

**DISCLOSURE STATEMENT**  
Real Estate Development Marketing Act of British Columbia

**of**  
**King Edward Village**  
**Phase 2**

Vancouver, British Columbia

Date of this Disclosure Statement: March 30, 2005

Developer:

TRI POWER DEVELOPMENTS LIMITED PARTNERSHIP  
TRI EAGLE INVESTMENTS INC.  
TRI POWER LANDS INC.  
TRI EAGLE LANDS INC.  
TRI EAGLE CAPITAL INC.

Address for service:

c/o Clark Wilson LLP  
Barristers & Solicitors  
800-885 West Georgia Street  
Vancouver, British Columbia, V6C 3H1

Business address:

Standard Building Main Level  
510 West Hastings Street  
Vancouver, British Columbia, V6B 1L8

Developer's Real Estate Broker:

RENNIE MARKETING SYSTEMS  
1045 Hornby Street  
Vancouver, British Columbia, V6Z 1V6

*Disclaimer*

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 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.

**OFFERING MADE UNDER POLICY STATEMENT 6  
SALE OF STRATA LOTS PRIOR TO OBTAINING FINANCING**

1. *The Real Estate Development Marketing Act states that a developer may sell strata lots prior to the proposed strata plans being deposited in a Land Title Office if the creation of the proposed strata lots has been approved by an approving officer, all monies are held in trust, and a Disclosure Statement has been accepted and filed with the Superintendent.*

2. *The Superintendent has held in the past that evidence of approval of the creation of the proposed strata lots included the issuance of a building permit by the appropriate approving authority. Pursuant to Policy Statements 6, the Superintendent will accept for filing Disclosure Statements if a conditional financing commitment, has been obtained provided that:*

*(a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;*

*(b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period;*

*(c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:*

*(i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;*

*(ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and*

*(iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.*

Please see Sections 6.2, 7.1 and 7.2 below in respect of the above requirements.



## TABLE OF CONTENTS

1.	THE DEVELOPER.....	1
1.1	Jurisdiction and Origin.....	1
1.2	Purpose and Assets.....	1
1.3	Registered and Records Office Address.....	1
1.4	Directors.....	1
2.	GENERAL DESCRIPTION.....	2
2.1	General Description of the Development.....	2
2.2	Permitted Use.....	4
2.3	Phasing.....	4
3.	STRATA INFORMATION.....	5
3.1	Unit Entitlement.....	5
3.2	Voting.....	5
3.3	Common Property and Facilities.....	5
3.4	Limited Common Property.....	6
3.5	Bylaws.....	6
3.6	Parking.....	7
3.7	Furnishings and Equipment.....	7
3.8	Budget.....	8
3.9	Utilities and Services.....	8
3.10	Strata Management Contracts.....	8
3.11	Insurance.....	8
3.12	Rental Disclosure Statement.....	8
3.13	Caretakers Suite.....	8
4.	TITLE AND LEGAL MATTERS.....	8
4.1	Legal Description.....	9
4.2	Ownership.....	9
4.3	Existing Encumbrances and Legal Notations.....	11
4.4	Proposed Encumbrances.....	11
4.5	Outstanding or Contingent Litigation or Liabilities.....	11
4.6	Environmental Matters.....	12
5.	CONSTRUCTION AND WARRANTIES.....	12
5.1	Construction Dates.....	12
5.2	Warranties.....	12
5.3	Previously Occupied Building.....	12
6.	APPROVALS AND FINANCES.....	12
6.1	Development Approval.....	12
6.2	Construction Financing.....	13
7.	MISCELLANEOUS.....	13
7.1	Deposits.....	13
7.2	Purchase Agreement.....	14
7.3	Developer's Commitments.....	14
7.4	Other Material Facts.....	14

Exhibit "A" - Proposed Phased Strata Plan Declaration (Form P)

Exhibit "B" - Preliminary Strata Plan

Exhibit "C" - Property Management Agreement

Exhibit "D" - Schedule of Unit Entitlement (Form V)

Exhibit "E" - Rental Disclosure Statement

Exhibit "F" - Projected Operating Budget

Exhibit "G" - Monthly Allocation of Operating Budget Among Strata Lots

Exhibit "H" - Contract of Purchase and Sale

Exhibit "I" - Revised Current Bylaws of Strata Corporation

Exhibit "J" - Schedule of Voting Rights (Form W)

## 1. THE DEVELOPER

### 1.1 Jurisdiction and Origin

The developer is Tri Power Developments Limited Partnership, Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc. (collectively, the "Developer").

Tri Power Developments Limited Partnership is a limited partnership formed pursuant to the *Partnership Act* (British Columbia) under number 314513-01, as amended. Tri Power Developments Inc. is the Managing General Partner of Tri Power Developments Limited Partnership. Tri Power Developments Inc. is a company incorporated under the laws of the Province of British Columbia, on December 12, 2001, under Incorporation Number 638771. The General Partners of Tri Power Developments Limited Partnership are Tri Power Developments Inc., Global Coin Corporation and Aquilini Investment Group Limited Partnership. The latter limited partnership is formed pursuant to the *Partnership Act* (British Columbia) under number 423531, as amended. 638769 B.C. Ltd. is the Managing General Partner of Aquilini Investment Group Limited Partnership. 638769 B.C. Ltd. is a company incorporated under the laws of the Province of British Columbia, on December 12, 2001, under Incorporation Number 638769. The directors of each of Tri Power Developments Inc., Global Coin Corporation and 638769 B.C. Ltd. are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini..

Tri Eagle Investments Inc. is a company incorporated under the laws of the Province of British Columbia, on March 12, 2002, under Incorporation Number 643856. Tri Power Lands Inc. is a company incorporated under the laws of the Province of British Columbia, on April 3, 2002, under Incorporation Number 644963. Tri Eagle Lands Inc. is a company incorporated under the laws of the Province of British Columbia, on March 26, 2002, under Incorporation Number 644681. Tri Eagle Capital Inc. is a company incorporated under the laws of the Province of British Columbia, on March 12, 2002, under Incorporation Number 643845. The directors of each such company are Francesco Aquilini and Charles Wright.

### 1.2 Purpose and Assets

The Developer was not specifically established for the purpose of developing the Development (the term "Development", as used in this Disclosure Statement, is defined in Sections 2.1(a) General Description of the Development). The Developer owns assets other than the development property.

### 1.3 Registered and Records Office Address

The registered and records address for each of the entities which comprise the Developer is:

Standard Building Main Level  
510 West Hastings Street  
Vancouver, British Columbia V6B 1L8

### 1.4 Directors

The directors of the Developer are as follows:

- (a) with regard to Tri Power Developments Limited Partnership, the directors for the General Partners are as follows:
  - (i) the directors of Tri Power Developments Inc., the Managing General Partner of Tri Power Developments Limited Partnership, are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini; and

- (ii) the directors of Global Coin Corporation, a General Partner of Tri Power Developments Limited Partnership, are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini; and
- (iii) the directors of 638769 B.C. Ltd., the Managing General Partner of Aquilini Investment Group Limited Partnership, are Elisa Aquilini, Francesco Aquilini, Luigi Aquilini, and Roberto Aquilini; and
- (b) the directors of each of Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc. are Francesco Aquilini and Charles Wright.

## 2. GENERAL DESCRIPTION

### 2.1 General Description of the Development

#### (a) Location

The development (the "Development") is located at 1402 and 1436 Kingsway, in the City of Vancouver, British Columbia. The legal description of the lands on which the Developer will construct the Development is as follows:

Parcel Identifier: 025-980-726  
Lot 1 Blocks 1 and 3 District Lot 352 Group 1 New Westminster District Plan BCP11581

(the "Lands").

#### (b) Physical Form and Number of Lots

##### (i) Physical Form and General Description

The Development is a mixed-use development consisting of a broad range of uses, including two and three bedroom multi-level townhouses, studios, one and two bedroom apartments, a mix of commercial and retail uses and a regional public library. The Development is bounded by three main arterials, being Knight Street, King Edward Avenue and Kingsway. The former lane, previously owned by the City of Vancouver, which runs from Knight Street to King Edward Avenue just west of Dumfries Street has been acquired by the Developer and consolidated into and forms part of the Lands. However, that portion of the Lands which was previously the lane will be subject to public vehicular and pedestrian access pursuant to a statutory right of way in favour of the City of Vancouver.

The Developer intends to develop the Lands by phased strata plan. The Development will consist of 2 phases. This Disclosure Statement relates only to the second phase ("Phase 2") shown on the plan attached to the proposed Form P Phased Strata Plan Declaration which is attached as Exhibit "A" to this Disclosure Statement. The first phase of the Development ("Phase 1") is the subject of a Disclosure Statement dated April 27, 2004, as amended from time to time. The construction of Phase 1 commenced in November, 2004 and is anticipated to be completed in November, 2006. The construction of Phase 2 is scheduled to commence at the end of May, 2005 and is anticipated to be completed at the end of April, 2007.

The proposed Form P Phased Strata Plan Declaration required, under the *Strata Property Act*, for a phased strata plan and for the Development is attached as Exhibit "A" to this Disclosure Statement. The phasing of the Development has been approved in principal by the City of Vancouver.

The Development consists of a total of 383 strata lots (collectively, the "Strata Lots") in 2 phases. Phase 1 consists of a twelve-storey reinforced concrete tower containing 209 strata lots plus three levels of underground parking. A portion of the first parking level (which portion will be at grade level), the main floor of Phase 1 and a portion of the first and second levels of Phase 1 will all comprise retail and other



commercial space, including a branch of the Vancouver Public Library. At the easterly end of Phase 1, the first three levels will consist of multi-level two and three-bedroom townhouse. The remainder of the third level and the fourth through twelve levels of Phase 1 will comprise residential apartments.

Phase 2 will consist of a sixteen-storey reinforced concrete tower containing 174 strata lots plus three levels of underground parking. The first floor of Phase 2 and a portion of the second level of Phase 2 will all comprise retail and other commercial space. The remainder of Phase 2 will be comprised of residential apartments.

(ii) Number of Strata Lots for Phase 2

Phase 2 of the Development, which is the subject of this Disclosure Statement, will consist of 174 strata lots, including:

<u>Residential Strata Lots</u>	<u>Number</u>
<u>Type</u>	
Studio	10
One Bedroom / One Bedroom and Den	58
Two Bedrooms / Two Bedrooms and Den	84
Three Bedrooms	2
Penthouses – One Bedroom	3
Penthouses – Two Bedrooms	<u>11</u>
Total Residential Strata Lots (the "Residential Strata Lots")	167
<u>Commercial Strata Lots</u>	<u>Number</u>
Commercial Strata Lots (the "Commercial Strata Lots")	<u>7</u>
Total Strata Lots	<u>174</u>

The areas of the Development which are not included within the Strata Lots will be common property owned along with other assets of the Strata Corporation by the owners of the Strata Lots as tenants-in-common in proportion to their respective Unit Entitlement figures (see Section 3.1 Unit Entitlement).

The draft strata plans show an amenity area on the second floor of Phase 2 having an approximate area of 6,800 sq.ft. that is designated as common property of the Strata Corporation.

The Developer intends to make an application to the City of Vancouver with respect to this amenity area to: (a) obtain additional density for the Development that would permit the amenity area to be converted to residential strata lots and/or commercial strata lots; (b) designate the amenity area as limited common property of one or more Commercial Strata Lots upon depositing the strata plan for Phase 2 (the "Final Strata Plan") for registration in the Land Title Office; (c) remove the amenity area from the Development in its entirety; or (d) permit some other use of the amenity area that is acceptable to the City of Vancouver.

Upon the City of Vancouver approving any change of use and designation of the amenity area and all approvals and consents being obtained by the Developer, the Developer will file an amendment to the Disclosure Statement setting out the particulars of the change of use and designation and a copy of the amendment of the Disclosure Statement will be delivered to each purchaser.

If the amenity area is added to the residential or commercial components of Phase 2, the addition will result in changes to the Schedule of Unit Entitlement and the strata fees payable for each Residential Strata Lot and Commercial Strata Lot and may require changes to the assigned strata lot numbers and civic addresses.

If the City of Vancouver will not approve a change of use and designation of the amenity area the Developer will, in its discretion, determine the amenities to be provided in the amenity area. The amenities may include any of a lounge room, fitness room, library, games room or meeting room. Access would also be provided from the amenity area to an outside landscaped terraced.

(c) Recreation Facilities

The Development will contain a variety of recreation facilities and amenities arranged throughout the Development in the form of the common property and Limited Common Property (as defined in Section 3.4 Limited Common Property) as follows

An outdoor landscaped area and children's play area, amenity room, and meeting room/lounge, which are included within Phase 1; and

An outdoor landscaped area, amenity room and meeting room/lounge, which are included in Phase 2 subject to the Developer's application to the City of Vancouver described in Section 2.1(b)(ii). An amenity area for the Commercial Strata Lots which is included within Phase 2.

An addition of this amenity space into the commercial or residential components of Phase 2 will result in changes to the Schedule of Unit Entitlement, the strata fees payable for each Residential Strata Lot and Commercial Strata Lot and may require changes to the assigned strata lot numbers and civic addresses.

The *Strata Property Act* Form P Phased Strata Plan Declaration which is attached as Exhibit "A" to this Disclosure Statement sets out the common recreational facilities for each of Phase 1 and Phase 2 as set out above.

