

PACIFIC POINT – PHASE 2

DISCLOSURE STATEMENT

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

February 19, 2013

Disclosure Statement with respect to an offering by Bosa Development (Pacific Point) Inc. (the “Developer”) for the sale of certain strata lots located at 1323 Homer Street in Vancouver, British Columbia, in a development known as “Pacific Point” (the “Development”).

DEVELOPER

Name:	Bosa Development (Pacific Point) Inc.
Business Address and Address for Service of Developer:	#500 - 1901 Rosser Avenue Burnaby, B.C. V5C 6S3

BROKERAGE OF DEVELOPER

Name:	Magnum Projects Ltd.
Business Address:	#401 – 128 West Pender Street Vancouver, B.C. V6B 1R8

In addition to using Magnum Projects Ltd. to market the Phase 2 Residential Lots (as defined in section 2.1), the Developer may also utilize the services of other licensed realtors. The Developer reserves the right to change its agent or appoint additional agents from time to time. The Developer may also market some of the Phase 2 Residential Lots itself. Any employees of the Developer who market the Phase 2 Residential Lots on behalf of the Developer may not be, and are not required to be, licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of purchasers.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the Purchase Agreement. That information has been drawn to the attention of _____ [insert purchaser’s name] who has confirmed that fact by initializing the space provided here _____.

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

RIGHT OF RESCISSION

UNDER SECTION 21 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*, THE PURCHASER OR LESSEE OF A DEVELOPMENT UNIT MAY RESCIND (CANCEL) THE CONTRACT OF PURCHASE AND SALE OR CONTRACT TO LEASE BY SERVING WRITTEN NOTICE ON THE DEVELOPER OR THE DEVELOPER'S BROKERAGE, WITHIN SEVEN (7) DAYS AFTER THE LATER OF THE DATE THE CONTRACT WAS ENTERED INTO OR THE DATE THE PURCHASER OR LESSEE RECEIVED A COPY OF THIS DISCLOSURE STATEMENT.

A PURCHASER MAY SERVE A NOTICE OF RESCISSION BY DELIVERING A SIGNED COPY OF THE NOTICE IN PERSON OR BY REGISTERED MAIL TO:

- (a) THE DEVELOPER AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER,**
- (b) THE DEVELOPER AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT,**
- (c) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER, OR**
- (d) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT.**

THE DEVELOPER MUST PROMPTLY PLACE PURCHASERS' DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR PURCHASE AGREEMENT IN ACCORDANCE WITH THE *REAL ESTATE DEVELOPMENT MARKETING ACT* AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.

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1. DEVELOPER

1.1 Particulars of Formation

The Developer is a British Columbia company incorporated under the *Business Corporations Act* (British Columbia) on March 9, 2012 under incorporation number BC0934940.

1.2 Purpose of Formation

The Developer was formed in order to acquire the Commercial Lots (as defined in section 2.1) and the Phase 2 Residential Lots and to renovate and sell the Phase 2 Residential Lots. The Commercial Lots and the Phase 2 Residential Lots are the only assets of the Developer.

1.3 Registered and Records Office

The registered and records office of the Developer is #1600 – 1095 West Pender Street, Vancouver, B.C. V6E 2M6.

1.4 Directors

The sole director of the Developer is Natale Bosa.

1.5 Background of Developer

(a) Experience

While the Developer was formed and constituted specifically for the purpose described in section 1.2 above, the officers and director of the Developer have over 60 years of combined experience in constructing and developing commercial and residential real estate projects throughout the Lower Mainland of British Columbia, Vancouver Island, Whistler, Calgary, San Diego, San Francisco, Orange County, Maui, Oregon and Washington State.

(b) Regulatory Proceedings

- (i) The Developer is not aware, to the best of its knowledge, that the Developer or any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (ii) The Developer is not aware, to the best of its knowledge, that the Developer or any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure

Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, the other developer was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) Bankruptcy / Insolvency

- (i) The Developer is not aware, to the best of its knowledge, that the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.
- (ii) The Developer is not aware, to the best of its knowledge, that the Developer or any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, the other developer was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

The Developer is not aware, to the best of its knowledge, of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Strata Lots in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision, except for the following:

- (a) The Development includes the Commercial Lots. The Developer, its partners or one or more companies affiliated with the Developer and/or its partners (the "**Commercial Lot Owner**") may elect to retain the Commercial Lots and may use, occupy, lease or transfer the Commercial Lots on terms established by the Commercial Lot Owner.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

The Development is located at 431 Pacific Avenue/1331 – 1323 Homer Street in Vancouver, B.C. The Development consists of two phases, being Phase 1 (“**Phase 1**”), which is located at 431 Pacific Avenue/1331 Homer Street, Vancouver, B.C. and which consists of 152 residential strata lots (the “**Phase 1 Residential Lots**”), 11 commercial strata lots (the “**Phase 1 Commercial Lots**”) and an underground parking facility, and Phase 2 (“**Phase 2**”), which is located at 1323 Homer Street, Vancouver, B.C. and which consists of 214 residential strata lots (the “**Phase 2 Residential Lots**”), two commercial strata lots (the “**Phase 2 Commercial Lots**”) and an underground parking facility. Phase 1 was completed in 1988 and Phase 2 was completed in 1992. Since 1992, the Phase 2 Residential Lots have operated as a residential rental building.

The Phase 1 Residential Lots and the Phase 2 Residential Lots are together referred to herein as the “**Residential Lots**”, the Phase 1 Commercial Lots and the Phase 2 Commercial Lots are together referred to herein as the “**Commercial Lots**”, and the Residential Lots and the Commercial Lots are together referred to herein as the “**Strata Lots**”.

The Developer acquired the Commercial Lots and the Phase 2 Residential Lots from Pacific Point Development Corporation (the “**Original Developer**”) on April 26, 2012 and commenced renovations of certain of the Phase 2 Residential Lots on May 15, 2012. The Developer is marketing only the Phase 2 Residential Lots pursuant to this Disclosure Statement.

Each purchaser will own his or her Phase 2 Residential Lot, together with a proportionate share of the common property (the “**Common Property**”) of the Development. The Common Property is comprised of all the land and buildings outside the individual Strata Lots but contained within the Development.

Titles for the individual Strata Lots were created by the deposit of final surveyed Phase 1 and Phase 2 strata plans (the “**Phase 1 Strata Plan**” and the “**Phase 2 Strata Plan**”, respectively, and together, the “**Strata Plan**”) for the Development (copies of which are attached as Exhibit A-1 and Exhibit A-2 to this Disclosure Statement) in the Lower Mainland Land Title Office (the “**Land Title Office**”). The Strata Lots are legally described as follows:

The Phase 1 Residential Lots

City of Vancouver
Strata Lots 1–152
False Creek
Strata Plan VR2540

The Phase 1 Commercial Lots

City of Vancouver
Strata Lots 153–163
False Creek
Strata Plan VR2540

The Phase 2 Commercial Lots

City of Vancouver
Strata Lots 164–165
False Creek
Strata Plan VR2540

The Phase 2 Residential Lots

City of Vancouver
Strata Lots 166–379
False Creek
Strata Plan VR2540

The layout of the Development and the dimensions and location of the Strata Lots are set out on the Strata Plan.

The Developer is proceeding with significant renovations of the interiors of the Phase 2 Residential Lots and certain Phase 2 Common Property mechanical, electrical and elevator renovations (collectively, the “**Renovations**”)

2.2 Permitted Use

The zoning applicable to the Development is Comprehensive Development CD-1 (182) (an excerpt from the City’s zoning bylaw which includes a description of Comprehensive Development CD-1 (182) zoning is attached as Exhibit F), which zoning permits the Development. The permitted use of the Strata Lots includes, among other things, residential, office commercial, retail, public, institutional, social recreation, cultural, parks and open space purposes, and other purposes ancillary to such purposes. See Exhibit F for a complete description of the uses permitted under CD-1 (182) Comprehensive Development zoning.

Although none of the documentation relating to the applicable zoning specifically prohibits the Phase 2 Residential Lots from being used for commercial purposes or other purposes not ancillary to residential purposes, the Bylaws (as defined in section 3.5) provide that an owner must not use a Strata Lot in a way that is contrary to a purpose for which the Strata Lot is intended as shown expressly or by necessary implication on or by the Strata Plan.

2.3 Phasing

The Development was constructed in two phases. Phase 1 consists of the Phase 1 Residential Lots and the Phase 1 Commercial Lots. Phase 2 consists of the Phase 2 Residential Lots and the Phase 2 Commercial Lots. The Developer is only offering the Phase 2 Residential Lots pursuant to this Disclosure Statement. The approving officer for the City of Vancouver indicated his approval of the phasing of the Development by signing the Strata Plan.

3. STRATA LOT INFORMATION

3.1 Unit Entitlement

The unit entitlement (the “**Unit Entitlement**”) of each Strata Lot is a figure indicating its share in the Common Property and assets of the Development and is used to determine each Strata Lot owner’s contribution to common expenses. The Unit Entitlement of each Residential Lot is based on the habitable area of the Residential Lot, rounded to the nearest whole number, including enclosed balconies which are part of the Phase 2 Residential Lots and as shown on the Strata Plan, but excluding any non-living area such as a balcony or terrace, underbuilding storage area or parking stall. The Unit Entitlement of the Commercial Lots is based on the total area of each Commercial Lot. Schedules of the final unit entitlement of the Strata Lots are included in the Phase 1 Strata Plan and the Phase 2 Strata Plan attached to this Disclosure Statement as Exhibit A-1 and Exhibit A-2, respectively.

3.2 Voting Rights

There is one Strata Corporation in respect of the Strata Lots. The Strata Corporation is divided into residential and commercial sections (the “**Residential Section**” and the “**Commercial Section**”, respectively). Each Residential Lot within the Development has one vote in the Strata Corporation. The voting rights allocated to the Commercial Lots are included in the Phase 1 Strata Plan and the Phase 2 Strata Plan attached to this Disclosure Statement as Exhibit A-1 and Exhibit A-2, respectively.

3.3 Common Properties and Facilities

(a) Common Property

- (i) Each of the Strata Lot owners is entitled to a proportionate share of the Common Property of the Development and the common facilities and other assets of the strata corporation (the “**Strata Corporation**”) which was created upon deposit of the Phase 1 Strata Plan in the Land Title Office, which the owners of the Strata Lots own as tenants in common. While the Development is a phased development and the owners of the Strata Lots own the Common Property as tenants in common, Phase 1 and Phase 2 are effectively run (to the extent permitted under the *Strata Property Act*) as separate stand-alone developments.
- (ii) Phase 1 includes certain amenities (the “**Phase 1 Amenity Facilities**”), generally as shown on the Phase 1 Strata Plan.
- (iii) Phase 2 includes amenities consisting of an exercise room, a meeting room, a lap pool, yoga area, sauna, hot tub, laundry facilities, a residents’ lounge and the lobby (the “**Phase 2 Amenity Facilities**”), generally as shown on the Phase 2 Strata Plan.
- (iv) As shown on the Phase 1 Strata Plan, the Phase 1 Amenities are designated as Limited Common Property (as defined in section 3.4) for the Phase 1 Residential Lots. As shown on the Phase 2 Strata Plan, the

Phase 2 Amenities are designated as Limited Common Property for the Phase 2 Residential Lots. Accordingly, owners of Phase 1 Residential Lots will have no access to the Phase 2 Amenities and vice-versa.

(b) Other Common Property

The Common Property of the Development also includes the following (some of which is designated as Limited Common Property, as defined in section 3.4) as described elsewhere in this Disclosure Statement or as shown on the Strata Plan:

- (i) parking stalls;
- (ii) elevators;
- (iii) elevator machine room;
- (iv) bicycle storage rooms;
- (v) storage lockers;
- (vi) hot water tank room;
- (vii) mechanical and fire prevention equipment necessary for the operation of the Development;
- (viii) landscaping;
- (ix) corridors;
- (x) staircases;
- (xi) lobbies;
- (xii) electrical room;
- (xiii) janitor room;
- (xiv) garbage room;
- (xv) emergency generator rooms;
- (xvi) mail room;
- (xvii) telephone room;
- (xviii) mechanical area; and
- (xix) front desk/security office.

The estimated costs of operating and maintaining the Common Property are shared by the owners of the Strata Lots on the basis of the Unit Entitlement (see section 3.1) of the Strata Lots and Bylaws 37 and 38 (as defined in section 3.8(b)), and included in their monthly assessments (see section 3.8).

The Development also includes additional service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, emergency generator systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates and other such facilities and equipment which may not be depicted on the Strata Plan attached as Exhibit A-1 and Exhibit A-2 to this Disclosure Statement.

3.4 Limited Common Property

Limited Common Property (“**Limited Common Property**”) is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners, as shown on the Strata Plan or designated by resolution. Strata Lot owners will be responsible for maintaining and repairing Limited Common Property which they use, except the following which the Strata Corporation must maintain and repair:

- repair and maintenance that in the ordinary course of events occurs less than once a year;
- the structure and exterior of the building;
- chimneys, stairs, balconies, trellises and other things attached to the exterior of a building;
- doors, windows or skylights on the exterior of a building or that front on the Common Property;
- fences, railings and similar structures that enclose balconies, terraces patios and decks; and
- parking, whether or not it is designated as Limited Common Property.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property are allocated to the Strata Lots entitled to use that Limited Common Property. See section 3.8(b) for a further description of how common expenses are allocated.

The areas shown as outdoor balconies, terraces, gazeboes and patios on the Strata Plan are designated Limited Common Property for the appurtenant Strata Lot.

A designation of Limited Common Property on the Strata Plan may only be removed by unanimous resolution of the members of the Strata Corporation.

3.5 Bylaws

A copy of the consolidated bylaws (the “**Bylaws**”) of the Strata Corporation are attached as Exhibit C to this Disclosure Statement. Exhibit C is a consolidation (prepared by the Property Manager) of those Strata Corporation bylaws which have been filed at the Land Title Office and are in force. The Bylaws impose restrictions on pets (see bylaw 3(3)) and the use of the Strata Lots (see bylaws 3 and 5).

3.6 Parking and Storage

Phase 2 includes approximately 220 parking stalls (the “**Phase 2 Parking Stalls**”) within a five level underground parking facility (the “**Parking Facility**”) located below Phase 1 and Phase 2. The Phase 1 parking stalls are also included within the Parking Facility but the owners of the Phase 2 Strata Lots will have no access to the Phase 1 Parking Stalls and vice-versa.

Phase 2 also includes approximately 206 individual storage lockers (the “**Phase 2 Residential Storage Lockers**”) within the Parking Facility.

Pursuant to Covenant BF63939 in favour of the City of Vancouver (as described in subsection 4.3(b)(i)), 23 of the Phase 2 Parking Stalls (the “**Visitor Parking Stalls**”) must be reserved for the use of visitors of the owners and occupiers of the Phase 2 Residential Lots between 7:00 p.m. and 7:00 a.m.

Prior to the conveyance of a Phase 2 Residential Lot to a purchaser, resolutions will be passed by a 3/4 vote at a Strata Corporation special general meeting pursuant to which:

- (a) approximately 210 of the Phase 2 Parking Stalls (the “**Phase 2 Residential Parking Stalls**”) will be designated as Limited Common Property for certain specific Phase 2 Residential Lots, to be allocated by the Developer in its sole discretion;
- (b) approximately ten of the Phase 2 Parking Stalls (the “**Phase 2 Commercial Parking Stalls**”) will be designated as Limited Common Property for the Phase 2 Commercial Lots, to be allocated by the Developer in its sole discretion; and
- (c) the Phase 2 Residential Storage Lockers will be designated as Limited Common Property for certain specific Phase 2 Residential Lots, to be allocated by the Developer in its sole discretion.

The Phase 2 Commercial Parking Stalls comprise a portion of the Visitor Parking Stalls and accordingly, the owners, occupants and invitees of the Phase 2 Commercial Lots may not use the Phase 2 Commercial Parking Stalls between 7:00 p.m. and 7:00 a.m.

Each Phase 2 Residential Lot may be allocated the use of zero, one or more than one Phase 2 Residential Parking Stall and/or Phase 2 Residential Storage Locker as Limited Common Property depending on the purchaser’s agreement with the Developer with respect to such Phase 2 Residential Lot. Purchasers should be aware that not every Phase 2 Residential Lot will be allocated a Phase 2 Residential Parking Stall and/or a Phase 2 Residential Storage Locker.

The Developer reserves the right to allocate the use of any available Phase 2 Parking Stalls and/or Phase 2 Residential Storage Lockers, to the owners and occupants of the Phase 2 Residential Lots, the Strata Corporation, the owners and occupants of the Commercial Lots and/or to any other person while any are available on the terms established from time to time by the Developer. The owners and occupants of the Phase 2 Residential Lots will not have the right to use any of the Phase 2 Parking Stalls or the Phase 2 Residential Storage Lockers unless they have been allocated the right to the exclusive use in respect of such Phase 2 Parking Stall(s) or Phase 2 Residential Storage Locker(s).

A certain number of the Phase 2 Parking Stalls are smaller in size and/or have a more limited overhead capacity than the balance of the Phase 2 Parking Stalls and may be designated for use by small cars only.

Certain of the Phase 2 Parking Stalls are numbered on the Phase 2 Strata Plan, however these numbers do not reflect any specific allocation of such stalls and do not indicate that a certain Phase 2 Residential Lot will have the use of a particular Phase 2 Parking Stall.

If the Developer deems it more appropriate, at its option, the Developer may grant to the owners of the Phase 2 Residential Lots rights of use to the Phase 2 Parking Stalls and/or Phase 2 Residential Storage Lockers substantially similar to the rights described above, by the implementation of a different legal structure.

3.7 Furnishings and Equipment

(a) Strata Lots

Except as otherwise provided for in this subsection 3.7(a), the following appliances and equipment will be included in the purchase of each Phase 2 Residential Lot:

- (i) refrigerator;
- (ii) electric cooktop/electric oven;
- (iii) dishwasher;
- (iv) microwave;
- (v) hood fan;
- (vi) electric washer and dryer.

Studio Strata Lots, being Strata Lots 325, 328, 333, 336, 341, 344, 349, 352, 357, 360, 365, 368, 373 and 376, will not include a microwave. Any social services tax payable in respect of such equipment and appliances is included in the purchase price for the applicable Phase 2 Residential Lot.

3.8 Budget

(a) Expenses

- (i) Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot. Property taxes are levied by and payable to the City.
- (ii) The Strata Corporation will pay for the supply of sewage disposal and domestic hot and cold water to the Strata Lots, and the costs thereof will be allocated amongst the owners of the Strata Lots in accordance with their Unit Entitlement and Bylaws 37 and 38 and included in the monthly assessments.

- (iii) The aggregate cost of the following utilities used for the Common Property will be paid by the Strata Corporation and the cost will be allocated to the owners of the Strata Lots in accordance with their Unit Entitlement and Bylaws 37 and 38 and included in the monthly assessments:

- A. all utilities for the Common Property; and
- B. security monitoring of the Common Property.

- (iv) Except for the utilities listed in paragraph 3.8(a)(ii) and (iii) above, all utilities will be separately metered for each of the Strata Lots and will be the responsibility of each Strata Lot owner, including but not limited to electricity, telephone, cable and internet.

(b) Allocation of Expenses.

The Strata Corporation passed a resolution at a special general meeting held on January 24, 2008 which changed the way each Strata Lot's share of strata fees and special levies are allocated. This method of allocation is set out in Bylaws 37 and 38 ("**Bylaws 37 and 38**") which are included in the Bylaws attached as Exhibit C to this Disclosure Statement, and which are summarized below.

In this section "Common Areas" means:

- common areas used primarily by or for the primary benefit of the occupiers of certain Strata Lots (whether Phase 1 Residential Lots, Phase 1 Commercial Lots, Phase 2 Residential Lots or Phase 2 Commercial Lots) including areas designated as Limited Common Property for those Strata Lots; and
- the exterior portions of certain Strata Lots (whether Phase 1 Residential Lots, Phase 1 Commercial Lots, Phase 2 Residential Lots or Phase 2 Commercial Lots) and of the common areas used primarily by or for the primary benefit of the occupiers of those Strata Lots including areas designated as Limited Common Property for those Strata Lots.

(i) *Phase 1 Residential*

Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase 1 Residential Lots Common Areas including, but not limited to:

- A. utilities including, but not limited to water, electricity, heating and air conditioning;
- B. insurance;
- C. legal and accounting services;

- D. landscaping;
- E. property management services;
- F. consulting and/or inspection services;
- G. maintenance, repairs, replacements, additions or improvements to the Phase 1 Residential Lots Common Area;
- H. all costs of operation, repair, maintenance and replacement of the elevators in Phase 1, including electrical consumption; and
- I. all costs of any recreational facilities in Phase 1 including, without limitation, electrical consumption, maintenance, repair and supervision of these areas and costs of repair, maintenance, purchase or replacement of equipment and furnishings in these area,

shall be borne by the owners of the Phase 1 Residential Lots in the proportion that the Unit Entitlement of each Phase 1 Residential Lot bears to the aggregate of the Unit Entitlement of all Phase 1 Residential Lots.

(ii) *Phase 1 Commercial*

Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase 1 Commercial Lots Common Areas including, but not limited to:

- A. utilities including, but not limited to water, electricity, heating and air conditioning;
- B. insurance;
- C. legal and accounting services;
- D. landscaping,
- E. property management services;
- F. consulting and/or inspection services;
- G. maintenance, repairs, replacements, additions or improvements to the Phase 1 Commercial Lots Common Areas;

but excluding:

- H. any costs relating to the elevators in Phase 1; and
- I. any costs relating to the recreational facilities in Phase 1,

shall be borne by the owners of the Phase 1 Commercial Lots in the proportion that the Unit Entitlement of each Phase 1 Commercial Lot bears to the aggregate of the Unit Entitlement of all Phase 1 Commercial Strata Lots.

Subject to section 3.8(b)(vi), expenses for material, equipment or services supplied or to be supplied, to Phase 1, that are not supplied, or to be supplied, exclusively to the Phase 1 Residential Lots Common Areas or exclusively to the Phase 1 Commercial Lots Common Areas, shall be borne by the owners of both the Phase 1 Residential Lots and the Phase 1 Commercial Lots in the proportion that the Unit Entitlement of each Strata Lot in Phase 1 bears to the aggregate of the Unit Entitlement of all Strata Lots in Phase 1.

(iii) Phase 2 Residential

Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase 2 Residential Lots Common Areas including, but not limited to:

- A. utilities including, but not limited to water, electricity, heating and air conditioning;
- B. insurance;
- C. legal and accounting services;
- D. landscaping,
- E. property management services;
- F. consulting and/or inspection services;
- G. maintenance, repairs, replacements, additions or improvements to the Phase 2 Residential Lots Common Areas;
- H. all costs of operation, repair, maintenance and replacement of the elevators in Phase 2, including electrical consumption; and
- I. all costs of any recreational facilities within Phase 2 including, without limitation, electrical consumption, maintenance, repair and supervision of these areas and costs of repair, maintenance, purchase or replacement of equipment and furnishings in these areas,

shall be borne by the owners of the Phase 2 Residential Lots in the proportion that the Unit Entitlement of each Phase 2 Residential Lot bears to the aggregate of the Unit Entitlement of all Phase 2 Residential Lots.

(iv) *Phase 2 Commercial*

Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase 2 Commercial Lots Common Areas including, but not limited to:

- A. utilities including, but not limited to water, electricity, heating and air conditioning;
- B. insurance;
- C. legal and accounting services;
- D. landscaping,
- E. property management services;
- F. consulting and/or inspection services;
- G. maintenance, repairs, replacements, additions or improvements to the Phase 2 Commercial Lots Common Areas;

but excluding:

- H. any costs relating to the elevators in Phase 2; and
- I. any costs relating to the recreational facilities in Phase 2,

shall be borne by the owners of the Phase 2 Commercial Strata Lots in the proportion that the Unit Entitlement of each Phase 2 Commercial Lot bears to the aggregate of the Unit Entitlement of all Phase 2 Commercial Strata Lots.

- (v) Subject to Section 3.8(b)(vi), expenses for material, equipment or services supplied, or to be supplied to Phase 2, that are not supplied, or to be supplied, exclusively to the Phase 2 Residential Lots Common Areas or exclusively to the Phase 2 Commercial Lots Common Areas, shall be borne by the owners of both the Phase 2 Residential Lots and the Phase 2 Commercial Lots in the proportion that the unit entitlement of each Strata Lot in Phase 2 bears to the aggregate of the Unit Entitlement of all Strata Lots in Phase 2.
- (vi) Subject to Section 3.8(b)(vii), expenses for material, equipment or services that are not supplied, or to be supplied, exclusively to Phase 1 or exclusively to Phase 2, shall be borne by the owners of all Strata Lots in both Phase 1 and Phase 2 in the proportion that the Unit Entitlement of each Strata Lot bears to the aggregate of the Unit Entitlement of all Strata Lots.

(vii) Expenses for material equipment or services as set out above shall not be incurred for, or supplied to, both Phase 1 and Phase 2 unless such expense is approved in advance by:

A. a 3/4 vote of the owners of the Phase 1 Residential Lots and the Phase 1 Commercial Lots, and

B. a 3/4 vote of the owners of the Phase 2 Residential Lots and the Phase 2 Commercial Lots.

(c) Budgets

At each annual general meeting of the Strata Corporation, the Strata Corporation will approve a new Strata Corporation budget for the following 12-month period. The Strata Corporation budget will consist of a budget for Phase 1 and a budget for Phase 2 (the "**Phase 2 Budget**"), each of which will be separately identified and will be the subject of a separate vote by the owners of the Strata Lots within the applicable phase at the annual general meeting, together with the projected common expenses of the Strata Corporation for expenses for material, equipment or services that are not supplied exclusively to Phase 1 or exclusively to Phase 2. The Developer has been made aware that historically the costs (the "**Planter Costs**") for maintaining the planter at the front driveway entrance for the Development have been borne by the owner of Phase 2. Accordingly, such costs have been budgeted for in the interim budget attached as Exhibit B. However, the Developer believes that the Planter Costs should be shared among the Phase 1 and Phase 2 Owners, and the Phase 2 owners may want to consider seeking clarification on this point from the Strata Corporation in the future.

(d) Interim Budget

The interim budget for Phase 2, broken down between the Phase 2 Residential Lots and the Phase 2 Commercial Lots, for the 12 month period commencing on the first day of the month following the date of the first conveyance of a Phase 2 Residential Lot to a purchaser, based upon similar projects and current estimates, is attached as Exhibit B to this Disclosure Statement. The actual costs may vary from those set out in the interim budget as they are outside the control of the Developer.

Exhibit B sets out the estimated monthly assessments for the Phase 2 during the 12 month period following the first conveyance of a Phase 2 Residential Lot. Operating expenses in the interim budget have been allocated to the owners of the Phase 2 Residential Lots and the Phase 2 Commercial Lots in accordance with the *Strata Property Act* and the Bylaws of the Strata Corporation and included in their monthly assessments. The actual monthly assessments for the initial operating year for Phase 2 will be adjusted when the Strata Corporation approves a new budget, in respect of Phase 2, at the next annual general meeting of the Strata Corporation following the first conveyance of a Phase 2 Residential Lot.

(e) Contingency Reserve Fund

Pursuant to the requirements of the *Strata Property Act* and Bylaws 37 and 38, the Strata Corporation is required to maintain contingency reserve funds for Phase 1 and for Phase 2. A contingency reserve fund is established to pay for common area expenses that usually occur less often than once a year or do not usually occur. The Developer will make a one-time contribution to the Phase 2 fund at the time of the first conveyance of a Phase 2 Residential Lot to a purchaser of not less than 25% of the estimated operating expenses as set out in the interim budget attached as Exhibit B to this Disclosure Statement.

The Phase 2 interim budget of the Strata Corporation attached hereto as Exhibit B includes a contingency reserve fund component of 5% of the estimated operating expenses (which is in addition to the amount contributed by the Developer). However, at the annual general meeting of the Strata Corporation following the conveyance of a Phase 2 Residential Lot to a purchaser, the Phase 2 owners can approve a different amount.

(f) Interim Budget Shortfalls

If the actual Phase 2 expenses for the period commencing the first day of the month following the date of the first conveyance of a Phase 2 Residential Lot to a purchaser until the next annual general meeting of the Strata Corporation (at which a new budget is approved), exceed the estimated expenses for that period set out in the interim Phase 2 budget attached as Exhibit B, the *Strata Property Act* requires the Developer to pay the shortfall to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the shortfall, the *Strata Property Act* would require the Developer to pay the Strata Corporation a penalty in the amount of twice the shortfall if the actual expenses are more than 10% but less than 20% greater than the estimated expenses set out in the interim budget, and three times the shortfall if the actual expenses are more than 20% greater than the estimated expenses set out in the interim Phase 2 budget.

These provisions of the *Strata Property Act* only apply to the interim Phase 2 budget attached as Exhibit B, and not to any subsequent annual Phase 2 budget for the Strata Corporation approved at the first annual general meeting of the Strata Corporation or any subsequent annual general meeting.

3.9 Utilities and Services

The Development is serviced by a water system, electricity, sewerage, gas, garbage collection, fire protection, telephone, cablevision and road access. The wires, cables and other equipment (the “**Telecommunications Equipment**”) for the provision of telephone, cablevision and certain other future telecommunication services are owned by the supplier of such services in which case the Telecommunications Equipment would not form part of the Common Property.

3.10 Strata Management Contracts

Bylaws 43 and 44 permit Phase 1 and Phase 2 to appoint separate property managers. Phase 1 has entered into a management agreement with Crosby Property Management Ltd. (the “**Property Manager**”) with respect to the management and administration of the Phase 1 Common Property. On behalf of the Phase 2 owners, the Developer will enter into a management agreement with the Property Manager with respect to the management and administration of the Phase 2 Common Property. The management agreement may be terminated at any time on two months’ notice: (i) by the Strata Corporation if the cancellation is approved by a 3/4 vote at a meeting of the Strata Corporation, and (ii) by the property manager. The Property Manager is not related to the Developer.

3.11 Insurance

The Strata Corporation maintains the following insurance coverage, as required by the *Strata Property Act*:

- (a) full replacement insurance on the Common Property, common assets, buildings and fixtures built or installed on the Strata Lots by the Original Developer as part of the original construction, including floor and wall coverings and electrical and plumbing fixtures, but excluding, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other similar items; and
- (b) liability insurance for property damage and bodily injury in an amount not less than \$2,000,000.

The Developer intends to cause the Strata Corporation to call a special general meeting prior to the conveyance of the first Phase 2 Residential Lot to a purchaser in order to pass a resolution to amend the Bylaws (the “**Insurance Bylaw Amendment**”) to require the Strata Corporation to maintain full replacement insurance on fixtures built or installed on the Phase 2 Residential Lots by the Developer as part of the Renovations, including floor and wall coverings and electrical and plumbing fixtures, but excluding, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other similar items. The resolution approving the Insurance Bylaw Amendment will need to be passed by a 3/4 vote at the special general meeting, and since the Developer does not control enough votes in the Strata Corporation to ensure that the resolution is passed, it is possible that the resolution may not be approved. If the resolution is not approved, the Developer will advise the purchasers prior to closing and purchasers should ensure that they obtain similar insurance coverage for such fixtures in connection with their purchase of the Phase 2 Residential Lots.

The items described in paragraph 3.11(a) above are insured against major perils, including fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

The Strata Corporation also maintains errors and omissions insurance for the strata council members. Each purchaser is responsible for insuring personal property in his or her own Strata Lot and taking out public liability insurance in respect of his or her Strata Lot when the transfer of the Strata Lot from the Developer is completed. The Developer may recover a portion of the

year's insurance premium from the Phase 2 Residential Lot purchasers by way of an adjustment at the time of closing as provided for in the applicable purchase and sale agreements.

3.12 Rental Disclosure Statement

Under section 139 of the *Strata Property Act*, a developer must disclose to any purchaser the intention to lease strata lots in order to preserve the right of the developer and the first purchaser from the developer of each strata lot to lease the strata lots in the future by filing a rental disclosure statement with the Superintendent of Real Estate. The Original Developer filed a rental disclosure statement (the "**Filed Rental Disclosure Statement**") for the Phase 1 Residential Lots and the Phase 2 Residential Lots under the *Condominium Act* when it commenced marketing of the Phase 1 Residential Lots, and the Filed Rental Disclosure Statement is deemed to be a rental disclosure statement under section 139 of the *Strata Property Act* pursuant to *Strata Property Act* regulations. The Developer does not currently intend to rent out any of the Phase 2 Residential Lots, but it reserves the right to do so pursuant to the Filed Rental Disclosure Statement. A copy of the Filed Rental Disclosure Statement is attached as Exhibit D to this Disclosure Statement.

4. **TITLE AND LEGAL MATTERS**

4.1 Legal Description

The Development has been stratified pursuant to the Strata Plan. The legal descriptions for the Strata Lots and the Common Property are as follows:

The Phase 1 Residential Lots:

Strata Lots 1 – 152
False Creek
Strata Plan VR2540

The Phase 1 Commercial Lots:

Strata Lots 153 – 163
False Creek
Strata Plan VR2540

The Phase 2 Commercial Lots:

Strata Lots 164 – 165
False Creek
Strata Plan VR2540

The Phase 2 Residential Lots:

Strata Lots 166 – 379
False Creek
Strata Plan VR2540

The Common Property:

Common Property Strata Plan VAS2540

4.2 Ownership

The Developer is the registered and beneficial owner of the Phase 1 Commercial Lots, the Phase 2 Commercial Lots, and the Phase 2 Residential Lots.

4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are registered or pending against title to the Phase 2 Residential Lots and the Common Property, unless otherwise indicated, may remain registered against title to the Phase 2 Residential Lots and the Common Property.

(a) Legal Notations:

- (i) *Designation of Limited Common Property for Strata Lots 164 to 379, See BB1181438, Filed 2010-08-19 Section 74 Strata Property Act (as to the Common Property only).*

This is a resolution of the Strata Corporation passed by a 3/4 vote designating the "Roof Patio" on sheet 58 of the Phase 2 Strata Plan attached as Exhibit A-2 hereto, the "Elevator Machine Room" and "Hot Water Tank Room" on sheet 59 of the Phase 2 Strata Plan with respect to Phase 2 as limited common property for the use of the owners of the Phase 2 Commercial Lots and the Phase 2 Residential Lots.

(b) Legal Encumbrances - Registered:

- (i) *Covenant BF63939 (as to each of the Commercial Lots, the Phase 2 Residential Lots, and the Common Property)*

This is a covenant in favour of the City of Vancouver (the "City") which provides that the Visitor Stalls must be reserved for the use of visitors of the owners and occupiers of the Phase 2 Residential Lots between 7:00 p.m. and 7:00 a.m.

- (ii) *Statutory Right-of-Way BF63940 (as to each of the Commercial Lots, the Phase 2 Residential Lots, and the Common Property)*

This is a statutory right-of-way in favour of the City providing the City with the right to pass over and be on the Development for the purpose of accessing the Visitor Stalls. The City grants a licence to the visitors of the Phase 2 Residential Lots a revocable licence to use the statutory right-of-way.

- (iii) *Easement and Indemnity Agreement BX226190 (as to the Common Property only)*

This is an easement and indemnity agreement (the “**Encroachment Agreement**”) in favour of the City providing that allows the Strata Corporation to maintain a rainscreen encroachment (the “**Encroachment**”) on the lane north from Pacific Street west of Homer Street, encroaching to a maximum of two inches and for a length of 55 feet. The Strata Corporation indemnifies and releases the City from any costs, claims etc. which may arise by reason of the City exercising its rights under the agreement, that would not have been incurred but for the Agreement, or by reason of any negligent act or wilful misconduct of the Strata Corporation or its contractors, subcontractors, etc. in connection with the exercise of its rights under the Agreement.

- (iv) *Statutory Right-of-Way BX226191 (as to the Common Property only)*

This is a statutory right-of-way in favour of the City for the City to enter upon the Common Property in order to inspect the Encroachment or carry out any obligations of the Strata Corporation under the Encroachment Agreement that the Strata Corporation fails to fulfil.

- (v) *Equitable Charge BX226192 (as to the Common Property only)*

This is an equitable charge in favour of the City granting the City an equitable charge over the Common Property for the payment of all sums that may be payable by the Strata Corporation to the City under the Encroachment Agreement or pursuant to the indemnity provisions or any other payment provisions of the City’s Encroachment Bylaw.

- (vi) *Mortgage CA2508160 and Assignment of Rents CA2508161 (as to the Phase 2 Residential Lots only)*

These encumbrances were granted in favour of Royal Bank of Canada in connection with the Developer’s purchase of the Phase 2 Residential Lots. They will be discharged from title to each Phase 2 Residential Lot in connection with a Phase 2 Residential Lot’s transfer to a purchaser.

4.4 Proposed Legal Encumbrances

There are no additional encumbrances proposed to be registered against the title to the Phase 2 Residential Lots or the Common Property.

4.5 Outstanding or Contingent Litigation or Liabilities

The Developer is not aware of any outstanding or contingent litigation or liabilities affecting the Development or the Developer that may affect the Development.

4.6 Environmental Matters

The Developer is not aware of any dangers or any requirements imposed by the City or other governmental authority connected with the Development in respect to flooding, drainage hazards, condition of the soil or subsoil or other environmental matters.

5. **CONSTRUCTION AND WARRANTIES**

5.1 Construction Dates

The Renovations of certain of the Phase 2 Residential Lots commenced on May 15, 2012. The estimated date for completion of the Renovations is June 30, 2013. Notwithstanding the foregoing, the Developer expects that the Renovations of certain of the Phase 2 Residential Lots will be completed in stages commencing on or around May 1, 2013, and accordingly, the completion dates for certain of the Phase 2 Residential Lots may be as early as May 1, 2013.

The foregoing dates are estimates only and may vary, subject to the provisions of the contracts of purchase and sale for the Phase 2 Residential Lots. In particular, depending on renovation schedules, financing arrangements, market conditions and other factors, the Developer may advance the date for completion of the Renovations to an earlier date, or delay the date for completion of the Renovations (or any combination of the foregoing). Purchasers should be aware that the date for completion of the Renovations and completion of the purchase and sale of the Phase 2 Residential Lots may be as late as December 31, 2013, plus 120 days, subject to unavoidable delay, as contemplated in the form of contract of purchase and sale for the Phase 2 Residential Lots attached as Exhibit E to this Disclosure Statement and as described in section 7.2(b).

5.2 Warranties

- (a) The British Columbia Homeowner Protection Office (the “HPO”) has advised the Developer that the Phase 2 Residential Lots are not considered “new homes” under the *Homeowner Protection Act* and its regulations (the “HP Act”), and accordingly, the Developer is not required to obtain new home warranty coverage for the Phase 2 Residential Lots. Notwithstanding the foregoing, the Developer will obtain insurance coverage for the Phase 2 Residential Lots (which will be similar to the coverage required by the *HP Act*, except for building code violations) with an insurance provider in respect of the following:
 - (i) defects in materials and labour for a period of two years after the date on which the insurance begins, as follows:
 - A. in the first 12 months, for other than the Phase 2 Common Property, common facilities and other assets of the Strata Corporation in respect of Phase 2, coverage for any defect in materials and labour;
 - B. in the first 15 months, for the Phase 2 Common Property, common facilities and other assets of the Strata Corporation in respect of Phase 2, coverage for any defect in materials and labour;

- C. in the first 24 months:
- (1) coverage for any defect in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems;
 - (2) coverage for any defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the Phase 2 Residential Lot; and
 - (3) coverage for any defect in materials and labour which renders the Phase 2 Residential Lot unfit to live in;
- (ii) defects in the building envelope, including defects which permits unintended water penetration such that it causes or is likely to cause material damage, for a period of five years after the date on which the insurance begins; and
- (iii) structural defects for a period of 10 years after the date on which the insurance begins; as follows:
- A. any defect in materials and labour that results in the failure of a load bearing part of the Phase 2 Residential Lot; and
 - B. any defect which causes structural damage that materially affects the use of the Phase 2 Residential Lot for residential occupancy.
- (b) Any manufacturer's warranty for appliances and equipment whether located in the Phase 2 Residential Lots or the Phase 2 Common Property will be passed on by the Developer to the purchasers or the Strata Corporation, as the case may be, if and to the extent permitted by such warranty.

5.3 Previously Occupied Building

As described in section 2.1, Phase 1 was completed in 1988 and Phase 2 was completed in 1992. Since 1992, the Phase 2 Residential Lots have operated as a residential rental building. The Developer commissioned Spratt Emanuel Engineering Ltd. to prepare a building condition report (the "**Report**") dated February 13, 2013. Below is the executive summary which is included in the Report.

Where reviewed, it appeared that the building envelope and the components of Pacific Point Phase II were in a substantially as-new condition indicating recent extensive maintenance. Where reviewed, no active water ingress was noted during our site review. Indicating good functionality of waterproofing systems.

The main roof waterproofing membrane (HLM 5000, from original construction) was not visually accessible. The typical service life of such a membrane is 15 up to

50 years. Roof waterproofing membrane should be serviceable for at least 10 more years with a maintenance program.

The exterior cladding system of the building received significant extensive maintenance and renewal work within the last two years - silicone seal tapes and sealants were applied at all cladding joints and also at the window frame joints of the exterior cladding. New silicone elastomeric coating had been applied at the face-sealed EIFS system after repairs. The wall cladding systems including the EIFS joints and sealants appeared to be in good condition. SEE is of the opinion that the maintenance as completed is the best work that can be done to extend the service life of the wall cladding systems.

The window systems (punched windows and window walls) are also from original construction and should have a total service life exceeding 50 years. Failed insulated glazing units in the window systems are currently being replaced at a rate of less than 1% of glazing annually. No active water ingress is currently reported.

The underground parking suspended slabs (P1 to P4) are in good condition. Annual reviews are recommended.

Regular cleaning and maintenance is recommended to maintain the value of the building. This is especially applicable to the elastomeric paint coating in order to minimize permanent staining.

The building is currently completely re-plumbed with new cross-linked polyethylene potable water piping (PEX), and new ductile cast-iron drain waste vent stacks.

The mechanical and electrical equipment is well maintained and where necessary has been replaced with new equipment.

The Developer will make the Report available to purchasers and to the Superintendent of Real Estate upon request.

6. APPROVALS AND FINANCING

6.1 Development Approval

As described in section 2.1, the Strata Plan has been filed in the Land Title Office. The Renovations are being completed pursuant to building permits #BU454348 and #BU454345 issued by the City of Vancouver on May 15, 2012.

6.2 Construction Financing

The Developer has not obtained any financing for the Renovations.

7. MISCELLANEOUS

7.1 Deposits

Subject to legal remedies in respect of defaults under the contract of purchase and sale entered into between the purchaser and the Developer, and except as otherwise provided in this section 7.1, where required under the *Real Estate Development Marketing Act* (British Columbia) (the “**Real Estate Development Marketing Act**”), all deposits and other monies received from a purchaser of a Phase 2 Strata Lot will be held by the Developer’s lawyers, McCarthy Tétrault LLP, in trust in the manner required by the *Real Estate Development Marketing Act* until such time as:

- (a) the Phase 2 Strata Lot is capable of being occupied; and
- (b) an instrument evidencing the interest of the purchaser in the Phase 2 Residential Lot has been filed for registration in the Land Title Office.

Notwithstanding the foregoing, the Developer may, in its discretion, enter into a deposit protection contract with an approved insurer or another form of security agreement (the “**Deposit Insurance Contract**”) as contemplated by the *Real Estate Development Marketing Act* which allows the deposit to be released to the Developer and used by the Developer for purposes related to the Development, including the construction and marketing thereof, and the deposit protection contract will remain in effect until sections 7.1(a) and (b) have been satisfied.

If the Developer enters into the Deposit Protection Contract, an amendment to this Disclosure Statement setting out the particulars of the Deposit Protection Contract will be filed with the Superintendent and a copy of the amendment will be delivered to each purchaser.

