## WESTSEA CONSTRUCTION LTD.

Suite 2108 – 1330 Harwood Street Vancouver, BC V6E 1S8 Telephone (604) 681 – 2727

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All Leaseholders of Orchard House 647 Michigan Street Victoria, BC V8V 1S9

October 9, 2024

Dear Leaseholder(s)

## Re: Orchard House Operating Expense Budget for the year 2025.

Please be advised that Westsea Construction Ltd. ("Westsea") has finalized your operating expense budget for the year 2025. The estimated operating expense budget for 2025 is \$2,060,066.00

The audit of Actual Operating Expenses for the year ending December 31, 2024 will take place in the second quarter of 2025. Upon completion of the 2024 audit by our accountants, all leaseholders will receive a copy of the report with a summary of the year's expenses. Assessments or refunds will follow according to each leaseholder's unit share entitlement pursuant to the Orchard House Lease (the "Lease").

Your monthly fees to cover the 2025 estimated Operating Expenses are as follows:

Suites ending '01	\$ 796.04	Suites – 310, 510, 710, 910	\$ 1,155.35	
Suite 102	\$820.59	1110, 1410, 1610,		
		1810, 2010, & 2210		
Suites ending in '02 & 03	\$ 780.59			
Suites ending in '04 &'09	\$ 780.59			
Suites ending in '05	\$ 1,149.00	Suites - 210, 410, 610, 810	\$ 1,087.89	
Suites ending in '06	\$ 766.52	1010, 1210, 1510		
Suites ending in '07 & 08	\$ 585.92	1710, 1910, 2110 & 2310		

Please provide 12 post dated cheques (starting Jan 1, 2025), payable to Westsea Construction Ltd. Please include your File number on your cheques.

Each leaseholder is responsible for their pro-rated share of the Operating Expenses as noted above and defined in the Lease. Monthly payments as noted are due the first day of every month and are to be dated for the 1st of every month.

Regards,

WESTSEA CONSTRUCTION LTD.

Per Stan Andrews, Property Manager Encl.

Notes + comments Rollow.

## Comments on the 2025 O.H. budget and attached "Other Matters" sheets

- \* The budget sheet, as always, provides no line-item information, so from my condominium and municipal governance point of view is not really a budget.
- \* The budget page second paragraph refers to refunds in the event less money is spent than is collected. Westsea stopped this practice years ago, instead following what the head lease allows, which is to apply a small (and rare) surplus to the following year's budget.
- \* A few clauses of the head lease are re-printed on pages following the budget page, and again make a hash of Article 4.03, which muddle I pointed out in writing to the company a couple of years ago. If you want to know what the wear-and-tear exception clause actually says, refer to your copy of the Lease.
- \* We are again cautioned to not park in visitor parking stalls; there are no such stalls.
- \* We are cautioned not to flush "cat letter" (sic) down the drains, but of course pets are not allowed.
- \* We are prohibited from holding social events on common property, which is petty, and from using the Orchard House name for leaseholder social events off-site. There is no legal authority for the latter, so we ignore it.

-Gerald Rotering 10 October 2024