The Developer may choose and hereby reserves the right to substitute, for these amenities, other amenities which the Developer, acting reasonably and based on the then current market for similar residential units, determines to be appropriate and beneficial to purchasers of Strata Lots within the Development.

(d) Strata Plan

The Developer intends to subdivide the Lands by filing a phased strata plan (the "Strata Plan"), in the New Westminster Land Title Office, to create the individual Strata Lots and common property comprising the phases of the Development to which this Disclosure Statement applies. The Developer intends to file a strata plan substantially in accordance with the proposed plan (the "Preliminary Plan") attached hereto as Exhibit "B".

2.2 Permitted Use

The Lands are zoned as CD-1 (Comprehensive Development). The Strata Lots are intended for residential and commercial use, subject to the restrictions in the applicable development permit, municipal zoning, the bylaws of the Strata Corporation (see Section 3.5 Bylaws), existing and proposed encumbrances (see Sections 4.3 Existing Encumbrances and 4.4 Proposed Encumbrances) and applicable laws of general application, including bylaws of the City of Vancouver.

2.3 Phasing

The Development is a phased strata plan. A phased strata development is completed in stages, referred to as "phases". Each completed phase becomes part of one strata corporation upon registration of the strata plan for

each successive phase. The proposed Form P Phased Strata Plan Declaration attached as Exhibit "A" to this Disclosure Statement describes important future aspects of the Development.

The Developer may and hereby reserves the right to alter aspects of the proposed phasing of the Development and may elect not to proceed with future phases of the Development upon compliance with the requirements of the *Strata Property Act*, including substituting replacement amenities for those which are set out in the *Strata Property Act* proposed Form P Phased Strata Plan Declaration which is attached as Exhibit "A" to this Disclosure Statement. Generally, any changes to the final Form P Phased Strata Plan Declaration, once formerly approved by the Approving Officer of the City of Vancouver, will require notice to the Strata Corporation, the approval of the Approving Officer and, potentially (depending on the nature of the changes), court approval.

As set out in section 2.1 (b), the Development will consist of 2 phases and a total of 383 strata lots. Phase 1 will consist of 209 strata lots. Phase 2, which is the subject of this Disclosure Statement, will consist of 174 strata lots.

As disclosed above, the phasing of the Development has been approved in principle by the City of Vancouver. The proposed Form P Phased Strata Plan Declaration required, under the *Strata Property Act*, for a phased strata plan and for the Development is attached as Exhibit "A" to this Disclosure Statement.

### 3. STRATA INFORMATION

#### 3.1 Unit Entitlement

A draft *Strata Property Act* Form V Schedule of Unit Entitlement is attached as Exhibit "D". The Unit Entitlement figures indicate the share of each Strata Lot in the common property and assets of Phase 2 and are the figures by which the proportionate contribution of Strata Lot owners to the expenses of the Strata Corporation is determined. It is also the figure used to determine the each Strata Lot owner's contributions toward common expenses. The actual Unit Entitlement may vary slightly from the figure shown in when the Strata Plan is completed. Unit Entitlement has been calculated according to the habitable area of each strata lot in square metres, rounded to the nearest whole number. Habitable area is defined in Regulation 14.2 of the *Strata Property Act* as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls, or storage areas other than closet space."

#### 3.2 Voting

The *Strata Property Act* Form W Schedule of Voting Rights is attached as Exhibit "J". The Schedule of Voting Rights was prepared in accordance with Section 247(2)(a) of the *Strata Property Act* which provides that each residential Strata Lot shall have one (1) vote and each Commercial Strata Lot shall have a vote that is in proportion to the unit entitlement of each Commercial Strata Lot divided by the average unit entitlement of all of the Residential Strata Lots.

#### 3.3 Common Property and Facilities

Common facilities in the Development will include the recreation facilities described in Section 2.1(c) hereof as well as storage rooms, decks/patios, parking spaces, equipment, furnishings and other assets of the Strata Corporation.

#### 3.4 Limited Common Property

##### (a) Limited Common Property

Limited Common Property means areas within the common property which are intended to be used exclusively by one or more Strata Lot owners. Any additional maintenance expense created thereby will be paid by such owner(s) except as provided herein. The Developer reserves the right to designate any portion of

the common property as Limited Common Property before deposit of the Final Strata Plan for registration in the Land Title Office or as permitted under the *Strata Property Act*. It is intended that these areas will be as shown on Exhibit "B", but generally will include all patios, balconies and decks appurtenant to each strata lots and one parking space within the residential component of the parking areas of Phase 2.

The Developer reserves the right to make an application to the City of Vancouver with respect to the approximate 6,800 sq.ft. of amenity area on the second floor in Phase 2. The Developer's application may request, among other things, a change of use and designation of this amenity area to Limited Common Property of one or more Commercial Strata Lots. If the use and designation of this amenity area is changed to Limited Common Property of one or more Commercial Strata Lots, the Developer will file an amendment to the Disclosure Statement setting out the particulars of the change of use and designation and a copy of the amendment of the Disclosure Statement will be delivered to each purchaser.

(b) Repair and Maintenance

Under the *Strata Property Act*, the Strata Corporation is responsible for maintaining all common property, including limited common property. However, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of limited common property which they use. The bylaws of the Strata Corporation make an owner responsible for maintaining and repairing Limited Common Property which they use, except the following, which the Strata Corporation shall repair and maintain:

- (i) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (ii) the structure of a building;
- (iii) the exterior of a building, including roofs;
- (iv) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (v) doors, windows or skylights, on the exterior of a building or that front on the common property; and
- (vi) fences, railings and similar structures that enclose patios, balconies and yards.

3.5 Bylaws

The bylaws of the Strata Corporation will be those set out in the Schedule of Standard Bylaws attached to the *Strata Property Act*, as amended by the proposed Form Y Notice of Different Bylaws attached hereto as Exhibit "I".

Among other differences from the Standard Bylaws under the *Strata Property Act*, it should be noted that the Notice of Different Bylaws establish separate sections within the Strata Corporation for the Residential Strata Lots and Commercial Strata Lots. The Notice of Different Bylaws establish further separate sections within the Residential Strata Lots within the Strata Corporation for apartment strata lots and townhouse strata lots. Under the *Strata Property Act* separate sections may make bylaws which pertain only to strata lots within each section and the Strata Corporation may allocate expenses on a section by section basis.

3.6 Parking

Phase 2 will contain 255 parking spaces conforming with the City of Vancouver parking bylaw requirements. Of these, an aggregate of 63 parking spaces will be contained within a separate parkade and are intended for use by the owner(s) of the Commercial Strata Lots and their tenants, invitees, agents and guests. Such area will be designated as Limited Common Property of the Commercial Strata Lots (see Section 3.4 Limited Common Property).

The balance of the parking spaces will be contained within a separate parkade and are intended for use by the owners of the Residential Strata Lots. Each Residential Strata Lot will be assigned one parking stall by way of designation on the Strata Plan as limited common property, the location of which is to be determined by the Developer in its sole discretion. The Developer, in its sole discretion may, allocate additional parking stalls or other areas in the parkades for the exclusive use of individual Strata Lot owners or other third parties, on such terms as the Developer may determine, using one or more of the following methods:

- (i) designation on the Strata Plan as Limited Common Property, upon filing of the Strata Plan;
- (ii) designation on the Strata Plan as Limited Common Property, subsequent to filing of the Strata Plan but before the first annual general meeting of the Strata Corporation in accordance with section 258 of the *Strata Property Act*;
- (iii) partial assignments of rights under a lease entered into prior to the filing of the Strata Plan;
- (iv) partial assignments of rights of the Developer with respect to individual parking spaces that may be allocated as Limited Common Property for a Strata Lot to be owned and controlled by the Developer; or
- (v) such other method as the Developer may determine.

In designating such extra parking stalls or other areas in the parkades, the owner developer is not required to act with a view to the best interests of the Strata Corporation, but must act honestly and in good faith and exercise the care, diligence and skill of a reasonable prudent person in comparable circumstances. Such a designation of extra parking stalls or other area in the parade or parkades does not require approval by a resolution at an annual or special general meeting. On this basis, the Developer hereby reserves the right to allocate to any of the Strata Lots within the Development or any third party additional parking stalls or other areas in the parkade or parkades, and to designate such parking stalls or other areas in the parkades as Limited Common Property of the Strata Corporation or otherwise, up to the first annual general meeting after the filing of each phase of the Final Strata Plan.

Phase 2 will also contain 248 bicycle stalls (218 Class A and 30 Class B), all on Parking Level 2 (which is the first parking level in Phase 2), which will be secured and separate from parking available to the guests of Phase 2. The bicycle stalls will initially be common property and will be allocated to Strata Lot owners upon request on a temporary basis by the strata council until otherwise determined by resolution of the Strata Corporation.

### 3.7 Furnishings and Equipment

The following equipment and furnishings are included in the purchase price of each Residential Strata Lot:

window blinds, stove, refrigerator, dishwasher, microwave and hood fan, in sink waste disposal and washer/dryer.

### 3.8 Budget

The interim operating budget of the Strata Corporation for the first twelve month period is attached hereto as Exhibit "F". Monthly allocation of the interim budget amongst the Strata Lots is shown in Exhibit "G" in proportion to each Strata Lot's Unit Entitlement figure (from Exhibit "D") relative to the aggregate Unit Entitlement of all Strata Lots. The actual monthly contributions will be adjusted upon the finalisation of the Unit Entitlement figures when the Strata Plan is filed, and monthly contributions will be further

adjusted upon the establishment by the Strata Corporation of the actual budget of operating expenses at the first annual general meeting of the Strata Corporation (see notes to interim budget shown in Exhibit "F").

### 3.9 Utilities and Services

All usual municipal and utility services will be provided to the Development, including water, electricity, sewerage, natural gas, fire protection, telephone and access.

### 3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement substantially in the form attached as Exhibit "C". The proposed manager, Colyvan Pacific Real Estate Management Services Ltd., is not affiliated with the Developer.

### 3.11 Insurance

The Developer will obtain, in the name of the Strata Corporation, the following insurance coverage:

- (a) Full replacement coverage with respect to common property, common assets, buildings and fixtures, built or installed on the Strata Lots by the Developer as part of the original construction. Fixtures are defined as items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers dryers or other items. The common property, common assets, buildings and fixtures will be insured against major perils, which are defined as fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts; and
- (b) Liability insurance for property damage and bodily injury, in an amount not less than \$2,000,000.

The purchaser is responsible for insuring the contents of the purchaser's Strata Lot.

### 3.12 Rental Disclosure Statement

Under the *Strata Property Act*, the Developer must disclose to any purchaser the intention to lease Strata Lots in order to ensure that such Strata Lots may be leased in the future. The Developer intends to lease all of the Commercial Strata Lots. The Developer does not intend to rent or lease any Residential Strata Lots but has reserved the right for itself and initial subsequent owners to lease any or all of the Strata Lots as set forth in the rental disclosure statement (the "Rental Disclosure Statement") filed with the Superintendent of Real Estate, a copy of which is attached as Exhibit "E".

### 3.13 Caretakers Suite

The Development will not contain a caretaker's suite.

## 4. TITLE AND LEGAL MATTERS

### 4.1 Legal Description

The legal description of the Lands to be subdivided is as follows:

Parcel Identifier: 025-980-726  
Lot 1 Blocks 1 and 3 District Lot 352 Group 1 New Westminster District Plan BCP11581

#### 4.2 Ownership

The registered owners of the Lands are currently as follows:

Tri Eagle Investments Inc.. (B.C. Incorporation No. 643856) as to an undivided 1,595,236 / 8,962,000 interest;

Tri Power Lands Inc. (B.C. Incorporation No. 644963) as to an undivided 1,959,094 / 8,962,000 interest;

Tri Eagle Lands Inc. (B.C. Incorporation No. 644681), as to an undivided 2,703,835 / 8,962,000 interest; and

Tri Eagle Capital Inc. (B.C. Incorporation No. 643845), as to an undivided 2,703,835 / 8,962,000 interest.

Each of such owners holds the legal title to the Lands as bare trustee for Tri Power Developments Limited Partnership, as beneficial owner, pursuant to an unregistered trust declaration.

#### 4.3 Existing Encumbrances and Legal Notations

As of the date of this Disclosure Statement, the following encumbrances are registered against title to the Lands. The descriptions of encumbrances are summaries only.