7.2 Purchase Agreement

A copy of the Developer’s form of contract of purchase and sale (the “**Purchase Contract**”) is attached as Exhibit E to this Disclosure Statement. The Purchase Contract provides, among other things, as follows:

- (a) the completion date will be the day the Developer or its solicitors notifies the purchaser or its solicitors that the Phase 2 Residential Lot is ready to be occupied. The notice of the completion date may be based on the Developer’s estimate as to when the Phase 2 Residential Lot will be ready to be occupied. If the Phase 2 Residential Lot is not ready to be occupied on the completion date so estimated, then the Developer may delay the completion date from time to time as required, by notice of such delay to the purchaser or its solicitors subject to the provisions described in section (b) below;
- (b) if the completion date for the sale of a Phase 2 Residential Lot has not occurred by December 31, 2013, (the “**Outside Date**”), then the Purchase Contract will be terminated, the deposit will be returned to the purchaser and the parties will have

no further obligations thereunder unless the parties agree in writing to extend, provided that:

- (i) if the Developer is delayed from completing construction of the Phase 2 Residential Lot as a result of earthquake, terrorism, flood or other act of God, fire explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Developer, then the Outside Date will be extended for a period equivalent to such period of delay; and
 - (ii) the Developer may, at its option exercisable by notice to the purchaser, in addition to any extension pursuant to section 7.2(b)(i) and whether or not any delay described in section 7.2(b)(i) has occurred, elect to extend the Outside Date for up to 120 days;
- (c) if the purchaser fails to pay when due all payments on account of the purchase price and all other amounts payable under the Purchase Contract, the Developer may at its option:
- (i) terminate the Purchase Contract by written notice to the purchaser and, in such event, the portion of the deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Developer as liquidated damages, the parties agreeing that the total amount of the deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Developer will suffer as a result of the purchaser's failure to pay, when due, any payment on account of the purchase price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Developer's other remedies including, without limitation, the right of the Developer to pursue the purchaser for any unpaid balance of the deposit and to seek additional damages and, subject to provisions of the *Real Estate Development Marketing Act*, the Developer's solicitors are hereby irrevocably authorized and directed by the purchaser to pay the amount held by them and such interest as may have accrued thereon to the Developer upon written demand therefor by the Developer; or
 - (ii) elect to extend the completion date to a certain date determined by the Developer, time to remain of the essence hereof and subject to the Developer's right in its sole discretion to grant further extensions to a certain date each time, in which event the purchaser will pay to the Developer, in addition to the purchase price, interest on the unpaid portion of the purchase price and other unpaid amounts payable thereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such

portion and amounts were due to the date upon which such portion and amounts are paid.

The Developer may terminate the Purchase Contract pursuant to section 7.2(c)(i) at any time after extending the completion date pursuant to section 7.2(c)(ii) if the purchaser fails to complete on or before such extended date;

- (d) if the Developer has reasonable grounds to suspect that any part of the purchase of the Phase 2 Residential Lot is related to the commission or attempted commission of a “money laundering offence” or a “terrorist activity financing”, as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and regulations under that *Act*, as amended from time to time, the Developer may in its sole discretion terminate the Purchase Contract, in which event the deposit will be returned to the purchaser and the purchaser will have no further claims against the Developer;
- (e) the purchaser, upon receiving the written consent of the Developer, which consent shall not be unreasonably withheld, may assign his or her interest in the Phase 2 Residential Lot under the Purchase Contract:
 - (i) to a company that is controlled by the purchaser or to the purchaser’s spouse, sibling, parent, child, grandparent or grandchild, provided that the purchaser must provide the Developer with information reasonably satisfactory to the Developer confirming that the purchaser controls the assignee company or confirming the relationship of the assignee to the purchaser; or
 - (ii) at any time after the date that the Vendor, in its sole discretion, has entered into binding purchase and sale agreements (where all subject conditions in favour of the purchasers have been satisfied or waived) for all of the Phase 2 Residential Lots in the Development (the “**Sell-out Date**”), to any other person.

If the Developer consents to an assignment, the Developer will convey the Phase 2 Residential Lot to the person designated by the purchaser, in the case of an assignment under section 7.2(e)(i), an administration fee of \$500 (plus all applicable tax required]) and in the case of an assignment under section 7.2(e)(ii), an administration fee of 2% of the purchase price (plus all applicable tax required), as consideration for agreeing to an assignment of the purchaser’s interest in the Phase 2 Residential Lot or in the Purchase Contract and for any associated legal and administrative costs to be paid to the Developer on or before the closing date. In connection with any assignment under section 7.2(e)(ii), the assignee will be required to pay the Developer a further deposit (the “**Assignee’s Deposit**”) equal to 5% of the purchase price, which further deposit will be payable at the time of the assignment and held in accordance with section 1.02 of Exhibit E. Any assignment under section 7.2(e)(ii) will not be valid until the Developer receives from the assignee the Assignee’s Deposit. Following any assignment, the assignor will not be relieved of his or her obligations hereunder

but will continue to remain liable to perform all obligations of the purchaser under the Purchase Contract notwithstanding any amendment of the terms thereof whether or not the assignor has notice of any such amendment. The purchaser will not advertise or solicit offers from the public with respect to the resale of the Phase 2 Residential Lot by the purchaser before the Sell-out Date and in particular, will not list the Phase 2 Residential Lot or the purchaser's interest in the Purchase Contract on any Multiple Listing Service (MLS) prior to the Sell-out Date. The Developer, in its sole discretion, may withhold its consent to any assignment not listed in paragraphs 7.2(e)(i) to (ii) above; and

- (f) interest on the deposit paid pursuant to the Purchase Contract will be for the benefit of the Developer unless otherwise provided. The Developer and the purchaser agree that the total amount of the deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Developer will suffer as a result of the purchaser's failure to pay any portion of the deposit when required hereunder or failure to complete the purchase of the Phase 2 Residential Lot in default of its obligations hereunder. If the purchaser fails to pay any portion of the deposit when required hereunder or fails to complete the purchase of the Phase 2 Residential Lot in default of his or her obligations hereunder, then subject to section 7.2(c)(ii), the Developer may elect to terminate the Purchase Contract and, in such event, the portion of the deposit that has been paid together with interest thereon will be absolutely forfeited to the Developer as liquidated damages, without prejudice to any other remedy which the Developer may have in respect of the purchaser's default including, without limitation, the right of the Developer to pursue the purchaser for any unpaid balance of the deposit and to seek additional damages.

7.3 Developer's Commitments

There are no commitments made by the Developer that are to be met after completion of the sale of a Phase 2 Residential Lot.

7.4 Other Material Facts

- (a) Continuing Sales and Marketing Program

The Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including but not limited to maintaining display suites, other display areas and a sales office. The Developer also intends to place signage on the Common Property and in other areas of the Development as part of its marketing and sales activities, for such period of time as the Developer determines to be necessary or desirable. In addition, the Developer intends to conduct tours of the Development from time to time with prospective purchasers in connection with its marketing and sales activities. The Developer will act reasonably in exercising these rights

and will use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners.

(b) Other Contracts Affecting the Development

The Strata Corporation has entered into or assumed, or will enter into, contracts for the following services affecting Phase 2 of the Development: elevator servicing, leasing and maintenance of photocopier equipment, garbage collection and compactor maintenance, front desk/security, landscaping maintenance, janitorial, fire safety maintenance, mechanical equipment maintenance and laundry facilities maintenance. The Strata Corporation will enter into other contracts in respect of Phase 2 and/or the Development as need be from time to time.

(c) Commercial Facilities

The Development is a mixed-use residential/commercial development, that will or may involve the emission of noise from service and delivery vehicles, loading bay usage, business hours which may include operations up to 24 hour per day, commercial pedestrian and vehicular traffic, idling vehicles, commercial and public use of certain portions of the Parking Facility, garbage compactor operation, roof top HVAC operation and other activities associated with such commercial uses.

(d) Views

Views from the Phase 2 Residential Lots as they exist at the time of completion of the Renovations may change over time, and in particular, may be diminished by future developments in the area. The Developer (on its own behalf and on behalf of its affiliates) reserves the right, in its absolute discretion, to develop residential, commercial, retail, office and associated developments, including mixed use buildings, within any portion of lands adjacent to the Development. In addition, the Developer (on its own behalf and on behalf of its affiliates) reserves the right, in its absolute discretion, to apply for rezoning of any portion of the lands adjacent to the Development and to permit any residential, commercial, retail, office or other use allowed under such rezoning.

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of February 19, 2013.

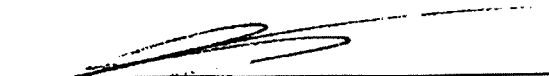
DEVELOPER

BOSA DEVELOPMENT (PACIFIC POINT) INC.

Per:



SOLE DIRECTOR OF BOSA DEVELOPMENT (PACIFIC POINT) INC.



Natale Bosa

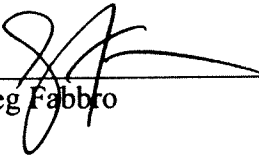
SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate*)
Development Marketing Act and the)
Disclosure Statement for the following strata)
lots and appurtenant common property)
legally described as:)

Strata Lots 166 – 379)
False Creek)
Strata Plan VR2540; and)
Common Property)
Strata Plan VAS2540)

I, Greg Fabbro solicitor, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the above-described Disclosure Statement dated February 19, 2013 and have reviewed same with the Developer therein named, and that the facts contained in sections 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Vancouver, in British Columbia, this 22nd day of February, 2013.



Greg Fabbro

FILE 1495-18

STRATA PLAN VR 2540

CONDOMINIUM ACT

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
1	8	1082	230	1
2	8	1082	230	1
3	8	1082	230	1
4	8	846	180	1
5	8	808	147	1
6	8	869	108	1
7	8	848	150	1
8	8	788	180	1
9	8	746	150	1
10	8	752	152	1
11	8	787	154	1
12	8	1034	210	1
13	8	1058	235	1
14	8	1034	230	1
15	8	1027	230	1
16	8	1007	225	1
17	8	888	185	1
18	8	1430	375	1
19	8	883	232	1
20	8	1006	232	1
21	8	875	232	1
22	8	846	188	1
23	8	747	145	1
24	8	608	108	1
25	8	772	145	1
26	8	784	170	1
27	8	732	140	1
28	8	741	142	1
29	10	1107	232	1
30	10	781	154	1
31	10	1037	225	1
32	10	1063	245	1
33	10, 11	1361	350	1
34	10, 11	1348	355	1
35	10, 11	1317	350	1
36	10	889	185	1
37	10	1414	375	1
38	10	890	234	1
39	10	1006	234	1
40	10	870	234	1
41	10	826	188	1
42	10	745	148	1
43	10	808	170	1
44	10	772	146	1
45	10	784	171	1
46	10	732	141	1
47	10	741	143	1
48	11	869	181	1
49	11	749	135	1
50	11	784	168	1
51	11	813	187	1
52	11	1827 1333	335	1
53	11	1788	236	1
54	11	872	236	1
55	11	884	236	1
56	11	870	236	1
57	11	826	180	1
58	11	745	147	1
59	11	606	111	1
60	11	772	147	1
61	11	784	172	1
62	11	732	142	1
63	11	714	144	1

CORRECTED THIS
13TH DAY OF OCT.,
1992

W. J. Walling
ASSISTANT DEPUTY
REGISTRAR
OF 390662

DATED THIS 10TH DAY OF
OCTOBER, 1989
W. J. Walling S.C.L.S.

SECOND SHEET, SHEET 3 OF 27 SHEETS

CONDOMINIUM ACT

STRATA PLAN VR 2540

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
64	12	872	183	1
65	12	749	137	1
66	12	758	158	1
67	12	819	169	1
68	12	1263	330	1
69	12	1526	410	1
70	12	870	238	1
71	12	826	192	1
72	12	745	148	1
73	12	606	112	1
74	12	772	148	1
75	12	784	173	1
76	12	732	143	1
77	12	741	145	1
78	13	869	197	1
79	13	748	142	1
80	13	754	165	1
81	13	813	173	1
82	13	1276	330	1
83	13	1541	415	1
84	13	826	184	1
85	13	745	155	1
86	13	606	113	1
87	13	772	155	1
88	13	784	180	1
89	13	732	150	1
90	13	741	152	1
91	14	869	189	1
92	14	749	147	1
93	14	871	220	1
94	14	1428	365	1
95	14	1342	360	1
96	14	745	157	1
97	14	606	120	1
98	14	772	157	1
99	14	784	182	1
100	14	732	152	1
101	14	741	154	1
102	15	1568	395	1
103	15	1538	405	1
104	15	1436	370	1
105	15	606	122	1
106	15	772	159	1
107	15	784	184	1
108	15	732	154	1
109	15	741	156	1
110	16	974	250	1
111	16	606	124	1
112	16	772	161	1
113	16	784	186	1
114	16	732	156	1
115	16	730	157	1
116	17	823	210	1
117	17	606	134	1
118	17	772	171	1
119	17	784	186	1
120	17	724	166	1
121	17	734	158	1
122	18	823	212	1
123	18	606	136	1
124	18	772	173	1
125	18	784	188	1
126	19	724	168	1

DATED THIS 18th DAY OF OCTOBER, 1989

79 B.C.L.S.

STRATA PLAN VR 2540

CONDOMINIUM ACT

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
127	18	734	168	1
128	19	823	214	1
129	19	606	138	1
130	19	772	175	1
131	19	784	200	1
132	19	724	170	1
133	19	734	170	1
134	20	823	216	1
135	20	606	140	1
136	20	772	177	1
137	20	784	202	1
138	20	724	172	1
139	20	734	172	1
140	21	823	221	1
141	21	606	142	1
142	21	772	179	1
143	21	784	204	1
144	21	724	174	1
145	21	734	177	1
146	22	1275	380	1
147	22	606	147	1
148	22	772	184	1
149	22	784	209	1
150	22	724	179	1
151	23	1398	450	1
152	23	1602	410	1
153	8	2896	269	3.1
154	8	1002	100	1.1
155	8	614	51	0.6
156	8	598	60	0.7
157	8	444	44	0.5
158	7	546	55	0.6
159	7	498	50	0.6
160	7	702	70	0.8
161	7	889	88	1.0
162	7	851	85	1.1
163	7	2144	214	2.4
AGGREGATE		144501	31353	164.5

STATUTORY DECLARATION

I, THE UNDERSIGNED DO SOLEMNLY DECLARE THAT
 (1) I, THE UNDERSIGNED AM THE DULY AUTHORIZED AGENT OF THE OWNER-DEVELOPER
 (2) THE STRATA PLAN IS FOR COMMERCIAL AND RESIDENTIAL USE
 I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE AND
 KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH.
 DECLARED BEFORE ME AT VANCOUVER
 IN THE PROVINCE OF BRITISH COLUMBIA
 THIS 15TH DAY OF NOVEMBER, 1989.

[Signature]
 A COMMISSIONER FOR TAKING AFFIDAVITS
 WITHIN THE PROVINCE OF BRITISH COLUMBIA

OWNER
 PACIFIC POINT DEVELOPMENT CORPORATION
[Signature]
 AUTHORIZED SIGNATORY

CORRECTED THIS 13TH
 DAY OF OCTOBER, 1992.
[Signature]
 ASSISTANT DEPUTY REGISTRAR
 DE BF 390662

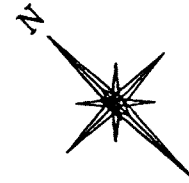
ACCEPTED AS TO FORMS 1, 2 AND 3
 THIS 23RD DAY OF NOVEMBER 1989

[Signature]
 SUPERINTENDENT OF REAL ESTATE

DATED THIS 18TH DAY OF
 OCTOBER 1989
[Signature] B.C.L.S.

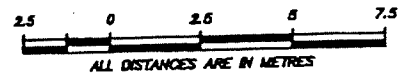
SHEET 5 OF 27 SHEETS

STRATA PLAN VR 2540

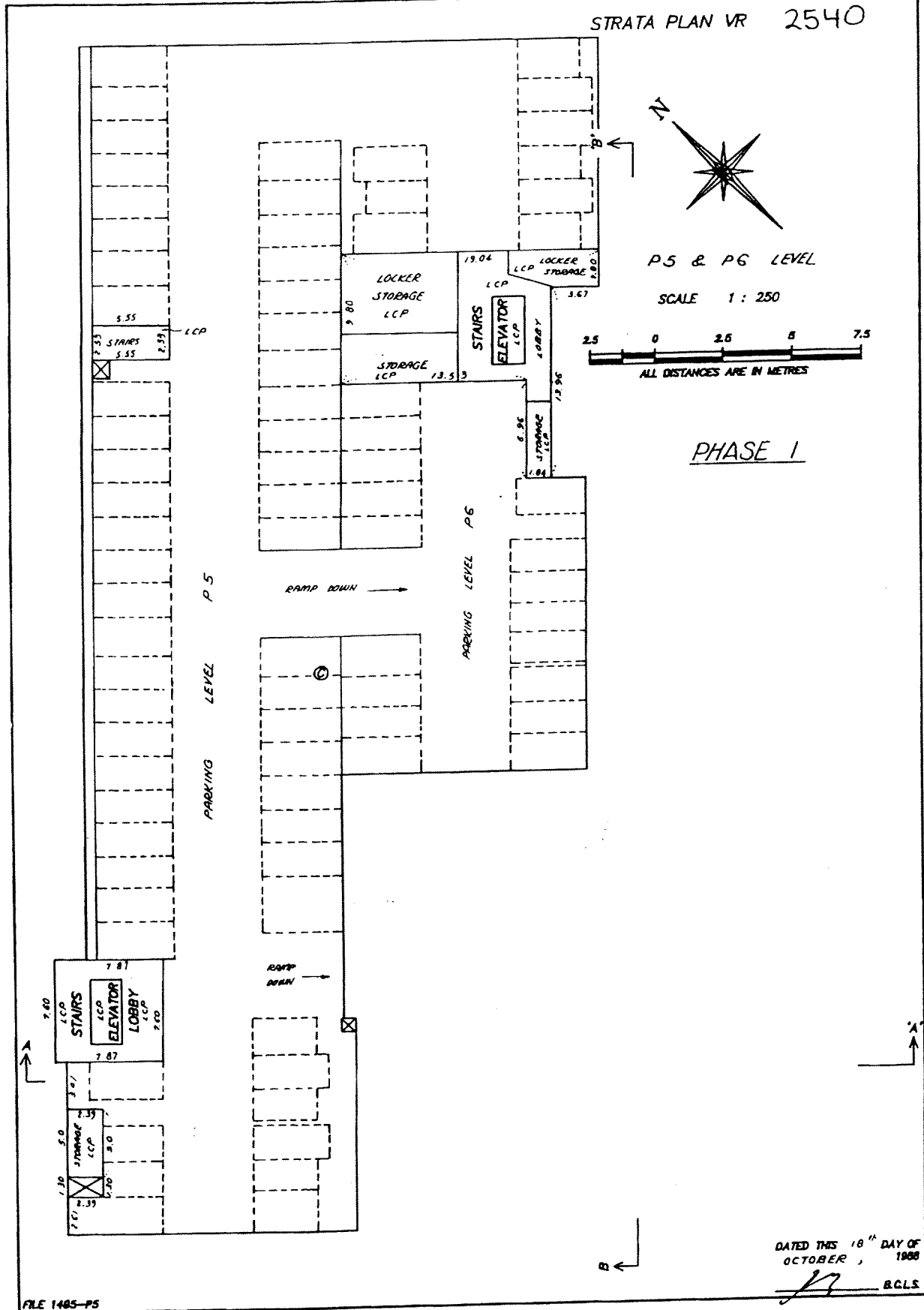


P5 & P6 LEVEL

SCALE 1 : 250



PHASE 1

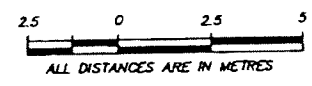




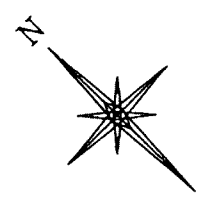
DATED THIS 18th DAY OF
OCTOBER 1988
DS BCLS

STRATA PLAN VR 2540

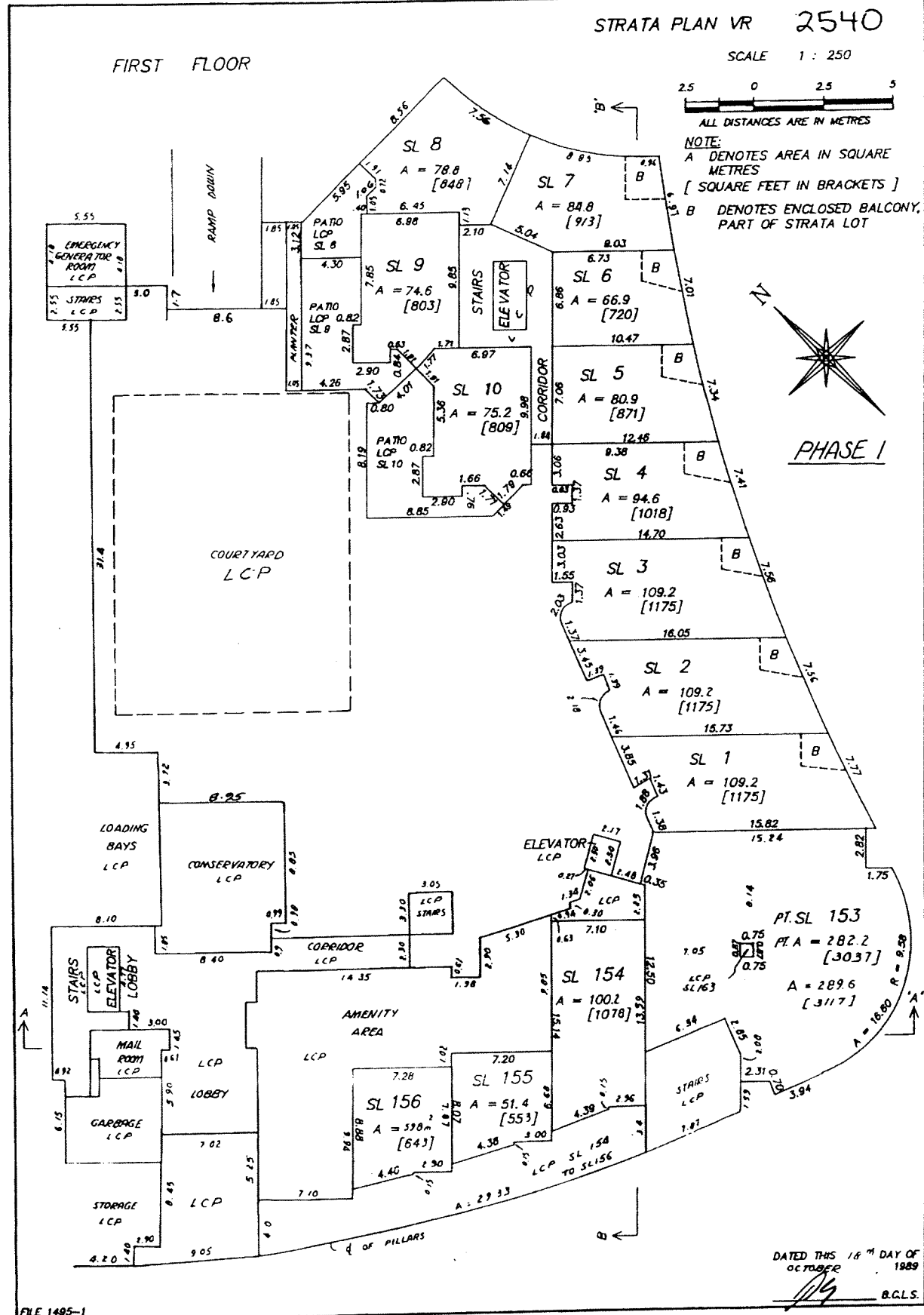
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NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]
B DENOTES ENCLOSED BALCONY, PART OF STRATA LOT



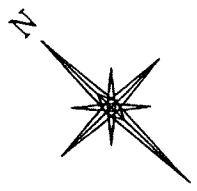
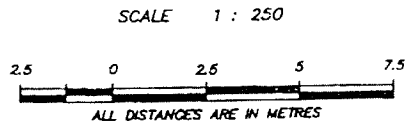
PHASE I



DATED THIS 18TH DAY OF OCTOBER 1989
B.C.L.S.

STRATA PLAN VR 2540

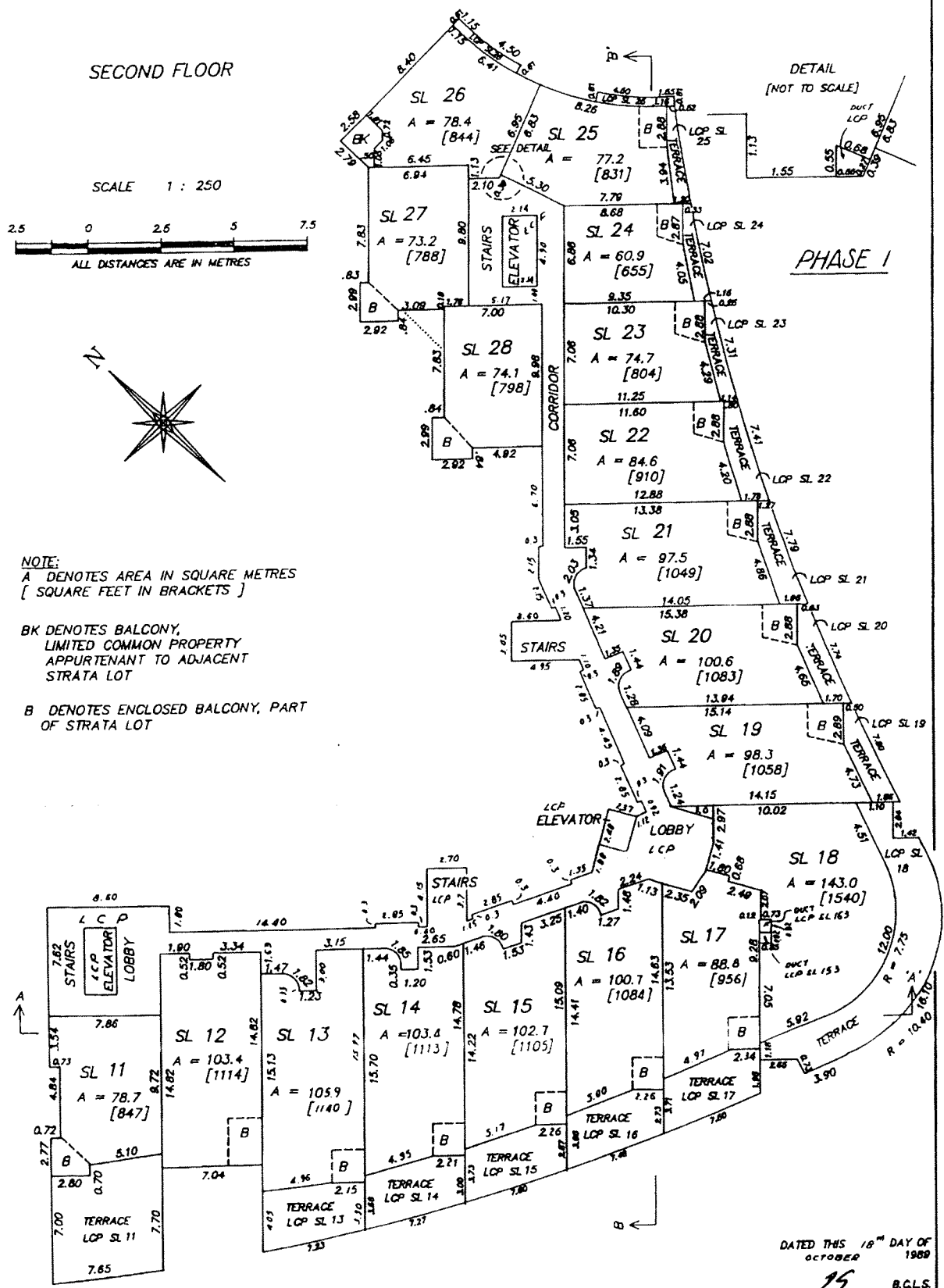
SECOND FLOOR



NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

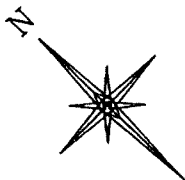
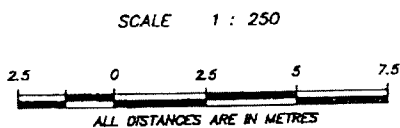


DATED THIS 18TH DAY OF
OCTOBER 1988

15 B.C.L.S.

STRATA PLAN VR 2540

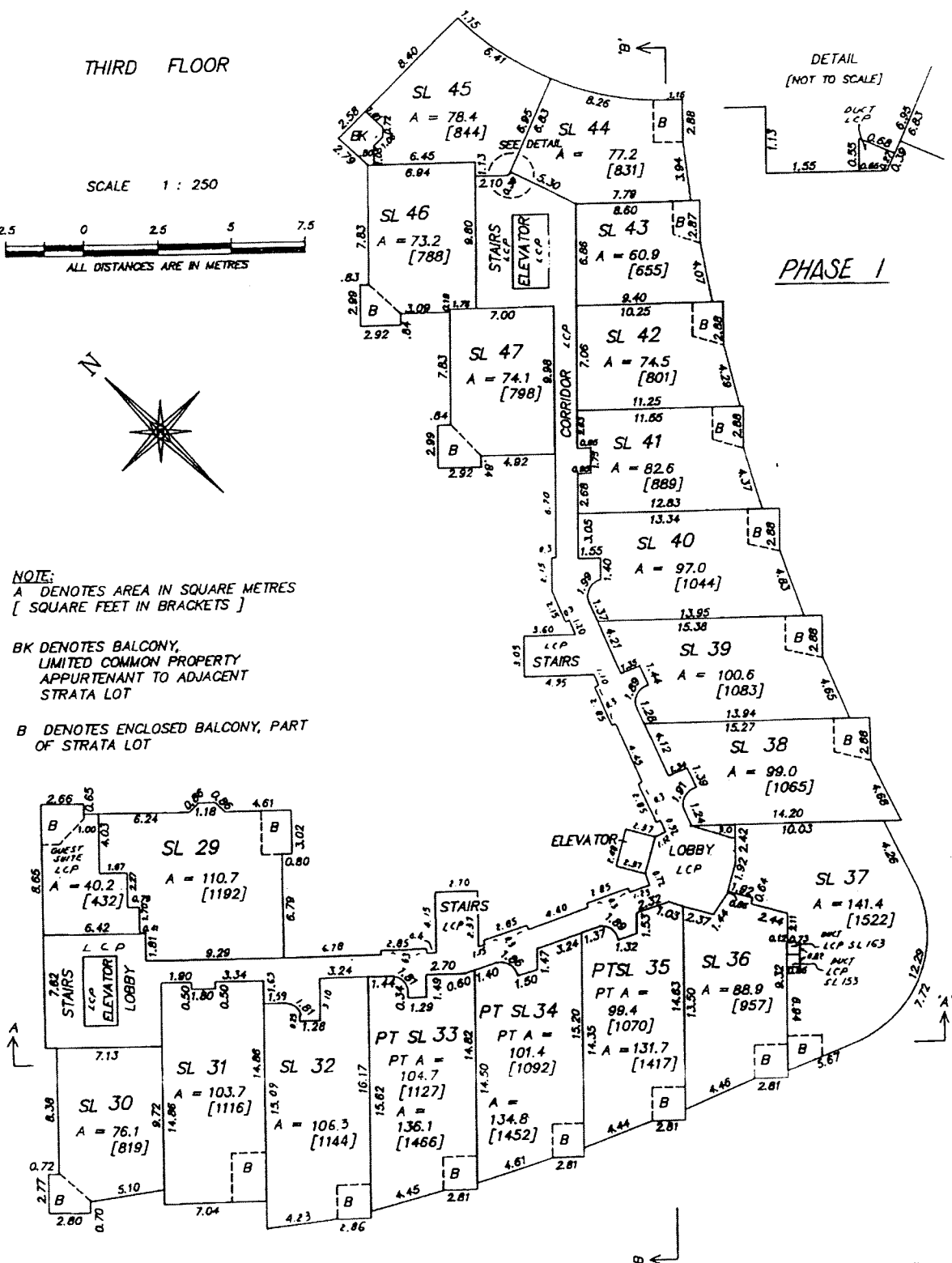
THIRD FLOOR



NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

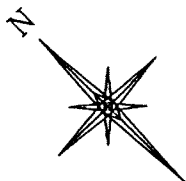
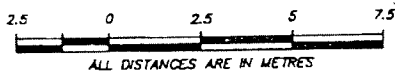


DATED THIS 19th DAY OF
OCTOBER 1999
B.C.L.S.

STRATA PLAN VR 2540

FOURTH FLOOR

SCALE 1 : 250



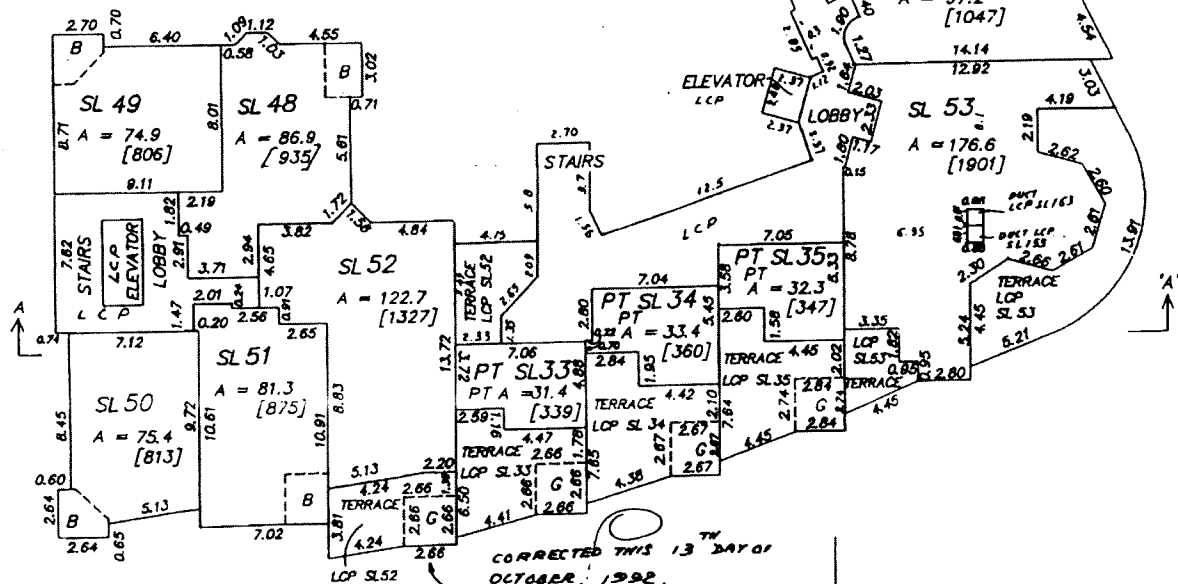
NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

DETAIL
(NOT TO SCALE)

PHASE I



CORRECTED THIS 13TH DAY OF
OCTOBER, 1992.

Walter
ASSISTANT DEPUTY REGISTRAR
OF OF 390682.

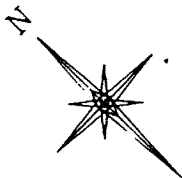
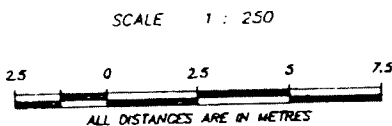
DATED THIS 18th DAY OF
OCTOBER, 1989

LCP BCLS

"AMENDED" SHEET 11 OF 27 SHEETS

STRATA PLAN VR 2540

FOURTH FLOOR

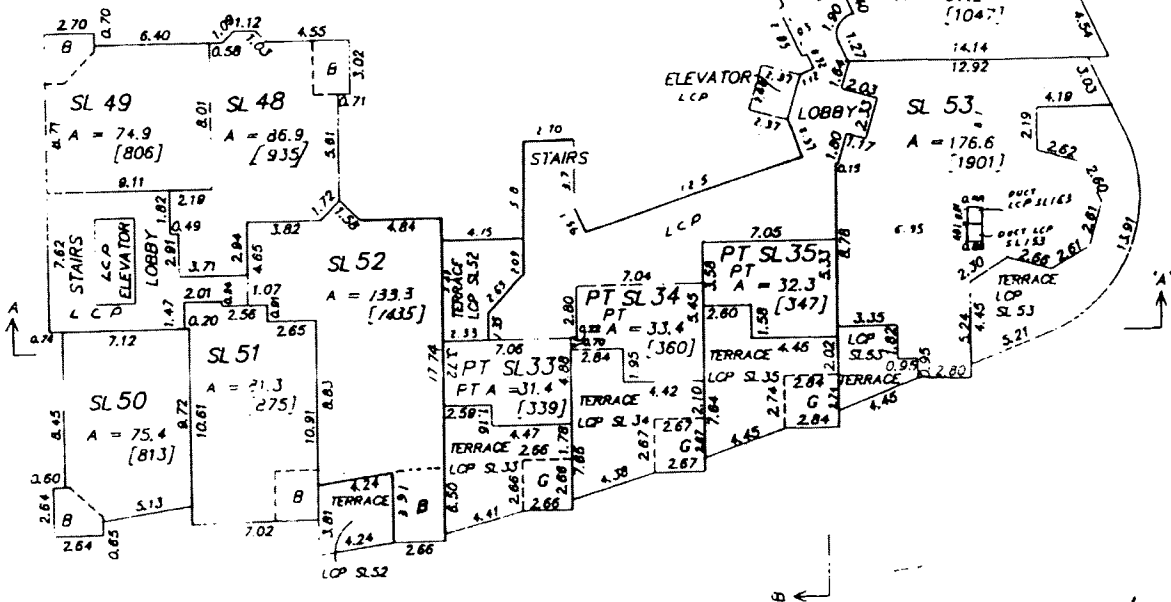


G DENOTES GAZEBO, LCP APPURTENANT TO ADJACENT STRATA LOT

NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT



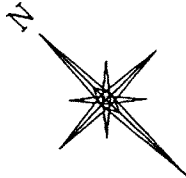
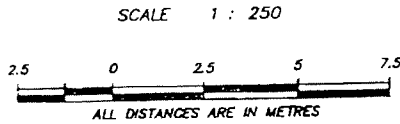
PHASE I

DETAIL
(NOT TO SCALE)

DATED THIS 23rd DAY OF
JANUARY 1992
Notary

STRATA PLAN VR 2540

FIFTH FLOOR



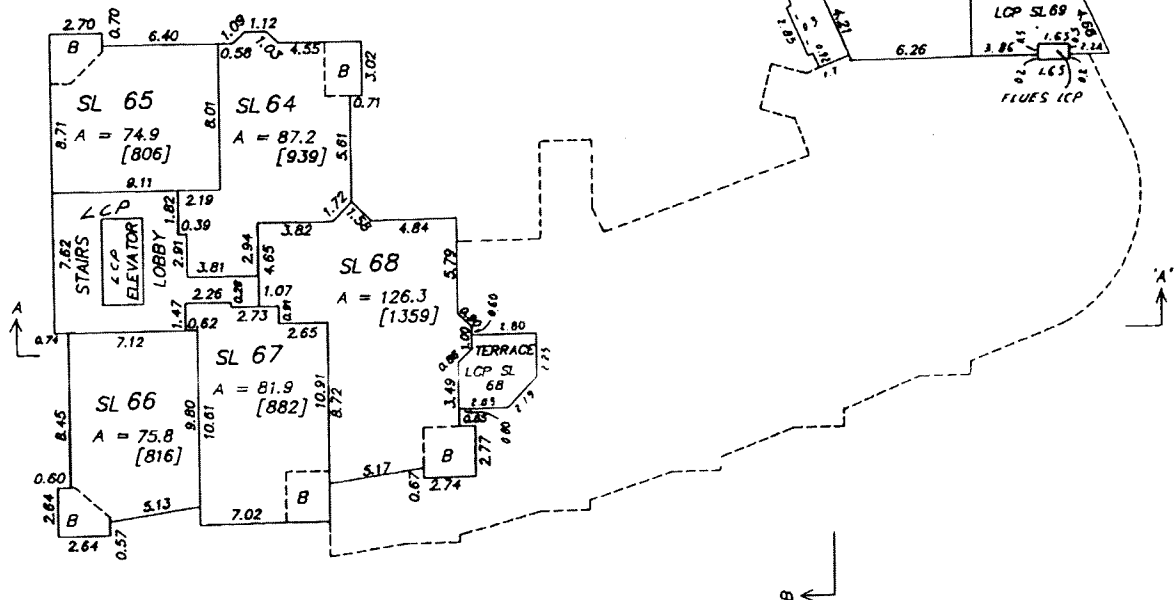
NOTE:

A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

G DENOTES GAZEBO, LCP APPURTENANT
TO ADJACENT STRATA LOT



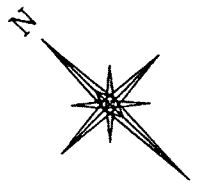
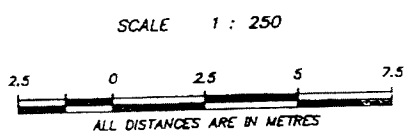
PHASE I

DATED THIS 18th DAY OF
OCTOBER 1988

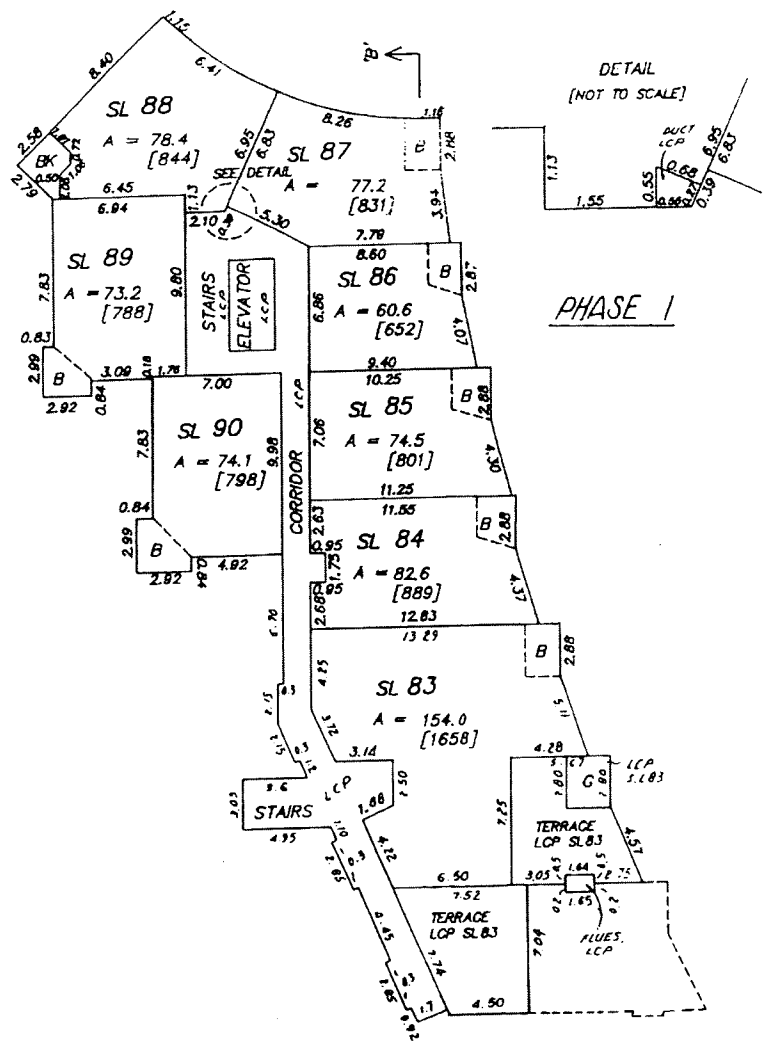
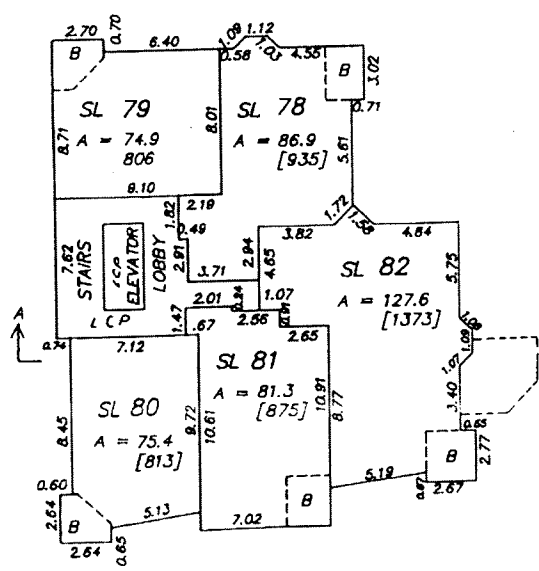
B.C.L.S.

