were reviewed by Council Treasurer and Council Members present. After review and discussion, **IT WAS MOVED AND SECONDED** by Council, to adopt the financial statements as prepared by Hugh & McKinnon Realty Ltd., Strata Agents. **MOTION CARRIED.**

b. Accounts Receivable – The Strata Agent reviewed the accounts receivable with Council Members present.

- Two accounts which had been in arrears for large amounts have been collected and liens released on those properties.
- A third account with arrears for a large amount is in the process of legal collection.
- No further action is required.

E. CORRESPONDENCE

1. Correspondence Received – Correspondences were received by email with concerns regarding noise, smoking, garbage, balcony storage and parking stall storage. These were reviewed by Council and the Strata Agent was given direction to send letters to those owners.
2. Correspondence Sent – All correspondence sent was reviewed by Council. No further action is required.

F. NEW BUSINESS

1. It was suggested that quotes be sought for some type of mailbox security cover to further protect the owners' mailboxes.
2. Council will be doing a walking tour of the interior and exterior of the complex.
3. Subsequent to the balcony cleaning and the general clean-up, a further balcony inspection will be carried out.
4. Signage to be cleaned and the foliage around the post trimmed.
5. Council is looking into putting forward a non-smoking bylaw in the complex. This would have to be put forward to the owners at a general meeting.
6. Attached to these minutes is a copy of the Parking Bylaw and the Pet Bylaw for owners' information.
7. **Council would like to remind owners that there is a bike locker for storage of bicycles. There is a zero tolerance policy for bicycles being brought through the building to be stored in a unit.**
8. Several cleaning items and maintenance items that have been brought to the Strata Agent's attention will be forwarded to the caretaker for necessary work.
9. **Owners are reminded about the speed of vehicles in the driveway areas of the complex. The speed limit is 15 KPH. This is for safety reasons. Please obey the speed limit.**
10. Council reviewed the rental agreement for the lounge area. **IT WAS MOVED AND SECONDED** by Council to amend the rental contract. This includes: An increase in the rental fee to \$125.00; an increase in the clean-up charges to \$125.00; and an increase in the damage deposit to \$300.00. A discussion ensued. The vote was called and **THE MOTION CARRIED**. The updated rental agreement will be effective June 1, 2016. A copy of the updated Rental Agreement is attached to these minutes.

G. DATE OF NEXT MEETING

The next Strata Council Meeting is scheduled to take place Tuesday, May 31, 2016, at 7:00 PM in the lounge, Capilano Building, 15150 108 Avenue, Surrey.

H. ADJOURNMENT

There being no further business, **IT WAS MOVED AND SECONDED** by Council, to adjourn the meeting at 9:05 PM. **MOTION CARRIED**.

Compiled by:

Strata Agent: Carl Sloback, Strata Agent
Hugh & McKinnon Realty Ltd., Strata Agents
14007 – 16th Avenue, Surrey, BC V4A 1P9

Telephone: 604-541-5214
Fax: 604-531-4624
Email: strata@hughmckinnon.com

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STRATA PLAN LMS 879, RIVERPOINTE