- Easement and Indemnity Agreement 345709M pursuant to which the City of Vancouver granted the then owner of the property permission to construct and maintain an area comprising a commercial crossing over sidewalk and boulevard (a Commercial Crossing Agreement);
- Easement and Indemnity Agreement 387531M pursuant to which the City of Vancouver granted the then owner of the property permission to construct and maintain an area comprising an aggregate of four commercial crossings over sidewalk and boulevard (a Commercial Crossing Agreement);
- Easement and Indemnity Agreement M24302, pursuant to which the City of Vancouver granted the then registered owner of the property permission to construct and maintain an encroachment comprising eaves of the one storey building encroaching a maximum of 17 inches onto Kingsway;
- Restrictive Covenant BG66103 in favour of Canada Safeway Limited, which provides that no portion of any improvement located on the lots comprising the property (other than an aggregate floor area of 3,500 sq. ft. of any and all improvements comprising the property or a maximum floor area of 6,000 sq. ft. for a single business operation of a pharmacy or drugstore within an improvement located on the property) shall be used for the purposes or operation of a food supermarket or grocery store which sells food or food products for off-premises consumption;
- Easement and Indemnity Agreement BM213677 to BM213679 (being an extension of Easement and Indemnity Agreements 345709M, M24302 and 387531M);
- Statutory Right of Way BW258317 in favour of the City of Vancouver pursuant to which the Developer granted the City of Vancouver access to and use of the specified right of way area for use for the installation, operation and maintenance of water, sewage and utilities, all as more particularly set out in such document. The City of Vancouver and the Developer intend

that the rights granted under this right of way be temporary only and that the statutory right of way is to be released upon the completion of the Development;

- Statutory Right of Way BW258319 in favour of the City of Vancouver pursuant to which the Developer granted the City of Vancouver access to and use of the specified right of way area for the purpose of public access (pedestrian and vehicular) over those portions of the Lands which will be surfaced as lane and used by the general public. This Statutory Right of Way will obligate the Strata Corporation to maintain the areas used for public passage;
- Statutory Right of Way BW258322 in favour of the City of Vancouver pursuant to which the Developer granted the City of Vancouver access to and use of the specified right of way area for the installation, operation and maintenance of storm and sanitary sewers, all as more particularly set out in such document;
- Easement and Indemnity Agreement BW258324 (including Statutory Right of Way BW258326 and Equitable Charge BW258328) all in favour of the City of Vancouver pursuant to which the Developer agreed to maintain curbs, special paving, landscaping and other materials installed in the City of Vancouver's lane located adjacent to Phase 1 and Phase 2 for the purpose of "quieting" traffic, all as more particularly set out in such document. This Agreement will ultimately obligate the Strata Corporation to maintain the curbs, special paving, landscaping and other materials installed in the City of Vancouver's lane;
- Covenant BW267214 in favour of the City of Vancouver pursuant to which the Developer agrees, in accordance with the City of Vancouver's public art program and policy, to install public art on the Lands all as more particularly set out in such document;
- Undersurface Rights and Other Exceptions and Reservations BW327539 (the "Undersurface Rights and Reservations") pursuant to Section 50 of the *Land Act* and Section 35 of the *Community Charter*. Pursuant to the Undersurface Rights and Reservations and Section 50 of the *Land Act*, the Provincial Crown reserves interests, rights, privileges and titles, to enter any part of the Land and to raise and get out of it any geothermal resources, mineral, coal, petroleum and any gas or gases found in the subsurface. The Provincial Crown acquired such right in the Lands upon the transfer of a portion of the Lands, previously lane owned by the City of Vancouver, from the City of Vancouver to the Developer.
- Option to Lease BW393315 granted in favour of the City of Vancouver pursuant to which the Developer has granted the City of Vancouver an option to lease a commercial strata lot (the "Leased Premises"), comprising approximately 7,500 square feet, within the Development to be used by the City of Vancouver as a branch of the Vancouver Public Library on the terms and conditions all as more particularly set out in such document;
- Covenant BW393317 granted in favour of the City of Vancouver in connection with the City of Vancouver's option to lease the Leased Premises for the purpose of operating a branch of the Vancouver Public Library (see Option to Lease BW393315). The Covenant contains several provision in favour of the City of Vancouver relating to the design, development, construction, use and operation of the Leased Premises and the Development, which may restrict the use and occupancy of commercial premises within the Development until the Leased Premises are completed.
- Statutory Right of Way BW393319 granted in favour of the City of Vancouver in connection with the City of Vancouver's option to lease the Leased Premises for the purpose of operating a branch of the Vancouver Public Library (see Option to Lease BW393315). In connection with the use and operation of the Leased Premises, the City of Vancouver requires access to and use of a portion of the roof of the Building for telecommunications and other systems and to those portions of the Building which are designated for (by way of common property,



limited common property or other designation) commercial parking and commercial loading dock areas and the Developer has granted the City of Vancouver a statutory right of way for such purposes; and

- Covenant BW393320A granted in favour of the City of Vancouver in connection with the City of Vancouver's option to lease the Leased Premises for the purpose of operating a branch of the Vancouver Public Library (see Option to Lease BW393315). The Covenant imposes several obligations upon the Strata Corporation for the Development with respect to the operation of the Leased Premises and the repair and maintenance of the Common Areas of the Development by the Strata Corporation

(collectively, the "Encumbrances")

- Mortgage BW356850 and Assignment of Rents BW356851 in favour of MCAP Financial Corporation— These encumbrances are security in favour of MCAP Financial Corporation in connection with the loans made to the Developer for the construction of the Development (see Section 6.2 Construction Financing);

(collectively, the "Financial Encumbrances")

Complete copies of the above charges are available to the public at the New Westminster Land Title Office.

#### 4.4 Proposed Encumbrances

The following further encumbrances may be registered against title to the Lands and, ultimately, individual Strata Lots and the common property:

- a lease, statutory right of way or other charge in favour of a cablevision supplier, internet service provider, telephone or other telecommunications company pursuant to which such supplier, provider or company will have the right and opportunity to supply, install, operate, and maintain telecommunications equipment, including satellite transmission receiving devices, on the roof of Phase 1 and/or Phase 2;
- a lease, statutory right of way or other charge in favour of the Developer or a Developer nominated company with respect to all or a portion of the common property that comprises the parkade; and
- any and all such non-financial and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the City of Vancouver, other governmental authorities or utilities in connection with the development of the Lands.

Purchasers should note that in planning the Development, the Developer may choose to revise the location of easements granted over other phases of the Development to allow for access for construction, and the Developer hereby reserves the right to relocate such easements from time to time.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

There are no liabilities and no outstanding or anticipated litigation in respect of the Lands or against the Developer which may affect the Lands.

#### 4.6 Environmental Matters

The Developer is not aware of any flooding danger to the Lands. The subsoil of the Lands was previously contaminated, apparently, as a result of the former use of a portion of the Lands as a gas station. The Lands have been remediated in accordance with a plan of remediation and a "Comfort Letter" was issued by the B.C. Ministry of Water, Land and Air Protection for the Lands with respect to such remediation.

## 5. CONSTRUCTION AND WARRANTIES

### 5.1 Construction Dates

The anticipated date of construction of Phases 1 and 2, of the Development, and their anticipated completion dates, are as follows:

Phase	Anticipated Commencement Date	Anticipated Completion Date
1	November 15, 2004	November 15, 2006
2	May 31, 2005	April 30, 2007

### 5.2 Warranties

- (a) Each of the Strata Lots will be covered by the mandatory warranties required under the *Homeowners Protection Act* and will include coverage for defects in materials and labour for a period of two years from the date the warranty commences, defects in the building envelope(s) for a period of five years and structural defects for a period of ten years. Such coverage has been arranged through St. Paul Guarantee Insurance Company. Improper or inadequate maintenance may void warranty coverage. Any manufacturers' warranties for furnishings and appliances included with the Strata Lot will be transferred to the purchaser where possible or allowed by the manufacturer.
- (b) Manufacturers warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the Strata Corporation, respectively, providing such assignment is permitted by the warranty.

### 5.3 Previously Occupied Building

The Development is not a previously occupied building.

## 6. APPROVALS AND FINANCES

### 6.1 Development Approval

Development permit DE408036 was issued by the City of Vancouver on June 25, 2004.

Building permit BU428613 was issued by the City of Vancouver on June 29, 2004.

### 6.2 Construction Financing

The Developer has obtained construction financing for the Development from MCAP Financial Corporation. The construction financing is conditional upon a certain number of pre-sales being completed for both Phase 1 and Phase 2. The pre-sales condition has been satisfied with respect to Phase 1. Therefore, the construction financing for Phase 1 is no longer conditional. The construction financing for Phase 2 is conditional upon a certain number of pre-sales being completed for Phase 2. Therefore, the construction financing for Phase 2 is conditional.

The construction financing is secured by registration of the Financial Encumbrances against title to the Lands (see Section 4.3 Existing Encumbrances). The Developer will require MCAP Financial Corporation or any assignee of MCAP Financial Corporation or any other lender who holds an interest in the Financial Encumbrances to agree to provide discharges of the Financial Encumbrances with respect to the individual Strata Lots upon completion of each sale and receipt of a portion of the sale proceeds.

An amendment to this Disclosure Statement setting out particulars of the financing commitment will be filed with the Superintendent of Real Estate once the pre-sale conditions are met and a copy of such amendment will be delivered to each purchaser.

## 7. MISCELLANEOUS

### 7.1 Deposits

All deposits and other money received from purchasers of the Strata Lots shall be held in trust by the Developer's solicitors, Clark Wilson LLP, or other a licensee under the *Real Estate Services Act*, solicitor or notary public, in the manner required by the *Real Estate Development Marketing Act* until such time as:

- (a) both:
  - (i) the Strata Lot purchased is capable of being occupied; and
  - (ii) an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been registered in the Land Title Office; or
- (b) the agreement between the parties is otherwise terminated.

The Province of British Columbia has passed legislation (the *Real Estate Development Marketing Act*) which, effective January 1, 2005, replaces provisions of the *Real Estate Act* and allows developers generally to enter into an insurance contract with an approved insurer or other form of security agreement 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. Accordingly, notwithstanding the provisions of this Section 7.1, the Developer may, at its option, enter into an insurance contract with an approved insurer or other form of security agreement as required by such legislation to allow the deposits paid by purchasers of the strata lots to be released to the Developer.

### 7.2 Purchase Agreement

The Developer intends to offer each Strata Lot for sale substantially upon the terms and conditions set out in the form of Contract of Purchase and Sale attached hereto as Exhibit "H". Such agreement for sale or lease shall contain the following terms:

- (a) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
- (b) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price, and
- (c) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

Subsections (a), (b) and (c) hereof apply only until such time as the Developer files the Amendments to Disclosure Statement referred to in Section 6.2 (Construction Financing) herein.

### 7.3 Developer's Commitments

The Strata Corporation intends to enter into, or cause the Strata Corporation to enter into, such agreements as the Developer deems necessary or desirable for the property operation and maintenance of the Development which may include agreements relating to the following matters:

- (a) elevator servicing;
- (b) access control system, enter phone maintenance and rental;
- (c) maintenance and rental with respect to some Common Property equipment;
- (d) fire alarm monitoring;
- (e) landscaping and gardening maintenance;
- (f) garbage disposal and recycling;
- (g) mechanical and electrical servicing;
- (h) cleaning and janitorial services;
- (i) telephone and other telecommunications services;
- (j) cable services;
- (k) building envelop maintenance; and
- (l) unregistered agreements as may be required by the City of Vancouver, other governmental authorities or utilities in connection with the development of the Lands.

### 7.4 Other Material Facts

#### (a) Use of Commercial Strata Lots

The Developer intends to lease and/or sell the Commercial Strata Lots included within Phase 2, to tenants and/or purchasers for a variety of commercial purposes as provided for by the zoning bylaws of the City of Vancouver. However, the Developer reserves the right to convert the use of some or all of the Commercial Strata Lots, and in particular the Commercial Strata Lots located on the second floor of Phase 2, to residential uses (subject to the receipt of the necessary approvals), in which event the number of residential strata lots within Phase 2 will increase and the number and area of the Commercial Strata Lots within Phase 2 will decrease.

Further, the Developer reserves the right to increase or decrease the number of Commercial Strata Lots created upon the filing of the Final Strata Plan, by adding, moving or deleting any or all of the demising walls which are shown on the proposed Strata Plan, provided that the aggregate area of Commercial Strata Lots will not be materially increased or decreased from that shown on the proposed Strata Plan and the aggregate votes attached to the Commercial Strata Lots will not be materially increased or decreased from that shown on the draft *Strata Property Act* Form V Schedule of Unit Entitlement attached as Exhibit "D").

With respect to commercial strata lots included within Phase 1, the Developer intends to lease one of the commercial strata lots within Phase 1, being approximately 7,500 square feet, to the City of Vancouver under a long term lease for use as a branch of the Vancouver Public Library. The

Developer intends that the remaining commercial strata lots within Phase 1 will be leased pursuant to long term leases for general commercial uses. The Developer is currently in negotiations for the release of Restrictive Covenant BG66103 (see Section 4.3 Existing Encumbrances) to allow the use of a commercial strata lot within Phase 1 as a grocery store. However, the Developer cannot and does not guarantee that the commercial uses within the commercial strata lots included in Phase 1 will include a grocery store. Further, the Developer reserves the right to convert the use of some or all of the commercial strata lots in Phase 1 to residential uses (subject to the receipt of the necessary approvals), in which event the number of residential strata lots within Phase 1 will increase and the number and area of the commercial strata lots within Phase 1 will decrease.

(b) Use of Roof for Telecommunications Equipment

The Developer intends to enter into one or more agreements with a cablevision supplier, internet service provider, telephone or other telecommunications company pursuant to which such supplier, provider or company will have the right and opportunity to supply, install, operate, and maintain telecommunications equipment, including satellite transmission receiving devices, on the roof of Phase 1 and/or Phase 2. Such agreement may take the form of an easement, statutory right-of-way, license, option to lease or lease, any of which agreements may be registered at the Land Title Office prior to the filing of the Final Strata Plan. Alternatively, the Developer may designate some or all of the roof of Phase 1 and/or Phase 2 as limited common property for the exclusive use of one or more Residential or Commercial Strata Lots which may be retained by the Developer.