STRATA PLAN VR 2540

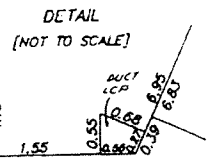
SIXTH FLOOR



NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]
BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT
B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT
G DENOTES GAZEBO, LCP APPURTENANT
TO ADJACENT STRATA LOT



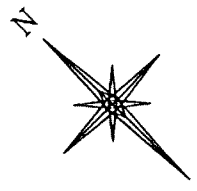
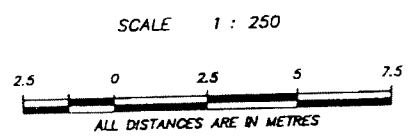
PHASE I



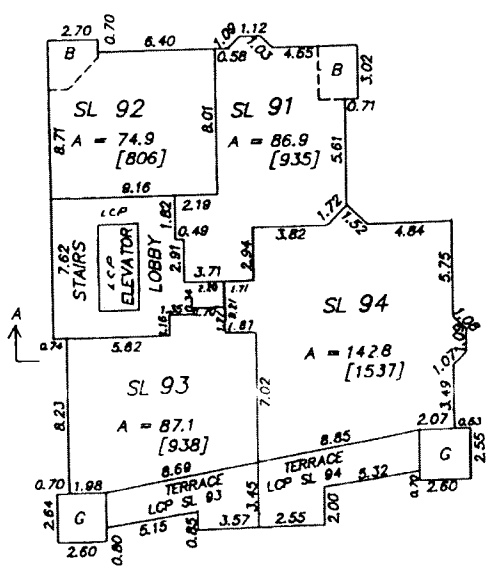
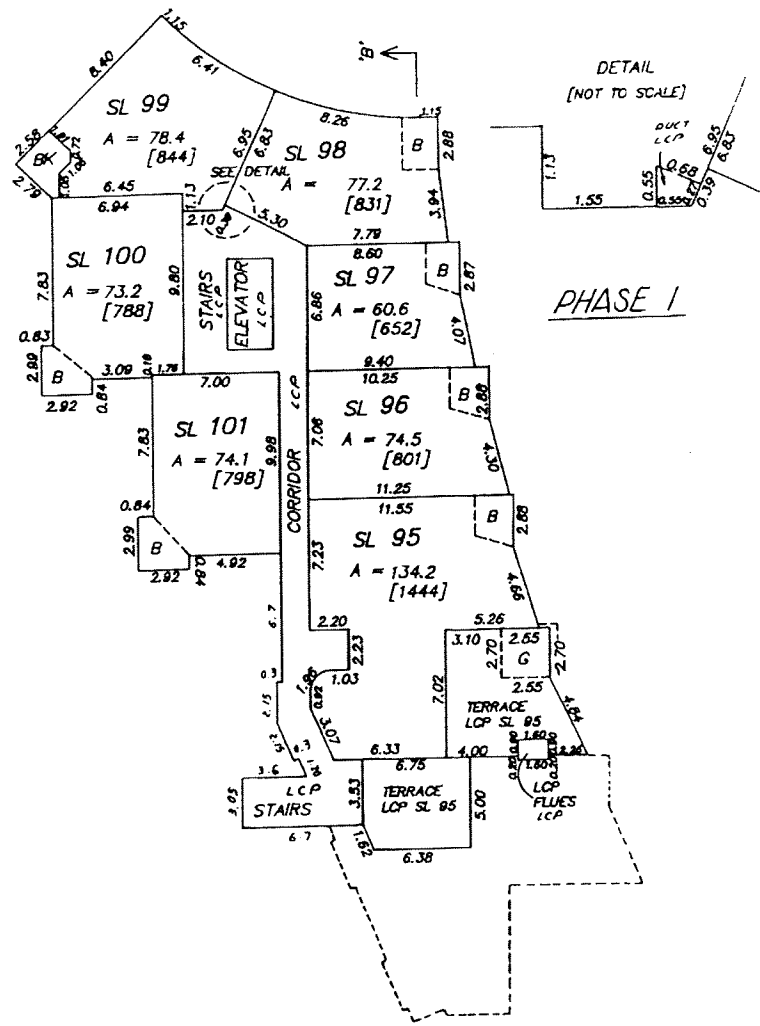
DATED THIS 18th DAY OF
OCTOBER 1989
[Signature] B.C.L.S.

STRATA PLAN VR 2540

SEVENTH FLOOR



NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]
BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT
B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT
G DENOTES GAZEBO, LCP APPURTENANT
TO ADJACENT STRATA LOT

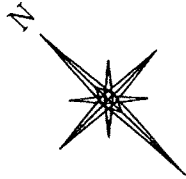
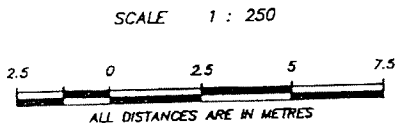


DATED THIS 12TH DAY OF
OCTOBER 1989

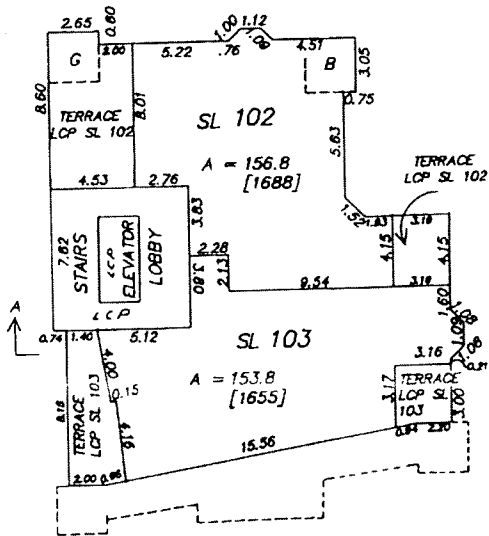
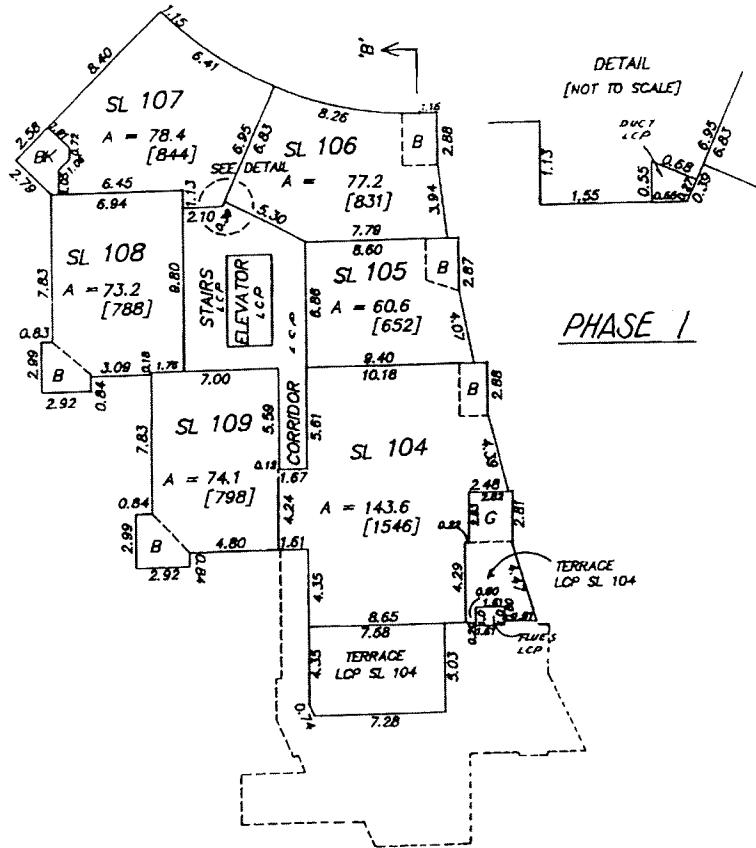
[Signature] B.C.L.S.

STRATA PLAN VR 2540

EIGHTH FLOOR



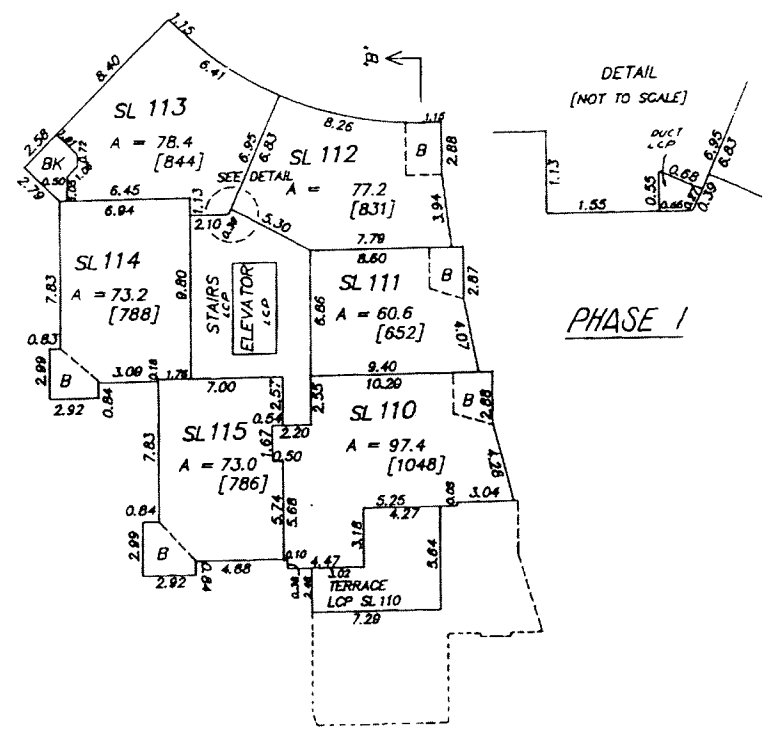
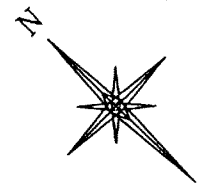
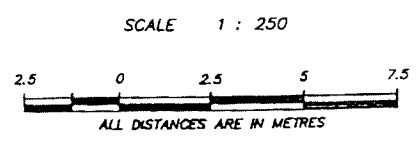
- NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]
BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT
B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT
G DENOTES GAZEBO, LCP APPURTENANT
TO ADJACENT STRATA LOT



DATED THIS 18th DAY OF
OCTOBER 1989
B.C.L.S.

STRATA PLAN VR 2540

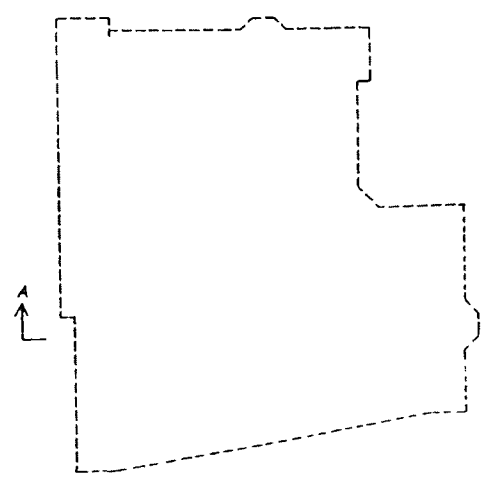
NINTH FLOOR



NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT



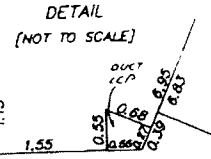
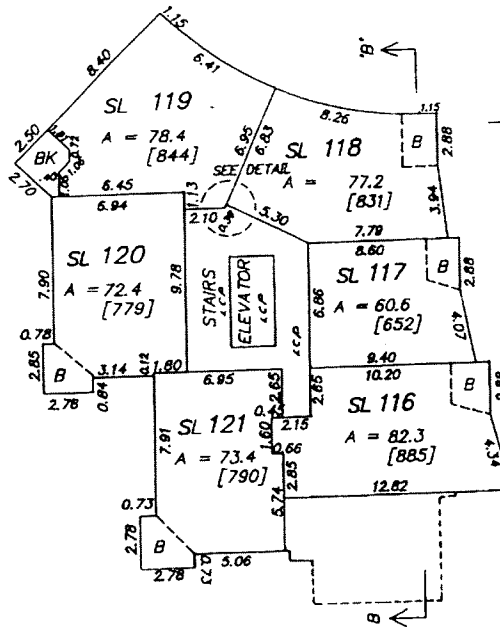
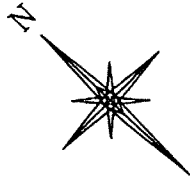
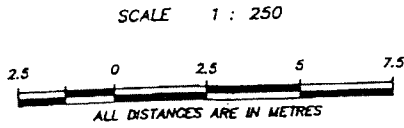
DATED THIS 18TH DAY OF
OCTOBER 1989

B.C.L.S.

SHEET 17 OF 27 SHEETS

STRATA PLAN VR 2540

TENTH FLOOR



PHASE 1

NOTE:

A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

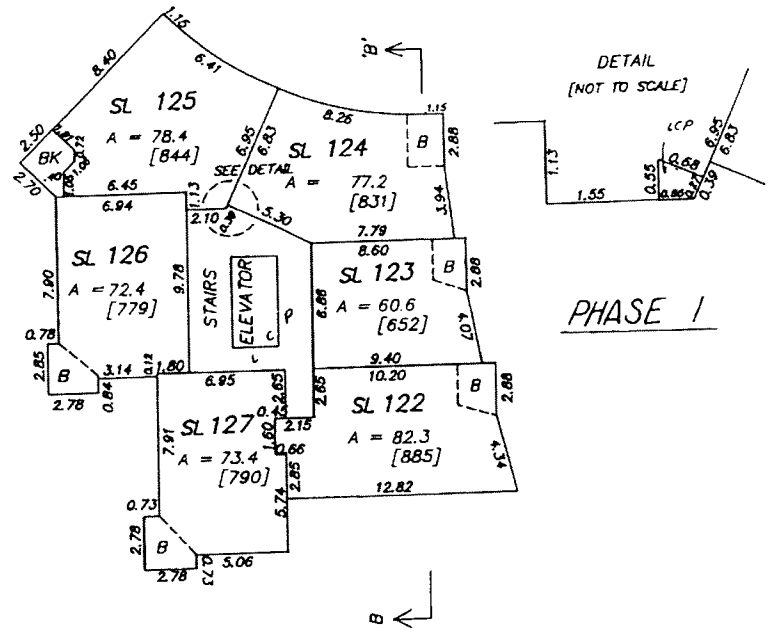
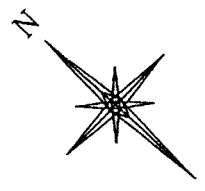
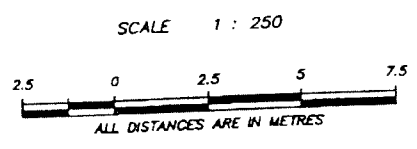
B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

DATED THIS 18th DAY OF
OCTOBER 1999

[Signature] B.C.L.S.

STRATA PLAN VR 2540

ELEVENTH FLOOR



NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

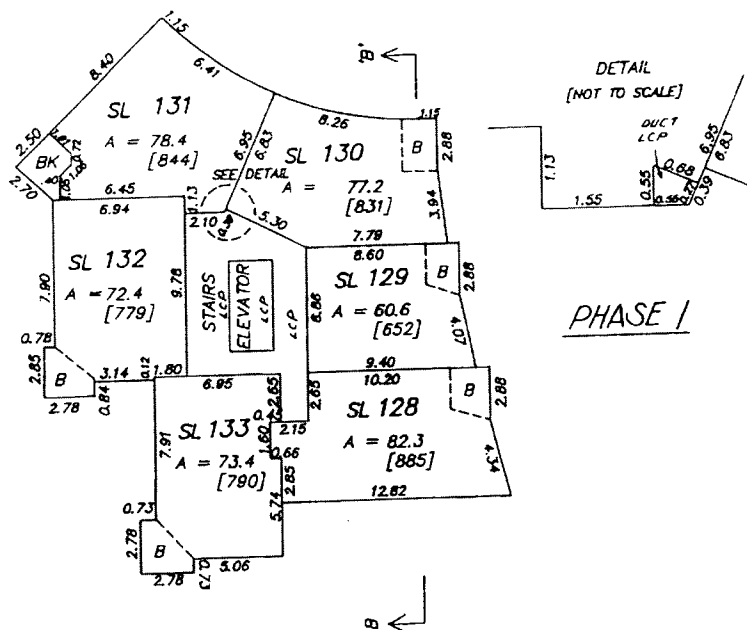
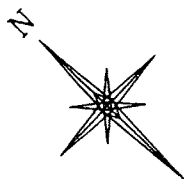
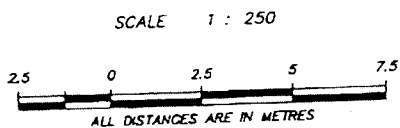
BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

DATED THIS 18th DAY OF
OCTOBER 1989
[Signature] B.C.L.S.

STRATA PLAN VR 2540

TWELFTH FLOOR



NOTE:

A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

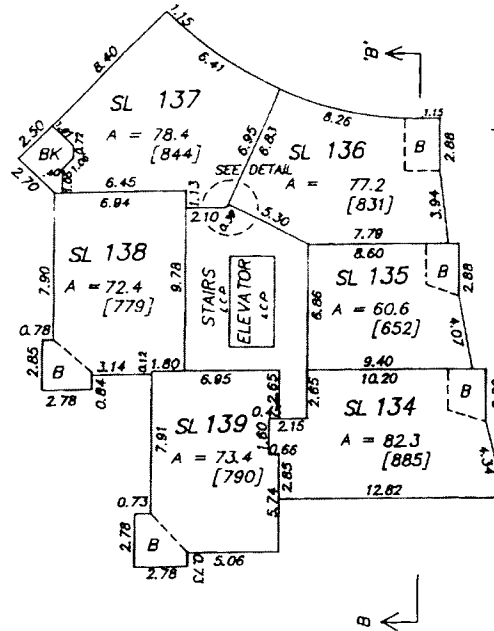
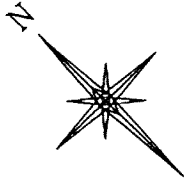
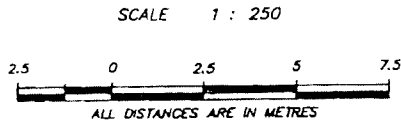
B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

DATED THIS 18th DAY OF
OCTOBER, 1989

[Signature] B.C.L.S.

STRATA PLAN VR 2540

THIRTEENTH FLOOR



NOTE:
A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

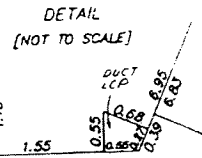
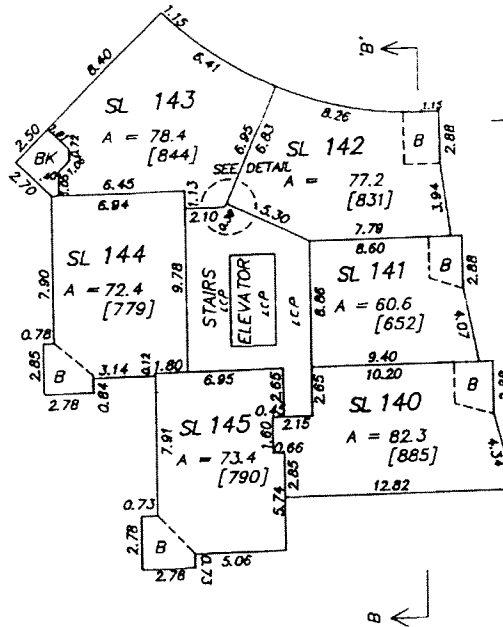
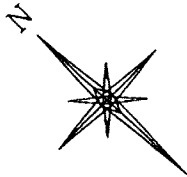
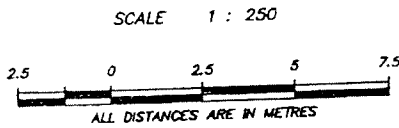
BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT
B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

DATED THIS 18th DAY OF
OCTOBER, 1989

PS B.C.L.S.

STRATA PLAN VR 2540

FOURTEENTH FLOOR



PHASE I

NOTE:

A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
LIMITED COMMON PROPERTY
APPURTENANT TO ADJACENT
STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT

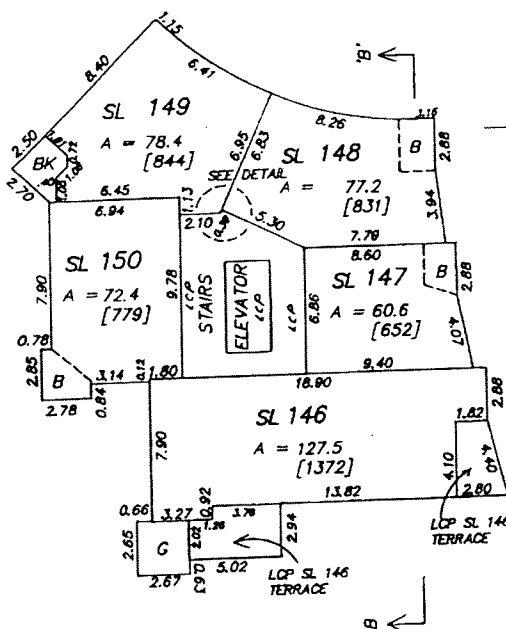
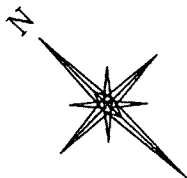
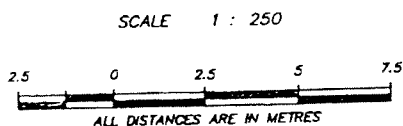
DATED THIS 18TH DAY OF
OCTOBER, 1989

[Signature] B.C.L.S.

SHEET 22 OF 27 SHEETS

STRATA PLAN VR 2540

FIFTEENTH FLOOR



NOTE:

A DENOTES AREA IN SQUARE METRES
 [SQUARE FEET IN BRACKETS]

BK DENOTES BALCONY,
 LIMITED COMMON PROPERTY
 APPURTENANT TO ADJACENT
 STRATA LOT

B DENOTES ENCLOSED BALCONY, PART
 OF STRATA LOT

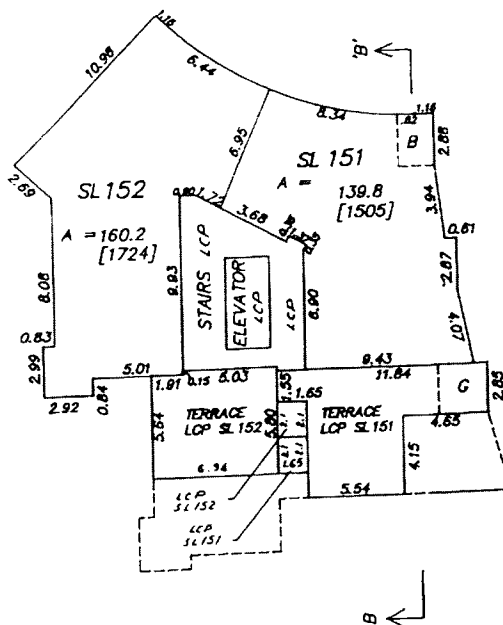
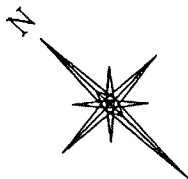
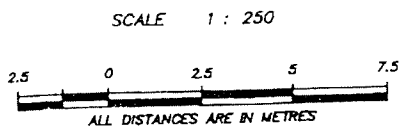
G DENOTES GAZEBO, LIMITED COMMON PROPERTY
 APPURTENANT TO ADJACENT STRATA LOT

DATED THIS 18th DAY OF
 OCTOBER, 1989
 [Signature]
 B.C.L.S.

STRATA PLAN VR 2540

PHASE 1

SIXTEENTH FLOOR



NOTE:

- A DENOTES AREA IN SQUARE METRES
[SQUARE FEET IN BRACKETS]
- B DENOTES ENCLOSED BALCONY, PART
OF STRATA LOT
- G DENOTES GAZEBO, LOP APPURTENANT
TO ADJACENT STRATA LOT

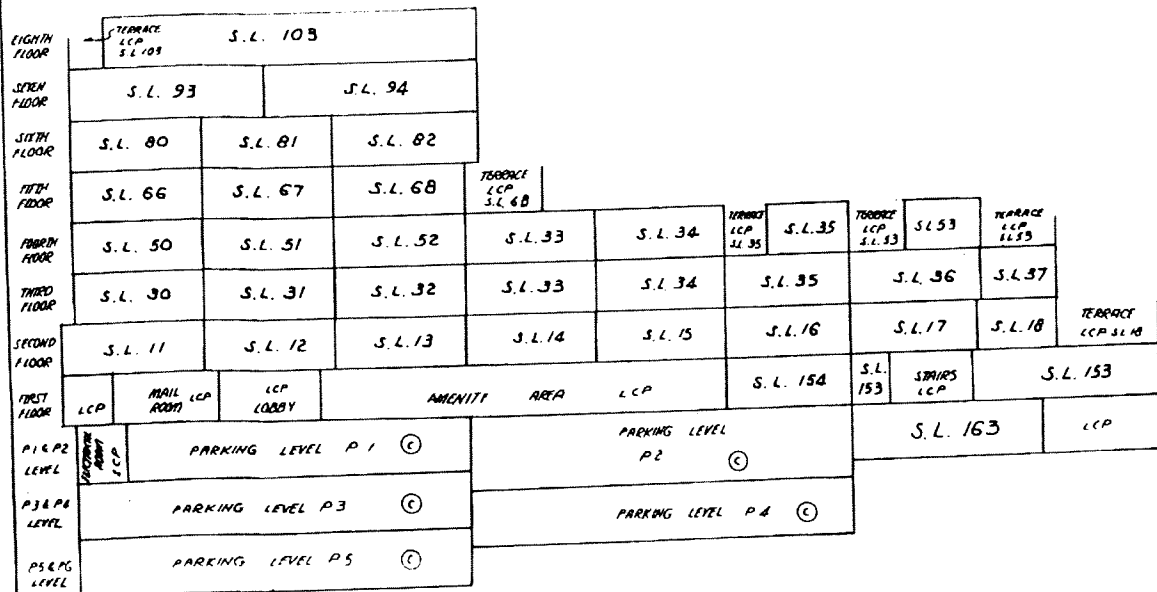
DATED THIS 18th DAY OF
OCTOBER 1989

[Signature] B.C.L.S.

STRATA PLAN VR 2540

SECTION PLAN

SCALE 1:250

PHASE 1SECTION A-A'

DATED THIS 18th DAY OF
OCTOBER 1989

 BCL S

STRATA PLAN VR 2540

SECTION PLAN

SCALE 1 250

SECTION B-B

SECTION B-B'

THIRTEEN FLOOR

FOURTEEN FLOOR

FIFTEEN FLOOR

SIXTEEN FLOOR

SEVENTEEN FLOOR

EIGHTEEN FLOOR

NINETEEN FLOOR

TWENTY FLOOR

TWENTY-ONE FLOOR

TWENTY-TWO FLOOR

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TEN THOUSAND FLOOR

TEN THOUSAND-ONE FLOOR

TEN THOUSAND-TWO FLOOR

T

DATED THIS 18th DAY OF
OCTOBER 1989

OS B.C.L.S

DEALINGS AFFECTING THE COMMON PROPERTY

LINDA J. OSHEA, Register
 Westminster Land Title Districts

DOCUMENT

NUMBER	DATE	DATE	NATURE AND PARTICULARS
459543M	29/11/1987		EASEMENT AND INDEMNITY AGREEMENT IN FAVOUR OF CITY OF VANCOUVER PORTIONS DERIVED FROM FORMER LOT D AND AMENDED LOT E (SEE 10809L) PLAN 5210 EXTENDED BY M51191, 19/06/1983
M51191	19/6/1984		EASEMENT AND INDEMNITY AGREEMENT IN FAVOUR OF CITY OF VANCOUVER ALL EXCEPT THOSE PORTIONS DERIVED FROM FORMER LOT D AND AMENDED LOT E (SEE 10809L) PLAN 5210 EXTENSION OF 459543M
BF63939	26/02/1990		COVENANT IN FAVOUR OF THE CITY OF VANCOUVER SECTION 215 LAND TITLE ACT INTER ALIA
BF63940	26/02/1990		STATUTORY RIGHT OF WAY IN FAVOUR OF THE CITY OF VANCOUVER; INTER ALIA

459543 M
AND
M 51191
CANCELLED
BY DG 43764
8/2/93
Linda J. O'Shea/
REGISTRAR

DATED THIS 18th DAY OF
OCTOBER 1989.

19 B.C.L.S.

STRATA PLAN OF LOT 108, EXCEPT
PART IN PHASE 1, STRATA PLAN
VR. 2540, FALSE CREEK, PLAN 20124
NEW WESTMINSTER DISTRICT.
CITY OF VANCOUVER.

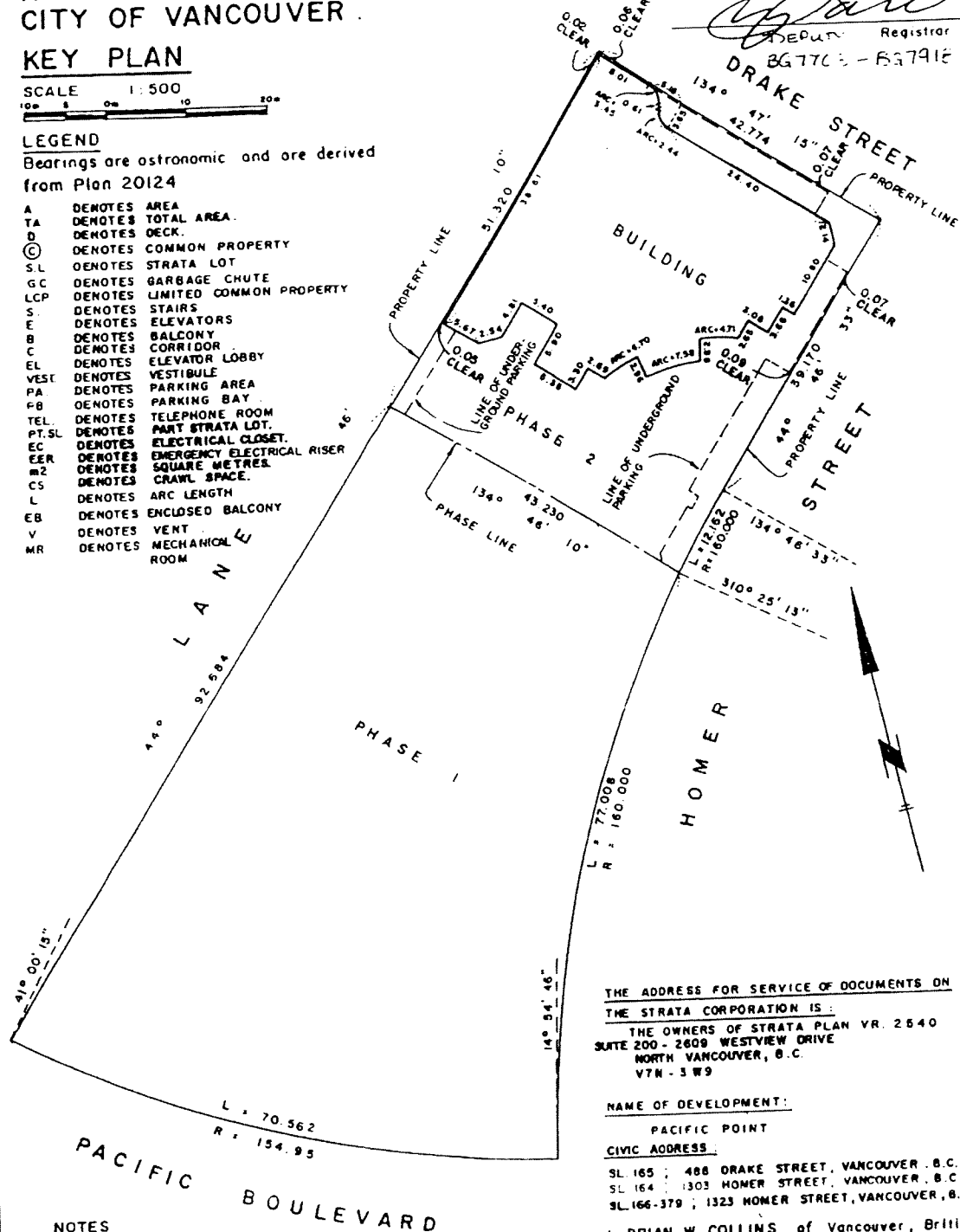
KEY PLAN

SCALE 1:500
0m 5m 10m 20m

LEGEND

Bearings are astronomic and are derived
from Plan 20124

A	DENOTES AREA
TA	DENOTES TOTAL AREA
D	DENOTES DECK
⊙	DENOTES COMMON PROPERTY
S.L	DENOTES STRATA LOT
GC	DENOTES GARBAGE CHUTE
LCP	DENOTES LIMITED COMMON PROPERTY
S	DENOTES STAIRS
E	DENOTES ELEVATORS
B	DENOTES BALCONY
C	DENOTES CORRIDOR
EL	DENOTES ELEVATOR LOBBY
VEST	DENOTES VESTIBULE
PA	DENOTES PARKING AREA
FB	DENOTES PARKING BAY
TEL	DENOTES TELEPHONE ROOM
PT.SL	DENOTES PART STRATA LOT
EC	DENOTES ELECTRICAL CLOSET
EER	DENOTES EMERGENCY ELECTRICAL RISER
m2	DENOTES SQUARE METRES
CS	DENOTES CRAWL SPACE
L	DENOTES ARC LENGTH
EB	DENOTES ENCLOSED BALCONY
V	DENOTES VENT
MR	DENOTES MECHANICAL ROOM



PHASE 2

STRATA PLAN VR. 2540

Deposited and registered in the Land
Title Office at New Westminster, B.C.
this 29 day of JANUARY 1993

[Signature]
DEPUTY Registrar
B67708 - 637912

THE ADDRESS FOR SERVICE OF DOCUMENTS ON
THE STRATA CORPORATION IS:

THE OWNERS OF STRATA PLAN VR. 2540
SUITE 200 - 2609 WESTVIEW DRIVE
NORTH VANCOUVER, B.C.
V7N - 3 W9

NAME OF DEVELOPMENT:

PACIFIC POINT

CIVIC ADDRESS:

SL 165 : 488 DRAKE STREET, VANCOUVER, B.C.
SL 164 : 1303 HOMER STREET, VANCOUVER, B.C.
SL 166-379 : 1323 HOMER STREET, VANCOUVER, B.C.

I, BRIAN W. COLLINS, of Vancouver, British
Columbia Land Surveyor, hereby certify that
the building erected on the parcel described
above is wholly within the external boundaries
of that parcel

Dated this 29 day of JUNE, 1992.

Brian W. Collins B.C.L.S.

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

FILE 5597

PHASE 2

STRATA PLAN VR. 2540

CONDOMINIUM ACT

Lot No	Sheet No.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
164	26	2337	503	2.7
165	28	2238	482	2.6
166	30	1167	251	1
167	30	1371	295	1
168	30	1017	219	1
169	30	704	152	1
170	30	694	149	1
171	31	1117	240	1
172	31	1197	258	1
173	31	900	194	1
174	32	701	151	1
175	32	694	149	1
176	32	990	213	1
177	32	692	149	1
178	31	864	186	1
179	31	1186	255	1
180	33	679	161	1
181	33	995	236	1
182	33	687	163	1
183	33	693	164	1
184	33	997	236	1
185	33	691	164	1
186	33	863	204	1
187	33	852	202	1
188	34	679	161	1
189	34	995	236	1
190	34	687	163	1
191	34	693	164	1
192	34	997	236	1
193	34	691	164	1
194	34	863	204	1
195	34	854	202	1
196	35	679	161	1
197	35	995	236	1
198	35	687	163	1
199	35	693	164	1
200	35	997	236	1
201	35	691	164	1
202	35	863	204	1
203	35	854	202	1
204	36	679	161	1
205	36	995	236	1

DATE 29th June 1992 Bur P.C.L.S.

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St., Vancouver, B.C.

FILE : 5597

PHASE 2

STRATA PLAN VR. 2540FILED
VAVAS2540
RCVD: 1998-02-26
RDS1: 2012-07-09 18:33:44.380

CONDOMINIUM ACT

Lot No.	Sheet No.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
206	36	683	162	1
207	36	693	164	1
208	36	997	236	1
209	36	691	164	1
210	36	863	204	1
211	36	954	202	1
212	37	679	161	1
213	37	995	236	1
214	37	683	162	1
215	37	693	164	1
216	37	997	236	1
217	37	691	164	1
218	37	863	204	1
219	37	854	202	1
220	38	683	162	1
221	38	1002	237	1
222	38	680	161	1
223	38	695	165	1
224	38	997	236	1
225	38	691	164	1
226	38	868	206	1
227	38	859	203	1
228	39	683	162	1
229	39	1002	237	1
230	39	680	161	1
231	39	695	165	1
232	39	997	236	1
233	39	691	164	1
234	39	868	206	1
235	39	859	203	1
236	40	683	162	1
237	40	1002	237	1
238	40	680	161	1
239	40	695	165	1
240	40	997	236	1
241	40	691	164	1
242	40	868	206	1
243	40	859	203	1
244	41	683	169	1
245	41	1002	248	1
246	41	680	168	1
247	41	695	172	1

DATE 23rd JUNE 1992 BY BCL SMORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St, Vancouver, B.C.

FILE 5597

PHASE 2

STRATA PLAN VR. 2540

CONDOMINIUM ACT

Lot No.	Sheet No.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
248	41	997	247	1
249	41	691	171	1
250	41	868	215	1
251	41	859	213	1
252	42	683	169	1
253	42	1002	248	1
254	42	680	168	1
255	42	695	172	1
256	42	997	247	1
257	42	691	171	1
258	42	868	215	1
259	42	859	213	1
260	43	683	169	1
261	43	1002	248	1
262	43	680	168	1
263	43	695	172	1
264	43	997	247	1
265	43	691	171	1
266	43	868	215	1
267	43	859	213	1
268	44	687	170	1
269	44	1007	249	1
270	44	678	168	1
271	44	695	172	1
272	44	997	247	1
273	44	691	171	1
274	44	870	215	1
275	44	860	213	1
276	45	687	170	1
277	45	1007	249	1
278	45	678	168	1
279	45	695	172	1
280	45	997	247	1
281	45	691	171	1
282	45	870	215	1
283	45	860	213	1
284	46	687	170	1
285	46	1007	249	1
286	46	680	168	1
287	46	696	172	1
288	46	997	247	1
289	46	691	171	1

DATE 25 JUNE 1992 B.H. B.C.L.S.

MORGAN STEWART AND COMPANY
 Surveyors and Engineers
 1055 Seymour St., Vancouver, B.C.

FILE: 5597

FILED
 VANCOUVER
 K.V.D.:1998-02-26
 R.D.S.:2012-07-09-18-33-44-380

PHASE 2

STRATA PLAN VR. 2540

CONDOMINIUM ACT

Lot No.	Sheet No	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
290	46	872	216	1
291	46	861	213	1
292	47	687	170	1
293	47	1007	249	1
294	47	680	168	1
295	47	696	172	1
296	47	997	247	1
297	47	691	171	1
298	47	872	216	1
299	47	861	213	1
300	48	687	170	1
301	48	1007	249	1
302	48	680	168	1
303	48	696	172	1
304	48	997	247	1
305	48	691	171	1
306	48	872	216	1
307	48	861	213	1
308	49	687	170	1
309	49	1007	249	1
310	49	680	168	1
311	49	696	172	1
312	49	997	247	1
313	49	691	171	1
314	49	872	216	1
315	49	861	213	1
316	50	687	170	1
317	50	1007	249	1
318	50	680	168	1
319	50	696	172	1
320	50	997	247	1
321	50	691	171	1
322	50	872	216	1
323	50	861	213	1
324	51	653	169	1
325	51	416	112	1
326	51	711	191	1
327	51	723	195	1
328	51	425	114	1
329	51	681	176	1
330	51	864	223	1
331	51	863	223	1

DATE 29th JUNE 1992 BUE BCL S

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, BC

FILE 5597

FILED
VANAS2540
RCO:1998-02-26 RST:2012-07-09-18 33 44 380

PHASE 2

STRATA PLAN VR.2540

CONDOMINIUM ACT

Lot No.	Sheet No.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
332	52	653	169	1
333	52	416	107	1
334	52	711	184	1
335	52	723	187	1
336	52	425	110	1
337	52	681	176	1
338	52	865	223	1
339	52	863	223	1
340	53	653	169	1
341	53	416	107	1
342	53	711	184	1
343	53	723	187	1
344	53	425	110	1
345	53	681	176	1
346	53	865	223	1
347	53	863	223	1
348	54	653	169	1
349	54	416	107	1
350	54	712	184	1
351	54	725	187	1
352	54	425	110	1
353	54	681	176	1
354	54	867	224	1
355	54	865	223	1
356	55	653	169	1
357	55	416	107	1
358	55	712	184	1
359	55	725	187	1
360	55	425	110	1
361	55	681	176	1
362	55	867	224	1
363	55	865	223	1
364	56	653	169	1
365	56	416	107	1
366	56	712	184	1
367	56	725	187	1
368	56	425	110	1
369	56	681	176	1
370	56	867	224	1
371	56	865	223	1
372	57	653	169	1
373	57	416	116	1
374	57	712	199	1

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

DATE 29th June 1992 B.C.L.S.

FILE 5597

FILED
VANAS2540
RCVD: 1998-02-26
RQST: 2012-07-09 18:33:44:380

PHASE 2

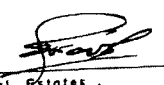
STRATA PLAN VR. 2540

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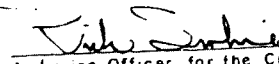
CONDOMINIUM ACT

Lot No	Sheet No.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST	NUMBER OF VOTES
375	57	1361	381	1
376	57	425	119	1
377	57	681	191	1
378	57	869	243	1
379	57	1559	436	1
AGGREGATE		173,147	42,314	219.3

Accepted as to forms 1, 2 and 3.
Dated this 15 day of December 1992.

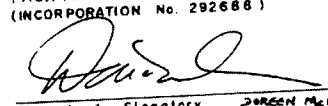

Superintendent of Real Estates.

Approved as phase 2 of 2 phase strata plan under the condominium act.
Dated this 9th day of DECEMBER 1992.

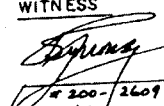

Approving Officer for the City of Vancouver.