BYLAW 38, PARKING

- 38.1 A resident shall use only the parking spaces assigned to their Strata Lot, save and except for private arrangements with other Owners for the use of parking spaces assigned to such other Owners. Assigned spaces(s) shall not be leased or rented to a non-resident.
- 38.2 No major motor vehicle repairs shall be carried out in the parking areas or any common areas. Only washing, waxing minor mechanical procedures and quiet tune-ups of residents vehicles are permitted. Motor vehicle fluid changes are not permitted.
- 38.3 A maximum speed of 10 km/hour shall apply within the common property.
- 38.4 Vehicles dripping excess oil, gasoline or any other fluids are prohibited from parking until repaired. Owners of vehicles causing staining from such fluids shall clean up the affected area immediately. If after seven (7) days of the Strata Corporation delivering notice to the responsible resident the staining has not been cleaned, the strata corporation may, in addition to any fines, clean the affected area and charge the resident for the cost of cleaning.
- 38.5 No vehicle exceeding 4000 kg.(4 tons) G. V. W. shall be parked or brought onto the common property without consent from the Strata Council, except when used in delivery to or removal of furniture and effects from the premises. Trailers, boats and recreational vehicles are not allowed to be parked on the property at any time.
- 38.6 No parking is permitted except in a designated parking space, nor shall a vehicle park or be left unattended in a manner which obstructs or infringes upon access driveways or designated "no parking", "fire lanes" or parking spaces. Improperly parked vehicles are subject to immediate tow away, without notice, at the vehicle owner's expense.
- 38.7 Use of car horns anywhere on common property is prohibited, except in an emergency.
- 38.8 Only vehicles with no less than one million dollars of third party liability insurance in force shall be allowed in the parking areas. Storage of operational vehicles with unlicensed motor vehicle liability insurance is permitted for a period of up to six months only. Proof of liability insurance on unlicensed vehicles must be forwarded to the Council c/o management company.
- 38.9 Residents may not park their vehicles in the visitor parking areas. All vehicles must park in accordance with the rules and regulations adopted by Council from time to time. Violations of the parking bylaws or rules and regulations may result in fines and/or-tow away at vehicle owner's expense.
- 38.10 Vehicles may only be washed in the designated car wash areas. Persons washing vehicles must hose down all dirt and remove excess water resulting from the vehicle washing, and replace hoses neatly.
- 38.11 No dumping of any debris or liquids into drains or on common property permitted. Violations of this bylaw will result in fines of \$200.00 and the charges for the necessary removal per incident.
- 38.12 Garage door transmitters are not to be left in vehicles parked anywhere on the common property.
- 38.13 Visitors may park their vehicles in those areas designated as visitor parking for a maximum period of no more than 48 hours or up to and not to exceed more than two (2) consecutive days and must have a valid regular parking pass displayed at all times on the dashboard of the vehicle while it is parked in a visitor parking stall. For a longer term visit to the Riverpointe complex visitors may park their vehicles in those areas designated as visitor parking for a maximum *extended* period of no more than one hundred and twenty (120) hours or up to and not to exceed five (5) consecutive days and must have a valid *extended* parking pass displayed at all times on the dashboard of the vehicle while it is parked in a visitor parking stall. Vehicles parked in violation of this bylaw may be towed away at the vehicle owner's expense.

STRATA PLAN LMS 879, RIVERPOINTE

BYLAW 5, PETS AND ANIMALS

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is common asset except in accordance with these bylaws,
- 5.2 No wildlife or livestock shall be permitted in any strata lot, limited common property, common property or on property that is a common asset,
- 5.3 An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.4 A maximum of two pets shall be permitted per strata lot.
- 5.5 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family,
- 5.6 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.7 A resident or visitor must not permit a loose or unleashed Permitted Pet at any time within or on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner
- 5.8 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner in the appropriate manner.
- 5.10 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.11 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.12 A resident who contravenes any of bylaws 5.1 to 5.11 will be subject to a \$50.00 fine.
- 5.13 Notwithstanding bylaw 5.13, a resident whose pet contravenes bylaw 5.8 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.



CLUB RENTAL AGREEMENT/POLICY

Functions are to be contained within the Club/Lounge (not in Hallways, Fitness facility/Spa or Jacuzzi areas.

Functions will be attended by residents renting the Club. Guests' actions are the responsibility of the Suite owner/renter.

Only Registered Owners in good standing with the Strata are permitted to rent the Club.
TENANTS MUST HAVE THEIR OWNERS SIGN THE CLUB RENTAL APPLICATION.

- Propping access doors open is strictly Prohibited
- Guests limited to a Maximum of 65 as per Fire Marshall
- This is a NON SMOKING FACILITY, including Patio
- FIRE LANES must be kept clear of vehicles at all times. Vehicles unloading or loading must be attended at all times
- MAXIMUM PARKING in VISITORS is two (2) vehicles. Please inform your guests that they must park on the road or risk Towing
- Commercial ventures will not be considered for Club rentals
- Rental Check in/out report to be completed by Renter and RiverPointe before start of function. Both rental fees and damage deposit to be in order
- Club/Lounge to be clear by 10 pm (Noise By-Law in effect). Please inform your guests that RiverPointe is a private residence and to respect the Quiet Enjoyment of all residents
- The Club must be cleaned up no later than 10am the next day, the Key must be returned no later than 10 am or a 2nd day rental will be charged
- If clean up is not completed RiverPointe will clean and a charge of \$125.00 per hour will be charged to owners suite
- Any problems are to be reported to the caretaker immediately
- For Security reasons the Lounge is alarmed at 11 pm – Do Not Re-enter

Failure to comply with the above will result in permanent / temporary Suspension of use of the Club and / or a fine as permitted under the bylaws