(c) No Rental Pool

The Development is not part of any existing or proposed rental pool arrangement.

(d) Distribution of Strata Corporation Assets upon Winding Up

The *Strata Property Act* provides that every owner's share of the property and assets of the Strata Corporation in the event of its winding up will be determined on the basis of municipally assessed values, or appraised values, if there are no municipal assessments.

(e) Annual General Meetings

With respect to a phased strata plan development, the *Strata Property Act* requires the Developer to hold the first annual general meeting within 6 weeks of the earlier of:

- (i) the date on which 50% plus one of the Strata Lots in a Phase have been conveyed to purchasers; and,
- (ii) the date that is 9 months after the first conveyance of a Strata Lot in a Phase to a purchaser.

If the first annual general meeting is not held on time, the Developer must pay the Strata Corporation \$1,000 for a delay of up to 30 days, and a further \$1,000 for each additional delay of 7 days.

(f) Deliveries at First Annual General Meeting

The Strata Property Act requires the Developer provide the following documents to the Strata Corporation at the first annual general meeting:

- (i) all plans required to obtain a building permit and any amendments to the building permit plans;

- (ii) any document in the Developer's possession that indicates the location of pipes, wires, cables, chutes, ducts, or other service facilities that are not shown on a plan;
  - (iii) all contracts entered into by the Strata Corporation;
  - (iv) any Disclosure Statement filed under the *Real Estate Act* and any Rental Disclosure Statement;
  - (v) the registered Final Strata Plan from the Land Title Office;
  - (vi) the names and addresses of contractors, subcontractors and persons primarily responsible for supplying labour or materials to the Development;
  - (vii) the names and addresses of any technical consultants, including building envelope specialists, if any;
  - (viii) the name and address of any project manager; and
  - (ix) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to common property or common assets.
- (g) Contingency Reserve Fund

In accordance with the *Strata Property Act*, the Developer will establish a Contingency Reserve Fund by making a contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser. The contribution will be 5% of the Strata Corporation's Operating Budget (see Exhibit "F"), multiplied by the number of years and partial years since the deposit of the Strata Plan. The fund will be increased to 10% of the estimated operating expenses during the first annual budget period and will be required to remain at 10% each year until the amount in the contingency reserve fund is equal to at least 25% of the estimated annual operating expense, following which the Strata Corporation may approve a different amount.

(h) Budget Shortfall

Under the *Strata Property Act*, the Developer must pay the Strata Corporation's expenses up to the end of the month in which there is the first conveyance of a Strata Lot to a purchaser. After that month and before the first annual budget takes effect, if the Strata Corporation's expenses exceed the estimated expenses in the Interim Operating Budget (see Section 3.8 and Exhibit "F"), then the Developer must pay the excess to the Strata Corporation. In addition to paying the amount of the excess expenses, where those excess expenses are more than 10% or 20% of the amounts estimated in the Interim Operating Budget, the Developer must respectively pay to the Strata Corporation a further amount equal to two or three times the amount of the excess.

**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 a 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* of British Columbia, as of March \_\_\_\_\_, 2005.

Signed:

**The Developer:**

Signed:

**REGISTERED OWNERS**

TRI EAGLE INVESTMENTS LTD.

Per: \_\_\_\_\_  
President

TRI POWER LANDS INC.

Per: \_\_\_\_\_  
President

TRI EAGLE LANDS INC.

Per: \_\_\_\_\_  
President

**BENEFICIAL OWNER**

TRI POWER DEVELOPMENTS LIMITED  
PARTNERSHIP, by its General Partners

TRI POWER DEVELOPMENTS INC.

Per: \_\_\_\_\_

GLOBAL COIN CORPORATION

Per: \_\_\_\_\_  
President

TRI EAGLE CAPITAL INC.

Per:

President

AQUILINI INVESTMENT GROUP LIMITED  
PARTNERSHIP, by its general partner, 638769  
B.C. Ltd.

Per:


President



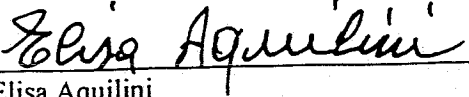
TRI EAGLE CAPITAL INC.


Per: \_\_\_\_\_  
President

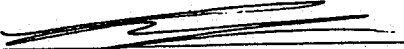
AQUILINI INVESTMENT GROUP LIMITED  
PARTNERSHIP, by its general partner, 638769  
B.C. Ltd.

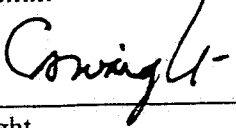
Per:  \_\_\_\_\_  
President

All Directors of the Developer in their personal capacities:

  
Elisa Aquilini

  
Francesco Aquilini

  
Luigi Aquilini

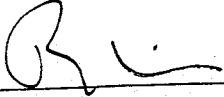
Roberto Aquilini  
  
Charles Wright

All Directors of the Developer in their personal capacities:

\_\_\_\_\_  
Elisa Aquilini

\_\_\_\_\_  
Francesco Aquilini

\_\_\_\_\_  
Luigi Aquilini

  
\_\_\_\_\_  
Roberto Aquilini

\_\_\_\_\_  
Charles Wright

## SOLICITOR'S CERTIFICATE

IN THE MATTER OF the Real Estate Development  
Marketing Act and the Disclosure Statement of

TRI POWER DEVELOPMENTS LIMITED PARTNERSHIP  
TRI EAGLE INVESTMENTS INC.  
TRI POWER LANDS INC.  
TRI EAGLE LANDS INC.  
TRI EAGLE CAPITAL INC..

For property described as:

City of Vancouver  
Parcel Identifier: 025-980-726  
Lot 1 Blocks 1 and 3 District Lot 352 Group 1 New  
Westminster District Plan BCP11581

I, Jane Glanville, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated March 30, 2005, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in items 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 30th day of March, 2005.



JANE GLANVILLE

## LIST OF EXHIBITS TO DISCLOSURE STATEMENT

- Exhibit "A" - Proposed Phased Strata Plan Declaration (Form P)
- Exhibit "B" - Preliminary Strata Plan
- Exhibit "C" - Property Management Agreement
- Exhibit "D" - Schedule of Unit Entitlement (Form V)
- Exhibit "E" - Rental Disclosure Statement
- Exhibit "F" - Projected Operating Budget
- Exhibit "G" - Monthly Allocation of Operating Budget Among Strata Lots
- Exhibit "H" - Contract of Purchase and Sale
- Exhibit "I" - Revised Current Bylaws of Strata Corporation
- Exhibit "J" - Schedule of Voting Rights (Form W)



Exhibit "A"

PHASED STRATA PLAN DECLARATION (FORM P)

*Strata Property Act*

FORM P

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

We, TRI POWER DEVELOPMENTS LIMITED PARTNERSHIP, TRI EAGLE INVESTMENTS LTD., TRI POWER LANDS INC., TRI EAGLE LANDS INC., and TRI EAGLE CAPITAL INC. declare

1. That we intend to create a strata plan by way of phased development of the following land which we own or on which we hold a right to purchase:

Parcel Identifier: 025-980-726  
Lot 1 Blocks 1 and 3 District Lot 352 Group 1 New Westminster District Plan BCP11581

2. That the plan of development is as follows:

- (a) The development comprising common facilities in some phases shall be constructed in two phases.

<u>PHASE</u>	<u>COMMON FACILITIES</u>
1	Outdoor landscaped area and children's play area, amenity room, and meeting room/lounge
2	Outdoor landscaped area and amenity room and meeting room/lounge

- (b) Attached hereto as Schedule "A" is a sketch plan showing:

- (i) all the land to be included in the phased strata plan;
- (ii) the present parcel boundaries;
- (iii) the approximate boundaries of each phase;
- (iv) the approximate location of the common facilities.

- (c) The estimated election dates for the beginning of construction for each phase are as follows:

<u>PHASE</u>	<u>BEGINNING OF CONSTRUCTION</u>	<u>COMPLETION OF CONSTRUCTION</u>
1	November 15, 2004	November 15, 2006
2	May 30, 2005	April 31, 2007

- (d) The unit entitlement of each Phase and the total unit entitlement of the complete development is as follows:

<u>PHASE</u>	<u>UNIT ENTITLEMENT</u>
1	18,259
2	14,927
<u>TOTAL</u>	33,186

- (e) The maximum number of units and general type of residence or other structure to be built in each phase, is as follows:

<u>PHASE</u>	<u>NO. OF UNITS</u>	<u>TYPE OF STRUCTURE</u>
1	206 residential 3 commercial	12 Storey Tower
2	167 residential 7 commercial	16 Storey Tower

3. We will elect to proceed with each phase on or by the following dates:

<u>PHASE</u>	<u>DATE</u>
1	December 31, 2004
2	June 1, 2005

TRI POWER DEVELOPMENTS LIMITED PARTNERSHIP,  
by its General Partner  
TRI POWER DEVELOPMENTS INC.  
TRI EAGLE INVESTMENTS LTD.  
TRI POWER LANDS INC.  
TRI EAGLE LANDS INC.  
TRI EAGLE CAPITAL INC.

Per:

\_\_\_\_\_  
Authorized Signatory for all

\_\_\_\_\_  
(Witness)

Date of approval: \_\_\_\_\_ 2005.

\_\_\_\_\_  
Signature of Approving Officer pursuant to the

\_\_\_\_\_  
City of Vancouver  
Name of Municipality

- \* Section 222 (2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.



Exhibit "B"

PRELIMINARY STRATA PLAN

2nd  
10

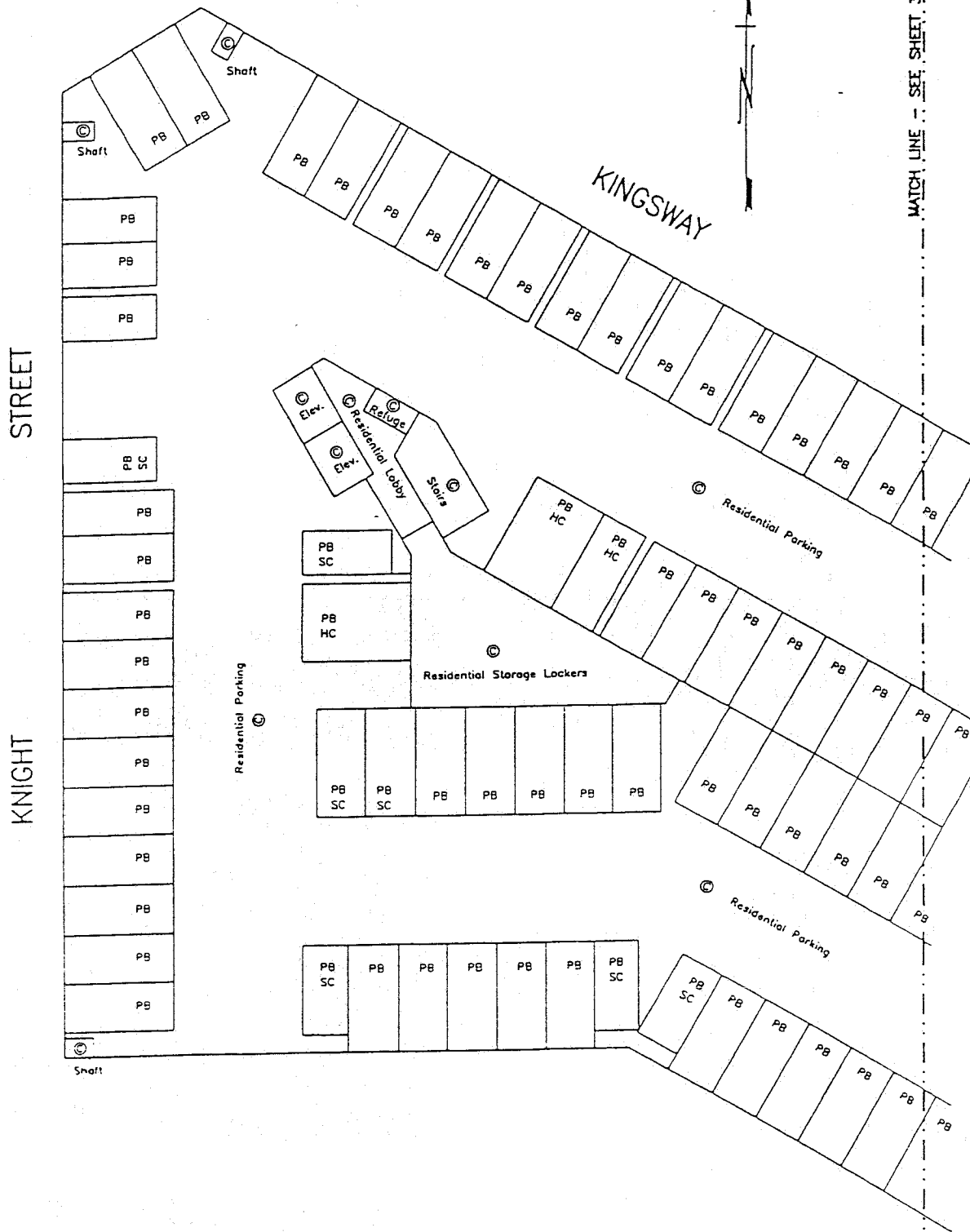
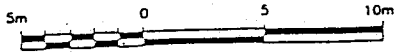