OWNER:

PACIFIC POINT DEVELOPMENT CORPORATION
(INCORPORATION No. 292688)


Authorized Signatory JOREEN McMILLAN

WITNESS


L. THOMAS SYMONS
200-2609 WESTVIEW DRIVE
NORTH VANCOUVER, B.C., V7H 3W9

Address of witness

BARRISTER / SOLICITOR

Occupation of witness

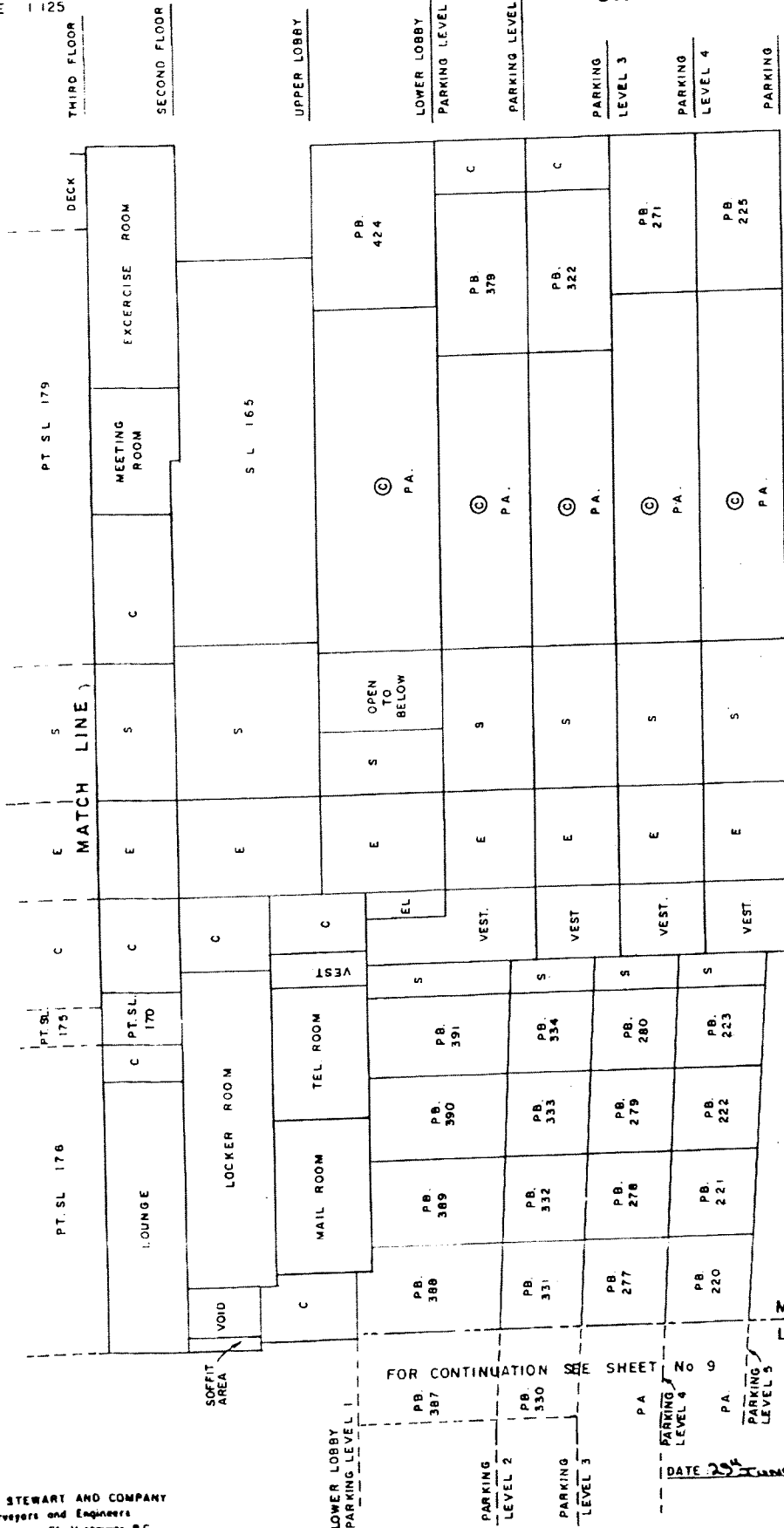
DATE 29th JUNE 1992 BUTCH CLS

SECTION C-C

SCALE 1:25

PHASE 2
STRATA PLAN VR. 2540

FOR CONTINUATION SEE SHEET No 10



NOTE:
- ALL PARKING BAY (PB) ARE COMMON PROPERTY
- ALL OTHER DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS 166-379
INCLUSIVE UNLESS OTHERWISE SHOWN

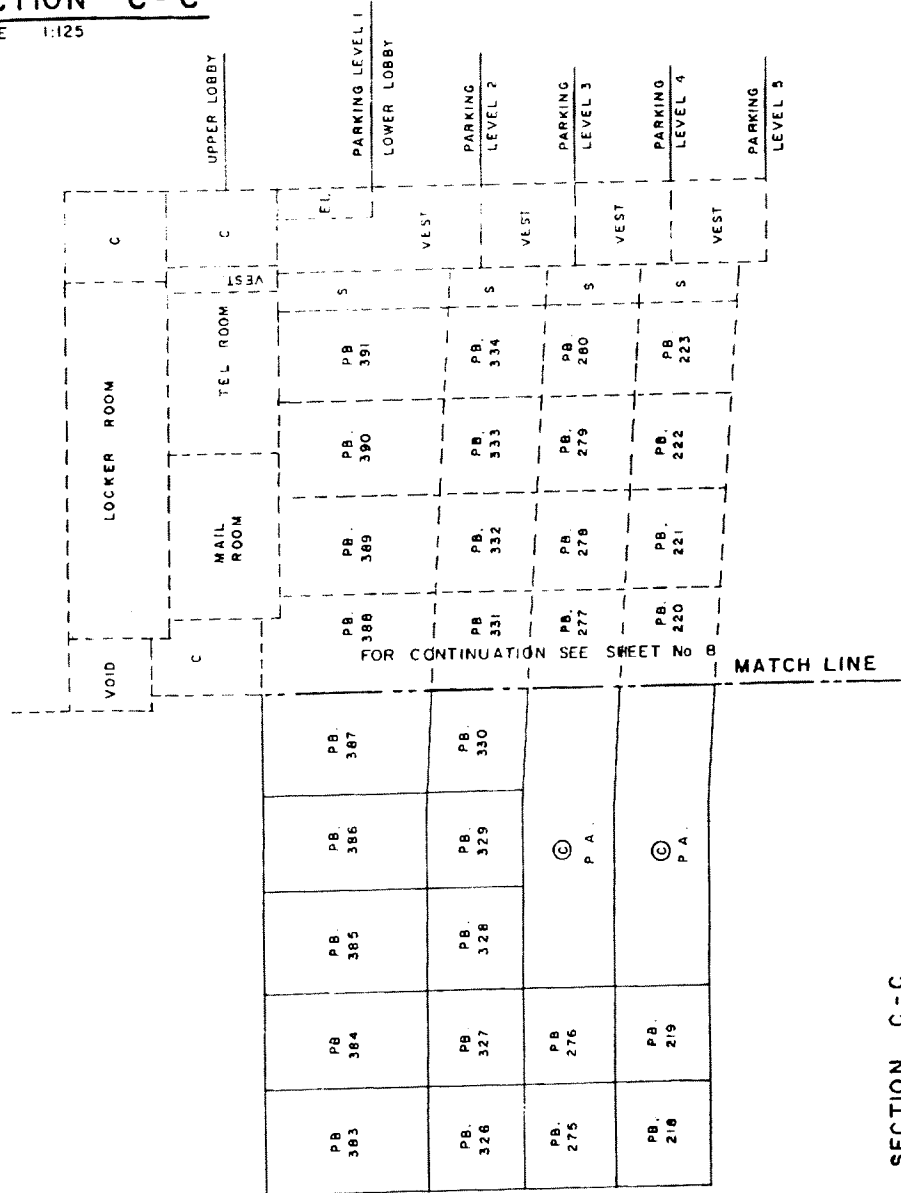
SECTION C-C

SECTION C-C

SCALE 1:125

PHASE 2

STRATA PLAN VR. 2540



NOTE

- ALL PARKING BAY (P.B.) ARE COMMON PROPERTY.
- ALL OTHER DESIGNATED AREAS ARE LIMITED COMMON PROPERTY FOR STRATA LOTS 166-379 INCLUSIVE UNLESS OTHERWISE SHOWN

PARKING LEVEL 2

PARKING LEVEL 3

PARKING LEVEL 4

PARKING LEVEL 5

SECTION C-C

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St, Vancouver, B.C.

DATE 29th June 1992 BML BCL S

SECTION C-C

SCALE

1:125

STRATA PLAN VR. 2540

FOR CONTINUATION SEE SHEET NO. 11										FOR CONTINUATION SEE SHEET NO. 8									
PT. SL. 256	PT. SL. 255	C	E	S	MATCH LINE	PT. SL. 259													
PT. SL. 248	PT. SL. 247	C	E	S		PT. SL. 251													
PT. SL. 240	PT. SL. 239	C	E	S		PT. SL. 243													
PT. SL. 232	PT. SL. 231	C	E	S		PT. SL. 235													
PT. SL. 224	PT. SL. 223	C	E	S		PT. SL. 227													
PT. SL. 216	PT. SL. 215	C	E	S		PT. SL. 219													
PT. SL. 208	PT. SL. 207	C	E	S		PT. SL. 211													
PT. SL. 200	PT. SL. 199	C	E	S		PT. SL. 203													
PT. SL. 192	PT. SL. 191	C	E	S		PT. SL. 195													
PT. SL. 184	PT. SL. 183	C	E	S		PT. SL. 187													
PT. SL. 176	PT. SL. 175	C	E	S		PT. SL. 179													

NOTE

- ALL OTHER DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS 166-379
INCLUSIVE UNLESS OTHERWISE SHOWN

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

DATE 29th JUNE 1992 BUT B.C.L.S.

PHASE 2
STRATA PLAN VR. 2540

SECTION C-C

SCALE 1:125

22 ND FLOOR
21 ST. FLOOR
20 TH FLOOR
19 TH FLOOR
18 TH FLOOR
17 TH FLOOR
16 TH FLOOR
15 TH FLOOR
14 TH FLOOR
13 TH FLOOR

FOR CONTINUATION SEE SHEET No. 12		PT. SL. 328		PT. SL. 331	
LCP. for SL. 328	PATIO	C	E	S	PT. SL. 331
		MATCH LINE			
PT. SL. 320	PT. SL. 319	C	E	S	PT. SL. 323
PT. SL. 312	PT. SL. 311	C	E	S	PT. SL. 315
PT. SL. 304	PT. SL. 303	C	E	S	PT. SL. 307
PT. SL. 296	PT. SL. 295	C	E	S	PT. SL. 299
PT. SL. 288	PT. SL. 287	C	E	S	PT. SL. 291
PT. SL. 280	PT. SL. 279	C	E	S	PT. SL. 283
PT. SL. 272	PT. SL. 271	C	E	S	PT. SL. 275
PT. SL. 264	PT. SL. 263	C	E	S	PT. SL. 267
PT. SL. 256	PT. SL. 255	C	E	S	PT. SL. 259
PT. SL. 248	PT. SL. 247	C	E	S	PT. SL. 251
		MATCH LINE			
		FOR CONTINUATION SEE SHEET No. 10			

SECTION C-C

NOTE

ALL OTHER DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS 166-379
INCLUSIVE UNLESS OTHERWISE SHOWN

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

DATE 29th June 1992 RBC BCL S

PHASE 2
STRATA PLAN VR. 2540

SECTION C - C

SCALE

1:125

ELEVATOR MACHINE

UPPER PENTHOUSE

PENTHOUSE

27TH FLOOR

26TH FLOOR

25TH FLOOR

24TH FLOOR

23RD FLOOR

22ND FLOOR

NOTE
ALL OTHER DESIGNATED AREAS ARE LIMITED COMMON
PROPERTY FOR STRATA LOTS 166-379 INCLUSIVE UNLESS

		ELEVATOR MACHINE ROOM		S	HOT WATER TANK ROOM		PT SL 379		ROOF	
		E	M							
P LCP for SL 375										
PT SL 376	C	E		S			PT SL 379			
PT SL 368	C	E		S			PT SL 371			
PT SL 360	C	E		S			PT SL 363			
PT SL 352	C	E		S			PT SL 355			
PT SL 344	C	E		S			PT SL 347			
PT SL 336	C	E		S			PT SL 339			
PT SL 328	C	E		S			PT SL 331			
PATIO LCP for SL 328										
		MATCH LINE								
PT SL 320	C	E		S			PT SL 323			
		PT SL 319								

FOR CONTINUATION SEE SHEET No. 11

FOR CONTINUATION SEE SHEET No II

SECTION C - C

NOTE

- ALL OTHER DESIGNATED AREAS ARE LIMITED COMMON PROPERTY FOR STRATA LOTS 166-379 INCLUSIVE UNLESS OTHERWISE SHOWN

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St, Vancouver, B.C.

DATE 29th June 1992 BCL S

SCALE 1:125

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

PARKING
LEVEL 3

SECTION D-D

NOTE:
- ALL PARKING BAYS (PB.) ARE COMMON PROPERTY
- ALL OTHER DESIGNATED AREAS ARE LIMITED COMMON
PROPERTY FOR STRATA LOTS 166-379 INCLUSIVE
UNLESS OTHERWISE SHOWN

DATE 29th June 1992 BCL BCL S

FILE 5597

SECTION D-D

PHASE 2

STRATA PLAN VR. 2540

SCALE 1"=25'

22ND FLOOR	21ST FLOOR	20TH FLOOR	19TH FLOOR	18TH FLOOR	17TH FLOOR	16TH FLOOR	15TH FLOOR	14TH FLOOR	13TH FLOOR
PT. SL. 326	PT. SL. 326	PT. SL. 326	PT. SL. 326	PT. SL. 326	PT. SL. 326	PT. SL. 326	PT. SL. 326	PT. SL. 326	PT. SL. 326
PT. SL. 317	PT. SL. 318	PT. SL. 318	PT. SL. 318	PT. SL. 318	PT. SL. 318	PT. SL. 318	PT. SL. 318	PT. SL. 318	PT. SL. 318
PT. SL. 309	PT. SL. 310	PT. SL. 310	PT. SL. 310	PT. SL. 310	PT. SL. 310	PT. SL. 310	PT. SL. 310	PT. SL. 310	PT. SL. 310
PT. SL. 301	PT. SL. 302	PT. SL. 302	PT. SL. 302	PT. SL. 302	PT. SL. 302	PT. SL. 302	PT. SL. 302	PT. SL. 302	PT. SL. 302
PT. SL. 293	PT. SL. 294	PT. SL. 294	PT. SL. 294	PT. SL. 294	PT. SL. 294	PT. SL. 294	PT. SL. 294	PT. SL. 294	PT. SL. 294
PT. SL. 285	PT. SL. 286	PT. SL. 286	PT. SL. 286	PT. SL. 286	PT. SL. 286	PT. SL. 286	PT. SL. 286	PT. SL. 286	PT. SL. 286
PT. SL. 277	PT. SL. 278	PT. SL. 278	PT. SL. 278	PT. SL. 278	PT. SL. 278	PT. SL. 278	PT. SL. 278	PT. SL. 278	PT. SL. 278
PT. SL. 269	PT. SL. 270	PT. SL. 270	PT. SL. 270	PT. SL. 270	PT. SL. 270	PT. SL. 270	PT. SL. 270	PT. SL. 270	PT. SL. 270
PT. SL. 261	PT. SL. 262	PT. SL. 262	PT. SL. 262	PT. SL. 262	PT. SL. 262	PT. SL. 262	PT. SL. 262	PT. SL. 262	PT. SL. 262
PT. SL. 253	PT. SL. 254	PT. SL. 254	PT. SL. 254	PT. SL. 254	PT. SL. 254	PT. SL. 254	PT. SL. 254	PT. SL. 254	PT. SL. 254
PT. SL. 245	PT. SL. 246	PT. SL. 246	PT. SL. 246	PT. SL. 246	PT. SL. 246	PT. SL. 246	PT. SL. 246	PT. SL. 246	PT. SL. 246
PT. SL. 237	PT. SL. 238	PT. SL. 238	PT. SL. 238	PT. SL. 238	PT. SL. 238	PT. SL. 238	PT. SL. 238	PT. SL. 238	PT. SL. 238
PT. SL. 229	PT. SL. 230	PT. SL. 230	PT. SL. 230	PT. SL. 230	PT. SL. 230	PT. SL. 230	PT. SL. 230	PT. SL. 230	PT. SL. 230
PT. SL. 221	PT. SL. 222	PT. SL. 222	PT. SL. 222	PT. SL. 222	PT. SL. 222	PT. SL. 222	PT. SL. 222	PT. SL. 222	PT. SL. 222
PT. SL. 213	PT. SL. 214	PT. SL. 214	PT. SL. 214	PT. SL. 214	PT. SL. 214	PT. SL. 214	PT. SL. 214	PT. SL. 214	PT. SL. 214
PT. SL. 205	PT. SL. 206	PT. SL. 206	PT. SL. 206	PT. SL. 206	PT. SL. 206	PT. SL. 206	PT. SL. 206	PT. SL. 206	PT. SL. 206
PT. SL. 197	PT. SL. 198	PT. SL. 198	PT. SL. 198	PT. SL. 198	PT. SL. 198	PT. SL. 198	PT. SL. 198	PT. SL. 198	PT. SL. 198
PT. SL. 189	PT. SL. 190	PT. SL. 190	PT. SL. 190	PT. SL. 190	PT. SL. 190	PT. SL. 190	PT. SL. 190	PT. SL. 190	PT. SL. 190
PT. SL. 181	PT. SL. 182	PT. SL. 182	PT. SL. 182	PT. SL. 182	PT. SL. 182	PT. SL. 182	PT. SL. 182	PT. SL. 182	PT. SL. 182
PT. SL. 173	PT. SL. 174	PT. SL. 174	PT. SL. 174	PT. SL. 174	PT. SL. 174	PT. SL. 174	PT. SL. 174	PT. SL. 174	PT. SL. 174
PT. SL. 165	PT. SL. 166	PT. SL. 166	PT. SL. 166	PT. SL. 166	PT. SL. 166	PT. SL. 166	PT. SL. 166	PT. SL. 166	PT. SL. 166
PT. SL. 157	PT. SL. 158	PT. SL. 158	PT. SL. 158	PT. SL. 158	PT. SL. 158	PT. SL. 158	PT. SL. 158	PT. SL. 158	PT. SL. 158
PT. SL. 149	PT. SL. 150	PT. SL. 150	PT. SL. 150	PT. SL. 150	PT. SL. 150	PT. SL. 150	PT. SL. 150	PT. SL. 150	PT. SL. 150
PT. SL. 141	PT. SL. 142	PT. SL. 142	PT. SL. 142	PT. SL. 142	PT. SL. 142	PT. SL. 142	PT. SL. 142	PT. SL. 142	PT. SL. 142
PT. SL. 133	PT. SL. 134	PT. SL. 134	PT. SL. 134	PT. SL. 134	PT. SL. 134	PT. SL. 134	PT. SL. 134	PT. SL. 134	PT. SL. 134
PT. SL. 125	PT. SL. 126	PT. SL. 126	PT. SL. 126	PT. SL. 126	PT. SL. 126	PT. SL. 126	PT. SL. 126	PT. SL. 126	PT. SL. 126
PT. SL. 117	PT. SL. 118	PT. SL. 118	PT. SL. 118	PT. SL. 118	PT. SL. 118	PT. SL. 118	PT. SL. 118	PT. SL. 118	PT. SL. 118
PT. SL. 109	PT. SL. 110	PT. SL. 110	PT. SL. 110	PT. SL. 110	PT. SL. 110	PT. SL. 110	PT. SL. 110	PT. SL. 110	PT. SL. 110
PT. SL. 101	PT. SL. 102	PT. SL. 102	PT. SL. 102	PT. SL. 102	PT. SL. 102	PT. SL. 102	PT. SL. 102	PT. SL. 102	PT. SL. 102
PT. SL. 93	PT. SL. 94	PT. SL. 94	PT. SL. 94	PT. SL. 94	PT. SL. 94	PT. SL. 94	PT. SL. 94	PT. SL. 94	PT. SL. 94
PT. SL. 85	PT. SL. 86	PT. SL. 86	PT. SL. 86	PT. SL. 86	PT. SL. 86	PT. SL. 86	PT. SL. 86	PT. SL. 86	PT. SL. 86
PT. SL. 77	PT. SL. 78	PT. SL. 78	PT. SL. 78	PT. SL. 78	PT. SL. 78	PT. SL. 78	PT. SL. 78	PT. SL. 78	PT. SL. 78
PT. SL. 69	PT. SL. 70	PT. SL. 70	PT. SL. 70	PT. SL. 70	PT. SL. 70	PT. SL. 70	PT. SL. 70	PT. SL. 70	PT. SL. 70
PT. SL. 61	PT. SL. 62	PT. SL. 62	PT. SL. 62	PT. SL. 62	PT. SL. 62	PT. SL. 62	PT. SL. 62	PT. SL. 62	PT. SL. 62
PT. SL. 53	PT. SL. 54	PT. SL. 54	PT. SL. 54	PT. SL. 54	PT. SL. 54	PT. SL. 54	PT. SL. 54	PT. SL. 54	PT. SL. 54
PT. SL. 45	PT. SL. 46	PT. SL. 46	PT. SL. 46	PT. SL. 46	PT. SL. 46	PT. SL. 46	PT. SL. 46	PT. SL. 46	PT. SL. 46
PT. SL. 37	PT. SL. 38	PT. SL. 38	PT. SL. 38	PT. SL. 38	PT. SL. 38	PT. SL. 38	PT. SL. 38	PT. SL. 38	PT. SL. 38
PT. SL. 29	PT. SL. 30	PT. SL. 30	PT. SL. 30	PT. SL. 30	PT. SL. 30	PT. SL. 30	PT. SL. 30	PT. SL. 30	PT. SL. 30
PT. SL. 21	PT. SL. 22	PT. SL. 22	PT. SL. 22	PT. SL. 22	PT. SL. 22	PT. SL. 22	PT. SL. 22	PT. SL. 22	PT. SL. 22
PT. SL. 13	PT. SL. 14	PT. SL. 14	PT. SL. 14	PT. SL. 14	PT. SL. 14	PT. SL. 14	PT. SL. 14	PT. SL. 14	PT. SL. 14
PT. SL. 5	PT. SL. 6	PT. SL. 6	PT. SL. 6	PT. SL. 6	PT. SL. 6	PT. SL. 6	PT. SL. 6	PT. SL. 6	PT. SL. 6

FOR CONTINUATION SEE SHEET No. 16

MATCH LINE

PT. SL. 326

P
LCP for SL 326

NOTE:

- ALL OTHER DESIGNATED AREAS ARE LIMITED COMMON
PROPERTY FOR STRATA LOTS 166 - 379 INCLUSIVE
UNLESS OTHERWISE SHOWN.

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

DATE 29th June 1992 BUC RCL S

FILE 5597

SECTION D-D

FOR CONTINUATION SEE SHEET No. 14

SCALE 1:125

STRATA PLAN VR. 2540

ELEVATOR MACHINE ROOM		ELEVATOR MACHINE ROOM	ROOF PATIO LCP for SL 379	
PT.SL.375	MR	E	S	
PT. SL. 374	EL	E	C GC	PT. SL. 378
PT. SL. 366	EL	E	C GC	PT. SL. 370
PT. SL. 358	EL	E	C GC	PT. SL. 362
PT. SL. 350	EL	E	C GC	PT. SL. 354
PT. SL. 342	EL	E	C GC	PT. SL. 346
PT. SL. 334	EL	E	C GC	PT. SL. 338
PT. SL. 326	EL	E	C GC	PT. SL. 330

ELEVATOR MACHINE

UPPER PENTHOUSE

PENTHOUSE

27 TH FLOOR

26 TH FLOOR

25 TH FLOOR

24 TH FLOOR

23 RD FLOOR

22 ND FLOOR

NOTE

- ALL OTHER DESIGNATED AREAS ARE LIMITED TO STRATA LOTS 166-379

FOR CONTINUATION SEE SHEET No. 15

SECTION D-D

NOTE

NOTE:
- ALL OTHER DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS 166-379
INCLUSIVE UNLESS OTHERWISE SHOWN

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St, Vancouver, B.C.

DATE 29th JUNE 1992 Bue BCL5

PARKING LEVEL 5 (WEST SIDE)

SCALE 1:125

PHASE 2

STRATA PLAN VR. 2540



NOTE
ALL PARKING BAYS (PB)
ARE COMMON PROPERTY.

DATE 29th June 1992 Bure BCLLS

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

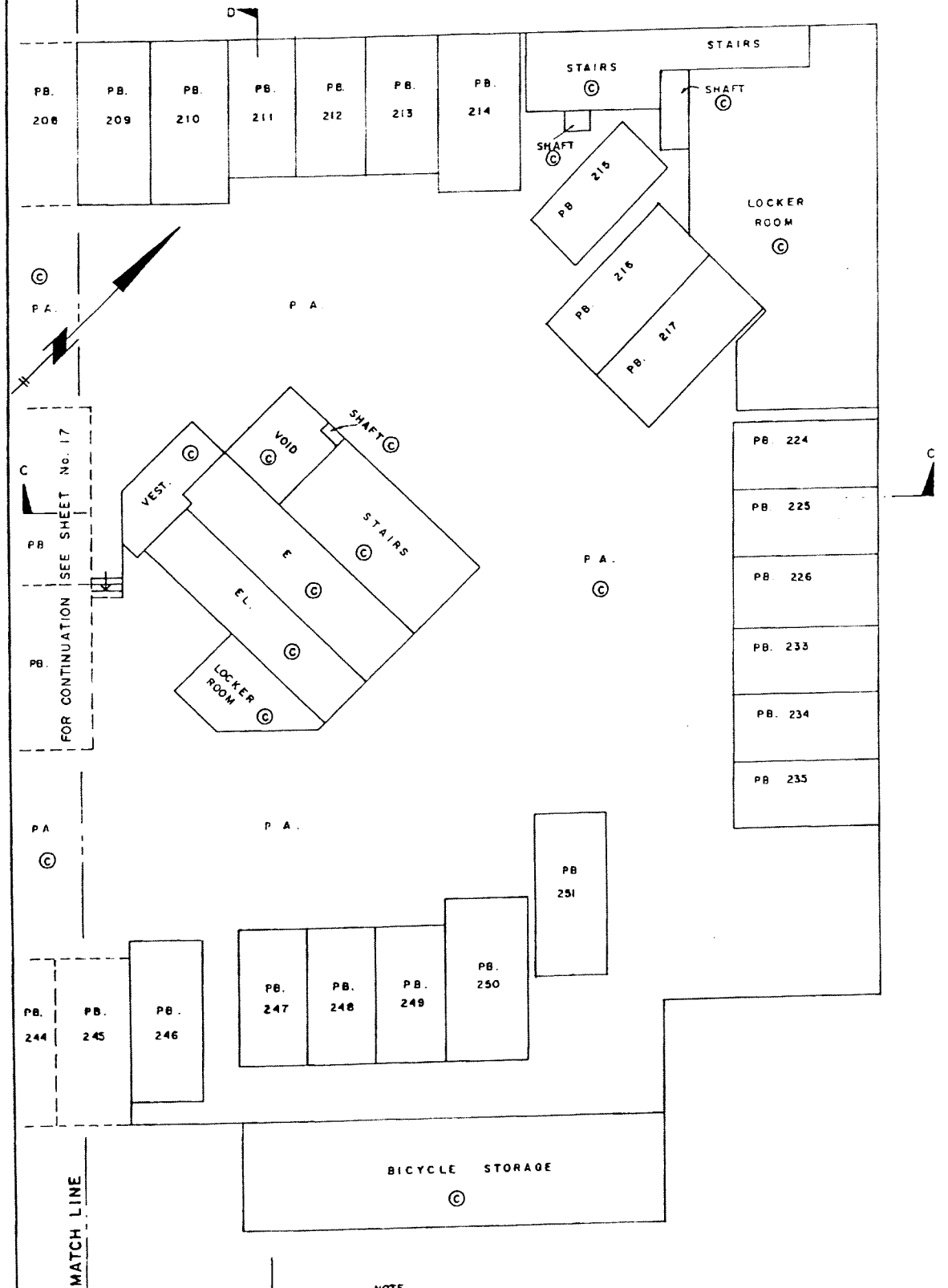
FILE 5597

PHASE 2

STRATA PLAN VR 2540

PARKING LEVEL 5 (EAST SIDE)

SCALE 1:125



NOTE
ALL PARKING BAYS (PB)
ARE COMMON PROPERTY.

DATE 29 June 1992 BY B.C.L.S.

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St, Vancouver, B.C.

FILE 5897

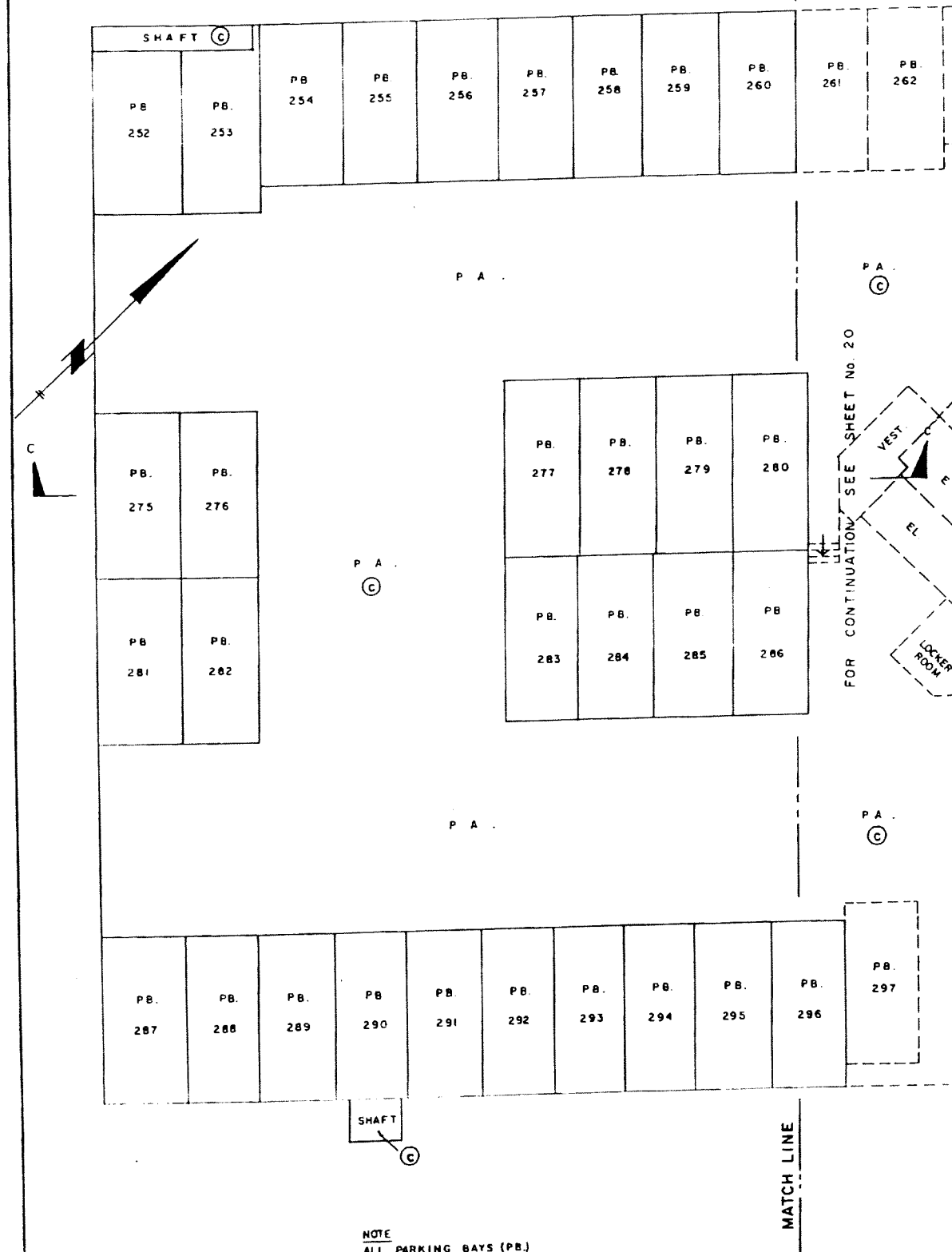
PARKING LEVEL 4 (WEST SIDE)

PHASE 2

STRATA PLAN VR. 2540

SCALE

1:125



MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

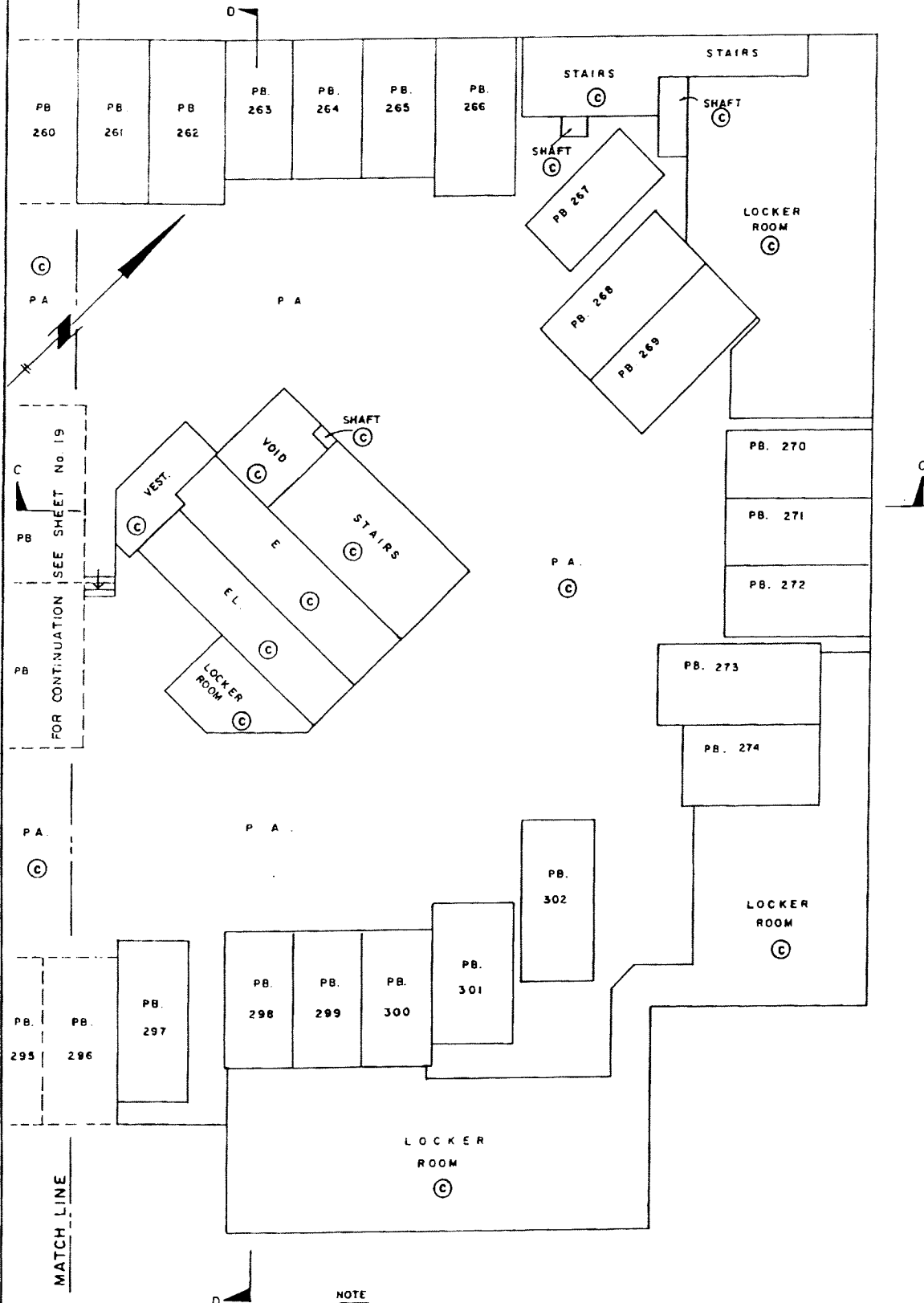
DATE 25th JUNE 1992 BY B.C.L.S.

PARKING LEVEL 4 (EAST SIDE)

PHASE 2

STRATA PLAN VR. 2540

SCALE 1:125



NOTE

ALL PARKING BAYS (PB)
ARE COMMON PROPERTY.

DATE 29th June 1992 BLS/CLS

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

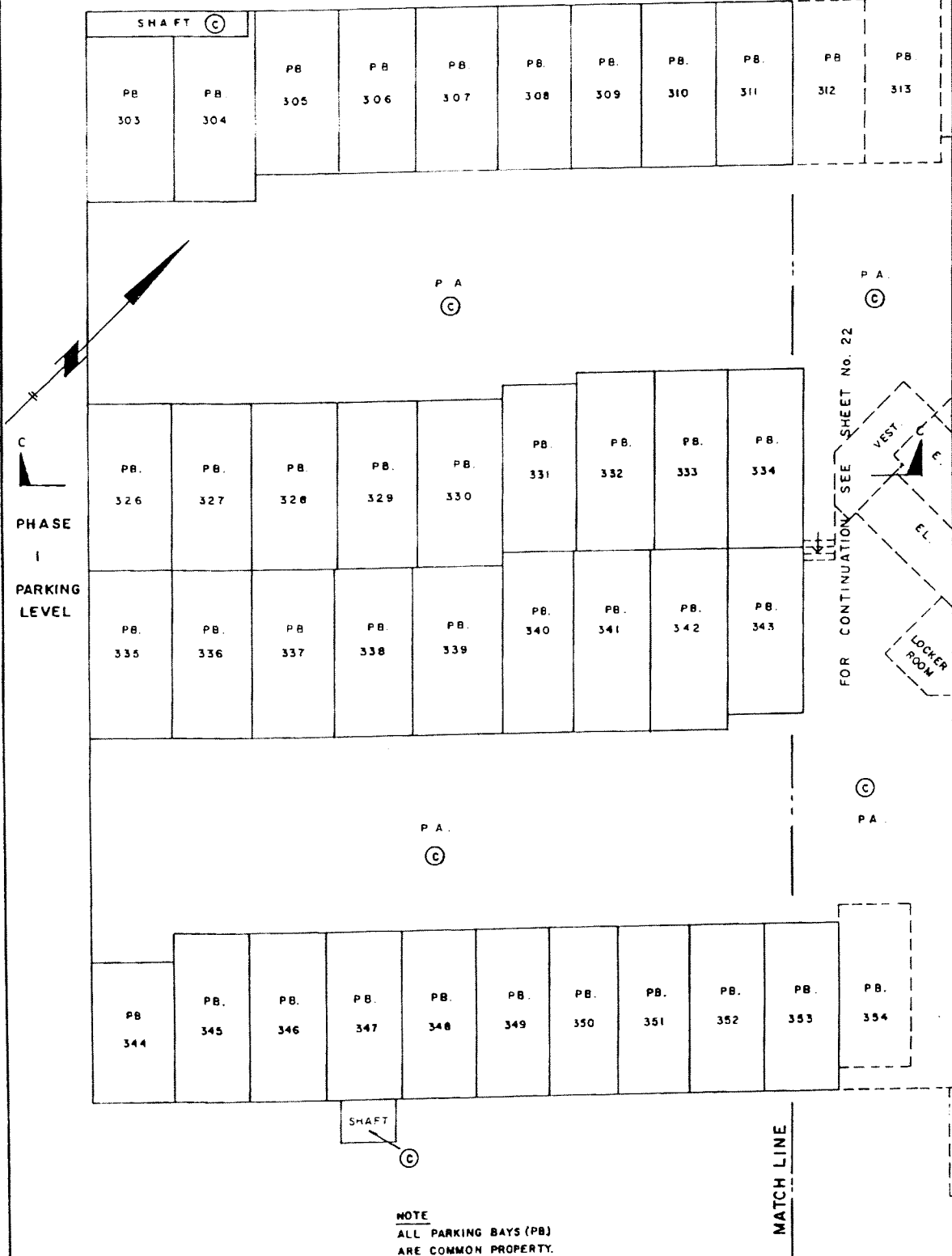
PARKING LEVEL 3 (WEST SIDE)

PHASE 2

STRATA PLAN VR. 2540

SCALE

1:125



MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

DATE 25th June 1992 BY B.C.L.S.

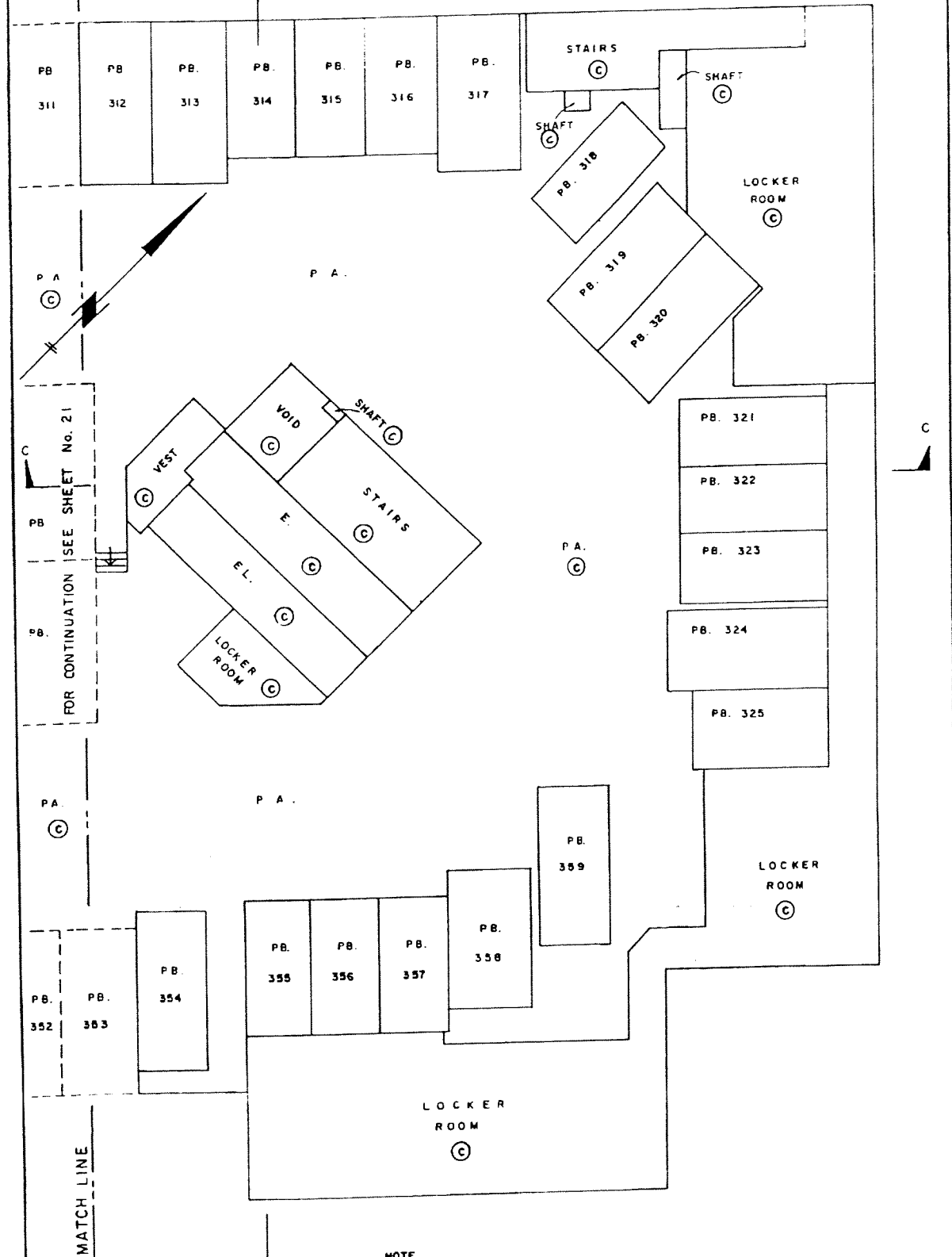
FILE 5397

PARKING LEVEL 3 (EAST SIDE)

PHASE 2

STRATA PLAN VR. 2540

SCALE 1:125



NOTE

ALL PARKING BAYS (PB)
ARE COMMON PROPERTY.

DATE 25 June 1992 Burells

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St., Vancouver, B.C.