I/We acknowledge that I/We and our guests will abide by the above regulations

Date: _____ copy of policy given to applicant

Renters Signature _____

Professionally Managed By



HUGH & MCKINNON
REALTY LTD. EST. 1909

CLUB RENTAL APPLICATION/AGREEMENT

Applicants Name _____ Suite # and Building _____

I am the owner _____ renter _____ Please note the registered suite owner assumes full responsibility for this function. **Signature of owner** _____

Full Address _____

Phone Number _____ Function Date _____

Type of Function _____ Number of Guests expected _____

Check in Time _____ Check Out Time _____

- Please Read and Sign RiverPointe Club Rental Policy (attached)
- Please return completed forms to Caretaker two (2) weeks prior to function
- Please attach Club Rental Fee of **\$125.00**, equipment rental fees and damage deposit of **\$300.00** made payable to Strata Plan LMS 0879
- Upon acceptance of your Club Rental application, you will be notified by the Caretaker to make arrangements for key pick up/drop off and Club inspection and check in/out.

FOR OFFICE USE ONLY:

Received from _____ for the amount of \$ _____ cash/cheque for Club Rental and Damage deposit for event on (date) _____ Caretaker _____

Rental Approved: Yes _____ No: _____ If no, state reasons _____

Professionally Managed By



CLUB RENTAL CHECK IN/CHECK OUT

G - Good
 F - Fair
 B - Bad
 R - Repair

CHECK IN
 Comments

CHECK OUT
 Comments

Kitchen	Range						
	Oven						
	Refrigerator						
	Counter Tops						
	Cupboards						
	Drawers						
	Walls/Ceilings						
	Lights						
Bathroom	Floors						
	Sink						
	Toilet						
	Floors						
Lounge	Walls/Ceilings						
	Carpets						
	Blinds						
	Windows						
	Furniture						
	TV/VCR						
	Walls/Ceilings						
	Baseboards						
	Fireplace						
	Artwork						
	Lamps						
Patio	other						
	Patio						
	Total Applicable Charges						

I/We herby acknowledge that I/We have inspected the Lounge and I/We accept that it is in the condition recorded above.

Date: _____

Owner: _____

Resident: _____

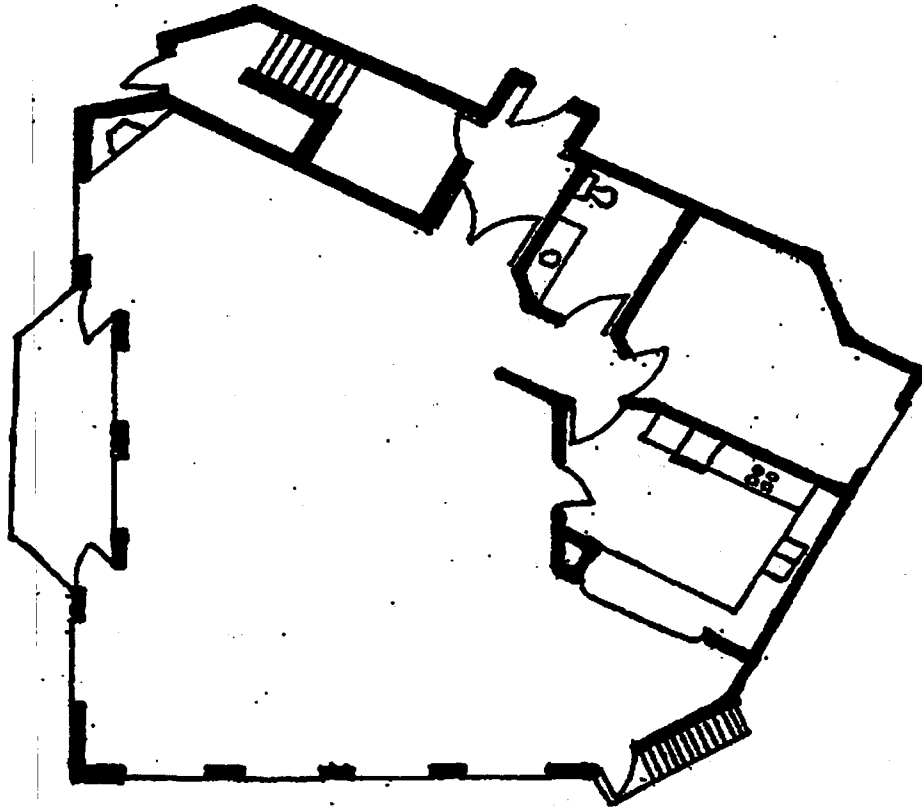
Caretaker: _____

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 REALTY LTD. EST. 1919

CLUB RENTAL ROOM PLAN



PLEASE INDICATE PROBLEM AREAS AND INITIAL SAME.