## PARKING LEVEL 4

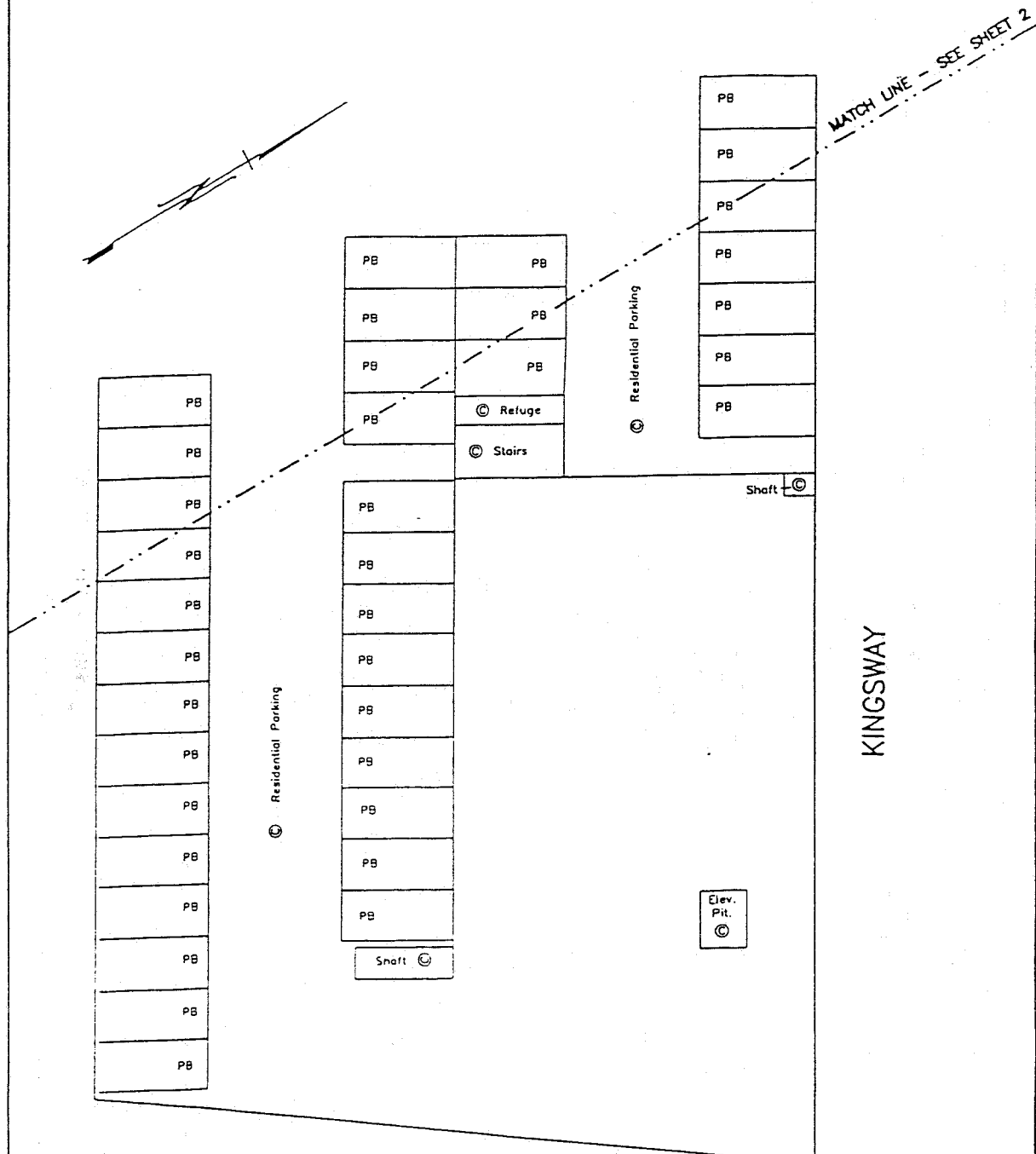
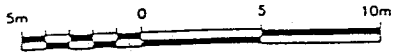
## STRATA PLAN BCS

SCALE 1:200



## STRATA PLAN BCS

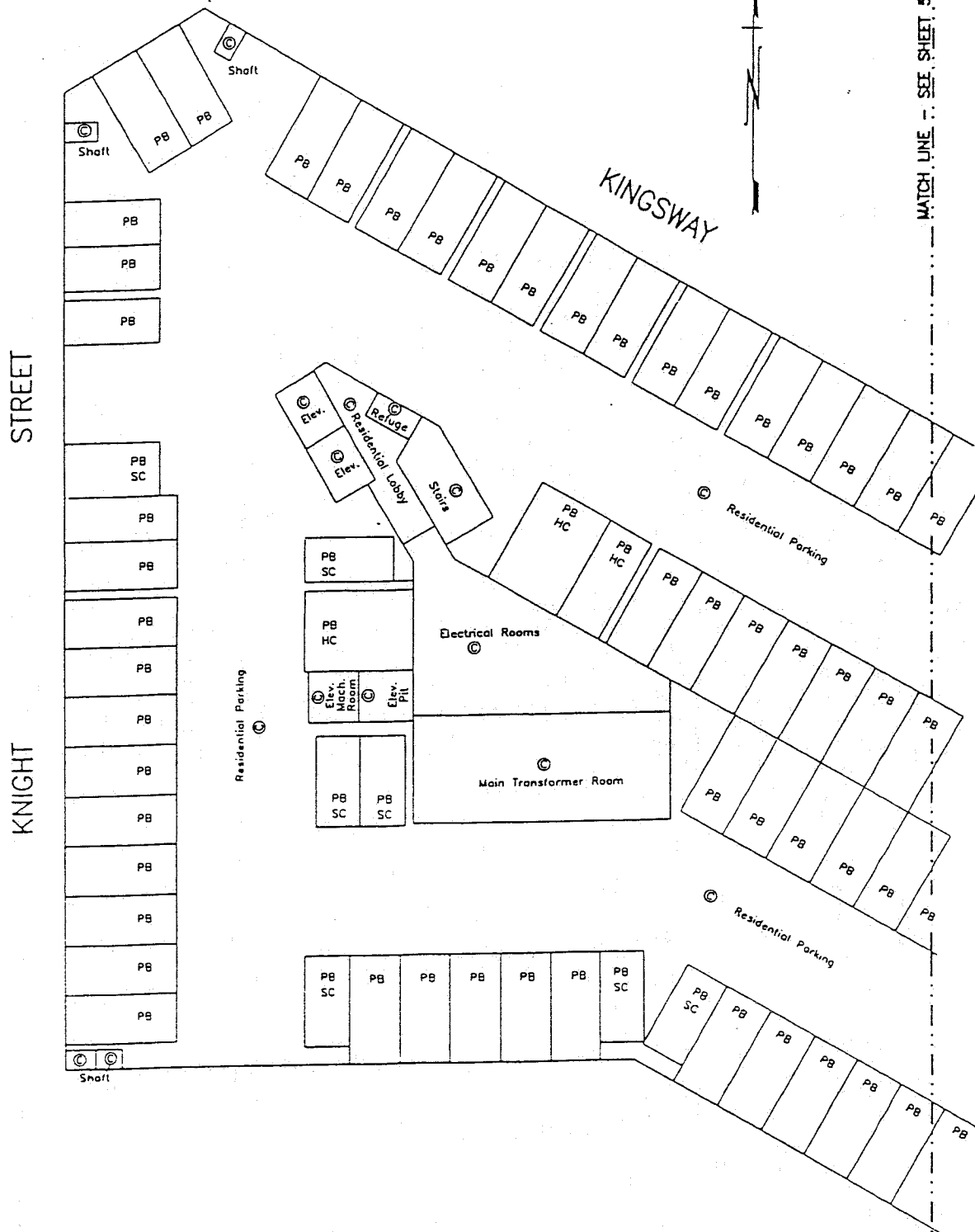
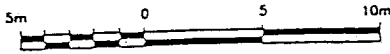
SCALE 1:200



# PARKING LEVEL 3

## STRATA PLAN BCS

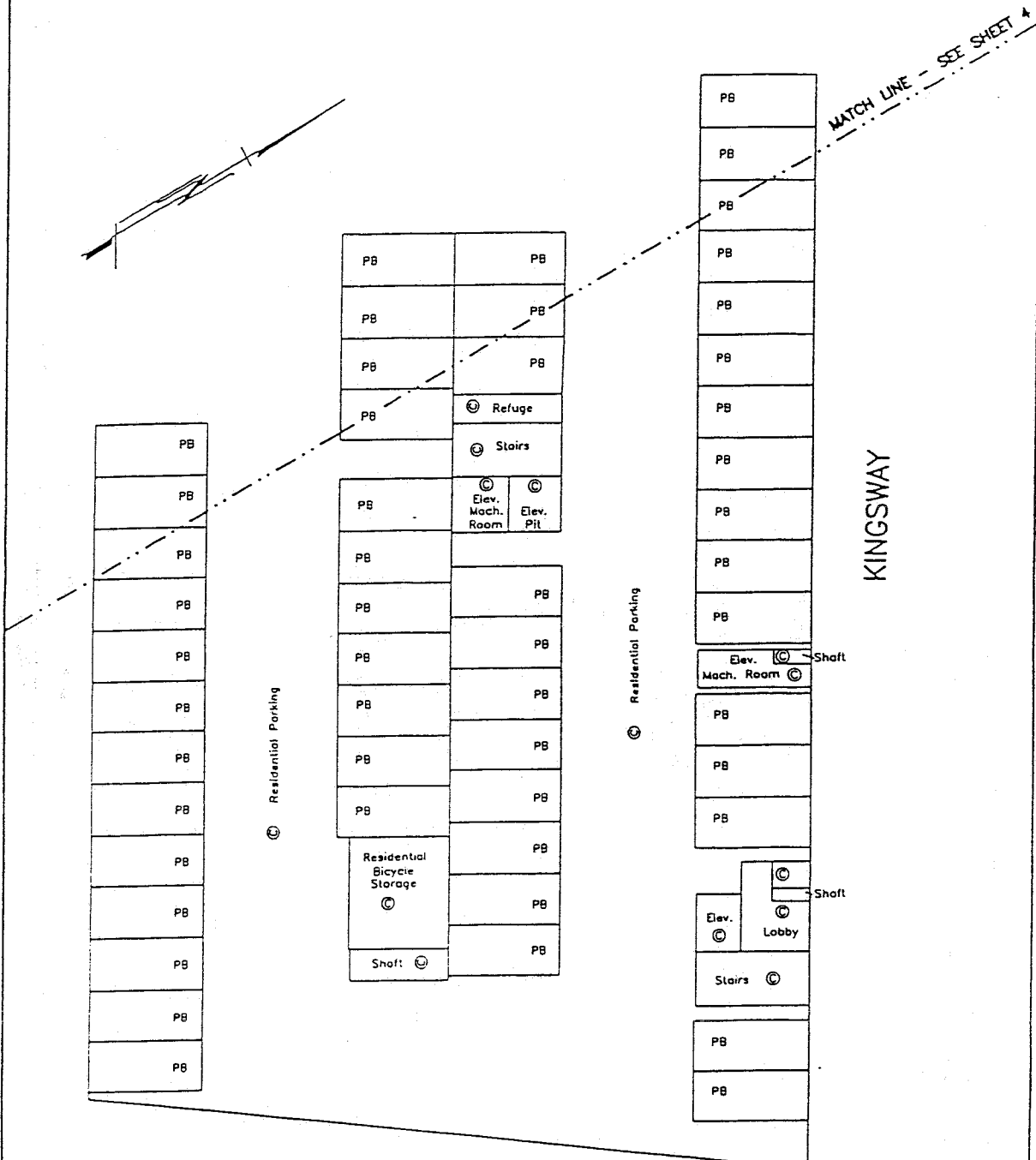
SCALE 1:200



## PARKING LEVEL 3

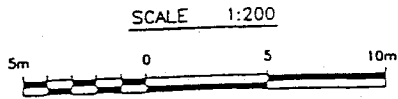
## STRATA PLAN BCS

SCALE 1:200



## PARKING LEVEL 2

## STRATA PLAN BCS



STREET

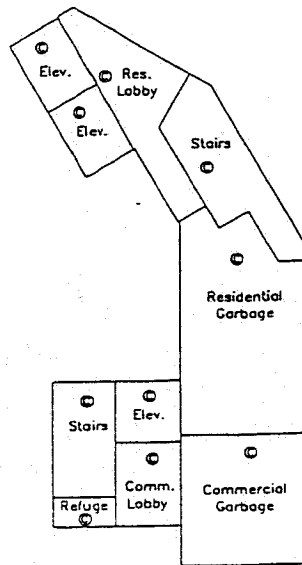
KNIGHT

© Mechanical Room

KINGSWAY

MATCH LINE - SEE SHEET 7

Commercial Parking

© Mech.  
Elec.