FILE 5597

PHASE 2

STRATA PLAN VR 2540

PARKING LEVEL 2 (WEST SIDE)

SCALE

1:125

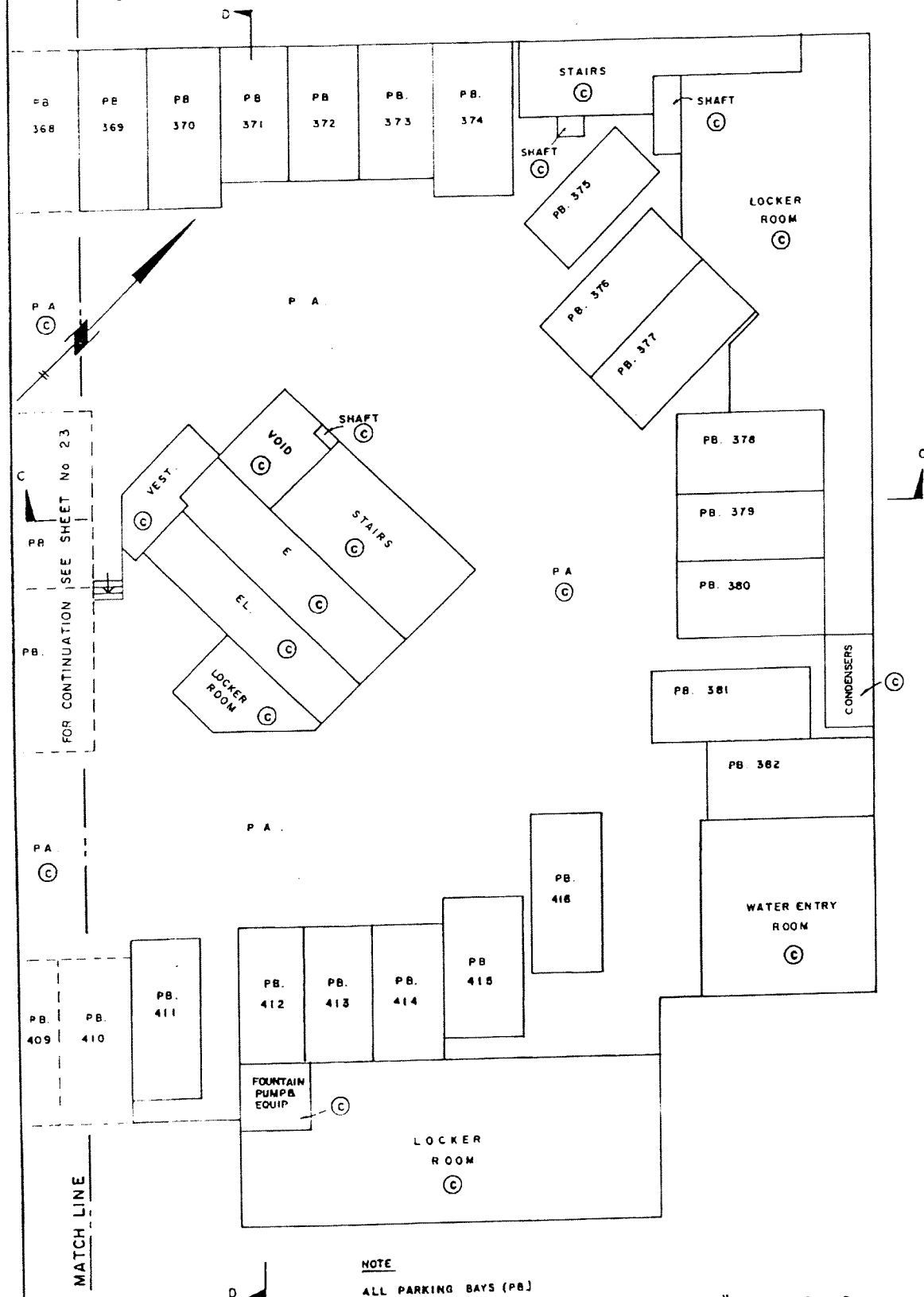


PARKING LEVEL 2 (EAST SIDE)

PHASE 2

STRATA PLAN VR. 2540

SCALE 1:125



NOTE

ALL PARKING BAYS (PB.)
ARE COMMON PROPERTY.

DATE 29th June 1992 BY: BCL/S

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1085 Seymour St, Vancouver, B.C.

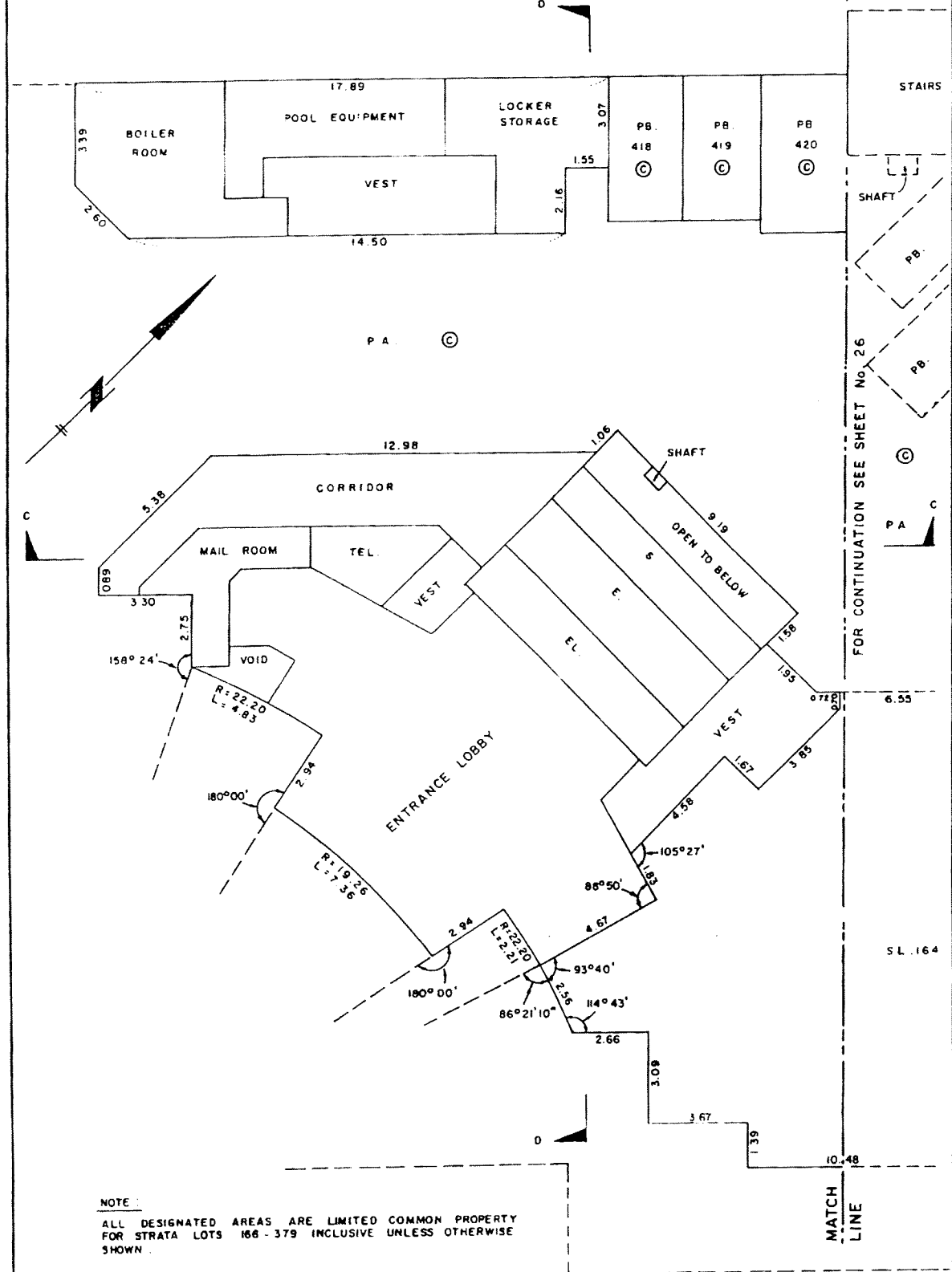
FILE 5597

PARKING LEVEL 1 & LOWER LOBBY (WEST SIDE)

PHASE 2

STRATA PLAN VR. 2540

SCALE 1:125



MORGAN STEWART AND COMPANY
Surveyors and Engineers
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FILE 5597

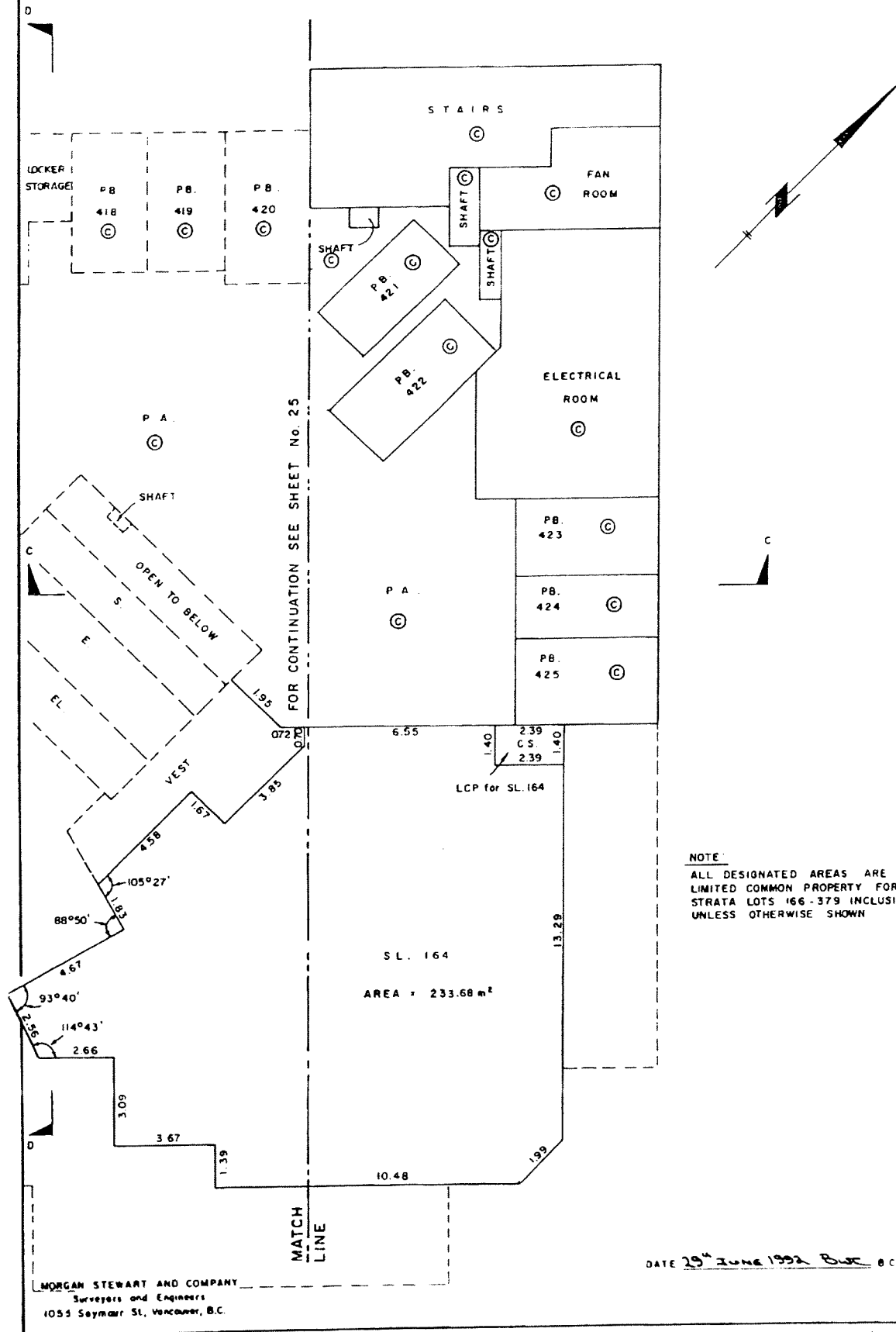
PHASE 2

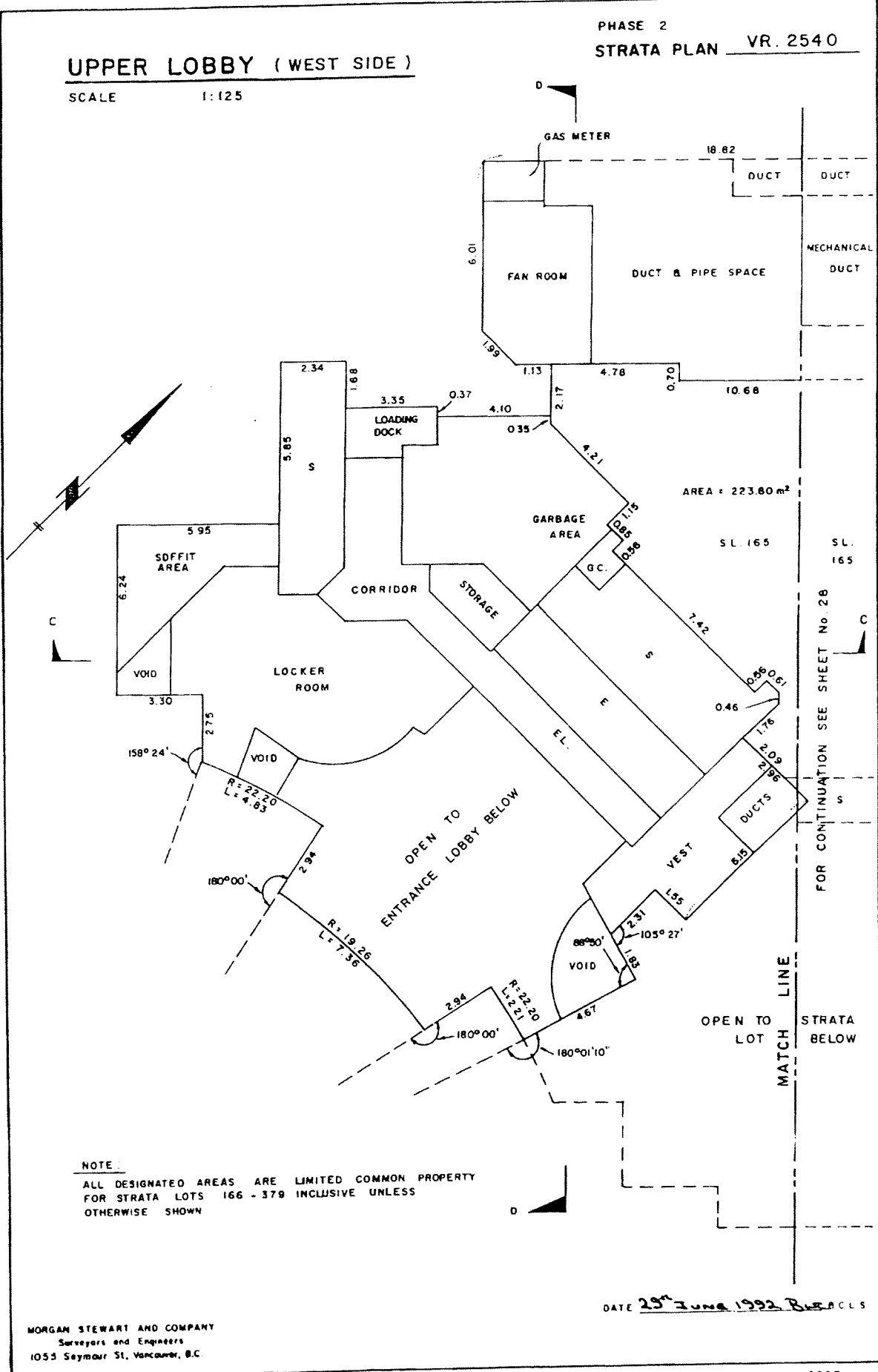
STRATA PLAN VR. 2540

PARKING LEVEL I & LOWER LOBBY (EAST SIDE)

SCALE

1:125

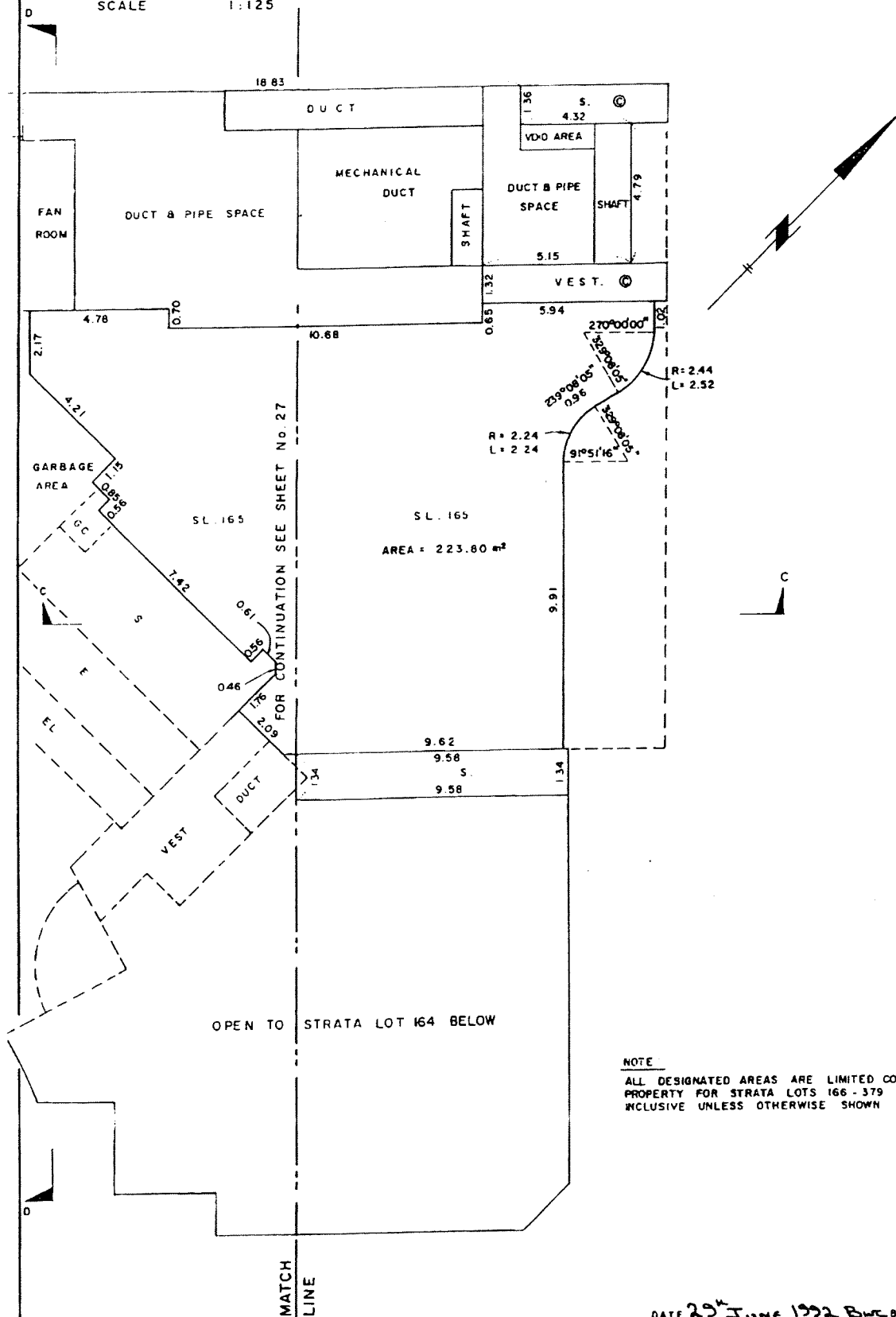




PHASE 2
STRATA PLAN VR. 2540

UPPER LOBBY (EAST SIDE)

SCALE 1:125



MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

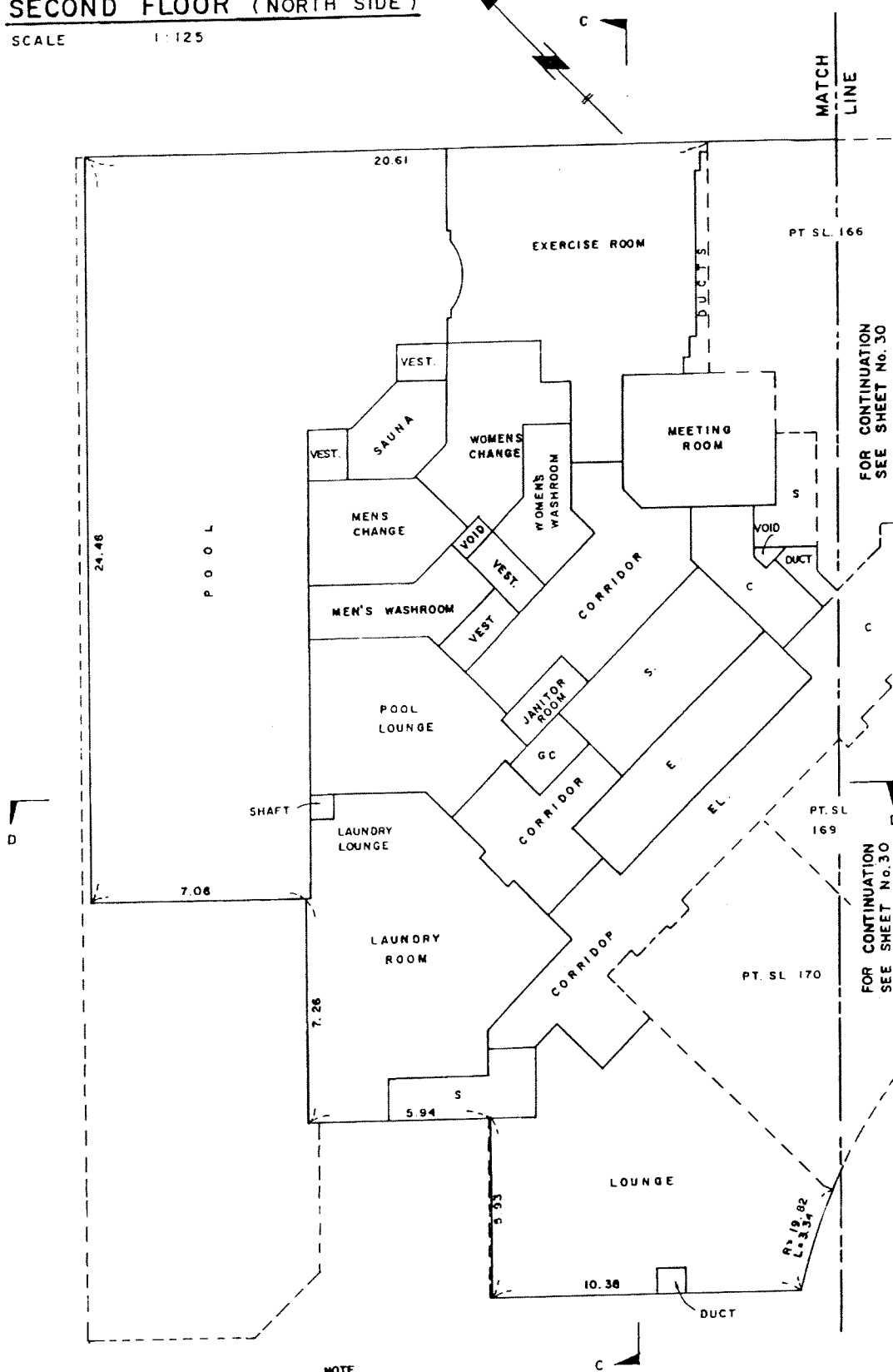
SECOND FLOOR (NORTH SIDE)

SCALE

1:125

PHASE 2

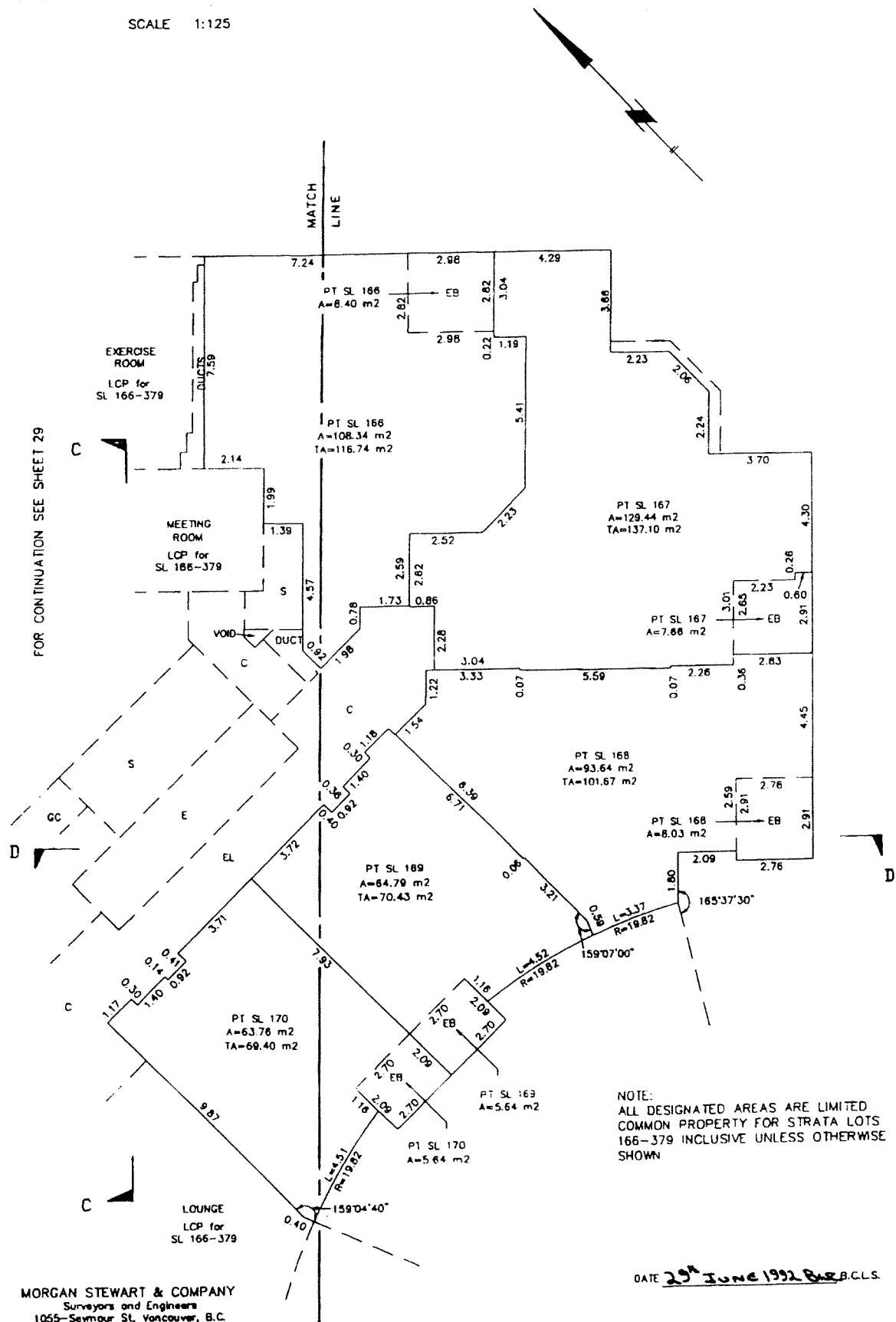
STRATA PLAN VR. 2540



MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

SECOND FLOOR (SOUTH)

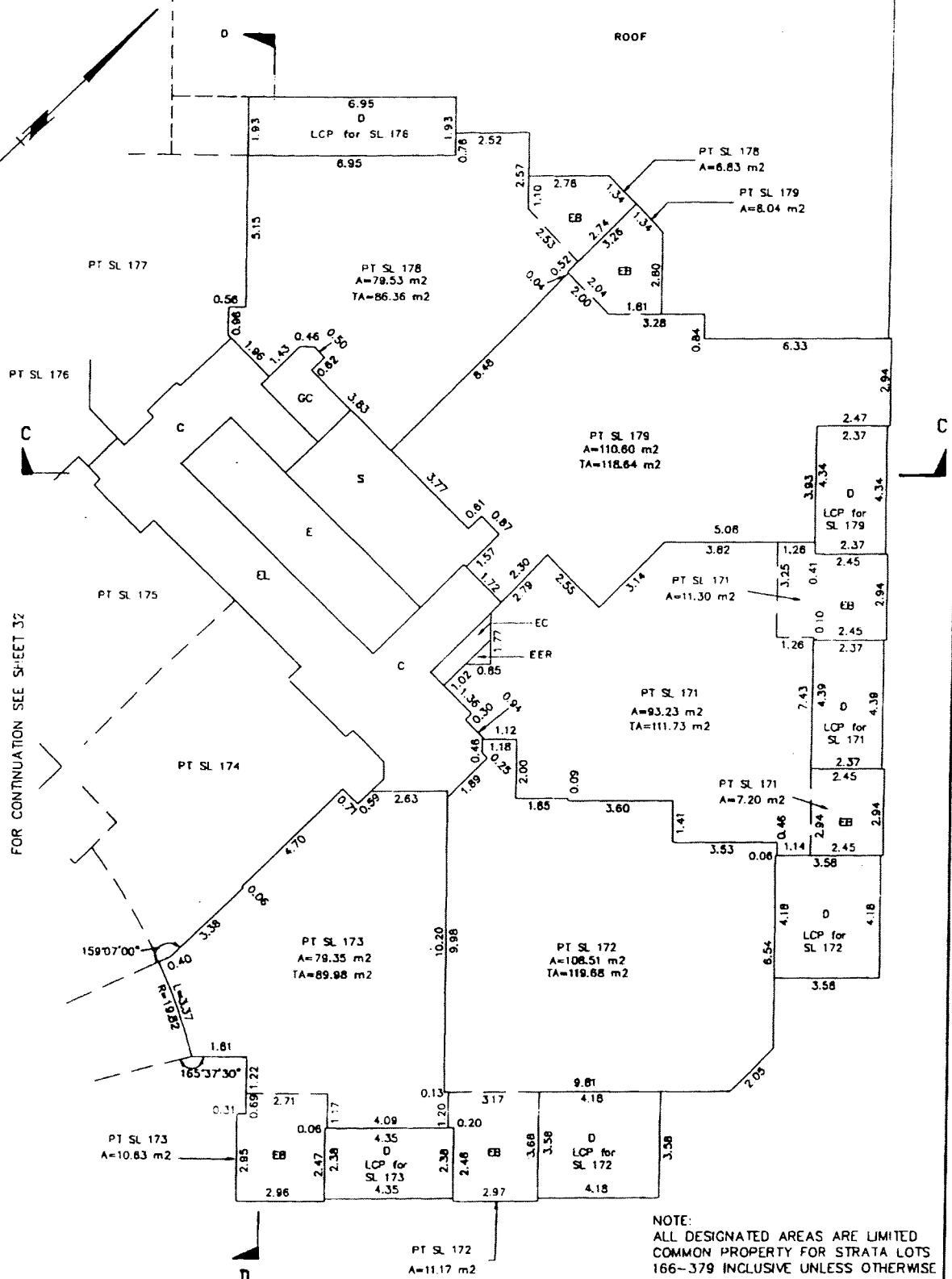
SCALE 1:125

 PHASE 2
 STRATA PLAN V.R. 2540


THIRD FLOOR (EAST)

PHASE 2
STRATA PLAN VR. 2540

SCALE 1:125



MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St, Vancouver, B.C.

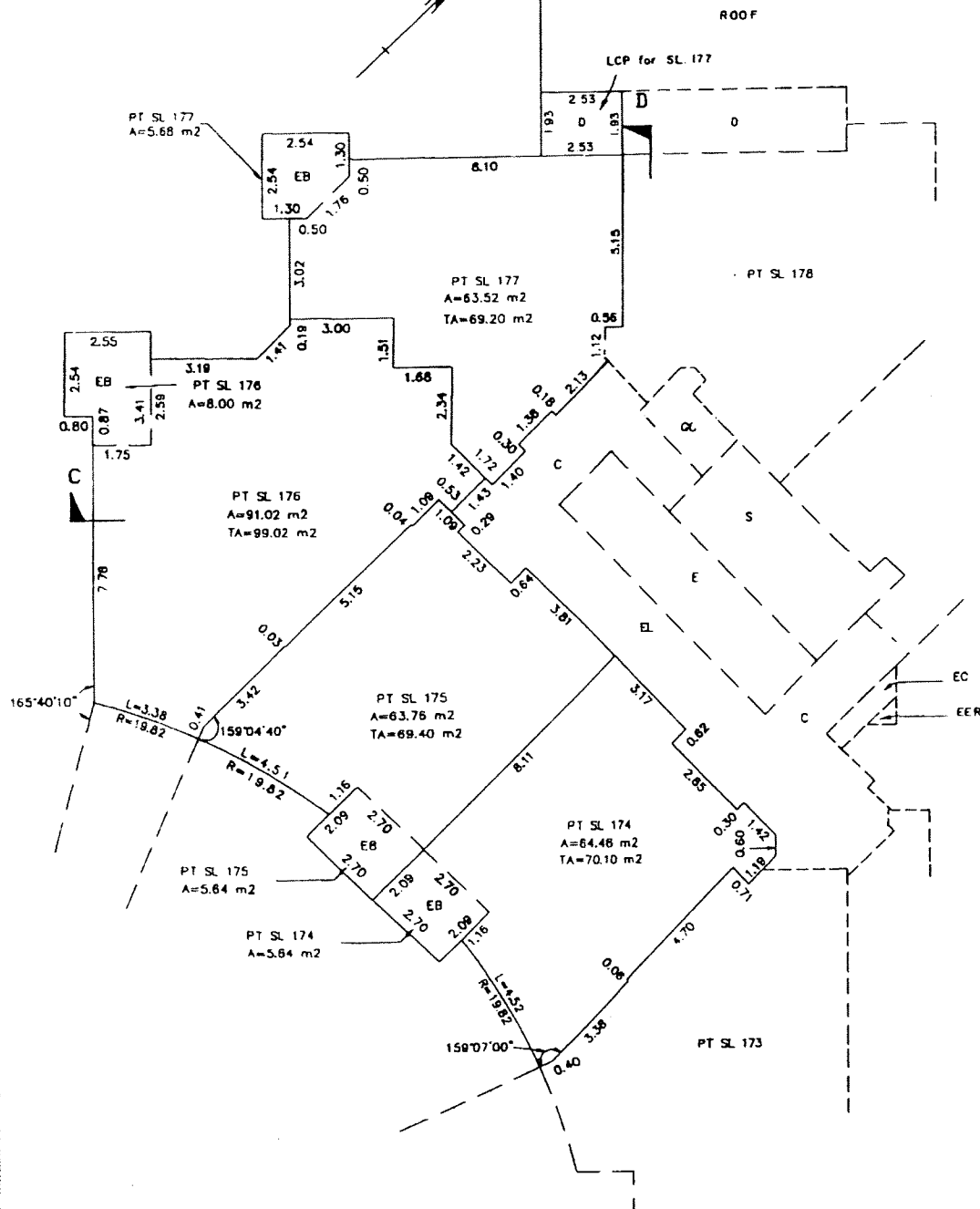
DATE 25th JUNE 1992 B.C.L.S.

FILE: 3597

THIRD FLOOR (WEST)

PHASE 2
STRATA PLAN VR. 2540

SCALE 1:125



NOTE:
ALL DESIGNATED AREAS ARE LIMITED
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MORGAN STEWART & COMPANY
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DATE 29 June 1992 B.M.B.C.L.S.

PHASE 2
STRATA PLAN VR. 2540

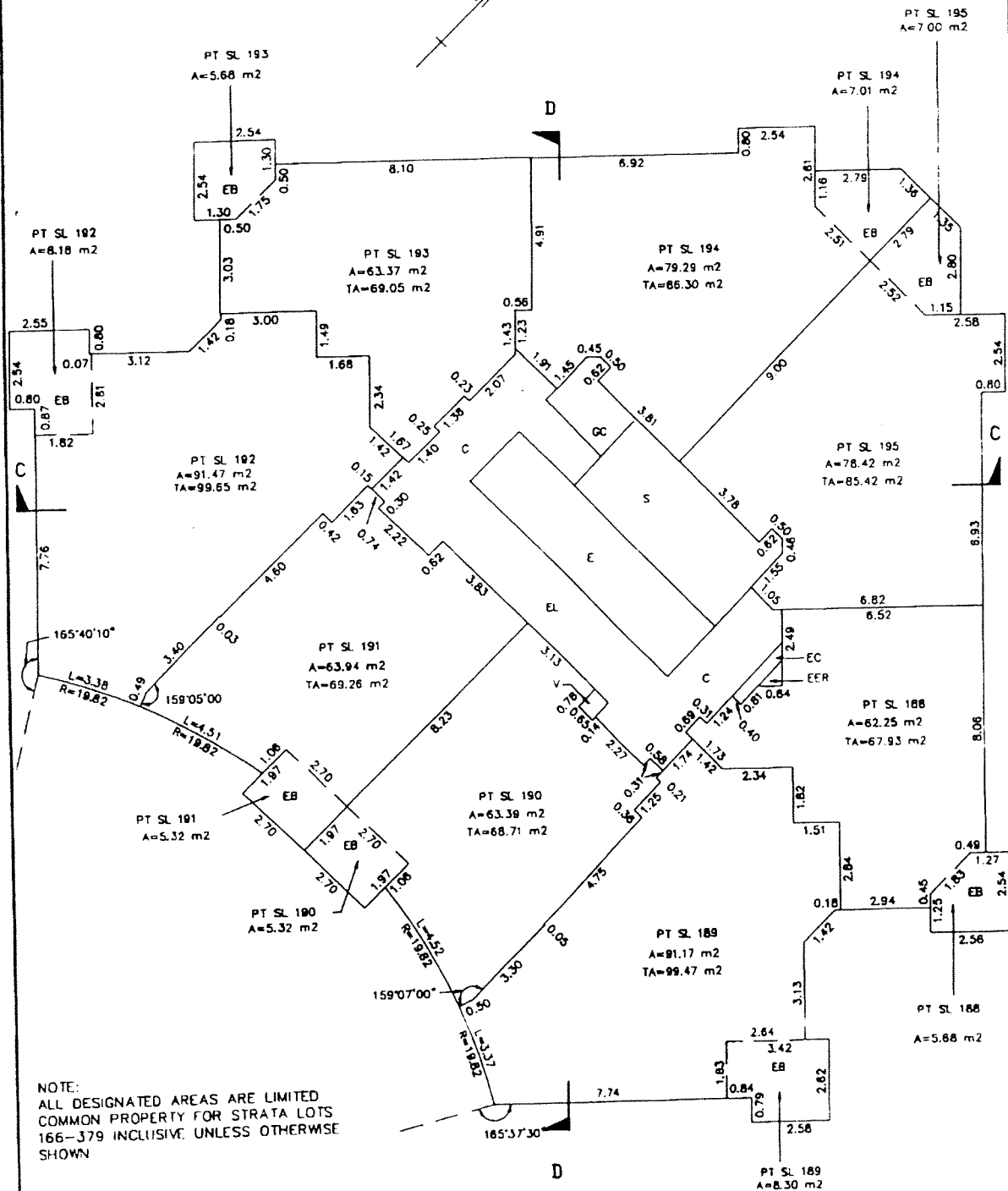
NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 Bur B.C.L.S.
FILE: 5587

FIFTH FLOOR

SCALE 1:125

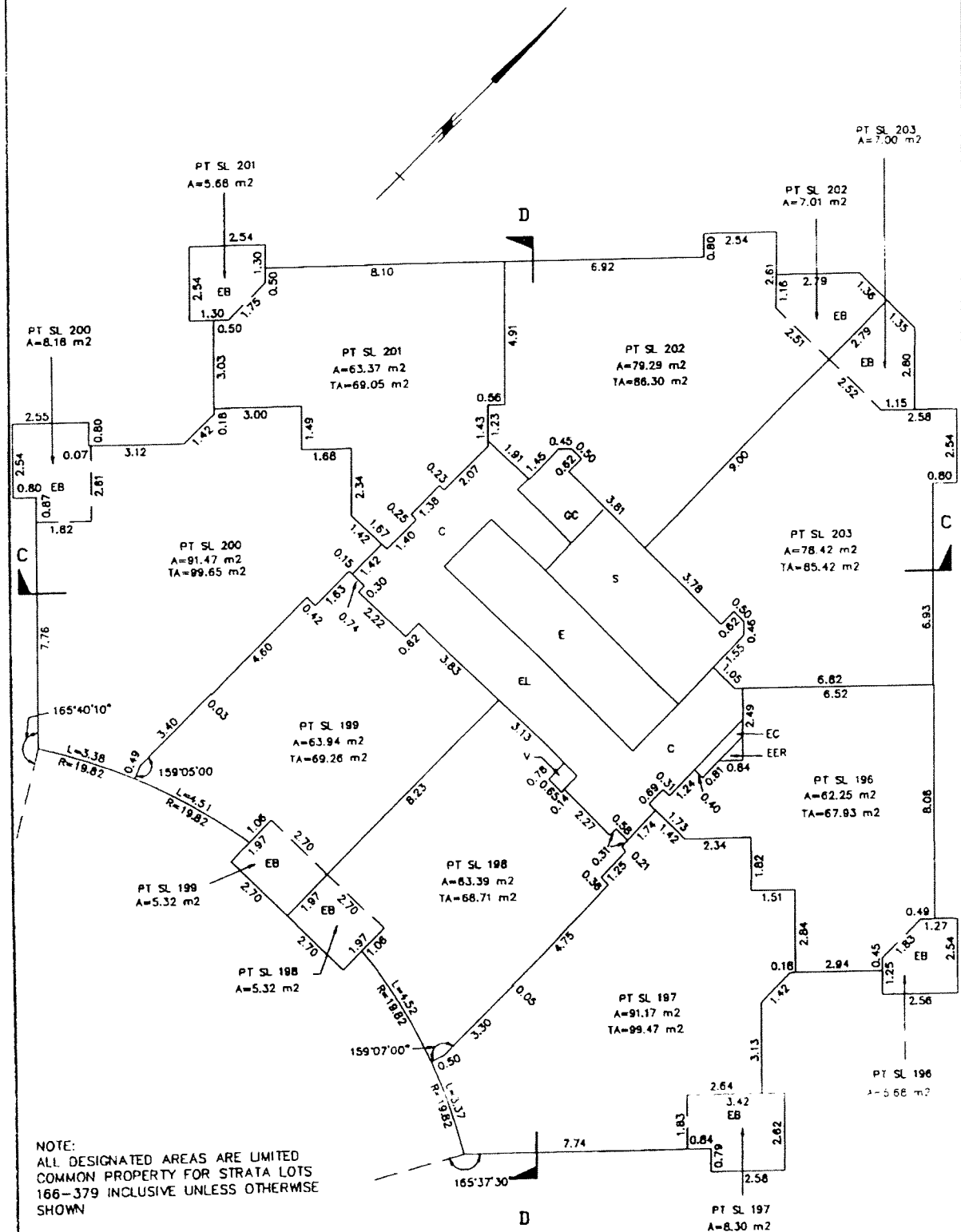
PHASE 2
STRATA PLAN VR 2540

MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour SL Vancouver, B.C.

DATE 25 June 1992 BY B.C.L.S.

PHASE 2
STRATA PLAN VR. 2540

SCALE 1:125



NOTE:
ALL DESIGNATED AREAS ARE LIMITED
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 25th June 1992 B.C.L.S.

FILE: 5597

PHASE 2
STRATA PLAN VR. 2540

NOTE:
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NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 Bur B.C.L.S.