INSPECTION REPORT: Please indicate damage, spills, cleanliness as found prior to and after rental.

Renter In: _____ Renter Out: _____

Caretaker: _____ Caretaker: _____

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REALTY LTD. EST. 1909

**Income Statement
Riverpointe - LMS879
March 2016
3 months ended**

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Prepared For:
Strata Plan LMS879

Prepared By:
HUGH & MCKINNON REALTY LTD.
Telephone: 604 531-1909
14007 - 16 AVENUE
SURREY, BC V4A 1P9

	Month to Date	%	Year to Date	%
INCOME				
Maintenance Fees	73,307.38	0	219,922.14	0
Interest Income	26.01	0	69.56	0
Other Income	0.00	0	633.76	0
Caretaker Suite Income	1,050.00	0	3,150.00	0
Interest @ 10% per annum	124.82	0	380.44	0
Move in fee	300.00	0	700.00	0
Parking Income	420.00	0	1,260.00	0
Clubhouse Rental	250.00	0	700.00	0
Transfer from Surplus	2,666.66	0	8,000.01	0
TOTAL INCOME	78,144.87	0	234,815.91	0
EXPENSES				
Building Maintenance	1,105.96	0	-16,408.97	0
Equipment Maintenance	0.00	0	-5,000.00	0
Janitorial/Supplies	115.85	0	266.38	0
Fire & Safety Equipment	0.00	0	-3,725.53	0
Pest Control	168.00	0	252.00	0
Landscaping Contract	5,175.45	0	15,526.35	0
Landscape Improvements	6,277.95	0	-222.05	0
Snow Removal	0.00	0	540.75	0
Gate Maintenance	0.00	0	151.20	0
Management Fees	5,237.00	0	15,000.00	0
Security	1,300.00	0	3,820.00	0
Insurance	9,253.66	0	27,760.98	0
Electricity	2,500.00	0	14,439.89	0
Gas	13,974.59	0	28,514.03	0
Garbage Removal	3,136.91	0	9,594.48	0
Enterphone	193.60	0	780.30	0
Elevator	2,330.10	0	4,835.44	0
Office/Council Expenses	528.79	0	820.95	0
Bank Charges	52.50	0	157.50	0
Clubhouse-Rep/Maint	196.16	0	-9,117.90	0
Telephone/Pager	67.20	0	391.77	0
Caretaker Salaries	3,254.00	0	9,464.42	0
Relief Caretaker	4,385.60	0	12,168.00	0
Caretaker Benefits	306.40	0	982.23	0
Caretaker Suite Fees/Expenses	319.26	0	874.50	0
Caretaker Suite Property Taxes	528.00	0	528.00	0
Contingency Reserve	14,333.34	0	37,500.00	0
TOTAL EXPENSES	74,740.32	0	149,894.72	0
NET INCOME	3,404.55	0	84,921.19	0

**Balance Sheet
Riverpointe - LMS879
March 2016**

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ASSETS

Bank-Operating	2,722.88
Bank-Contingency Reserve	188,006.87
Petty Cash	200.00
Accounts Receivable-Owners	22,581.28
Accounts Receivable-Insurance Claim	3,885.00
Caretaker Suite	120,198.72

TOTAL ASSETS 337,594.75

LIABILITIES

Accounts Payable	72,540.49
Receiver General Payable	852.78
WCB Payable	222.33
Security Deposit-CT suite	525.00
Accrued Payable-Roof Levy	<u>-234,795.35</u>
TOTAL LIABILITIES	-160,654.75

OWNERS EQUITY

RESERVES:

CRF-Previous Years	230,093.63
CRF-Current Year Contributions	37,500.00
CRF-Interest Current Year	<u>413.24</u>
Total CRF Funds	<u>268,006.87</u>

TOTAL RESERVES 268,006.87

Owners Equity Caretaker Suite	120,198.72
Profit/Loss Year-To-Date	84,921.19
Profit/Loss Prior Years	25,122.72

TOTAL LIABILITIES & EQUITY 337,594.75