Commercial Parking

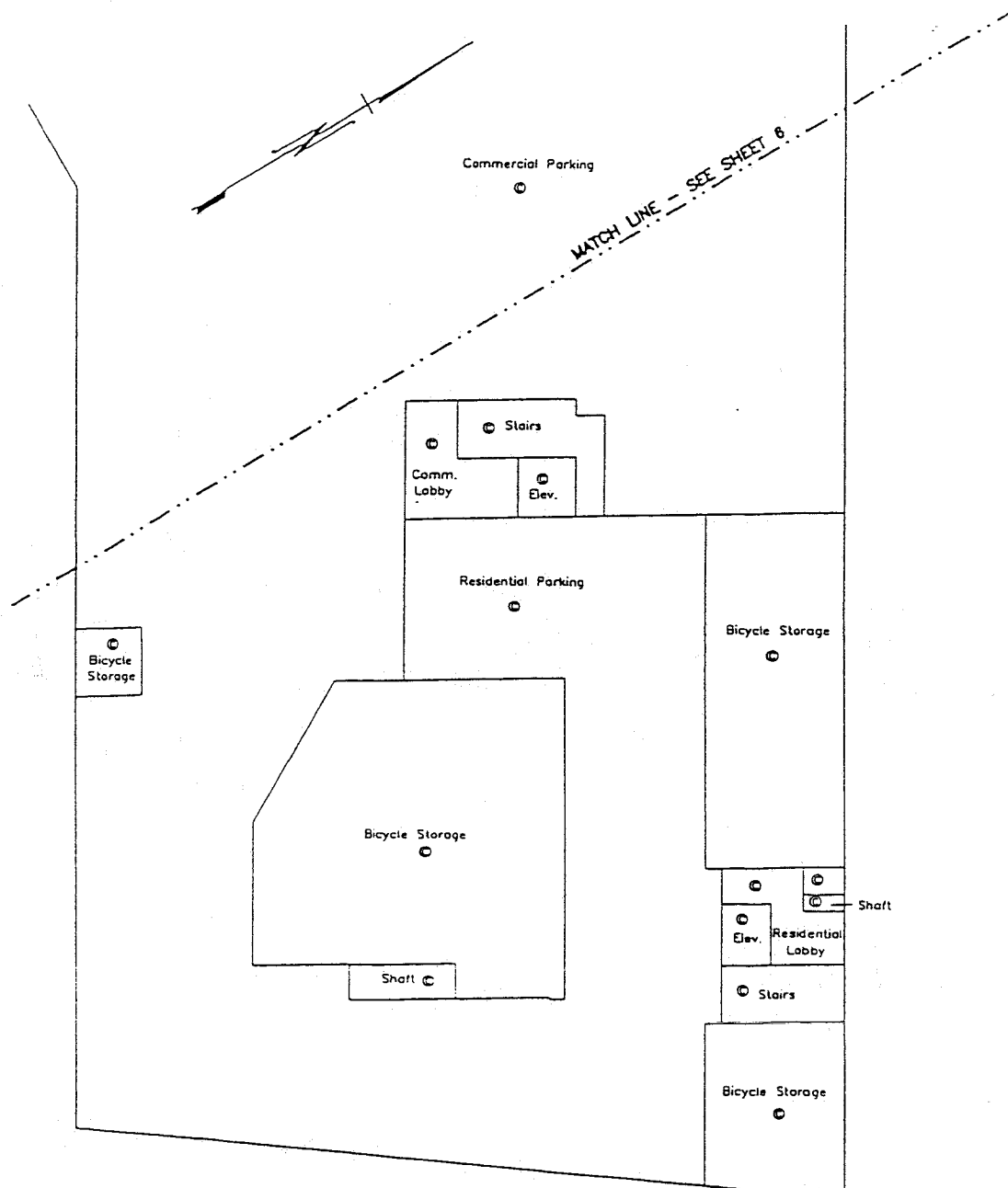
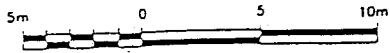
Shaft



## PARKING LEVEL 2

## STRATA PLAN BCS

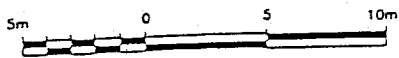
SCALE 1:200



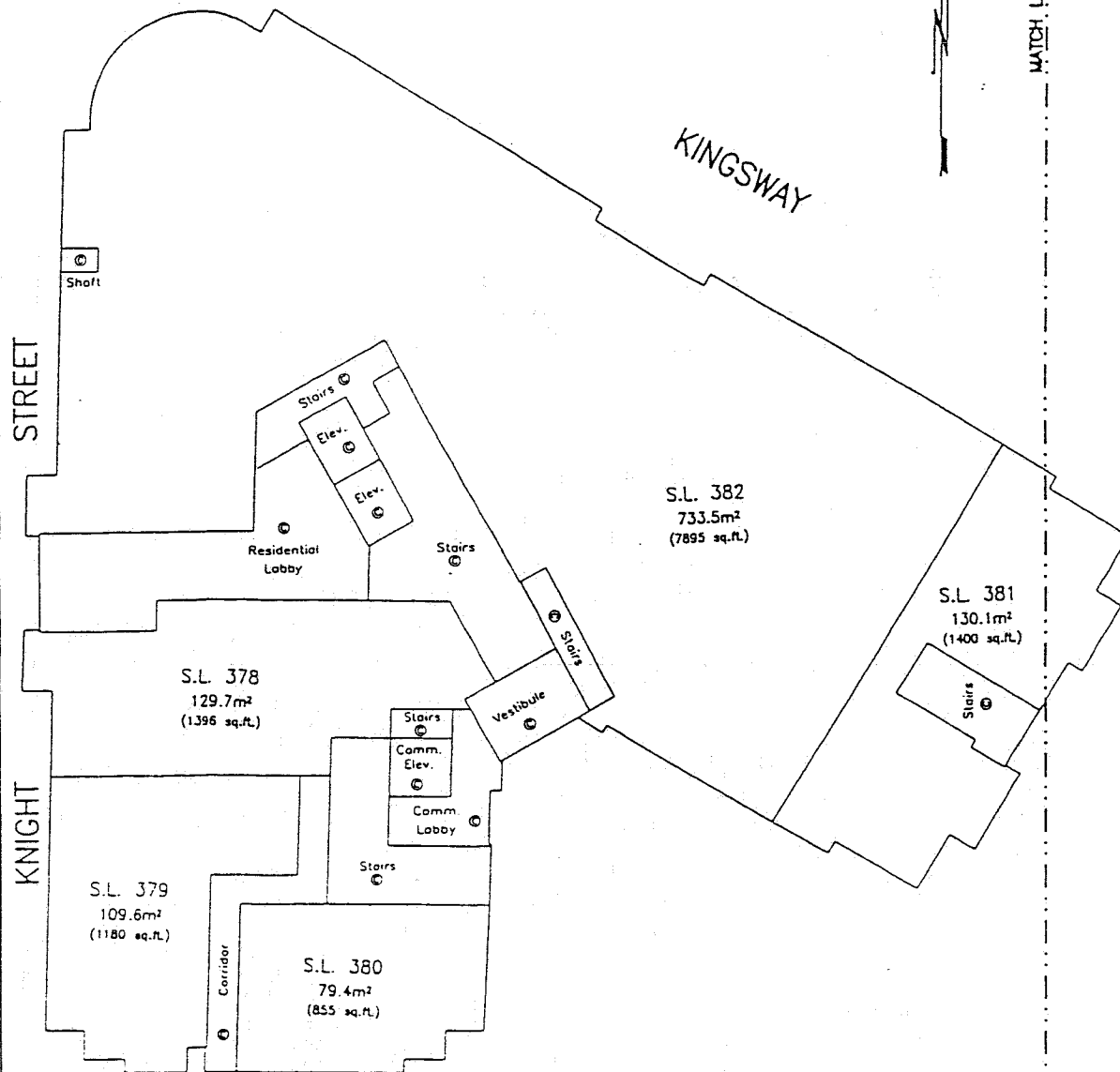
## FIRST FLOOR

## STRATA PLAN BCS

SCALE 1:200

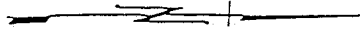
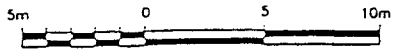