FILE: 5597

PHASE 2
STRATA PLAN VR. 2540

PT SL 217
A=5.68 m²

PT SL 216
A=8.18 m²

PT SL 217
A=63.37 m²
TA=69.05 m²

PT SL 218
A=79.29 m²
TA=86.30 m²

PT SL 219
A=7.00 m²

PT SL 218
A=91.47 m²
TA=99.85 m²

PT SL 219
A=78.42 m²
TA=85.42 m²

PT SL 215
A=63.94 m²
TA=69.26 m²

PT SL 216
A=5.32 m²

PT SL 214
A=5.32 m²

PT SL 214
A=62.09 m²
TA=68.31 m²

PT SL 213
A=91.17 m²
TA=99.47 m²

PT SL 213
A=8.30 m²

PT SL 212
A=5.68 m²

PT SL 212
A=62.25 m²
TA=67.93 m²

NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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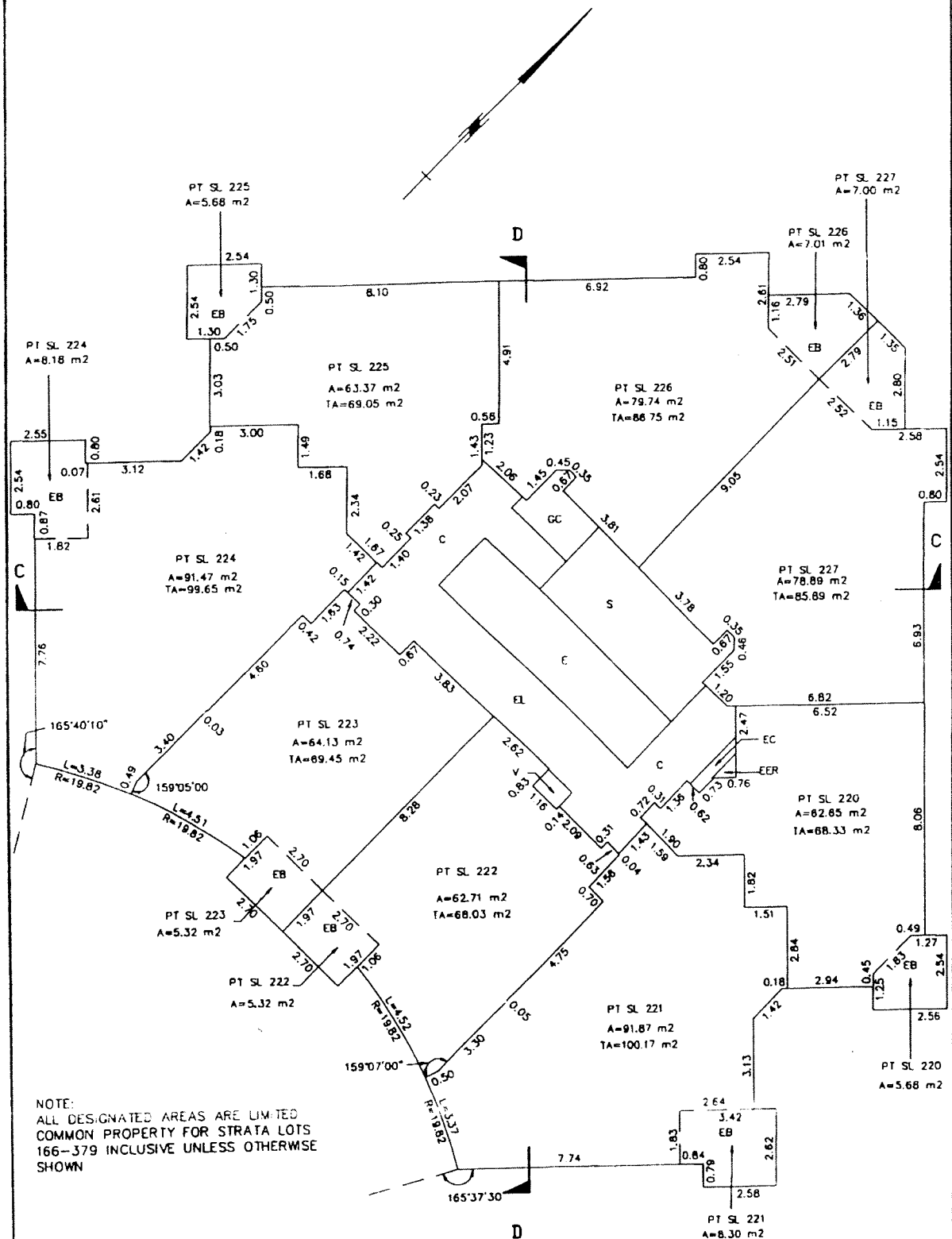
MORGAN STEWART & COMPANY
Surveyors and Engineers
1035-Seymour St. Vancouver, B.C.

DATE 29th June 1992 BWC B.C.L.S.

FILE: 5597

PHASE 2
STRATA PLAN VR. 2540

SCALE 1:125



NOTE:
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SHOWN

MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 Bux B.C.L.S.

FILE: 5597

PHASE 2
STRATA PLAN VR. 2540

NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 B.C.L.S

FILE: 9597

PHASE 2
STRATA PLAN VR. 2540

PT SL 241
A=5.68 m²

PT SL 240
A=8.18 m²

PT SL 241
A=63.37 m²
TA=69.05 m²

PT SL 242
A=79.74 m²
TA=86.75 m²

PT SL 243
A=7.00 m²

PT SL 242
A=7.01 m²

PT SL 243
A=78.89 m²
TA=85.89 m²

PT SL 240
A=91.47 m²
TA=99.65 m²

PT SL 239
A=64.13 m²
TA=89.45 m²

PT SL 238
A=62.71 m²
TA=88.03 m²

PT SL 237
A=91.87 m²
TA=100.17 m²

PT SL 236
A=62.65 m²
TA=88.33 m²

PT SL 236
A=5.68 m²

PT SL 238
A=5.32 m²

PT SL 239
A=5.32 m²

PT SL 237
A=8.30 m²

NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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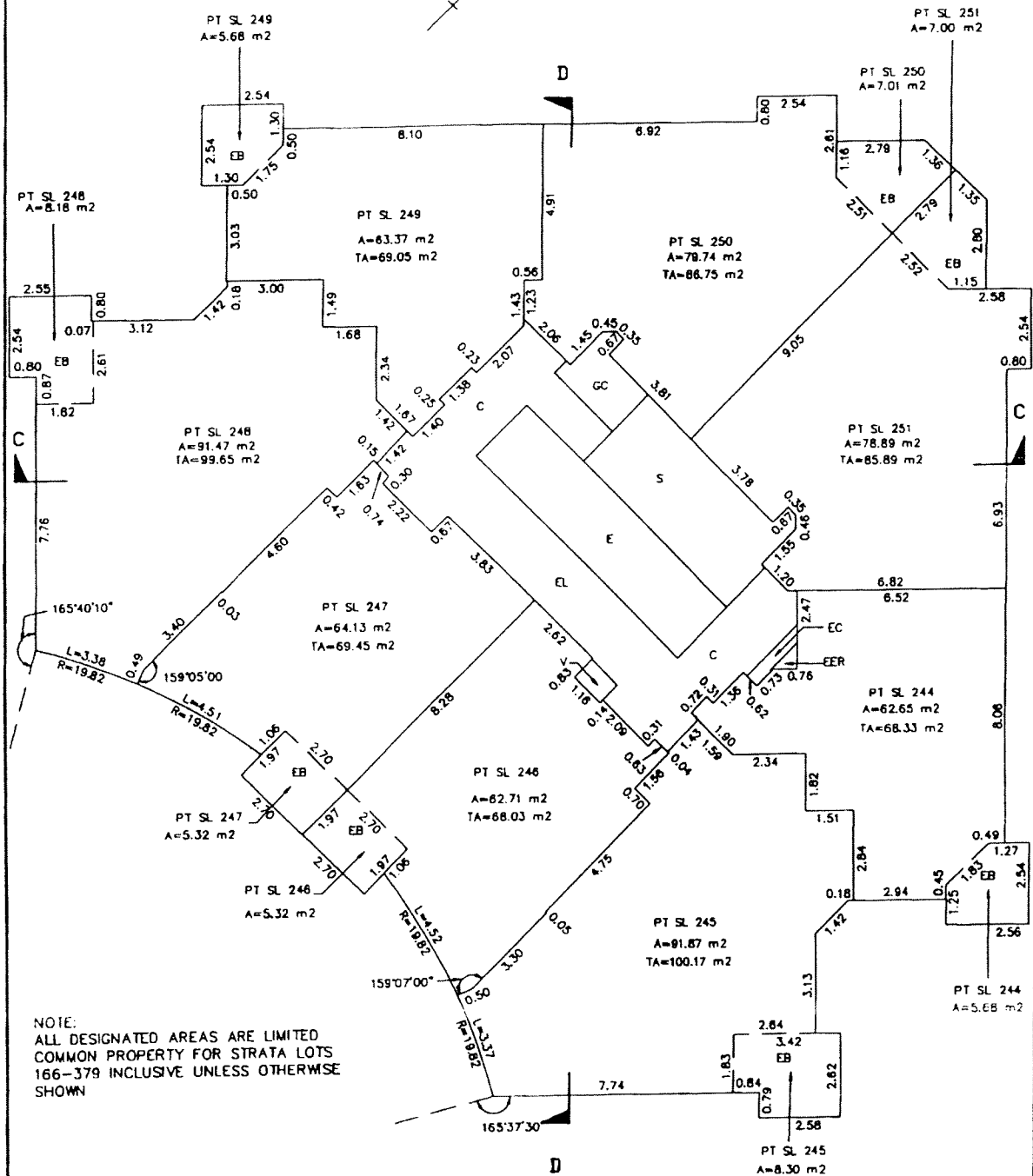
MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 Bur B.C.L.S.

TWELFTH FLOOR

PHASE 2
STRATA PLAN VR. 2540

SCALE 1:125

MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

FILE: 5507

PHASE 2
STRATA PLAN VR. 2540

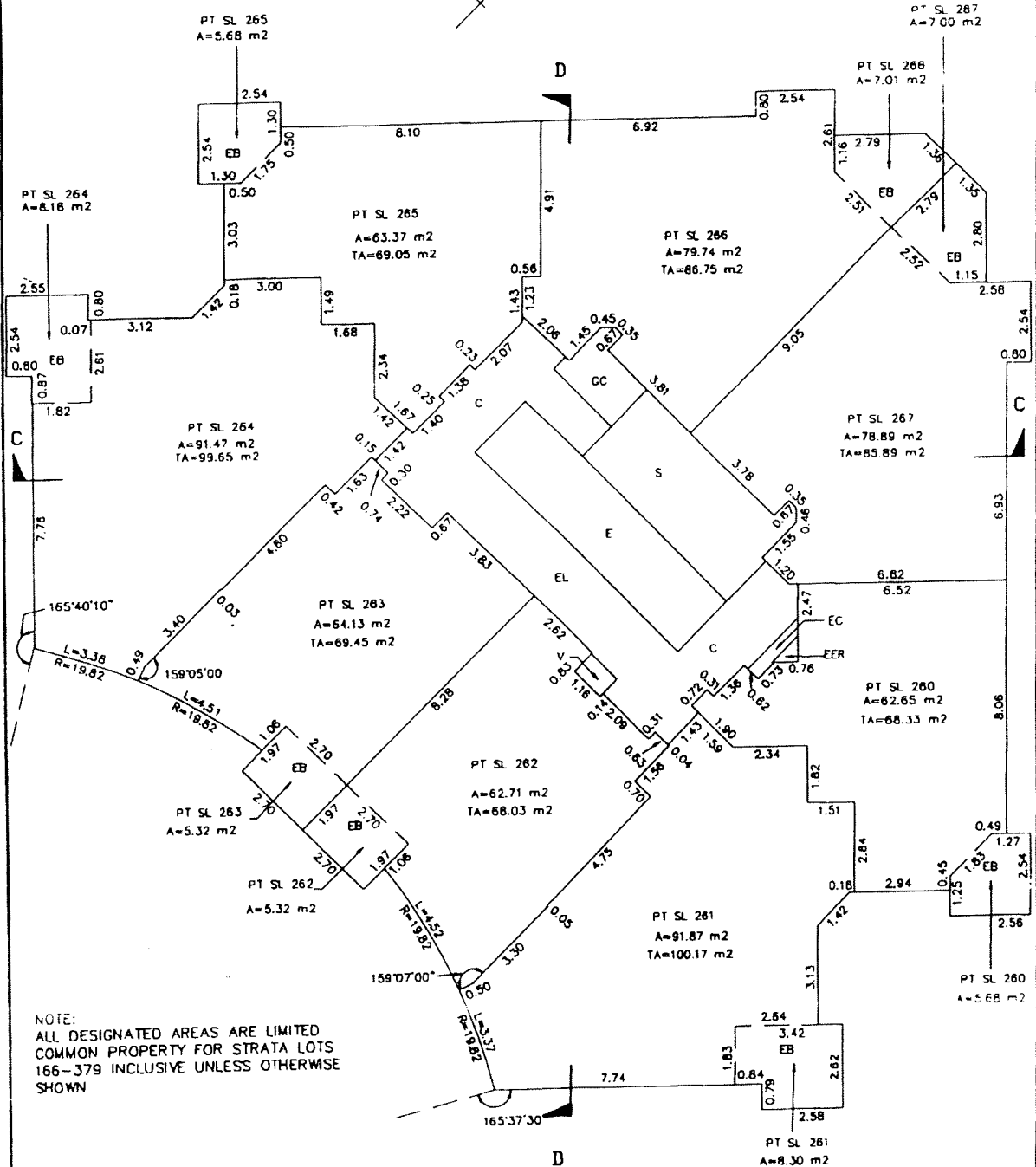
NOTE:
ALL DESIGNATED AREAS ARE LIMITED
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166-379 INCLUSIVE UNLESS OTHERWISE
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NOTE:
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COMMON PROPERTY FOR STRATA LOTS
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055—Seymour St. Vancouver, B.C.

DATE 29th June 1992 By B.C.L.S.

PHASE 2
STRATA PLAN VR. 2540



NOTE:
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COMMON PROPERTY FOR STRATA LOTS
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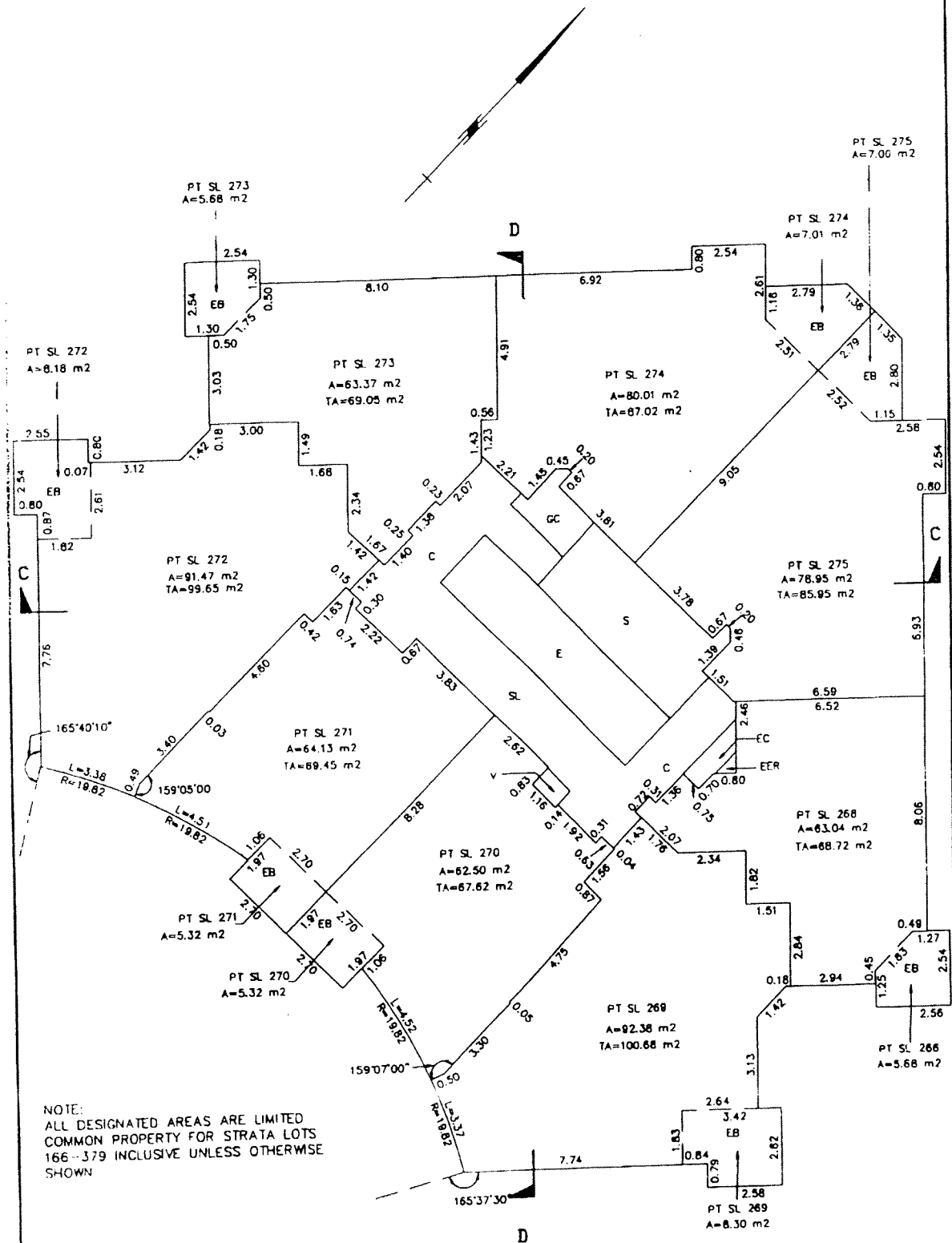
MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 BMB.G.L.S.

FIFTEENTH FLOOR

PHASE 2
STRATA PLAN VR. 2540

SCALE 1:125

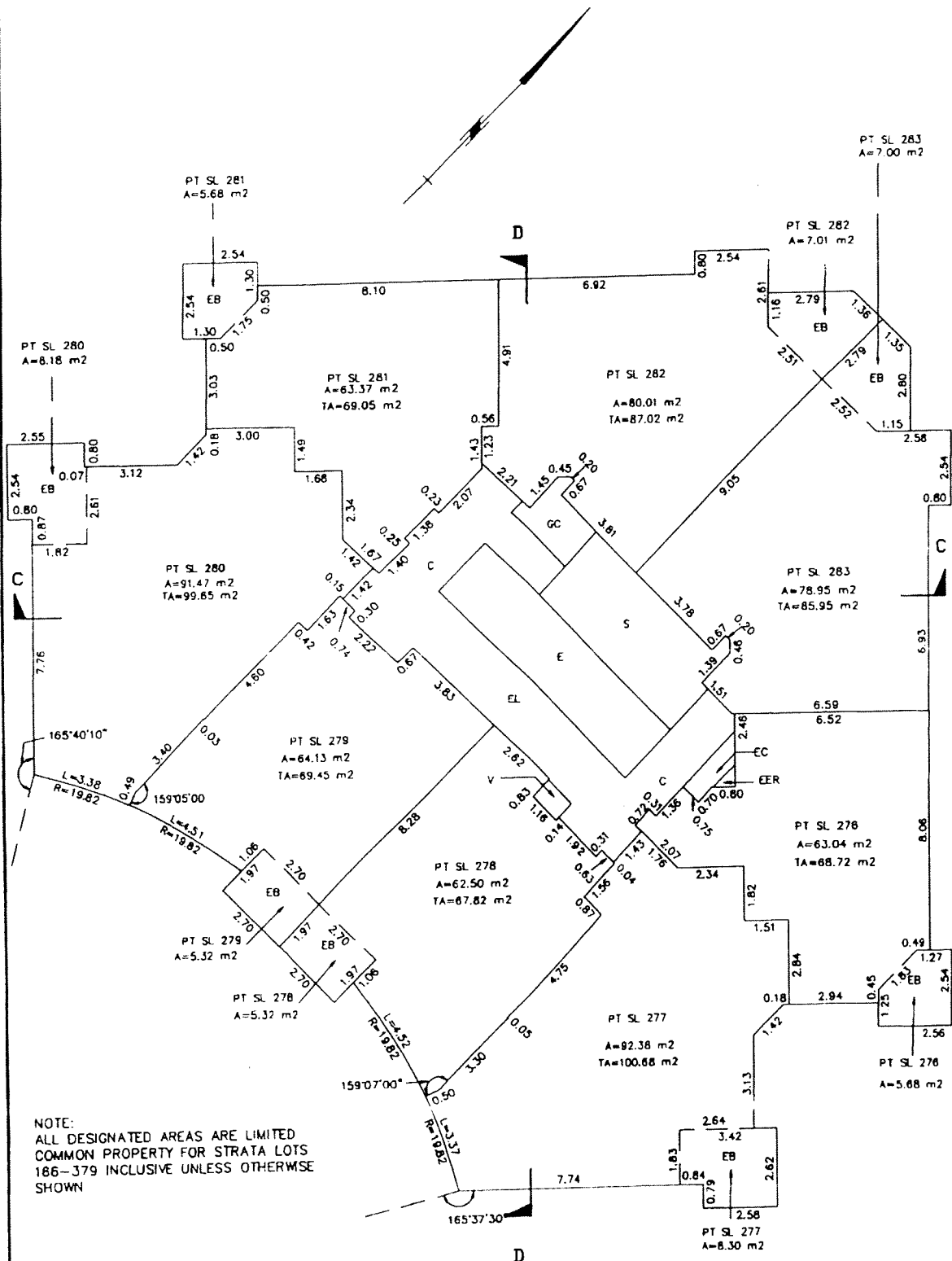


MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

FILE: 3597

SIXTEENTH FLOOR

SCALE 1:125

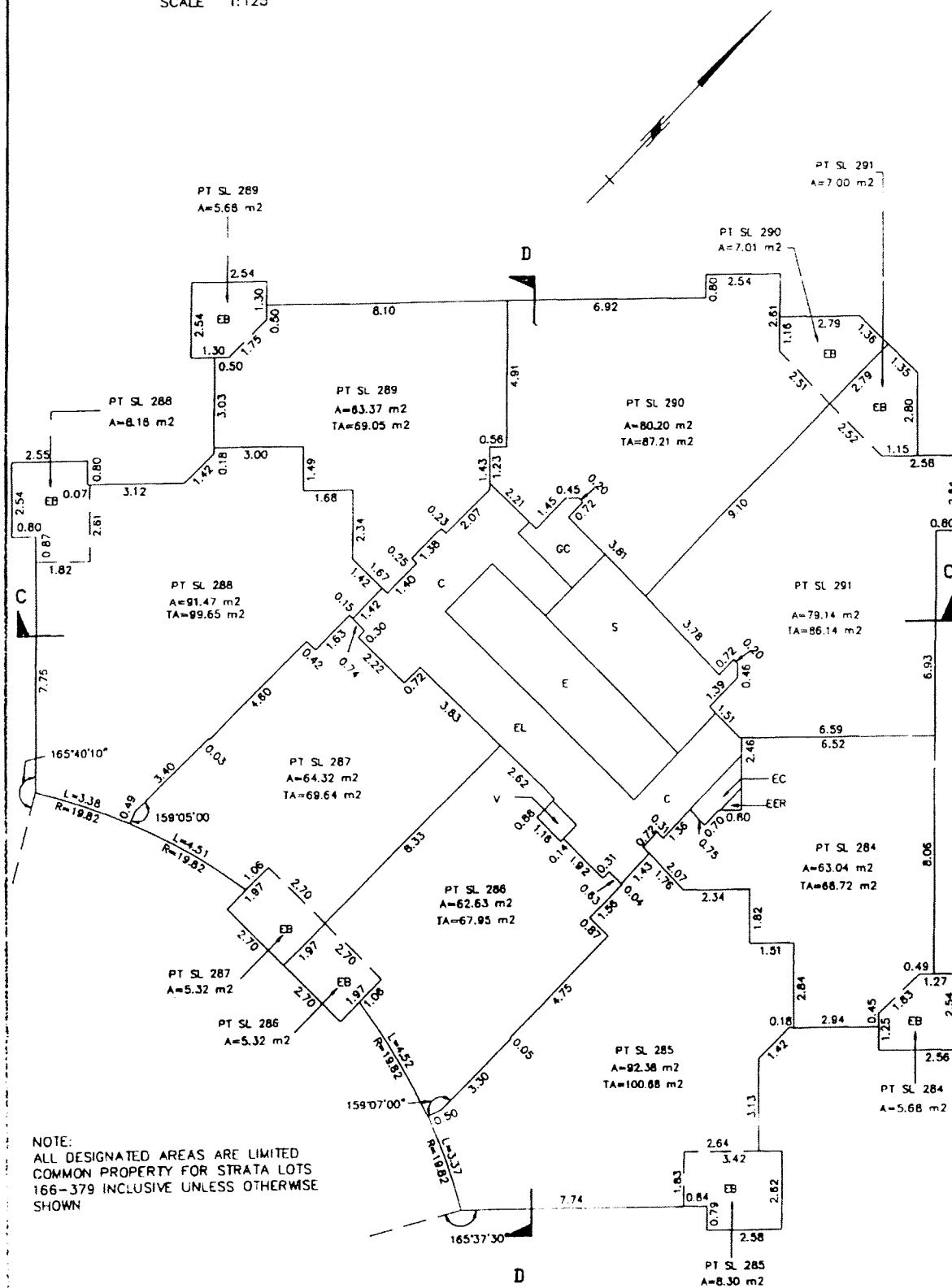
 PHASE 2
 STRATA PLAN VR. 2540


SEVENTEENTH FLOOR

SCALE 1:125

PHASE 2

STRATA PLAN VR. 2540



MORGAN STEWART & COMPANY
Surveyors and Engineers
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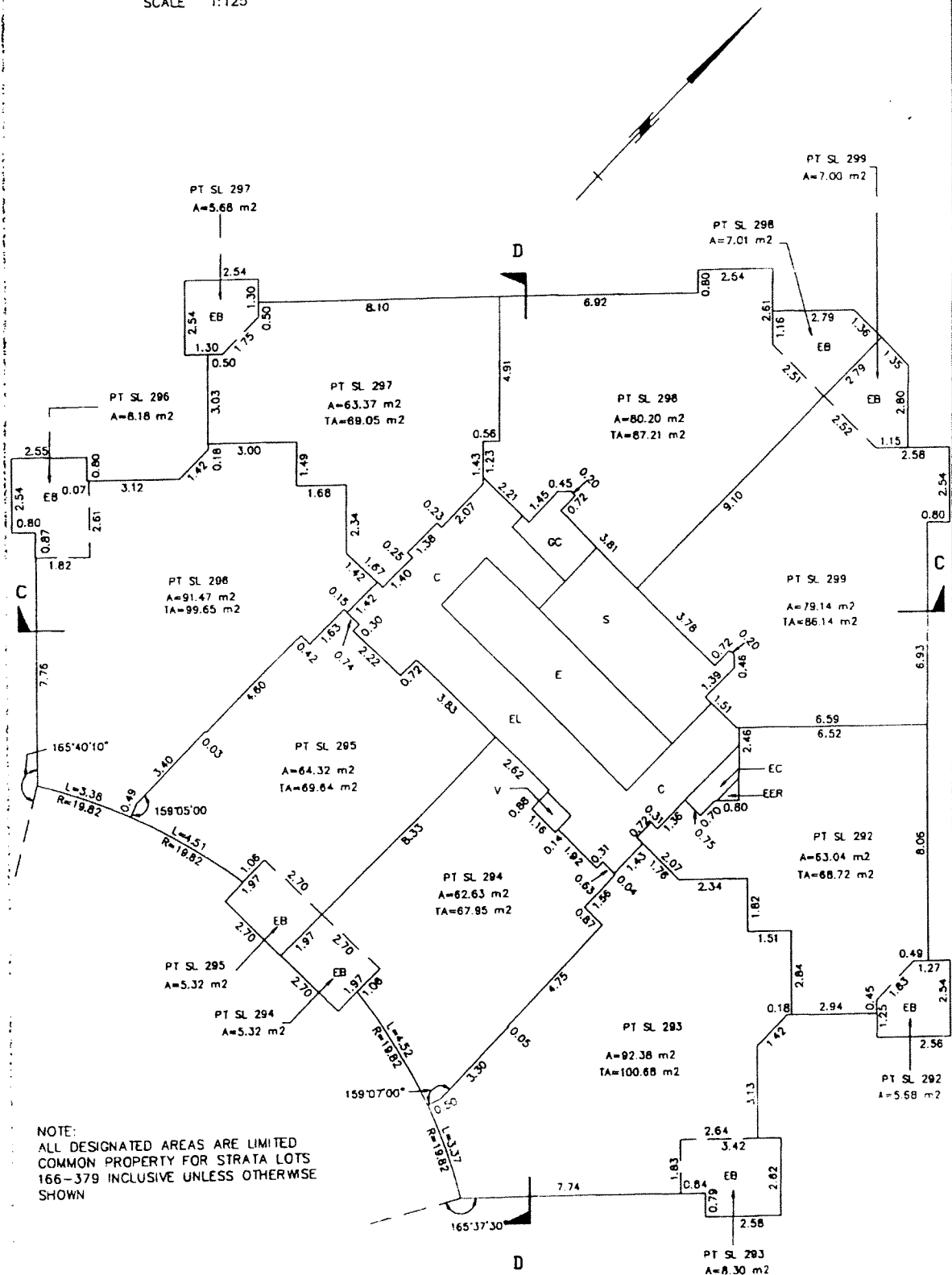
FILE: 5597

EIGHTEENTH FLOOR

PHASE 2

STRATA PLAN VR. 2540

SCALE 1:125

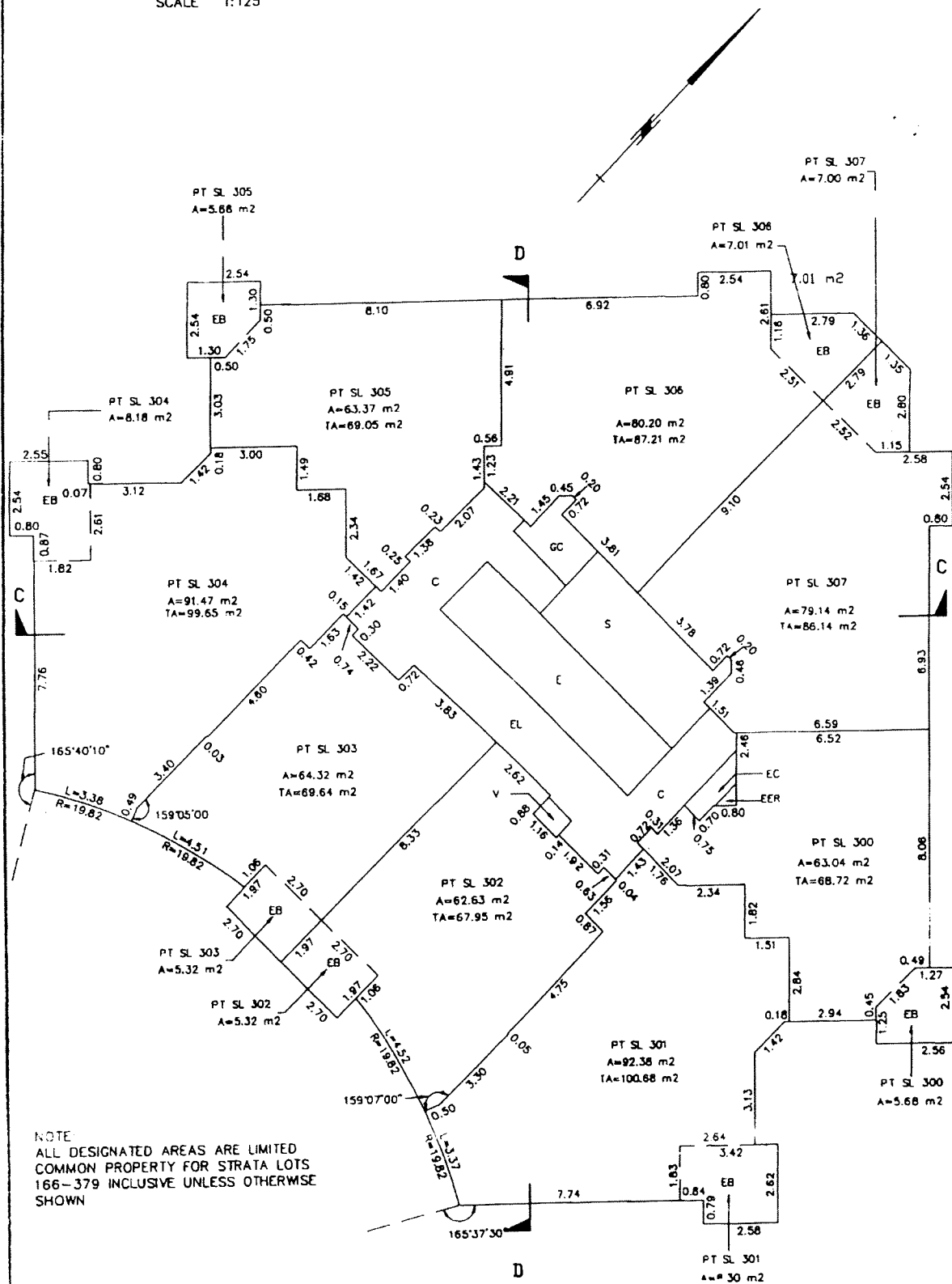


MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

FILE: 5597

NINETEENTH FLOOR

SCALE 1:125

PHASE 2
STRATA PLAN VR. 2540

MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

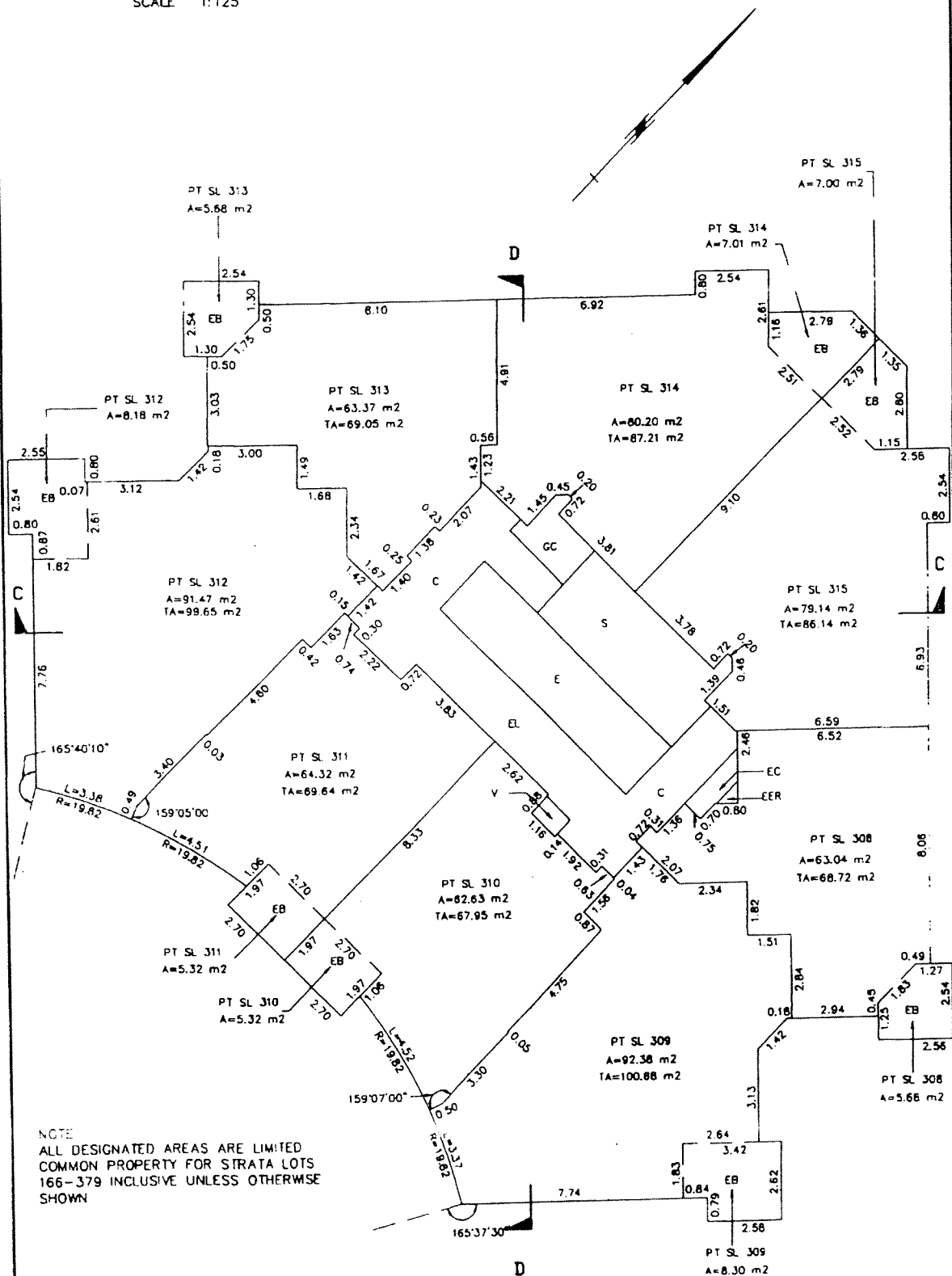
FILE: 5597

TWENTIETH FLOOR

SCALE 1:125

PHASE 2

STRATA PLAN V.R. 2540



PHASE 2
STRATA PLAN VR. 2540

NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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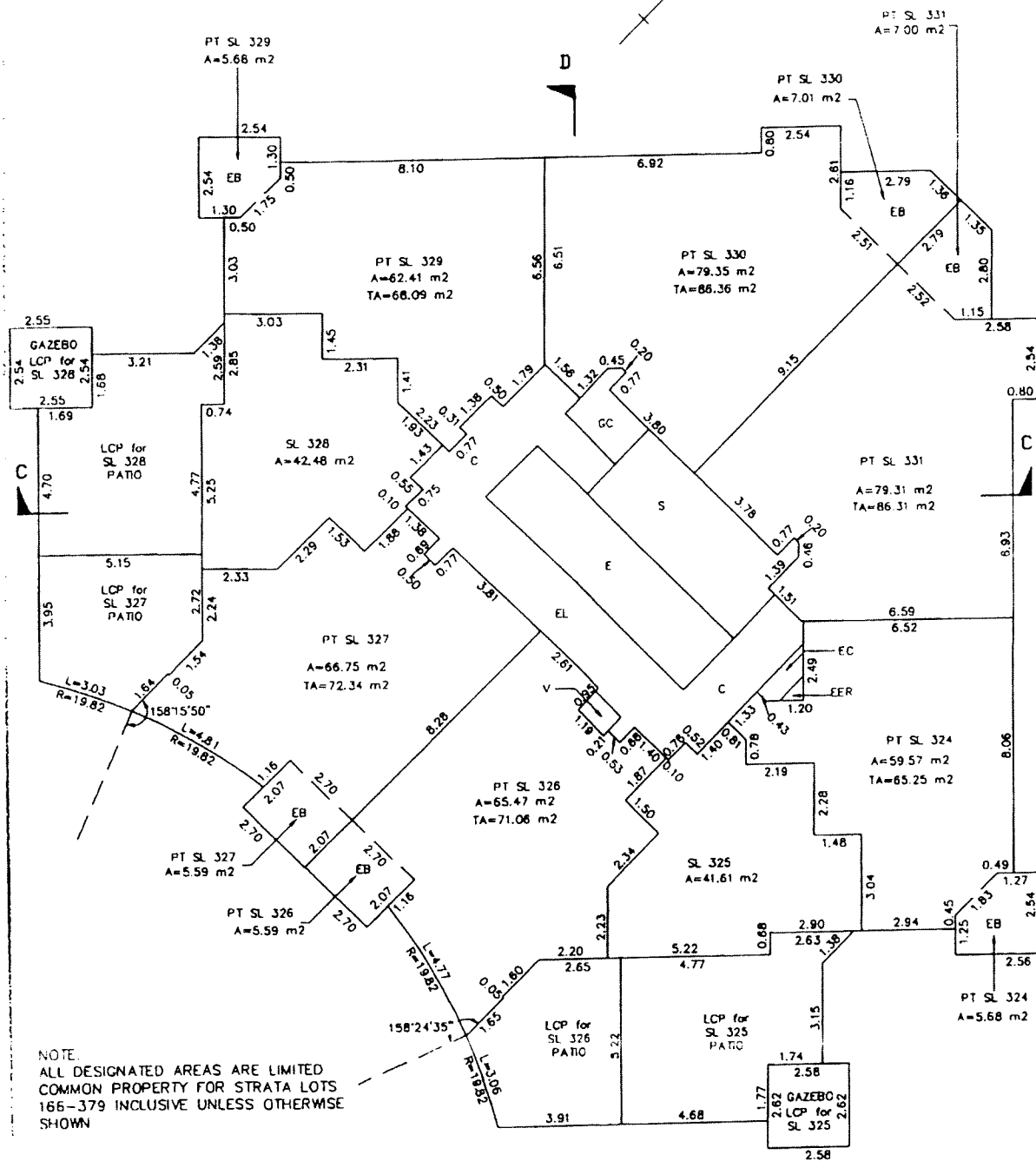
NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 Bux B.C.L.S.

TWENTY SECOND FLOOR

SCALE 1:125

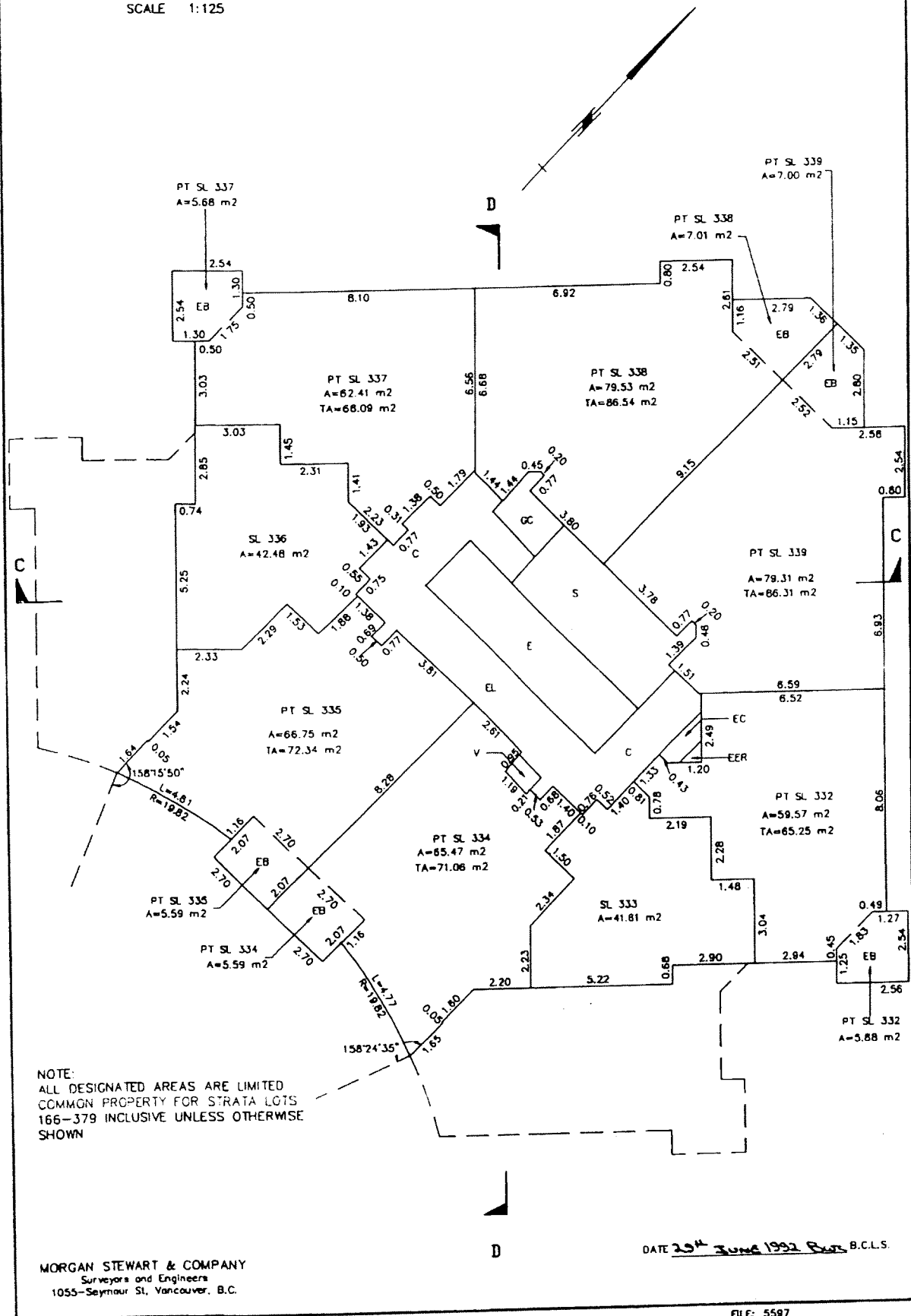
 PHASE 2
 STRATA PLAN VR. 2540

 MORGAN STEWART & COMPANY
 Surveyors and Engineers
 1055-Seymour St. Vancouver, B.C.

DATE 25 June 1992 B.C.L.S.