MATCH LINE - SEE SHEET 9

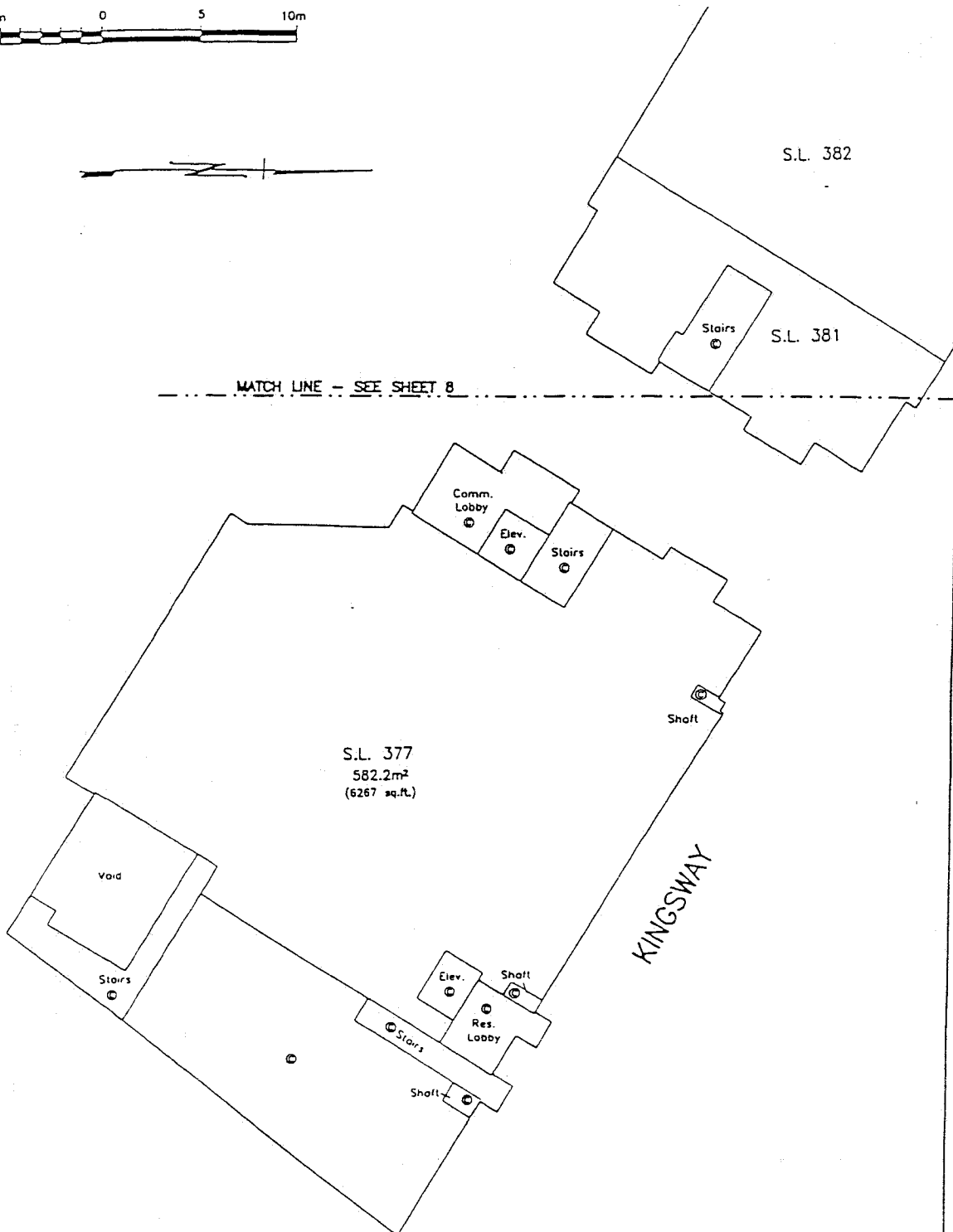


## FIRST FLOOR

SCALE 1:200



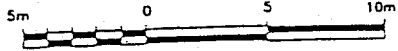
MATCH LINE - SEE SHEET 8



## SECOND FLOOR

## STRATA PLAN BCS

SCALE 1:200

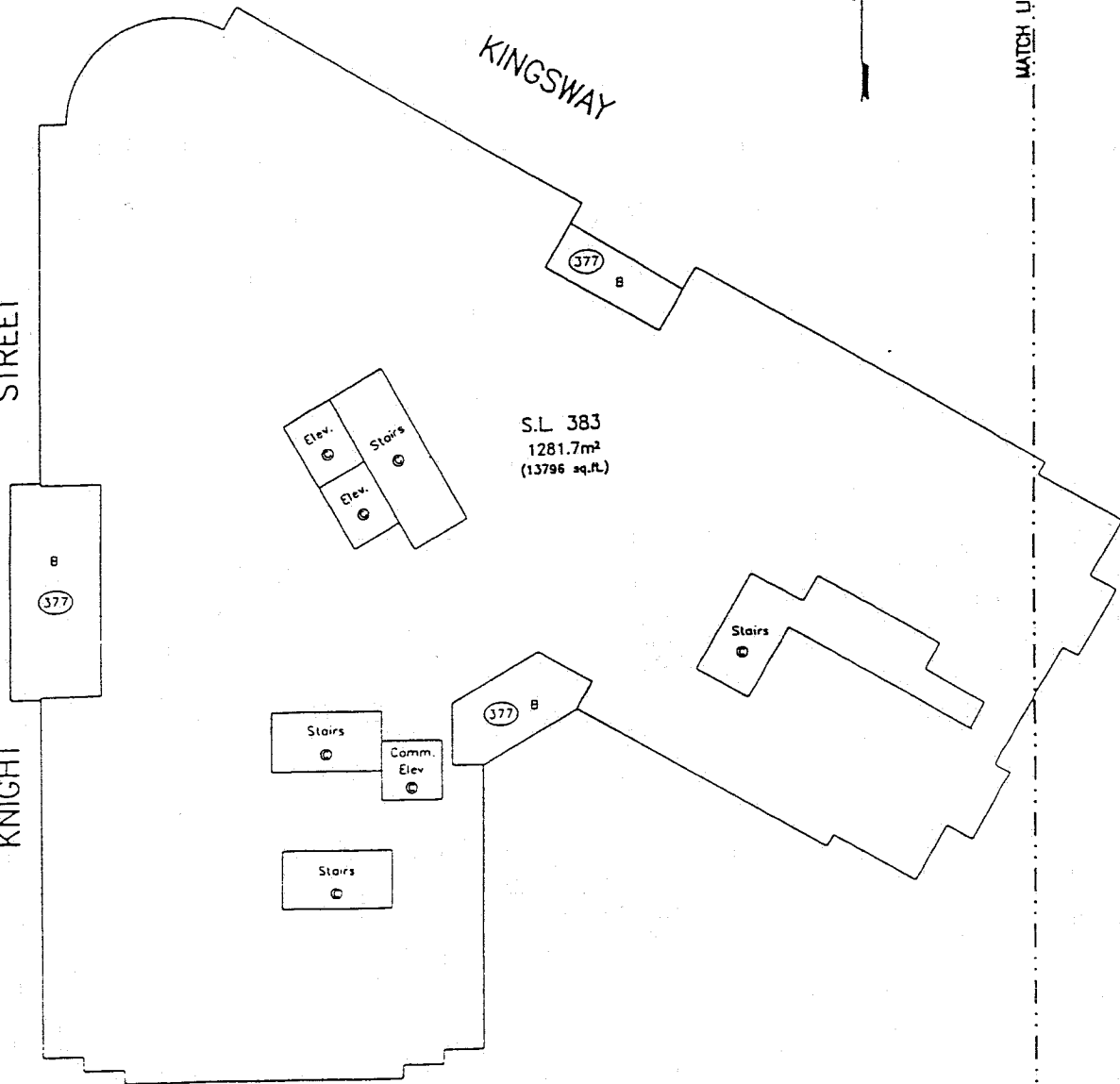


STREET

KNIGHT

KINGSWAY

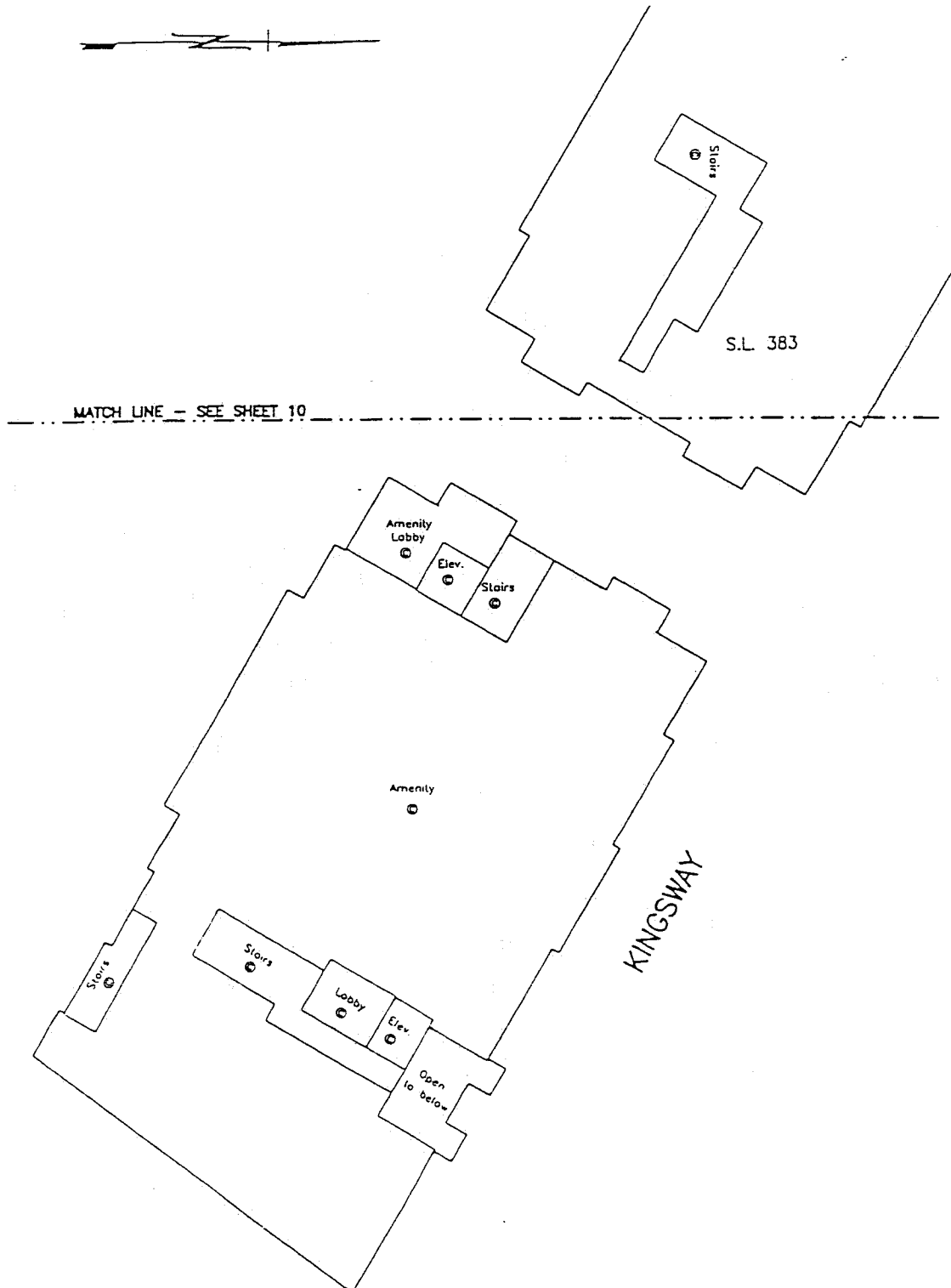
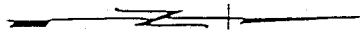
WATCH LINE - SEE SHEET 11