FILE: 5597

TWENTY THIRD FLOOR

SCALE 1:125

 PHASE 2
 STRATA PLAN VR. 2540


SCALE 1:125

PT SL 345
A=5.68 m²

PT SL 346
A=7.01 m²

PT SL 347
A=79.31 m²
TA=86.31 m²

PT SL 348
A=59.57 m²
TA=65.25 m²

PT SL 349
A=5.58 m²

PT SL 350
A=5.58 m²

PT SL 351
A=5.58 m²

PT SL 352
A=5.58 m²

PT SL 353
A=5.58 m²

PT SL 354
A=5.58 m²

PT SL 355
A=5.58 m²

PT SL 356
A=5.58 m²

PT SL 357
A=5.58 m²

PT SL 358
A=5.58 m²

PT SL 359
A=5.58 m²

PT SL 360
A=5.58 m²

PT SL 361
A=5.58 m²

PT SL 362
A=5.58 m²

PT SL 363
A=5.58 m²

PT SL 364
A=5.58 m²

PT SL 365
A=5.58 m²

PT SL 366
A=5.58 m²

PT SL 367
A=5.58 m²

PT SL 368
A=5.58 m²

PT SL 369
A=5.58 m²

PT SL 370
A=5.58 m²

PT SL 371
A=5.58 m²

PT SL 372
A=5.58 m²

PT SL 373
A=5.58 m²

PT SL 374
A=5.58 m²

PT SL 375
A=5.58 m²

PT SL 376
A=5.58 m²

PT SL 377
A=5.58 m²

PT SL 378
A=5.58 m²

PT SL 379
A=5.58 m²

NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 B.C.L.S.

FILE: 5597

PHASE 2
STRATA PLAN VR. 2540

PT SL 353
A=5.68 m²

PT SL 354
A=7.01 m²

PT SL 355
A=79.50 m²
TA=86.50 m²

PT SL 356
A=58.57 m²
TA=65.25 m²

PT SL 357
A=5.68 m²

PT SL 358
A=5.59 m²

PT SL 359
A=5.59 m²

PT SL 360
A=65.80 m²
TA=71.19 m²

PT SL 361
A=66.94 m²
TA=72.53 m²

PT SL 362
A=42.48 m²

PT SL 363
A=62.41 m²
TA=68.09 m²

PT SL 364
A=79.72 m²
TA=86.73 m²

PT SL 365
A=5.68 m²

PT SL 366
A=5.59 m²

PT SL 367
A=5.59 m²

PT SL 368
A=5.59 m²

PT SL 369
A=5.59 m²

PT SL 370
A=5.59 m²

PT SL 371
A=5.59 m²

PT SL 372
A=5.59 m²

PT SL 373
A=5.59 m²

PT SL 374
A=5.59 m²

PT SL 375
A=5.59 m²

PT SL 376
A=5.59 m²

PT SL 377
A=5.59 m²

PT SL 378
A=5.59 m²

PT SL 379
A=5.59 m²

SL 352
A=42.48 m²

SL 349
A=41.81 m²

SL 350
A=65.80 m²
TA=71.19 m²

SL 351
A=66.94 m²
TA=72.53 m²

SL 353
A=62.41 m²
TA=68.09 m²

SL 354
A=79.72 m²
TA=86.73 m²

SL 355
A=79.50 m²
TA=86.50 m²

SL 356
A=58.57 m²
TA=65.25 m²

SL 357
A=5.68 m²

SL 358
A=5.59 m²

SL 359
A=5.59 m²

SL 360
A=5.59 m²

SL 361
A=5.59 m²

SL 362
A=5.59 m²

SL 363
A=5.59 m²

SL 364
A=5.59 m²

SL 365
A=5.59 m²

SL 366
A=5.59 m²

SL 367
A=5.59 m²

SL 368
A=5.59 m²

SL 369
A=5.59 m²

SL 370
A=5.59 m²

SL 371
A=5.59 m²

SL 372
A=5.59 m²

SL 373
A=5.59 m²

SL 374
A=5.59 m²

SL 375
A=5.59 m²

SL 376
A=5.59 m²

SL 377
A=5.59 m²

SL 378
A=5.59 m²

SL 379
A=5.59 m²

NOTE:
ALL DESIGNATED AREAS ARE LIMITED
COMMON PROPERTY FOR STRATA LOTS
166-379 INCLUSIVE UNLESS OTHERWISE
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MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 15th June 1992 B.C.L.S.

FILE: 5597

NOTE:
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COMMON PROPERTY FOR STRATA LOTS
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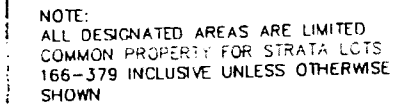
MORGAN STEWART & COMPANY
Surveyors and Engineers
1055-Seymour St. Vancouver, B.C.

DATE 29th June 1992 Bur B.C.L.S.

FILE: 5597

PHASE 2
STRATA PLAN VR. 2540

D



D

DATE 29th June 1992 By H.C.L.S.

PHASE 2
STRATA PLAN VR. 2540

D



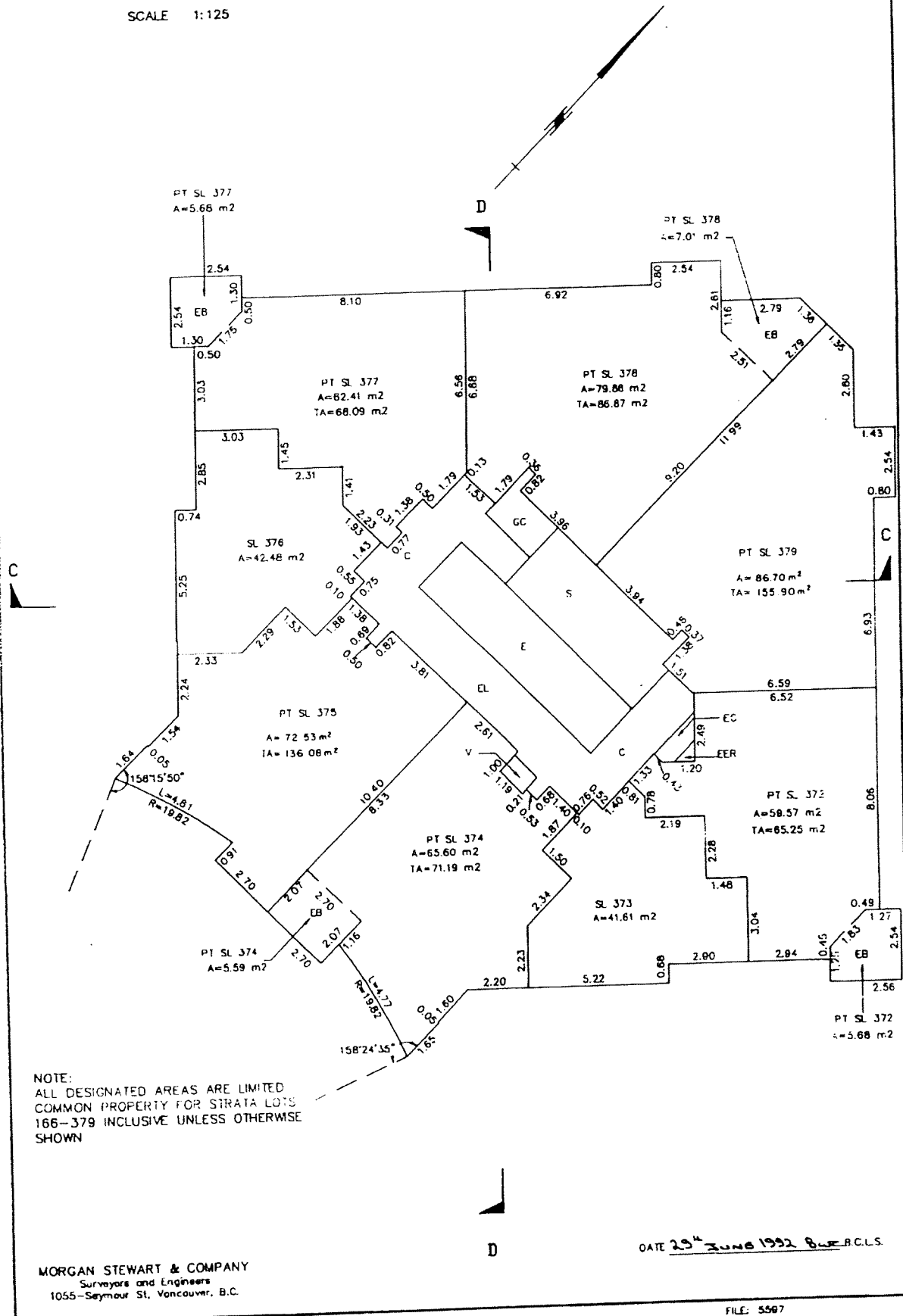
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DATE 29th June 1992 Bur B.C.L.S.

PENTHOUSE (28TH) FLOOR

PHASE 2
STRATA PLAN VR. 2540

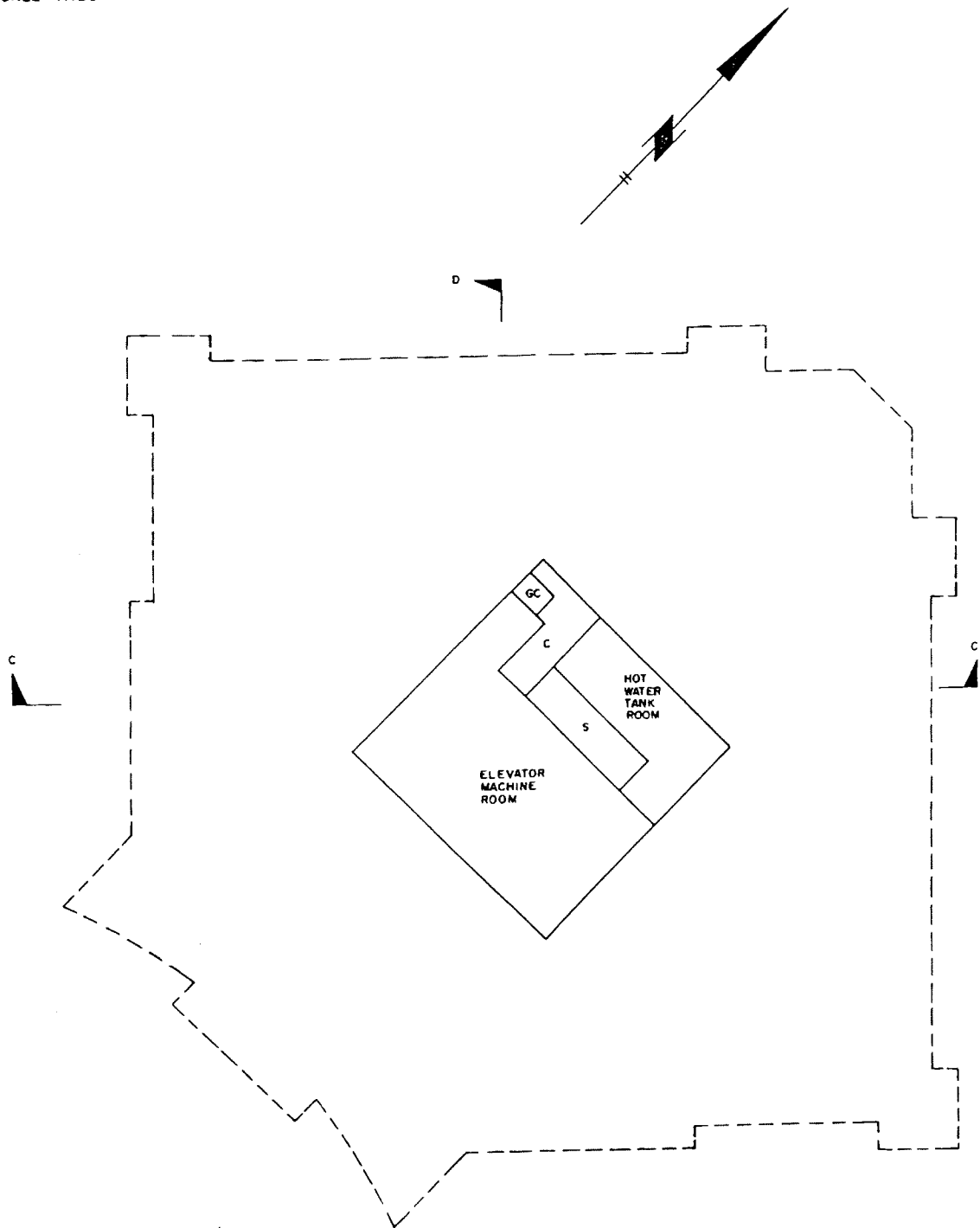
SCALE 1:125

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VAN/53540
RCO: 1998-02-26
RDS: 2012-07-09-18-33-44-380

FILE: 5587

ELEVATOR MACHINE ROOM FLOORPHASE 2
STRATA PLAN VR 2540

SCALE 1:125

**NOTE:**

ALL DESIGNATED AREAS ARE LIMITED COMMON
PROPERTY FOR STRATA LOTS 166 - 379 INCLUSIVE
UNLESS OTHERWISE SHOWN.

MORGAN STEWART AND COMPANY
Surveyors and Engineers
1055 Seymour St. Vancouver, B.C.

DATE 29th JUNE 1992 BUE-BCL/S

FILE 5597

EXHIBIT B

**STRATA PLAN VR2540
PACIFIC POINT II
JOINT USE
INTERIM BUDGET**

INCOME FEES	
Operating Fund Contribution	226,067
Contingency Fund Contribution	11,303
TOTAL INCOME	<u>237,370</u>
 OPERATING EXPENSES	
Audit	336
Administration (AGM/SGM/Notices)	2,000
Alarm Monitoring (Fire Systems)	2,000
Building Envelope Review/Maintenance	25,000
Communications (telephone/cell/fax lines; internet)	2,000
Electricity (Exterior Common)	5,000
Enterphone/Security Systems	1,000
Fire Equipment/Maintenance (Panel)	2,000
Grounds Maintenance	12,000
Insurance Premium	72,000
Insurance Deductible	25,000
Irrigation	1,500
Janitorial Services (Common Area Exterior)	2,500
Janitorial Supplies	1,000
Management Fees	44,231
Mechanical Maintenance	1,000
Repair and Maintenance	10,000
Reserve Study/Depreciation Report	15,000
Snow Removal	2,500
TOTAL OPERATING EXPENSES	<u>226,067</u>
 Reserve-Contingency Fund	11,303
TOTAL EXPENSES	<u>237,370</u>
 CURRENT YEAR SURPLUS / DEFICIT	<u><u>-</u></u>

**STRATA PLAN VR2540
PACIFIC POINT II
RESIDENTIAL USE
INTERIM BUDGET**

INCOME FEES

Operating Fund Contribution	599,200
Contingency Fund Contribution	29,960
	<u>629,160</u>

TOTAL INCOME

OPERATING EXPENSES

Res - Administration (AGM/SGM/CMtg minutes& Notices etc)	3,500
Res - Building Envelope Maintenance (Windows)	10,000
Res - Communications (telephone/cell/fax lines; internet)	4,000
Res - Electricity (All interiors/Parkade etc)	72,500
Res - Elevator Maintainance	34,000
Res - Enterphone/Security Systems	3,000
Res - Fire Equipment/Maintenance (Interior Equipment)	12,000
Res - Front Desk/Security	112,000
Res - Front Desk/Security Office Supplies	5,200
Res - Garbage Removal	23,000
Res - Gas	75,000
Res - Janitorial Services (Common Area Exterior)	65,000
Res - Janitorial Supplies	7,000
Res - Mechanical Maintenance	7,500
Res - Recreational Facilities	25,000
Res - Repair and Maintenance	80,000
Res - Water/Sewer	53,500
Res - Window Cleaning	7,000
TOTAL OPERATING EXPENSES	<u>599,200</u>

Reserve-Contingency Fund

29,960

TOTAL EXPENSES

629,160

CURRENT YEAR SURPLUS / DEFICIT

-

**STRATA PLAN VR2540
PACIFIC POINT II
COMMERCIAL USE
INTERIM BUDGET**

INCOME FEES	
Operating Fund Contribution	5,150
Contingency Fund Contribution	258
TOTAL INCOME	<u>5,408</u>
 OPERATING EXPENSES	
Comm - Administration (AGM/SGM/CMtg minutes& Notices etc)	250
Comm - Fire Equipment/Maintenance (Interior Equipment)	1,000
Comm - Front Desk/Security	500
Comm - Front Desk/Security Office Supplies	150
Comm - Garbage Removal	500
Comm - Repair and Maintenance	750
Comm - Water/Sewer	1,000
Comm - Window Cleaning	1,000
TOTAL OPERATING EXPENSES	<u>5,150</u>
 Reserve-Contingency Fund	258
TOTAL EXPENSES	<u>5,408</u>
 CURRENT YEAR SURPLUS / DEFICIT	<u><u>-</u></u>

**VR 2540 - PACIFIC POINT - PHASE II
INTERIM BUDGET
STRATA FEE SCHEDULE**

<u>Strata Lot Number</u>	<u>Civic Address</u>	<u>Unit Entitlement</u>	<u>Residential Use Strata Fees</u>	<u>Commercial Use Strata Fees</u>	<u>Joint Use Strata Fees</u>	<u>Total Strata Fees</u>
Residential						
166		1,167	\$362.97		\$133.32	\$496.29
167		1,371	426.41		156.63	583.04
168		1,017	316.31		116.19	432.50
169		704	218.96		80.43	299.39
170		694	215.85		79.28	295.14
171		1,117	347.41		127.61	475.02
172		1,197	372.30		136.75	509.05
173		900	279.92		102.82	382.74
174		701	218.03		80.08	298.11
175		694	215.85		79.28	295.14
176		990	307.91		113.10	421.01
177		692	215.23		79.06	294.29
178		864	268.73		98.71	367.43
179		1,186	368.87		135.49	504.37
180		679	211.19		77.57	288.76
181		995	309.47		113.67	423.14
182		687	213.67		78.49	292.16
183		693	215.54		79.17	294.71
184		997	310.09		113.90	423.99
185		691	214.92		78.94	293.86
186		863	268.41		98.59	367.01
187		852	264.99		97.34	362.33
188		679	211.19		77.57	288.76
189		995	309.47		113.67	423.14
190		687	213.67		78.49	292.16
191		693	215.54		79.17	294.71
192		997	310.09		113.90	423.99
193		691	214.92		78.94	293.86
194		863	268.41		98.59	367.01
195		854	265.61		97.56	363.18
196		679	211.19		77.57	288.76
197		995	309.47		113.67	423.14
198		687	213.67		78.49	292.16
199		693	215.54		79.17	294.71
200		997	310.09		113.90	423.99
201		691	214.92		78.94	293.86
202		863	268.41		98.59	367.01
203		854	265.61		97.56	363.18
204		679	211.19		77.57	288.76
205		995	309.47		113.67	423.14
206		683	212.43		78.03	290.46
207		693	215.54		79.17	294.71
208		997	310.09		113.90	423.99
209		691	214.92		78.94	293.86
210		863	268.41		98.59	367.01
211		854	265.61		97.56	363.18
212		679	211.19		77.57	288.76
213		995	309.47		113.67	423.14
214		683	212.43		78.03	290.46
215		693	215.54		79.17	294.71
216		997	310.09		113.90	423.99
217		691	214.92		78.94	293.86
218		863	268.41		98.59	367.01
219		854	265.61		97.56	363.18
220		683	212.43		78.03	290.46
221		1,002	311.65		114.47	426.12
222		680	211.50		77.69	289.18
223		695	216.16		79.40	295.56
224		997	310.09		113.90	423.99

**VR 2540 - PACIFIC POINT - PHASE II
INTERIM BUDGET
STRATA FEE SCHEDULE**

<u>Strata Lot Number</u>	<u>Civic Address</u>	<u>Unit Entitlement</u>	<u>Residential Use Strata Fees</u>	<u>Commercial Use Strata Fees</u>	<u>Joint Use Strata Fees</u>	<u>Total Strata Fees</u>
225		691	\$214.92		\$78.94	\$293.86
226		868	269.97		99.16	369.13
227		859	267.17		98.13	365.30
228		683	212.43		78.03	290.46
229		1,002	311.65		114.47	426.12
230		680	211.50		77.69	289.18
231		695	216.16		79.40	295.56
232		997	310.09		113.90	423.99
233		691	214.92		78.94	293.86
234		868	269.97		99.16	369.13
235		859	267.17		98.13	365.30
236		683	212.43		78.03	290.46
237		1,002	311.65		114.47	426.12
238		680	211.50		77.69	289.18
239		695	216.16		79.40	295.56
240		997	310.09		113.90	423.99
241		691	214.92		78.94	293.86
242		868	269.97		99.16	369.13
243		859	267.17		98.13	365.30
244		683	212.43		78.03	290.46
245		1,002	311.65		114.47	426.12
246		680	211.50		77.69	289.18
247		695	216.16		79.40	295.56
248		997	310.09		113.90	423.99
249		691	214.92		78.94	293.86
250		868	269.97		99.16	369.13
251		859	267.17		98.13	365.30
252		683	212.43		78.03	290.46
253		1,002	311.65		114.47	426.12
254		680	211.50		77.69	289.18
255		695	216.16		79.40	295.56
256		997	310.09		113.90	423.99
257		691	214.92		78.94	293.86
258		868	269.97		99.16	369.13
259		859	267.17		98.13	365.30
260		683	212.43		78.03	290.46
261		1,002	311.65		114.47	426.12
262		680	211.50		77.69	289.18
263		695	216.16		79.40	295.56
264		997	310.09		113.90	423.99
265		691	214.92		78.94	293.86
266		868	269.97		99.16	369.13
267		859	267.17		98.13	365.30
268		687	213.67		78.49	292.16
269		1,007	313.20		115.04	428.24
270		678	210.87		77.46	288.33
271		695	216.16		79.40	295.56
272		997	310.09		113.90	423.99
273		691	214.92		78.94	293.86
274		870	270.59		99.39	369.98
275		860	267.48		98.25	365.73
276		687	213.67		78.49	292.16
277		1,007	313.20		115.04	428.24
278		678	210.87		77.46	288.33
279		695	216.16		79.40	295.56
280		997	310.09		113.90	423.99
281		691	214.92		78.94	293.86
282		870	270.59		99.39	369.98
283		860	267.48		98.25	365.73
284		687	213.67		78.49	292.16

**VR 2540 - PACIFIC POINT - PHASE II
INTERIM BUDGET
STRATA FEE SCHEDULE**

<u>Strata Lot Number</u>	<u>Civic Address</u>	<u>Unit Entitlement</u>	<u>Residential Use Strata Fees</u>	<u>Commercial Use Strata Fees</u>	<u>Joint Use Strata Fees</u>	<u>Total Strata Fees</u>
285		1,007	\$313.20		\$115.04	\$428.24
286		680	211.50		77.69	289.18
287		696	216.47		79.51	295.99
288		997	310.09		113.90	423.99
289		691	214.92		78.94	293.86
290		872	271.21		99.62	370.83
291		861	267.79		98.36	366.16
292		687	213.67		78.49	292.16
293		1,007	313.20		115.04	428.24
294		680	211.50		77.69	289.18
295		696	216.47		79.51	295.99
296		997	310.09		113.90	423.99
297		691	214.92		78.94	293.86
298		872	271.21		99.62	370.83
299		861	267.79		98.36	366.16
300		687	213.67		78.49	292.16
301		1,007	313.20		115.04	428.24
302		680	211.50		77.69	289.18
303		696	216.47		79.51	295.99
304		997	310.09		113.90	423.99
305		691	214.92		78.94	293.86
306		872	271.21		99.62	370.83
307		861	267.79		98.36	366.16
308		687	213.67		78.49	292.16
309		1,007	313.20		115.04	428.24
310		680	211.50		77.69	289.18
311		696	216.47		79.51	295.99
312		997	310.09		113.90	423.99
313		691	214.92		78.94	293.86
314		872	271.21		99.62	370.83
315		861	267.79		98.36	366.16
316		687	213.67		78.49	292.16
317		1,007	313.20		115.04	428.24
318		680	211.50		77.69	289.18
319		696	216.47		79.51	295.99
320		997	310.09		113.90	423.99
321		691	214.92		78.94	293.86
322		872	271.21		99.62	370.83
323		861	267.79		98.36	366.16
324		653	203.10		74.60	277.70
325		416	129.39		47.53	176.91
326		711	221.14		81.23	302.37
327		723	224.87		82.60	307.47
328		425	132.19		48.55	180.74
329		681	211.81		77.80	289.61
330		864	268.73		98.71	367.43
331		863	268.41		98.59	367.01
332		653	203.10		74.60	277.70
333		416	129.39		47.53	176.91
334		711	221.14		81.23	302.37
335		723	224.87		82.60	307.47
336		425	132.19		48.55	180.74
337		681	211.81		77.80	289.61
338		865	269.04		98.82	367.86
339		863	268.41		98.59	367.01
340		653	203.10		74.60	277.70
341		416	129.39		47.53	176.91
342		711	221.14		81.23	302.37
343		723	224.87		82.60	307.47
344		425	132.19		48.55	180.74

**VR 2540 - PACIFIC POINT - PHASE II
INTERIM BUDGET
STRATA FEE SCHEDULE**

<u>Strata Lot Number</u>	<u>Civic Address</u>	<u>Unit Entitlement</u>	<u>Residential Use Strata Fees</u>	<u>Commercial Use Strata Fees</u>	<u>Joint Use Strata Fees</u>	<u>Total Strata Fees</u>
345		681	\$211.81		\$77.80	\$289.61
346		865	269.04		98.82	367.86
347		863	268.41		98.59	367.01
348		653	203.10		74.60	277.70
349		416	129.39		47.53	176.91
350		712	221.45		81.34	302.79
351		725	225.49		82.83	308.32
352		425	132.19		48.55	180.74
353		681	211.81		77.80	289.61
354		867	269.66		99.05	368.71
355		865	269.04		98.82	367.86
356		653	203.10		74.60	277.70
357		416	129.39		47.53	176.91
358		712	221.45		81.34	302.79
359		725	225.49		82.83	308.32
360		425	132.19		48.55	180.74
361		681	211.81		77.80	289.61
362		867	269.66		99.05	368.71
363		865	269.04		98.82	367.86
364		653	203.10		74.60	277.70
365		416	129.39		47.53	176.91
366		712	221.45		81.34	302.79
367		725	225.49		82.83	308.32
368		425	132.19		48.55	180.74
369		681	211.81		77.80	289.61
370		867	269.66		99.05	368.71
371		865	269.04		98.82	367.86
372		653	203.10		74.60	277.70
373		416	129.39		47.53	176.91
374		712	221.45		81.34	302.79
375		1,361	423.30		155.48	578.79
376		425	132.19		48.55	180.74
377		681	211.81		77.80	289.61
378		869	270.28		99.28	369.56
379		1,559	484.89		178.11	662.99
Total Residential		168,572	\$52,430.00	\$0.00	\$19,258.20	\$71,688.20
Commercial						
164		2,337		\$230.19	266.99	497.17
165		2,238		220.44	255.68	476.11
Total U/E for Commercial		4,575	\$0.00	\$450.63	\$522.66	\$973.29
Total U/E for Residential		168,572	\$52,430.00	\$0.00	\$19,258.20	\$71,688.20
Total U/E for Res. & Com'l		173,147	\$52,430.00	\$450.63	\$19,780.86	\$72,661.49
Annual Strata Fees			\$629,160.00	\$5,407.50	\$237,370.35	\$871,937.85

Note:

The monthly strata fee includes a 5% contribution to the the Contingency Reserve Fund

EXHIBIT C

STRATA PLAN VR 2540 Pacific Point

CONSOLIDATED BYLAWS

September 10, 2012	Amendment	Registration No. CA2761723
August 5, 2010	Amendment	Registration No. BB1686626
February 18, 2008	Amendment	Registration No. BB0199219A
February 18, 2008	Amendment	Registration No. BB0199218
July 8, 2004	Amendment	Registration No. BW312862
January 23, 2002	Bylaws	Registration No. BT024431

STRATA PLAN VR2540

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**STRATA PLAN VR 2540
PACIFIC POINT**

BYLAWS

Division 1 - Duties of Owners, Tenants, Occupants and Visitors

Required payments

- 1 (1) Monthly maintenance fees are due and payable on or before the first day of each month. Maintenance fees not received by the 15th of the month in question will be subject to a fine of \$200.00 for each month or portion thereof.
- (2) When arrears aggregate two monthly maintenance payments a lien may be placed on the strata lot involved at the owner's expense for the total monies due, including all legal and other expenses, provided that the strata corporation has given to the owner at least 2 weeks' written notice demanding payment and indicating that such action will be taken if payment is not made within that 2 week period.
- (3) The cost of filing liens referred to in subsection (2), including administration, land title office and legal fees, shall be added to the monthly maintenance due from the delinquent owner.
- (4) An owner shall promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his or her strata lot.
- (5) The Strata Corporation will apply any funds received from an owner towards any amounts outstanding from an owner to the Strata Corporation in the following order:
 - a) unpaid fines;
 - b) unpaid insurance deductibles for which an owner is responsible;
 - c) unpaid strata fees; and
 - d) unpaid special levies

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot other than work for the benefit of the building generally.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (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.
- (4) An owner shall
- (a) notify the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with the strata lot, and
 - (b) comply strictly with these bylaws, and all other bylaws of the Strata Corporation, and with rules and regulations adopted from time to time.

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name, residential telephone number, business telephone number and such other information as may be reasonably required to enable the strata corporation to contact the tenant.

Obtain approval before altering a strata lot

- 5 (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:
- (a) the structure of a building;
 - (b) the exterior and exterior appearance of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
 - (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner which, in the opinion of the council, will alter the exterior appearance of the building.

Limited common property

- 6 (1) An owner wishing to modify or alter limited property designated for the exclusive use of such owner shall, after first receiving the prior written approval of the Strata Council to make such modification or alteration, execute and deliver to the Strata Corporation with respect to such limited common property an indemnity agreement in favour of the Strata Corporation with respect to such limited common property in the following form:

INDEMNITY AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to indemnify The Owners, Strata Plan No. 2540, its members, employees and agents from all liabilities, damages, claims, suits, actions, costs and expenses of any nature whatsoever incurred by or arising out of the use or operation of any area of limited common property designated for the exclusive use of the undersigned's strata lot.

DATED at Vancouver, British Columbia, this ____ day of _____, 20____.

Name: _____ Strata Lot: _____

and until such time as the limited common property is returned to its original condition any subsequent purchaser of such strata lot will be required to execute and deliver to the Strata Council an Indemnity Agreement in the same form.

- (2) In the event of a breach of any bylaw, rule or regulation regarding limited common property by the owner or the employees, agents, invitees or tenants of an owner of a strata lot for whose exclusive use the affected limited common property has been designated then, in addition to the powers of the Strata Corporation under Section 23 the Strata Council may notify such owner of such default, and if such default is not remedied within 2 weeks after such notice or within such shorter period designated in such notice as the Strata Council deems appropriate having regard to the safety of the common property and its users, the

Strata council may, in addition to other powers and remedies it may have, but shall not be obliged to, remedy such default at the cost and expense of such owner, such cost and expense being payable to the Strata Corporation on demand as a fine for such default, in addition to any other fine or penalty levied against such owner in respect of such matter, and may suspend such owner's right of exclusive use of such limited common property until such default is remedied and, if remedied by the Strata Council, until the cost, fine and/or penalty in respect thereof has been fully paid and/or satisfied.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, and to ensure that the Bylaws are being observed.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 Except to the extent that such matters are the responsibility of a separate section, as set forth in Section 34, the strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;

- (D) doors, windows and skylights on the exterior of a building or that front on the common property, but excluding doors, windows and skylights included in a strata lot;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) dryer ducts and exhaust ducts existing in or appurtenant to the strata lot, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 - Council

Composition

- 9 (1) The council shall consist of:
 - (a) 3 members elected by, from and among the First Residential Owners;
 - (b) 3 members elected by, from and among the Second Residential Owners;
 - (c) 1 member elected by, from and among the First Commercial Owners and the Second Commercial Owners,

each of the First Residential Owners, the First Commercial Owners, the Second Residential Owners and the Second Commercial Owners being hereafter called an "Elector Group" with respect to the member or members elected by it.
- (2) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.

Council members' terms

- 10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 11 (1) The Elector Group set forth in Section 9(1) may, by a resolution passed by a majority vote at a special general meeting held by such Group, remove one or more council members elected by it.
- (2) After removing a council member, the Elector Group that removed the member must hold an election at the same special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council, provided that such person shall be nominated by and represent the Elector Group from which the vacancy has occurred.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

Officers

- 13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if

- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 16 (1) A quorum of the council is 4.
- (2) A member of the council may attend any meeting of the council in person or by proxy.

Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person or by proxy at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 20 (1) The council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The owner of any lot affected by a decision of a person or body to which the council has delegated some or all of its powers and duties may appeal a decision of such person or body to the council, and the decision of the council shall be final and binding.

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), the council may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

General

- 23 (1) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any costs or expense so incurred by the

Corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.

- (2) The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.
- (3) Any infraction or violation of any rules and regulations established by a separate section pursuant to these Bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner or the occupier or tenant of a portion of that owner's strata lot by the separate section and shall become due and payable forthwith on demand for payment being made by the separate section.

Maximum fine

- 24 (1) Unless otherwise provided in these bylaws, the strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) Subject to Section 25, the strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

- 25 An infraction or violation of these bylaws or any of the rules and regulations may be subject to a penalty for each separate occurrence. A separate occurrence will be deemed to occur upon each written notice by the Strata Corporation that the infraction or violation has occurred. Written notice is restricted to once per month.

Division 5 - Annual and Special General Meetings

Person to chair meeting

- 26 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 27 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Quorum for Adjourned Meeting

- 27A Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Voting

- 28 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs including the legal costs of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

Order of business

29 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act and the balance then held in the contingency reserve fund for each of the Phase I Area and the Phase II Area if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 30 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Marketing Activities by Owner Developer

Display lot

- 31 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Division 8 - Separate Sections

Separate Sections

- 32 (1) The owners of all the residential strata lots shall form a separate section (the "Residential Section") within the Strata Corporation consisting of all the residential strata lots in the strata plan.

- (2) The Owners of all the non-residential (commercial) lots shall form a separate section (the "Commercial Section") within the Strata Corporation consisting of all the non-residential strata lots in the strata plan.
- (3) The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a General Meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section must pursuant to these Bylaws elect an executive, and may call and hold meetings and pass resolutions in the same manner as the Strata Corporation.
- (4) Any resolutions passed by the executive of a separate section shall clearly state the particular strata lot or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section or to strata lots within that separate section.

Powers of Separate Sections

33 A separate section of the Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;
- (b) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section;
- (c) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
- (d) make an agreement with any occupier or tenant of the strata lot within the separate section for the provision of amenities or services by it to that strata lot;
- (e) make an agreement with the owners in any other separate section in connection with the joint use of any facilities which are designated in the Strata Plan as being Limited Common Property appurtenant to the separate section or to any other separate section;
- (f) grant to an occupier or tenant of a strata lot within the separate section the right to

exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

Duties of Separate Sections

34 Each separate section of the Strata Corporation shall:

- (a) control, manage and administer the limited common property appurtenant to the separate section or to the strata lots within the separate section and other assets of the separate section of the Strata Corporation for the benefit of all members of the separate section;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section or to strata lots within the separate section and other assets of the separate section;
- (c) maintain all areas of limited common property appurtenant to the separate section or to strata lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section or the limited common property appurtenant to the separate section or to strata lots within the separate section and used exclusively for that section;
- (e) maintain and repair, including renewal where reasonably necessary, dryer ducts and exhaust ducts existing in or appurtenant to the strata lot;
- (f) collect and receive all contributions towards the expenses common to the separate section paid by the owner and deposit the same with a savings institution; and
- (g) pay all sums of money properly required to be paid on account of all services, or supplies and assessments pertaining to, or for the benefit of, the separate section.

Section Executives

- 35
- (1) The executive of the Residential Section shall consist of 5 members elected by, from and among the First Residential Owners and 6 members elected by, from and among the Second Residential Owners.
 - (2) The executive of the Commercial Section shall consist of 3 members elected by, from and among the First Commercial Owners and 1 member elected by, from and among the Second Commercial owners.

- (3) The executive of each separate section shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws.
- (4) A member of the executive of a separate section may attend any meeting of such section in person or by proxy.
- (5) The executive of each separate section shall keep, in one location, or in the possession of one person, and shall make available on request to an owner within the separate section or a person authorized by such owner:
 - (a) a copy of any special or unanimous resolutions passed by the separate section;
 - (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licences, easements or rights-of-way;
 - (c) minutes of all General Meetings of the separate section; and
 - (d) minutes of all meetings of the executive of the separate section.

Residential Section Committees

36 The executive of the Residential Section shall form two committees, being:

- (a) the Phase I Residential Committee, composed of the members of the executive of the Residential Section representing the First Residential Owners and
- (b) the Phase II Residential Committee, composed of the members of the executive of the Residential Section representing the Second Residential Owners,

each of which shall perform such duties as the executive of the Residential Section shall assign to it. Each committee may establish sub-committees to assist in the performance of its assigned duties, and may by majority vote appoint further owners from the ownership group that it represents to serve on such sub-committees.

Division 9 - Common Expenses and Budgets

Definitions

37 For the purposes of bylaws 38A and 38B:

- (a) "Phase I Residential Strata Lots" shall mean strata lots 1 to 152 inclusive;
- (b) "Phase II Residential Strata Lots" shall mean strata lots 166 to 379 inclusive;
- (c) "Phase I Commercial Strata Lots" shall mean strata lots 153 to 163 inclusive;
- (d) "Phase II Commercial Strata Lots" shall mean strata lots 164 to 165 inclusive;

- (e) “Phase I Residential Strata Lots Common Areas” shall mean:
 - (i) common areas used primarily by or for the primary benefit of the occupiers of the Phase I Residential Strata Lots including areas designated as limited common property for the Phase I Residential Strata Lots; and
 - (ii) the exterior portions of the Phase I Residential Strata Lots and of the common areas used primarily by or for the primary benefit of the occupiers of the Phase I Residential Strata Lots including areas designated as limited common property for the Phase I Residential Strata Lots;
- (f) “Phase II Residential Strata Lots Common Areas” shall mean:
 - (i) common areas used primarily by or for the primary benefit of the occupiers of the Phase II Residential Strata Lots including areas designated as limited common property for the Phase II Residential Strata Lots; and
 - (ii) the exterior portions of the Phase II Residential Strata Lots and of the common areas used primarily by or for the primary benefit of the occupiers of the Phase II Residential Strata Lots including areas designated as limited common property for the Phase II Residential Strata Lots;
- (g) “Phase I Commercial Strata Lots Common Areas” shall mean:
 - (i) common areas used primarily by or for the primary benefit of the occupiers of the Phase I Commercial Strata Lots including areas designated as limited common property for the Phase I Commercial Strata Lots; and
 - (ii) the exterior portions of the Phase I Commercial Strata Lots and of the common areas used primarily by or for the primary benefit of the occupiers of the Phase I Commercial Strata Lots including areas designated as limited common property for the Phase I Commercial Strata Lots;
- (h) “Phase II Commercial Strata Lots Common Areas” shall mean:
 - (i) common areas used primarily by or for the primary benefit of the occupiers of the Phase II Commercial Strata Lots including areas designated as limited common property for the Phase II Commercial Strata Lots; and
 - (ii) the exterior portions of the Phase II Commercial Strata Lots and of the common areas used primarily by or for the primary benefit of the occupiers of the Phase II Commercial Strata Lots including areas designated as limited common property for the Phase II Commercial Strata Lots;
- (i) “Phase I” shall mean the lands and improvements which formerly comprised Phase I of the Pacific Point development as set out on Strata Plan VR2540 (Phase I); and
- (j) “Phase II” shall mean the lands and improvements which formerly comprised Phase II of the Pacific Point development as set out on Strata Plan VR2540 (Phase II).

Strata Fees and Special Levies

38A (1) Each strata lot's contribution to Strata Fees and Special Levies shall be levied in accordance with bylaws 38A and 38B.

- (2) (a) Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase I Residential Strata Lots Common Areas including, but not limited to:
- (i) utilities including, but not limited to water, electricity, heating and air conditioning;
 - (ii) insurance;
 - (iii) legal and accounting services;
 - (iv) landscaping,
 - (v) property management services;
 - (vi) consulting and/or inspection services;
 - (vii) maintenance, repairs, replacements, additions or improvements to the Phase I Residential Strata Lots Common Areas;
 - (viii) all costs of operation, repair, maintenance and replacement of the elevators in Phase I, including electrical consumption; and
 - (ix) all costs of any recreational facilities in Phase I including, without limitation, electrical consumption, maintenance, repair and supervision of these areas and costs of repair, maintenance, purchase or replacement of equipment and furnishings in these areas,

shall be borne by the owners of the Phase I Residential Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all Phase I Residential Strata Lots.

- (b) Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase I Commercial Strata Lots Common Areas including, but not limited to:
- (i) utilities including, but not limited to water, electricity, heating and air conditioning;
 - (ii) insurance;
 - (iii) legal and accounting services;
 - (iv) landscaping,

- (v) property management services;
- (vi) consulting and/or inspection services;
- (vii) maintenance, repairs, replacements, additions or improvements to the Phase I Commercial Strata Lots Common Areas;

but excluding:

- (viii) any costs relating to the elevators in Phase I; and
- (ix) any costs relating to the recreational facilities in Phase I,

shall be borne by the owners of the Phase I Commercial Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all Phase I Commercial Strata Lots.

- (c) Subject to bylaw 38A(2)(g), expenses for material, equipment or services supplied, or to be supplied, to Phase I, that are not supplied, or to be supplied, exclusively to the Phase I Residential Strata Lots Common Areas or exclusively to the Phase I Commercial Strata Lots Common Areas, shall be borne by the owners of both the Phase I Residential Strata Lots and the Phase I Commercial Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all strata lots in Phase I.
- (d) Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase II Residential Strata Lots Common Areas including, but not limited to:
 - (i) utilities including, but not limited to water, electricity, heating and air conditioning;
 - (ii) insurance;
 - (iii) legal and accounting services;
 - (iv) landscaping,
 - (v) property management services;
 - (vi) consulting and/or inspection services;
 - (vii) maintenance, repairs, replacements, additions or improvements to the Phase II Residential Strata Lots Common Areas;
 - (viii) all costs of operation, repair, maintenance and replacement of the elevators in Phase II, including electrical consumption; and
 - (ix) all costs of any recreational facilities within Phase II including, without

limitation, electrical consumption, maintenance, repair and supervision of these areas and costs of repair, maintenance, purchase or replacement of equipment and furnishings in these areas,

shall be borne by the owners of the Phase II Residential Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all Phase II Residential Strata Lots.

- (e) Expenses for material, equipment or services supplied, or to be supplied, exclusively to the Phase II Commercial Strata Lots Common Areas including, but not limited to:

- (i) utilities including, but not limited to water, electricity, heating and air conditioning;
- (ii) insurance;
- (iii) legal and accounting services;
- (iv) landscaping,
- (v) property management services;
- (vi) consulting and/or inspection services;
- (vii) maintenance, repairs, replacements, additions or improvements to the Phase II Commercial Strata Lots Common Areas;

but excluding:

- (viii) any costs relating to the elevators in Phase II; and
- (ix) any costs relating to the recreational facilities in Phase II,

shall be borne by the owners of the Phase II Commercial Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all Phase II Commercial Strata Lots.

- (f) Subject to bylaw 38A(2)(g), expenses for material, equipment or services supplied, or to be supplied to Phase II, that are not supplied, or to be supplied, exclusively to the Phase II Residential Strata Lots Common Areas or exclusively to the Phase II Commercial Strata Lots Common Areas, shall be borne by the owners of both the Phase II Residential Strata Lots and the Phase II Commercial Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all strata lots in Phase II.

- (g) Subject to bylaw 38A(2)(h), expenses for material, equipment or services that are not supplied, or to be supplied, exclusively to Phase I or exclusively to Phase II, shall be borne by the owners of all strata lots in both Phase I and

Phase II in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all strata lots.

- (h) Under no circumstances shall an expense for material, equipment or services as set out in this bylaw 38A be incurred for, or supplied to, both Phase I and Phase II unless such expense is approved in advance by:

A a 3/4 vote of the owners of the Phase I Residential Strata Lots and the Phase I Commercial Strata Lots, and

B. a 3/4 vote of the owners of the Phase II Residential Strata Lots and the Phase II Commercial Strata Lots.

For the purposes of this bylaw, "3/4 vote" means a 3/4 vote as defined in the Act.

- (3) With respect to certain expenses:

- (a) if the cost of insurance for the Strata Corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other owners;
- (b) unless separately metered for different strata lots, the cost of natural gas supplied to the strata lots which have a fireplace powered by natural gas shall be borne by the owners of all such strata lots. This cost shall be established and assessed annually against each such strata lot by the Strata Council, provided that any increase or decrease shall not exceed the corresponding percentage of increase or decrease in the cost of natural gas charged or levied against the Strata Corporation by the applicable gas utility. If such gas lines are separately metered, each owner whose strata lot is so separately metered shall be responsible for the cost of natural gas supplied to such strata lot and such strata lot shall be excluded from the calculation of the shared cost of natural gas set out in this bylaw 38A(3)(b);
- (c) common expenses attributable to limited common property designated for the exclusive use of the owner of a particular strata lot which have been incurred at the request of such owner, and not at the request of the Strata Corporation, shall be borne exclusively by such owner;
- (d) upon request by an owner or prospective purchaser of a strata lot within the development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying whether any common expenses attributable to a particular strata lot remain outstanding, the amount, if any, of such expenses, and whether an indemnity agreement as provided in the bylaws will be required from such owner or prospective purchaser. The Strata Corporation may require a fee of not more than \$10 from a person requesting such certificate.

Budgets

- 38B (1) (a) At each Annual General Meeting, the Strata Corporation shall prepare an annual budget for the following 12 months period in accordance with bylaws 38B(1)(b) and 38B(1)(c) of these bylaws and, after that, all owners shall, subject to bylaws 38A(2), 38A(3), 38B(1)(d) and 38B(1)(e), pay a monthly assessment in accordance with their unit entitlement.
- (b) The budget of the Strata Corporation shall be the budget for Phase I (the "Phase I Budget") and the budget for Phase II (the "Phase II Budget"), each of which shall be separately identified and shall be the subject of a separate vote by the owners of the strata lots within the applicable phase at the Annual General Meeting, together with the projected common expenses of the Strata Corporation pursuant to bylaw 38A(2)(g). The Phase I Budget shall be presented solely to, and shall be approved solely by, the owners of the Phase I Residential Strata Lots and Phase I Commercial Strata Lots. The Phase II Budget shall be presented solely to, and shall be approved solely by, the owners of the Phase II Residential Strata Lots and Phase II Commercial Strata Lots.
- (c) The Phase I Budget and the Phase II Budget shall each comply with the provisions of the Strata Property Act with respect to the establishment of a contingency reserve fund provided that:
- (i) separate contingency reserve funds shall be held for each of Phase I and Phase II; and
 - (ii) the contingency reserve fund for each of Phase I and Phase II shall only be used to pay unusual or extraordinary expenses only of such phase, without contribution from the other phase. For the purposes of this bylaw, "unusual or extraordinary expenses" means expenses that usually occur less often than once a year or that do not usually occur;
- (d) The Phase I Budget shall include the expenses relating to the Phase I Residential Strata Lots Common Areas (pursuant to bylaw 38A(2)(a)), the expenses relating to the Phase I Commercial Strata Lots Common Areas (pursuant to bylaw 38A(2)(b)) and the common expenses relating to Phase I (pursuant to bylaw 38A(2)(c)). The Phase I Budget (net of income set forth therein) shall be met only through monthly assessments paid by the owners of the Phase I Residential Strata Lots and the owners of the Phase I Commercial Strata Lots in accordance with bylaws 38A(2) and 38A(3).
- (e) The Phase II Budget shall include the expenses relating to the Phase II Residential Strata Lots Common Areas (pursuant to bylaw 38A(2)(d)), expenses relating to the Phase II Commercial Strata Lots Common Areas (pursuant to bylaw 38A(2)(e)) and the common expenses relating to Phase II (pursuant to bylaw 38A(2)(f)). The Phase II Budget (net of income set forth therein) shall be met only through monthly assessments paid by the owners of the Phase II Residential Strata Lots and the owners of the Phase II Commercial Strata Lots in accordance with bylaws 38A(2) and 38A(3).

Division 10 - Definitions

Definitions

39 For the purposes of these Bylaws:

- (a) "First Residential Owners" shall mean the owners of Strata Lots 1 to 152 inclusive;
- (b) "Second Residential Owners" shall mean the owners of all residential Strata Lots in the Strata Plan except for Strata Lots 1 to 152 inclusive;
- (c) "First Commercial Owners" shall mean the owners of Strata Lots 153 to 163 inclusive;
- (d) "Second Commercial Owners" shall mean the owners of all non-residential Strata Lots in the strata plan except for Strata Lots 153 to 163 inclusive;
- (e) "Phase I Area" shall mean Strata Lots 1 to 163 inclusive and appurtenant common property and limited common property, all of which formerly comprised Phase I of the Pacific Point development;
- (f) "Phase II Area" shall mean Strata Lots 164 to 379 inclusive and appurtenant common property and limited common property, all of which formerly comprised Phase II of the Pacific Point development;
- (g) all references to "Owner" in Section 9 shall be deemed to include:
 - (i) the legal spouse of an owner, or
 - (ii) a person who lived with the owner as husband and wife for the 2 year period immediately preceding the relevant date, or
 - (iii) a person of the same gender who lived in a marriage-like relationship with the owner for the 2 year period immediately preceding the relevant date.
- (h) "Maintenance Fees" shall include monthly maintenance fees, all contributions toward common expenses levied by the Strata Corporation, parking and storage fees, move in and out fees, gas assessment fees and other costs charged by the Strata Corporation to an Owner.

Division 11 - Miscellaneous Matters

Small Claims Actions

- 40 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is require to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's' family.

Electronic Attendance at Meetings

- 41 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Acquisition or Disposition of Personal Property

- 42 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Property Management

- 43 The owners of the Phase I Strata Lots shall have the right, at their sole discretion, to appoint the Property Manager for the Phase I Strata Lots. The cost of such Property Manager shall be borne solely by the owners of the Phase I Strata Lots.
- 44 The owners of the Phase II Strata Lots shall have the right, at their sole discretion, to appoint the Property Manager for the Phase II Strata Lots. The cost of such Property Manager shall be borne solely by the owners of the Phase II Strata Lots.

For the purposes of bylaws 43 and 44:

- (a) "Phase I Strata Lots" shall mean strata lots 1 to 163 inclusive;
- (b) "Phase II Strata Lots" shall mean strata lots 164 to 379 inclusive; and
- (c) "Property Manager" shall mean the property management company.

General Rules of Phase I Area Residential Lots

Rule 1 Application

1. These General Rules apply only to Strata Lots 1 to 152 inclusive.

Rule 2 Use of Strata Lot

- 2 (1) The strata lot shall be used as a private dwelling home unless otherwise approved in writing by the Strata Council.
- (2) No owner shall permit any activity on his strata lot or on any common property that is contrary to any statute, ordinance, bylaw, rule or regulation of any government authority whether federal, provincial, municipal, Strata Corporation or otherwise.

Rule 3 Disturbance of Others

- 3 (1) No noise shall be made in or about any strata lot or on the common property which in the opinion of the Strata Council interfere with the enjoyment by others of other strata lots or the common property.
- (2) Noises in and about any strata lot or on the common property should be kept to a minimum between eleven o'clock in the evening and seven o'clock in the morning.
- (3) Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out any window, door, passage, or other parts of the strata lot or the common property.
- (4) No resident shall obstruct, encumber or use for any purpose other than ingress to or egress from the strata lot, the sidewalks, entrances, loading space, stairways, lobbies or halls.
- (5) No barbecues other than those fuelled by propane gas or electricity may be used on the balconies and patios.
- (6) Unless consent is obtained from the Strata Council, all carpentry or similar alterations shall be limited to the hours between 9:00 a.m. and 5:00 p.m., Monday through Saturday inclusive.
- (7) No owner, guest or visitor shall be permitted to trespass on Limited Common Property to which another owner is entitled to exclusive occupation.
- (8) Hard surface flooring shall only be installed in a strata lot in a manner and to such specifications as may be approved in writing by the Strata Council prior to such installation.
- (9) Installation of hard surface flooring:
 - (a) an Owner or Owners may, with the prior written approval of the Phase I Residential Committee, make changes to the floor finishing of their strata lot from carpet to any hard surface floor finish (e.g. tile or hardwood flooring), and the

Committee shall give due consideration to the issue of sound transmission between strata lots in granting its approval;

- (b) Owners are responsible for satisfying noise complaints with respect to the installation and use of hard surface flooring;
- (c) hard flooring shall only be installed in accordance with the provisions of Schedule "A" annexed to these Bylaws.

Rule 4 Hazards

- 4 (1) Everything should be done to reduce fire hazards and nothing should be brought onto or stored on a strata lot or common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) No material or substances, especially burning material such as cigarettes or matches, shall be permitted to fall out any window, door, balcony or other part of a strata lot or the common property.
- (3) A bonded caretaker/manager/property manager may be provided with a duplicate key for each strata lot in case of emergency. Failing this, in the event of any emergency emanating from a strata lot whose occupants cannot be contacted, access for protection of common property or safety may be gained by force at the occupant's expense.
- (4) Any damage occurring due to the keeping of waterbeds will be charged to the owner of the strata lot.
- (5) Any damage to common property caused by negligence of the owner, occupants of his or her strata lot or his or her guests will be charged to the owner of the strata lot.

Rule 5 Cleanliness

- 5 (1) Rubbish, dust, garbage boxes, packing cases, personal or household goods, shoes, carpets or the like shall not be thrown, piled, or stored in corridors, stairways, or any other parts of the common property.
- (2) All household refuse shall be contained in suitable plastics bags and deposited in the common garbage containers.
- (3) Any material other than ordinary household refuse and garbage shall be removed from the common property by the individual owner or resident of the strata lot.
- (4) Nothing other than what is permitted by the bylaws or rules shall be stored on patios, balconies or common property. If items are stored in violation of the bylaws or rules, the items will be removed by the Strata Council with notification.
- (5) No wild animal or bird shall be fed from any strata lot or from the common property.

Rule 6 Exterior Appearance

- 6 (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior approval of the Strata Council.
- (2) No awning, shade, screen, air-conditioning unit, smoke stack, radio or television antenna shall be hung from or attached to the exterior of the building or strata lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the building so that they are visible from the outside of the building. Balconies shall not be used for storage purposes.
- (4) Drapes or blinds visible from the outside of the building shall be cream or white in colour.
- (5) No enclosures of Limited Common Property or other structural alterations either to the interior or the exterior of the building shall be made, nor shall the wiring, plumbing, piping, or other services be altered or supplemented on the strata lot or within any walls or on the common property, without previous written approval of the Strata Council.
- (6) The exterior appearance of the Strata Lot or the building shall not be altered in any way, including but not limited to the painting of wood, stucco, brick, railings, concrete, or other exterior parts of the building, or the attachment of 2 sunscreens or greenhouses, or garden shed, without the prior written permission of the Strata Council.

Rule 7 Bicycles, Skateboards and Rollerblades

- 7 (1) All owners, tenants and visitors shall comply with the rules regarding bicycles.
- (2) All bicycles shall be stored in the bicycle room, or in your storage lockers in the parkade levels.
- (3) Cycling on common property including sidewalks and pathways but excluding access driveways is prohibited. Bicycles are not allowed in common areas, such as hallways, lobbies and elevators.
- (4) Skateboarding and rollerblading on common property including sidewalks, pathways and access driveways is prohibited.

Rule 8 Automobile/Parking Garage

- 8 (1) A resident shall use only the parking space(s) assigned to his or her strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. No resident shall lease or rent an assigned space(s) to a non-resident.
- (2) No major repairs or adjustments shall be made to motor vehicles on the premises.
- (3) A maximum speed of 10 kph shall apply to the common property.

- (4) The user of each parking stall is responsible for the cleaning up of any excessive oil spills in the stall. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired.
- (5) No vehicle exceeding 9,000 lbs. G.V.W. shall be parked or brought into the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises. Trailers, boats, campers and motor homes are not allowed in common areas unless written approval of the Strata Council is granted.
- (6) In accordance with applicable legislation, no parking is allowed anywhere along the fire routes, or in any area not specifically designated as a parking space, nor shall a vehicle park in a manner which will reduce the width of the access driveway.
- (7) Any vehicle which does not comply with Rule 8(6) will be removed at the owner's expense.
- (8) Incoming vehicles have the right-of-way at the garage door.
- (9) Use of car horns upon entering, leaving or within the parking area is prohibited.
- (10) Vehicle lights must be used at all times in the underground parking areas when the vehicle is in motion.
- (11) Parking stalls should be for parking of automobiles only and shall not be used for storage of any other items or materials.

Rule 9 Storage Lockers

- 9 (1) Use of the locker and storage rooms shall be governed by regulations as established by the Strata Council from time to time.
- (2) No hazardous materials shall be stored in the locker area.

Rule 10 Pet Restrictions

- 10 (1) No strata lot shall have in excess of two pets at any given time.
- (2) Rule 10(1) shall not apply to any owner with more than two pets as at May 7, 1991, provided that such owners shall not bring any further pets into the strata lot in contravention of this Bylaw.
- (3) In this rule, "Pet Owner" includes any person who owns, has in his or her custody or under his or her control, or harbours any "pet" within Pacific Point. "Pet" shall mean a mammal.
- (4) Any pet kept by an occupant of a strata lot shall be registered with the Strata Council (the "Council") by providing to the Council a written notice, signed by the occupant, setting out the name, breed, colour, and sex of the pet, the strata lot number where the pet is kept, the name and telephone number of the Pet Owner, and the licence number of the pet (when the pet is required to be licensed.) Occupants who already keep pets shall register the pets with the Council immediately following adoption and publication of this Regulation by the

Council. Any pet acquired after the adoption of this Regulation shall be registered forthwith upon being brought upon the strata lot.

- (5) No pet shall be permitted on the common property unless the pet is leashed and under the control of the Pet Owner or someone authorized by the Pet Owner.
- (6) No pet shall be permitted to urinate or defecate on the common property. If any pet defecates on the common property, the Pet Owner shall immediately and completely remove all of his or her pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. The area affected shall be cleaned to the satisfaction of the Strata Council.
- (7) No pet shall be permitted to damage the common property. The Owner of a pet that damages the common property shall be liable for the cost of repairing such damage in addition to any fine that may be levied pursuant to Rule 10(10).
- (8) No visitor's pet shall be allowed on the common property except with the prior authorization of and on terms approved by the Council.
- (9) If the Council receives a complaint about a pet, then the Council shall give written notice of the complaint to the Pet Owner. The Pet Owner shall have seven days from the date such notice is received by him within which to make written representations to the Council in response to the complaint. If, upon due consideration of the complaint and any response thereto, the Council resolves that the pet is unsafe or a nuisance, then the Council shall give written notice of its resolution, stating the grounds for its decision, to the Pet Owner and such pet shall be removed from the strata lot within 7 days after the day on which such notice is delivered to the Pet Owner.
- (10) If any occupant of a strata lot or guest of an occupant contravenes this Rule, the Council may levy a fine of not more than \$25.00 for each contravention against the occupant responsible for such contravention. Any fines levied and unpaid shall constitute monies owing to the Strata Corporation.
- (11) The provisions of this Rule 10 are severable and if any of them shall be found by a court of competent jurisdiction to be void or unenforceable at law or at equity, then the remaining provisions shall not be affected thereby and shall continue in force.

Rule 11 Damage To Property

- 11 (1) No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from negligence on the part of the Strata Corporation, its employees or agent.
- (2) Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing the strata lot, the common, limited common property or any portion thereof the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

- (3) An owner shall not cause damage to trees, plants, bushes, flowers, planters, or lawns and shall not place chairs, tables or other objects on lawns, planters or ground so as to damage them to prevent growth.

Rule 12 Security

- 12 (1) Residents are responsible for anyone they admit to the building.
- (2) Residents shall not admit anyone who phones on the enterphone, or otherwise seeks access to the common property, unless they are satisfied that he or she wishes to enter the premises for legitimate reasons.

Rule 13 Moving

- 13 (1) It is the responsibility of the owner/resident, with respect to all move-ins or outs of the property by the owner or residents of his or her strata lot (where time allows), to advise the Resident Caretaker at least two (2) weeks in advance. Elevator keys will not be issued without prior arrangements being made with the Resident Caretaker. Any resident or owner who does not comply with this request will be subject to fines being levied against the strata lot. All moves shall commence no earlier than 8:00 a.m. and shall be completed by no later than 8:00 p.m.
- (2) The owner/resident shall pay a fee of \$100.00 for each move-out or move-in, such fee to be paid at the time the elevator is booked.
- (3) The owner/resident shall pay a damage deposit of \$250.00 for each move-in or move-out, such deposit:
 - (a) to be paid at the time the elevator is booked;
 - (b) shall be refunded within 30 days of the move-out or move-in to the extent that it exceeds the costs of repairing any damage resulting from such move-out or move-in.

Rule 14 Fines

- 14 In cases of infractions of the Bylaws, Rules, regulations or fines will be levied by the Strata Council and the fines shall be added to or become a part of the assessment of that owner and shall become due and payable on the date for the payment of the owner's next monthly assessment fee.

Rule 15 Insurance Deductible

- 15 (1) The Strata Council shall determine whether the Strata Corporation or an owner shall pay for the insurance deductible in each instance when the insurance claim is based upon the insurance policy of the Strata Corporation. This determination by the Strata Council shall be binding upon the owner.
- (2) It shall be the policy of the Strata Corporation that if the Strata Council determines that an owner, his or her family, visitor, employee or agent has any degree of control over events which led to damage being sustained to the strata lot or common property, whether negligent

or not, the owner will be responsible for payment of the insurance deductible.

Rule 15 (A) – Non Reimbursement

- 15 (A) The Owners will not be permitted to seek reimbursement resulting from the dryer vent cleaning not being performed on their strata lots due to the installation of a condensing dryer system, this Rule being applicable to future and current installations.

Rule 16 Severability

- 16 The provisions of these General Rules shall be deemed independent and severable and the invalidity in whole or in part of any Rule or regulation does not affect the validity of the remaining Rules and regulations which shall continue in full force and effect as if such invalid portion had never been included herein.

Renting and/or Leasing Rules of Phase I Area Residential Lots

Rule 17 Application of Rules

- 17 These Rules apply only to Strata Lots 1 to 152 inclusive.

Rule 18 Notification

- 18 An owner who wishes to lease a strata lot shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation the following:
- (a) the name, occupation and address of each tenant or person who will occupy the strata lot during the term of the proposed lease;
 - (b) where applicable, the business telephone number of the tenant or tenants;
 - (c) the address and telephone number of the owner which will apply after the commencement of the lease;
 - (d) the commencement date and term of the lease;
 - (e) a completed Tenant's Undertaking in Form "K" of the Strata Property Act; and
 - (f) evidence of liability insurance carried by the proposed tenant or by the owner.

Rule 19 Information for Tenant

- 19 No owner shall lease or tenant a strata lot to anyone without making the prospective tenant or occupant fully aware of the existence of the Strata Property Act and the current rules, regulations and bylaws of the Strata Corporation.

Rule 20 Owner's Payment Responsibilities

- 20 Owners who intend to rent or lease a strata lot must take note that all assessments, fines or other charges assessed pursuant to the bylaws are levied by the Strata Corporation against the owner of the lot and it is an owner's responsibility to pay the same to the Strata Corporation and to pay for all assessments levied in respect of contravention of the bylaws by a tenant or occupant of his or her strata lot.

Rule 21 Contravention

- 21 In the event that an owner of a strata lot rents or leases the strata lot in contravention of these Rules, the Strata Council shall be entitled to take one or more of the following actions:
- (a) take all necessary steps to terminate the tenancy agreement or lease, as contemplated by the Strata Property Act;
 - (b) levy a fine, not to exceed \$500.00 for every seven days of contravention, such fine to be added to and form a part of the owner's monthly assessment. Such fine shall be collected by the Strata Council from the owner of the strata lot in accordance with the provisions of this Rule;
 - (c) seek a declaration from a court of competent jurisdiction regarding the enforcement of the limitations contained in these Rules and/or an injunction to prevent continued rental or lease of such strata lot. The reasonable costs of obtaining such court ordered relief shall be the responsibility of the strata lot owner in contravention of these Rules and shall be recoverable by the Strata Corporation from such owner on a solicitor and own client basis.

Rule 22 Severability

- 22 Should any portion of these Renting and/or Leasing Rules be held to be unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the remainder of the Rules, each provision of same shall be deemed to be separate and severable, and the balance of the Rules shall remain in full force and effect.

SCHEDULE "A"

Procedures re Installation of Hard Surface Flooring in Phase I Area Residential Lots

1. The hours of work by the tradesmen doing the installation shall be in accordance with the bylaws and rules of Pacific Point Phase I (Strata Lots 1 - 152).
2. An Owner must be on site during the installation.
3. Residents located above, below and on both sides of the affected strata lot must be advised in advance of the proposed renovation as to the dates and times of the work being done.
4. The service elevator must be booked in advance with the Building Administrator, and the protective pads must be put in place prior to the removal and delivery of any renovation materials.
5. No renovation material or packaging is to be placed in the Pacific Point, Phase I garbage containers. Owners are to arrange for off site disposal.
6. Owners will be responsible for maintaining the cleanliness of all the common areas used for the transport of renovation materials.
7. Owners will be responsible for any damage to common areas that may be caused by the person(s) doing the installation. Owners will also be responsible for any damage to the building in the future that can be attributed to such flooring or the installation.
8. Owners shall install floor underlay with the highest Impact Insulation Class or IIC rating. The IIC rating shall be a minimum of 73 or higher.
9. Underlay is to be installed between the finished floor and the concrete/plywood base.
10. All renovations must be undertaken between 9:00 a.m. and 5:00 p.m. Monday to Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. Work may not be performed on Sundays and statutory holidays.

EXHIBIT D

Condominium Act

(Section 31(2))

RENTAL DISCLOSURE STATEMENT

1. The strata plan in respect of which this statement is made is described as a proposed Strata Plan subdivision of:

City of Vancouver
Parcel Identifier No. 006-854-133
Lot 108
False Creek
Plan 20124

and contains 152 residential strata lots in Phase I and approximately 185 residential strata lots in Phase II.

2. The residential Strata Lots described below are under lease as of the date of this statement and the owner-developer intends to lease each strata lot until the date set out opposite its description.

<u>Description of Strata Lots</u>	<u>Date Lease Period Ends</u>
-----------------------------------	-------------------------------

No strata lots have been leased by the Developer as of the date of this statement.

3. In addition to the number of residential strata lots described in paragraph 2:

- (a) the owner-developer intends to rent all residential strata lots in Phase I of the development (being Strata Lots 1 to 152 inclusive) until the transfer of title of each strata lot to its purchaser;

(b) the owner-developer intends to rent all residential strata lots in Phase II of the development indefinitely.

4. There is no bylaw of the strata corporation which limits the number of strata lots that may be leased by the owners.

DATED this 24th day of August, 1989.

Owner/Developer:

PACIFIC POINT DEVELOPMENT CORPORATION

Per: 

President/Authorized Signatory

EXHIBIT E

S.L. No. _____ Unit No. _____

PACIFIC POINT – PHASE 2

CONTRACT OF PURCHASE AND SALE

"Vendor" BOSA DEVELOPMENT (PACIFIC POINT) INC.
 #500 – 1901 Rosser Avenue
 Burnaby, BC V5C 6S3
 Phone: (604) 294-0666 Fax: (604) 291-9120

"Purchaser"

 Tel: (H): _____
 Tel: (W): _____
 Tel: (C): _____
 Fax: _____
 E-mail: _____

 Tel: (H): _____
 Tel: (W): _____
 Tel: (C): _____
 Fax: _____
 E-mail: _____

 Occupation/Principal Business:

 Occupation/Principal Business:

 Country of Residence:

 Country of Residence:

 Social Insurance Number

 Social Insurance Number

"Strata Lot" Strata Lot _____ (Unit No. _____), False Creek, Strata Plan VR2540 in Phase 2 of Pacific Point (the "Development") located at 1323 Homer Street, Vancouver, B.C.

"Purchase Price" \$ _____

1.01 Offer. The Purchaser hereby offers to purchase the Strata Lot from the Vendor for the Purchase Price and upon the terms set forth herein subject to the encumbrances (the "Permitted Encumbrances") referred to in the disclosure statement for the Development filed by the Vendor pursuant to the *Real Estate Development Marketing Act* (British Columbia) ("REDMA"), as such disclosure statement is amended from time to time (collectively, the "Disclosure Statement"). The Purchaser acknowledges that he/she is purchasing a strata lot which is presently under renovation.

1.02 Deposit. The Purchaser will pay deposits to McCarthy Tétrault LLP, (the "Vendor's Solicitors") in trust to be held by them as trustee in accordance with REDMA as follows:

- a. a deposit (the "First Deposit") of \$ _____ payable concurrently with the delivery of the Purchaser's offer to purchase the Strata Lot to the Vendor; and \$ _____
- b. a further deposit (the "Second Deposit") of 10% of the Purchase Price less the First Deposit payable within 10 days of acceptance by the Vendor of the Purchaser's offer to purchase the Strata Lot. \$ _____

The First Deposit and the Second Deposit are collectively, the "Deposit".

The balance of the Purchase Price, subject to adjustments described herein, shall be paid on the Completion Date (as hereinafter defined). Deposit payments shall be made by cheque, money order or bank draft and may not be made by cash or credit card. Any interest earned on the Deposit shall be for the account of the Vendor.

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Purchaser	Purchaser	Vendor

1.03 Included Items. The Purchase Price includes the following items unless otherwise noted in the Disclosure Statement:

- | | | |
|------------------------------------|---|-------------------------------|
| [a] Refrigerator | [d] Window blinds (on exterior windows) | [g] Electric washer and dryer |
| [b] Dishwasher | [e] Hood fan | |
| [c] Electric cooktop/electric oven | [f] Microwave (studio suites will not be provided with a microwave) | |

Fixtures and features as represented in the Disclosure Statement shall also be included, provided that the Vendor may substitute materials of reasonably similar or better quality. Presentation Centre / Display Suite decorator features, fixtures, wall treatments, finishings, fittings, dining light fixtures and furnishings are not included in the Purchase Price.

The Purchase Price also includes the exclusive use of _____ parking stall and _____ storage locker in the Development to be allocated in the manner described in the Disclosure Statement. The Vendor reserves the right to locate the parking stall and storage locker in its sole discretion without consultation with the Purchaser. The parking stalls and storage lockers in the Development may vary in size, shape and convenience of location, and may be partially obstructed by equipment and other facilities.

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Purchaser	Purchaser	Vendor

1.04 Completion, Possession and Adjustment Dates. See Schedule A attached hereto.

1.05 Receipt of Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the Disclosure Statement including all amendments thereto, if any, filed up to the date hereof and has been given a reasonable opportunity to read the Disclosure Statement and the execution by the Purchaser of this Contract will constitute a receipt in respect thereof. The Purchaser acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Contract has been drawn to the Purchaser's attention.

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Purchaser	Purchaser

1.06 Acceptance. This offer will be open for acceptance on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale and purchase (the "Contract") in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE A ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN.

THE PURCHASER HAS EXECUTED THIS CONTRACT THIS _____ DAY OF _____, 20_____.

WITNESS: _____ PURCHASER(S): _____

VENDOR'S ACCEPTANCE: The Vendor hereby accepts the Purchaser's offer to purchase contained herein this _____ day of _____, 20_____.

BOSA DEVELOPMENT (PACIFIC POINT) INC.

Per: _____
(Authorized Signatory)

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Purchaser	Purchaser	Vendor

SCHEDULE A

1. **Completion Date.** The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract, by way of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. on the completion date (the "**Completion Date**") which will be the date identified by written notice given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors/notary (the "**Purchaser's Solicitors**") as the date on which the Strata Lot is or will be ready to be occupied, provided the Vendor or the Vendor's Solicitors will give not less than 14 days' notice thereof. Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given permission to occupy the Strata Lot, whether such permission is temporary, conditional or final. If the Completion Date is a Saturday, Sunday, statutory holiday or a day upon which the applicable land title office (the "**LTO**") is not open for business, the Completion Date shall be the immediate following day on which the LTO is open for business. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by written notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by December 31, 2013 (the "**Outside Date**"), this Contract will terminate on that date, the Deposit will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided that:
- (a) if the Vendor is delayed from completing renovation of the Strata Lot as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and
 - (b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any extension pursuant to subsection 1(a) and whether or not any delay described in subsection 1(a) has occurred, elect to extend the Outside Date for up to 120 days.

The Purchaser acknowledges that the estimated date for completion of the renovations set out in the Disclosure Statement has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor and that the actual Completion Date will be established in the manner set out above.

2. **Conveyance.** The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors at least five days prior to the Completion Date a statement of adjustments and a Freehold Transfer (the "**Transfer**") for the Strata Lot. The Vendor will execute and deliver, or cause to be executed, the Transfer and the statement of adjustments to the Purchaser's Solicitors on or before the Completion Date, together with the documentation relating to the parking stall(s) and storage locker, if applicable, included in the Purchase Price (which will be prepared by the Vendor's Solicitors) on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post registration index search from the LTO indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the adjusted balance of the Purchase Price due on the Completion Date to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The transfer of the Strata Lot will also be subject to the Vendor's financing arranged in connection with the Development or any builders' lien claims provided that the Vendor's Solicitors undertake to clear title to the Strata Lot of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the LTO, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor a solicitor's or notary's undertaking to pay the Purchase Price upon the lodging of the Transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

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3. **Deposit.** The Deposit shall be dealt with as follows:

- (a) The Vendor and the Purchaser agree that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the Purchaser's failure to pay any portion of the Deposit when required hereunder or failure to complete the purchase of the Strata Lot in default of its obligations hereunder. If the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Strata Lot in default of his or her obligations hereunder, then subject to Section 6(b) of this Schedule A, the Vendor may elect to terminate this Contract and, in such event, the portion of the Deposit that has been paid together with interest thereon will be absolutely forfeited to the Vendor as liquidated damages, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages.
- (b) If the Vendor fails to complete the sale of the Strata Lot, then the Deposit paid shall be paid to the Purchaser as the Purchaser's sole remedy and the Purchaser shall have no further claims against the Vendor.

The Purchaser acknowledges that any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution.

In accordance with Section 19 of REDMA, a developer may enter into a deposit protection contract with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract in accordance with REDMA with respect to the Deposit (or any portion thereof) and the Strata Lot. The Deposit (or such portion thereof) shall be released to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Contract shall be deemed to have been amended accordingly.

4. **Possession, Risk and Adjustment.** The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation (the "**Strata Corporation**") of which the Strata Lot forms a part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot, including an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the Strata Corporation, will be made as of the Completion Date. The Strata Lot will be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. So long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser may have possession of the Strata Lot on the day following the Completion Date (the "**Possession Date**").

The Purchaser is responsible for all utility charges as of the Possession Date and must ensure they notify the necessary utility companies to have the utilities transferred into their name on the Possession Date. In the event the Purchaser does not transfer the utilities into their name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility will be paid to the Vendor in full within five business days after notification. If said amount is not paid within the five business day period a \$50.00 charge will be applied to the outstanding amount.

5. **Builders' Lien Holdback.** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable Land Title Office in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires; and (ii) the date which is 55 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. on that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the sole expense of the Vendor.
6. **Time is of The Essence.** Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

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- (a) terminate this Contract by written notice to the Purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages and, subject to provisions of REDMA, the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or
- (b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Contract pursuant to subsection 6(a) of this Schedule A at any time after extending the Completion Date pursuant to 6(b) of this Schedule A if the Purchaser fails to complete on or before such extended date.

7. **Entire Contract/Representations.** The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his or her viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. **Renovations.**

- (a) The Vendor will cause the Strata Lot to be renovated and completed in a good and workmanlike manner substantially in accordance with the plans and specifications (the "**Plans and Specifications**") for the Development prepared by the Vendor's designer subject to any changes required by the City. The Vendor may make alterations to the features, design and layout of the Strata Lot which are desirable in the reasonable discretion of the Vendor and may use materials other than as prescribed in the Plans and Specifications if they are reasonably similar to what is prescribed. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The areas and dimensions of the strata lots (including the Strata Lot) in the Development set out in the marketing materials referred to in section 7 of this Schedule A, including balconies, patios and decks, are approximate, based on architectural drawings and provided for reference purposes only, and are not represented as being the actual final areas and dimensions.
- (b) Due to the natural variation of colour and texture in the wood, stone, granite, and dye lots of the tile, carpet and other components of the Strata Lot and the fact that the colour of natural products (especially wood) will change over time, the finishes of the wood, granite, tile, stone, carpet and other components of the Strata Lot may differ from the colour and textures shown in the display unit or any samples provided to or viewed by the Purchaser. In addition, even within the Strata Lot, the textures, colours and finishes may vary for the same reasons. The variations are inherent characteristics which cannot be fully controlled and the Vendor does not guarantee an exact match.

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9. **Purchaser Acknowledgements.** The Purchaser acknowledges and agrees that:

- (a) the municipal address of the Development and the suite number assigned to the Strata Lot and the number assigned to the floor in the Development on which the Strata Lot is located are subject to change as determined by the Vendor;
- (b) the Development will be part of a mixed-use project and includes commercial strata lots (the "Commercial Lots") that will or may involve the emission of odours, noise from service and delivery vehicles and garbage storage and disposal, loading bay usage, business hours which may include operations up to 24 hour per day, commercial pedestrian and vehicular traffic, idling vehicles, garbage compactor operation, roof top HVAC operation and other activities associated with such commercial uses. The Purchaser acknowledges and agrees that neither the owner, tenants or users of the Commercial Lots nor the Vendor shall be liable or responsible for any inconvenience, nuisance, expense, cost, injury, damage, loss or disturbance to the Development or any portion thereof or to the owners or occupants from time to time of the Development or the Strata Corporation arising from, in connection with or incidental to any disturbance described in this subsection 9(b) so that neither the owners or occupants of the Development nor the Strata Corporation will have any right of action at law or in equity against the owner, tenants or occupants of the Commercial Lots or the Vendor in respect thereof; and
- (c) it is aware that the Strata Lot is being renovated, and not constructed, by the Vendor and the Purchaser has been advised (as disclosed in section 5.3 of the Disclosure Statement) that a building condition report has been prepared for Phase 2 of the Development and is available for the Purchaser to review, if requested.

10. **Inspection.** The Purchaser or his or her representative will have the right to inspect the Strata Lot with a representative of the Vendor at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date and a refusal or failure by the Purchaser to inspect the Strata Lot at such time will be deemed to be a waiver and forfeiture of such right. The Purchaser may, at his or her, option forfeit this inspection and will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) on the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies (the "Deficiencies") will be prepared by the Vendor which are to be rectified by the Vendor. The parties will sign the list and the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) subject only to the Deficiencies. If the Purchaser does not sign the Deficiencies list the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings). The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may be rectified subsequent to the Completion Date. The Purchaser will not be allowed to have access to the Strata Lot except for this inspection prior to the Possession Date. No holdback will be made on closing in respect of the Deficiencies or other deficiencies. In the event of a disagreement between the Purchaser and the Vendor as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of a party appointed by the Vendor, acting reasonably, will be conclusive, final and binding on the parties.

11. **Costs.** The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any other tax required to be paid by the Purchaser in connection with the equipment and appliances included with the Strata Lot), other than the costs of the Vendor incurred in clearing title to the Strata Lot. The parties acknowledge and agree that the sale of the Strata Lot by the Vendor to the Purchaser is exempt from goods and services, harmonized sales and any transition taxes related to the transition from the HST to the GST.

12. **Assignment.** The Purchaser, upon receiving the written consent of the Vendor, which consent shall not be unreasonably withheld, may assign his or her interest in the Strata Lot under this Contract:

- (a) to a company that is controlled by the Purchaser or to the Purchaser's spouse, sibling, parent, child, grandparent or grandchild, provided that the Purchaser must provide the Vendor with information reasonably satisfactory to the Vendor confirming that the Purchaser controls the assignee company or confirming the relationship of the assignee to the Purchaser; or
- (b) at any time after the date that the Vendor, in its sole discretion, has entered into binding purchase and sale agreements (where all subject conditions in favour of the purchasers have been satisfied or waived) for all of the strata lots in the Development (the "Sell-out Date"), to any other person.

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If the Vendor consents to an assignment, the Vendor will convey the Strata Lot to the person designated by the Purchaser, in the case of an assignment under section 12(a), an administration fee of \$500 (plus all applicable HST and any other federal or provincial sales, service, value added or other tax required) and in the case of an assignment under section 12(b), an administration fee of 2% of the Purchase Price (plus all applicable HST and any other federal or provincial sales, service, value added or other tax required), as consideration for agreeing to an assignment of the Purchaser's interest in the Strata Lot or in this Contract and for any associated legal and administrative costs to be paid to the Vendor on or before the Closing Date. In connection with any assignment under section 12(b), the assignee will be required to pay the Vendor a further deposit (the "Assignee's Deposit") equal to 5% of the Purchase Price, which further deposit will be payable at the time of the assignment and will be held in accordance with section 1.02 of this Contract. Any assignment under section 12(b) will not be valid until the Vendor receives from the assignee the Assignee's Deposit. Following any assignment, the assignor will not be relieved of his or her obligations hereunder but will continue to remain liable to perform all obligations of the Purchaser under this Contract notwithstanding any amendment of the terms hereof whether or not the assignor has notice of any such amendment. The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser before the Sell-out Date and in particular, will not list the Strata Lot or the Purchaser's interest in this Contract on any Multiple Listing Service (MLS) prior to the Sell-out Date. The Vendor, in its sole discretion, may withhold its consent to any assignment not listed in paragraphs (a)-(b) above.

13. **Continuing Renovations and Marketing.** The Purchaser agrees that the Vendor may continue to carry out renovation work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of renovation of other strata lots, the common property or the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise to market the Development and any other developments (the "Other Developments") adjacent to or in the vicinity of the Development. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots in the Development or the Other Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Vendor, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots in the Development or the Other Developments. In addition, the Vendor may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities for the Development and the Other Developments.
14. **Successors and Assigns.** This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.
15. **Governing Law.** This Purchaser's offer herein and the Contract which results from its acceptance shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
16. **Contractual Rights.** This offer and the Contract which results from its acceptance creates contractual rights only and not any interest in land and the Purchaser will not be entitled to register this Contract or any interest arising under this Contract against the Strata Lot or the Lands. The Purchaser will acquire an interest in land upon completion of the purchase and sale contemplated herein.
17. **Personal Information.** The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Vendor, the Agents and salespersons described in the Agency Disclosure Addendum that forms a part of this Contract, the real estate boards of which those Agents and salespersons are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Purchaser and the Vendor:

- (a) for all purposes consistent with the transaction contemplated herein including:
 - (i) to complete the transaction contemplated by this Contract;
 - (ii) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;

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- (iii) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects;
 - (iv) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and other applicable laws; and
 - (v) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of any of the foregoing purposes;
- (b) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;
- (c) if the Strata Lot is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
- (d) for enforcing codes of professional conduct and ethics for members of real estate boards; and
- (e) for the purpose (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working with A Real Estate Agent.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause any third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto.

18. **Vendor's Right to Terminate.** The Vendor may in its sole discretion terminate this Contract if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and regulations under that Act, as amended from time to time.
19. **Notices and Tender.** Any notice to be given to the Purchaser hereunder will be sufficiently given (a) if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or (b) if delivered by hand or if transmitted by facsimile or e-mail to the Purchaser's Solicitors at their office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, fax number (if any) and e-mail address (if any) for the Purchaser will be as set out above unless the Purchaser provides the Vendor in writing with an updated address, fax number (if any) and e-mail address, and the Vendor has acknowledged in writing the receipt thereof, in which case it will be such most recently updated address, fax number (if any) and e-mail address. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and will be deemed to have been received, as provided for in the preceding provisions of this section, all other matters remaining the same except as altered where necessary. Any documents or money to be tendered on the Vendor or its solicitors' will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors. Notwithstanding the foregoing, Deposit payments may be made as set out in section 1.02. This Contract and any Addendum hereto may be executed in several parts and such parts when taken and read together shall be construed as if all the signing parties had executed one copy thereof. Delivery of this Contract and any Addendum hereto may be made by facsimile transmission or by email in PDF format and when so delivered shall be as effective as if delivered and received personally.
20. **Purchaser Comprising More Than One Party.** If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser

INITIALS

Purchaser	Purchaser	Vendor

and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

21. **Change of Address.** The Purchaser covenants and agrees to promptly notify the Vendor in writing of any change in the Purchaser's address, e-mail address, phone number and/or fax number.
22. **Agency Disclosure.** The Purchaser acknowledges to the Vendor and Magnum Projects Ltd. (the "Agent") that _____, a representative of the Vendor or the Agent, has disclosed to the Purchaser the agency relationship between the Agent and the Vendor, if applicable.

The Purchaser has an agency relationship with:

Purchaser Initials

(Agent), and

(Salesperson)

or:

The Purchaser has no agent:

Purchaser Initials

The Purchaser further acknowledges that while fully representing the Vendor with respect to disclosure, confidentiality, and diligence, the Agent is also committed to providing the following customer services to the Purchaser:

- Full disclosure of all relevant information regarding the Strata Lot to the best of the Agent's knowledge
- Full explanation of all forms and documentation used in the transaction
- Full assistance (where required) with respect to financing
- Full assistance with preparation and presentation of the Contract.

INITIALS

Purchaser	Purchaser	Vendor

EXHIBIT F



City of Vancouver *Zoning and Development By-law*

Community Services, 453 W. 12th Ave Vancouver, BC V5Y 1V4 ☎ 604.873.7344 fax 873.7060
planning@city.vancouver.bc.ca

CD-1 (182)

424 Drake Street

By-law No. 6057

(Being a By-law to Amend By-law 3575, being the Zoning and Development By-law)

Effective October 28, 1986

(Amended up to and including By-law No. 8169, dated March 14, 2000)

1 *[Section 1 is not reprinted here. It contains a standard clause amending Schedule D (Zoning District Plan) to reflect this rezoning to CD-1.]*

2 The area shown included within the heavy black outline on Schedule "A" is rezoned CD-1, and the only uses permitted within the said area, subject to such conditions as Council may by resolution prescribe, and the only uses for which development permits will be issued are:

- (a) 367 dwelling units in multiple dwellings; [6954; 92 03 24]
- (b) office/commercial, which means any office, including banks and financial institutions;
- (c) retail/commercial, which means any retail store, business, retail-type service activity, restaurant (excluding a drive-in); [6516; 89 06 27]
- (d) other commercial, which means any other commercial use not being "retail" or "office"; [6516; 89 06 27]
- (e) public and institutional;
- (f) social, recreational and cultural;
- (g) parks and open space;
- (h) accessory uses customarily ancillary to the above uses.

3 Floor Space Ratio

3.1 The maximum density for all buildings shall not exceed a floor space ratio of 4.75 of which a maximum of 0.24 shall be non-residential and a maximum of 4.51 shall be residential. The floor space ratio shall be measured in accordance with the provisions of the West End District Official Development Plan. [6516; 89 06 27] [6954; 92 03 24]

3.2 The following ancillary facilities are excluded from the floor space measurement:

Amenity areas for the social and recreational enjoyment of the residents and employees, or providing a service to the public, including facilities for general fitness, general recreation daycare, provided that:

- (i) the total area being excluded shall not exceed the lesser of 20 percent of the permitted floor space or 929.03 m² (10,000 sq. ft.); and
- (ii) in the case of a child day care centre, the Director of Planning, on the advice of the Director of Social Planning, is satisfied of the need for the facility in the immediate neighbourhood.

3.3 Where exterior walls greater than 152 mm in thickness have been recommended by a Building Envelope Professional as defined in the Building By-law, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, shall be excluded in the computation of floor space ratio, except that this section shall not apply to walls in existence prior to March 14, 2000. [8169; 00 03 14]

4 Height

The maximum building height measured above the base surface shall be 79.3 m (260.0 ft.).

5 Off-street Parking

Off-street parking shall be provided, developed and maintained in accordance with the applicable provisions of the Parking By-law except that a minimum of 400 off-street parking spaces shall be provided. [6516; 89 06 27]

Note: Information included in square brackets [] identifies the by-law numbers and dates for the amendments to By-law No. 6057 or provides an explanatory note.

6 Off-street Loading

Off-street loading shall be provided, developed and maintained in accordance with the applicable provisions of the Parking By-law except that 3 off-street loading spaces shall be provided.
[6516; 89 06 27]

7 *[Section 7 is not reprinted here. It contains a standard clause including the Mayor and City Clerk's signatures to pass the by-law and to certify the by-law number and date of enactment.]*