## SECOND FLOOR

## STRATA PLAN BCS

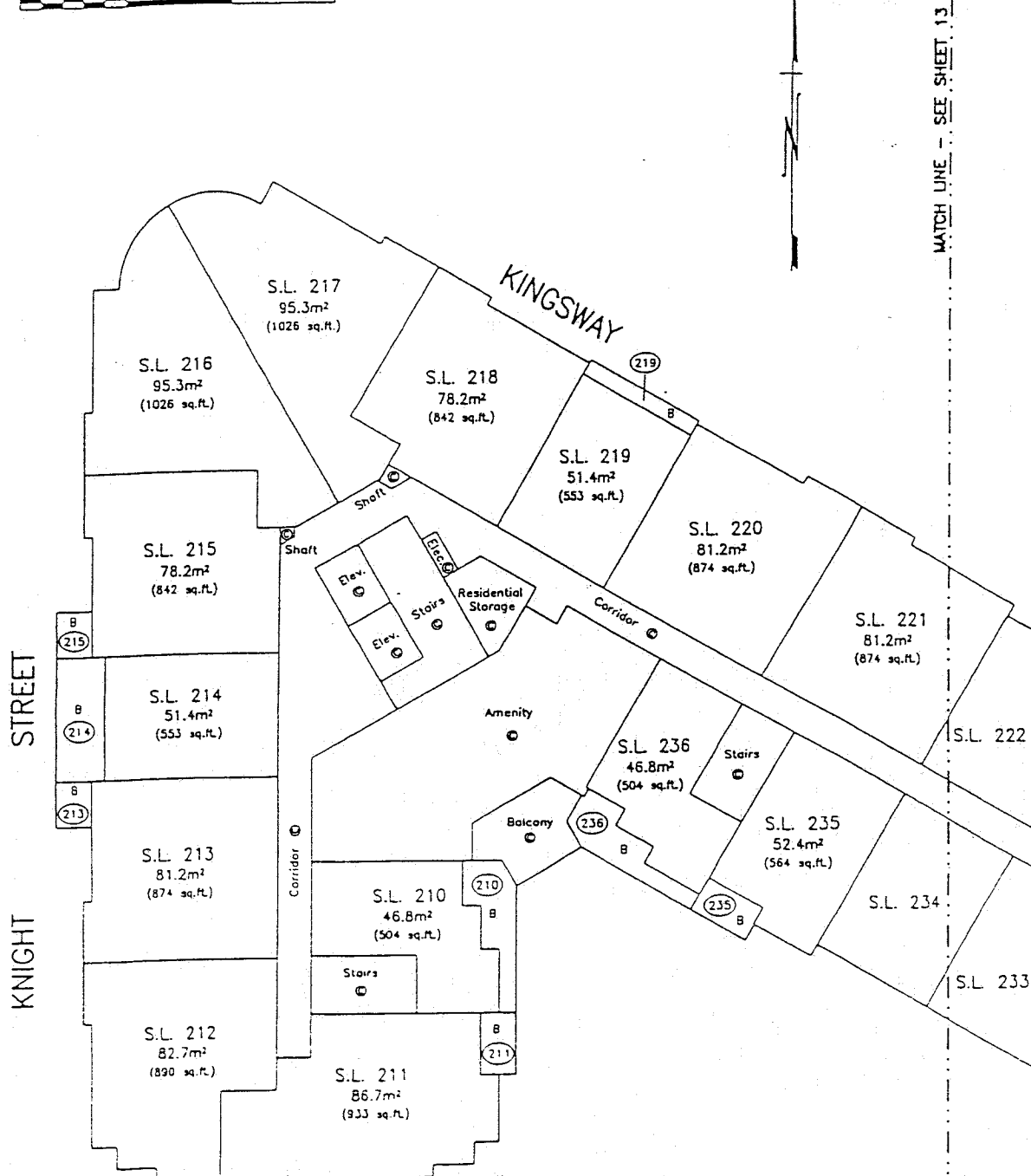
SCALE 1:200



## THIRD FLOOR

## STRATA PLAN BCS

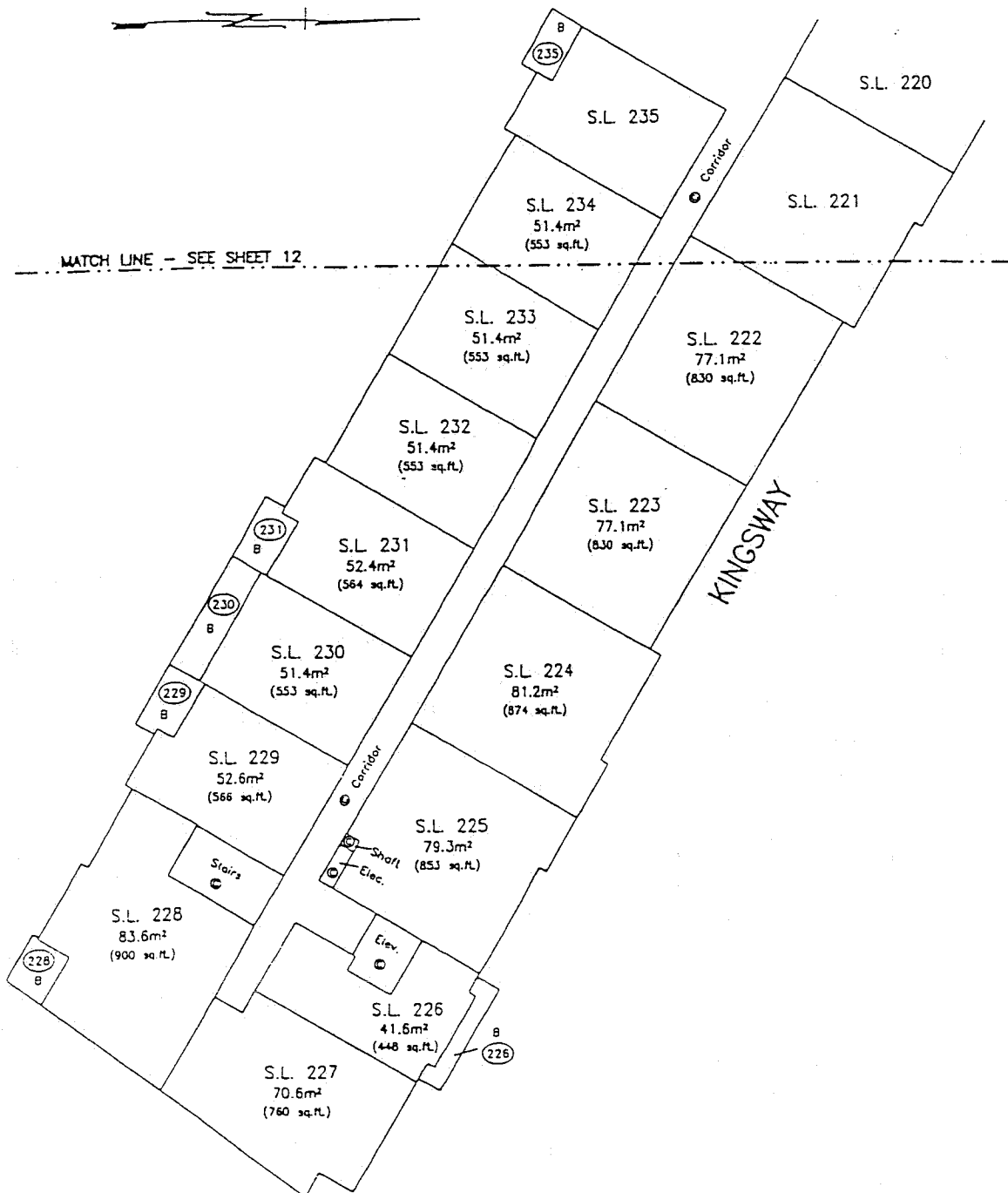
SCALE 1:200



## THIRD FLOOR

## STRATA PLAN BCS

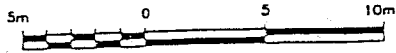
SCALE 1:200



## FOURTH FLOOR

## STRATA PLAN BCS

SCALE 1:200

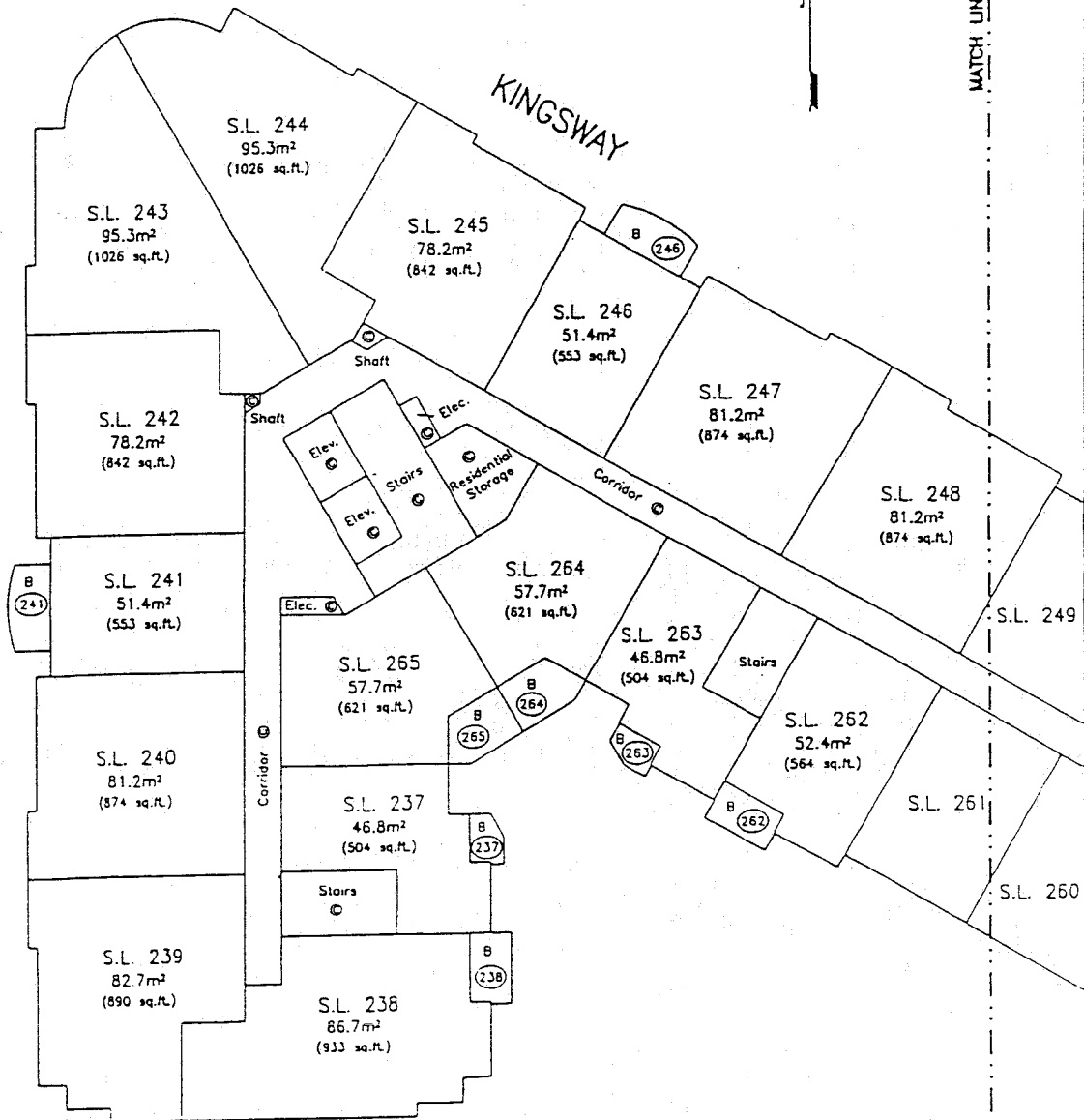


STREET

KNIGHT

KINGSWAY

MATCH LINE - SEE SHEET 15

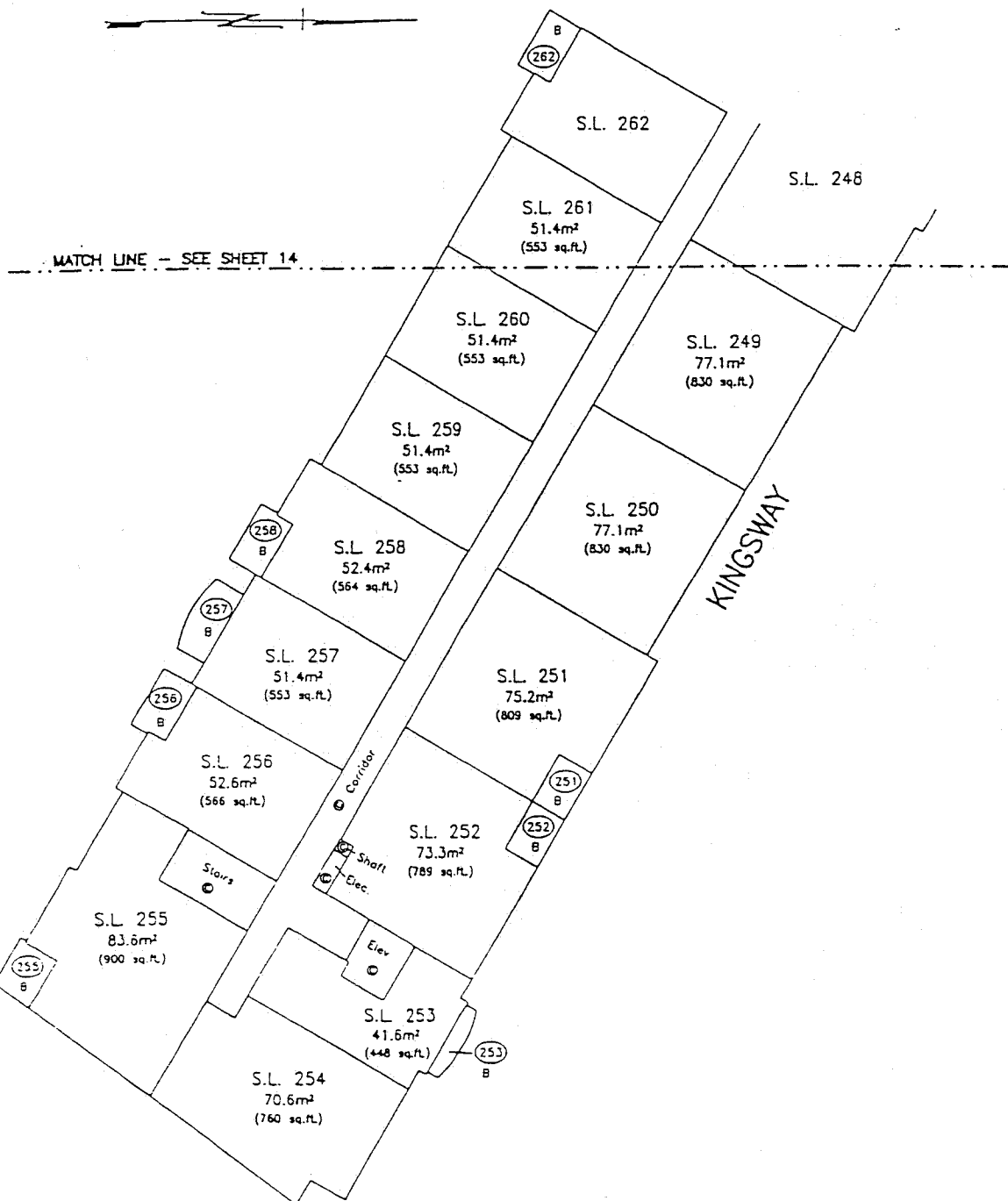




## FOURTH FLOOR

## STRATA PLAN BCS

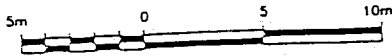
SCALE 1:200



## FIFTH FLOOR

## STRATA PLAN BCS

SCALE 1:200

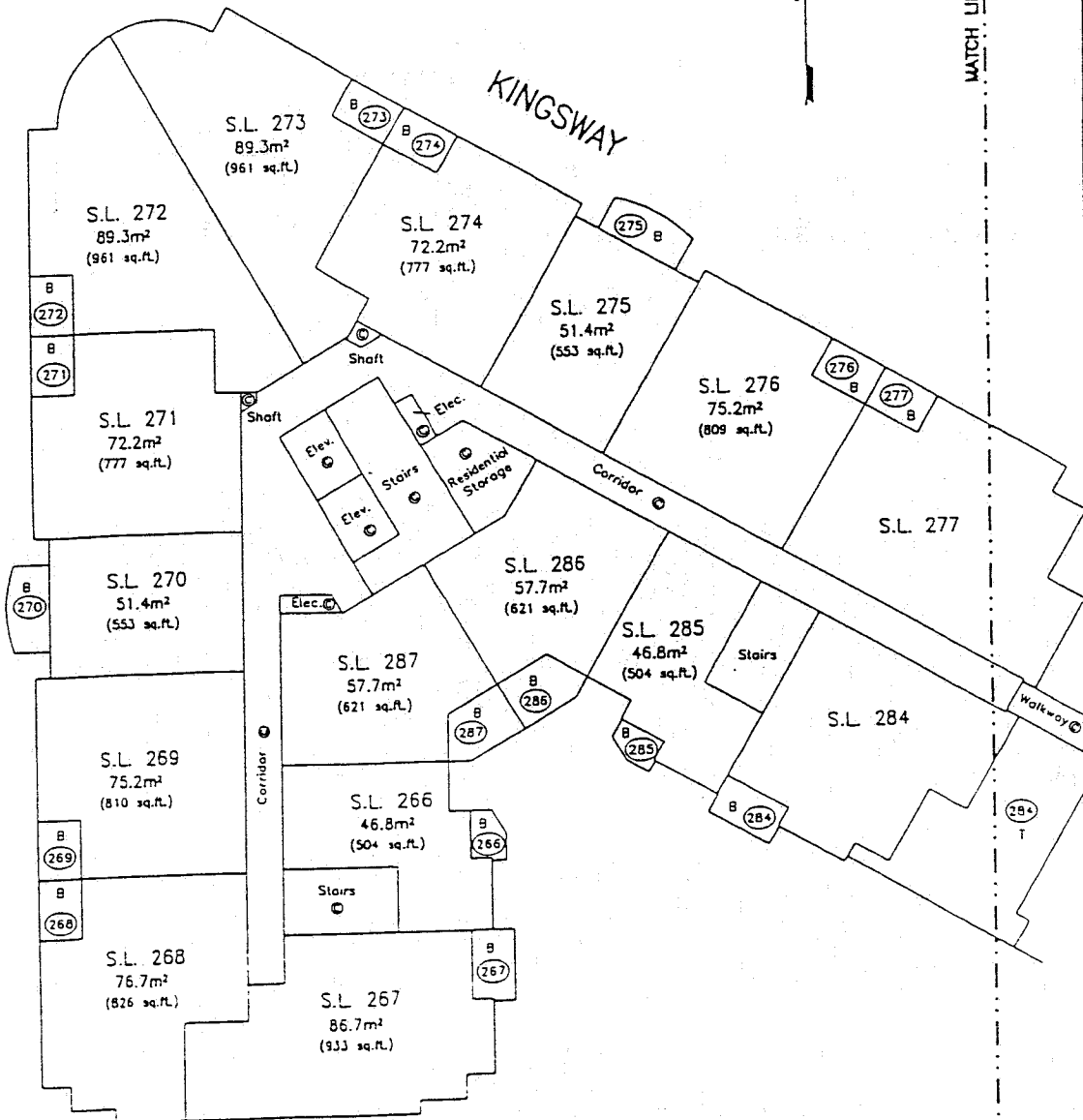


STREET

KNIGHT

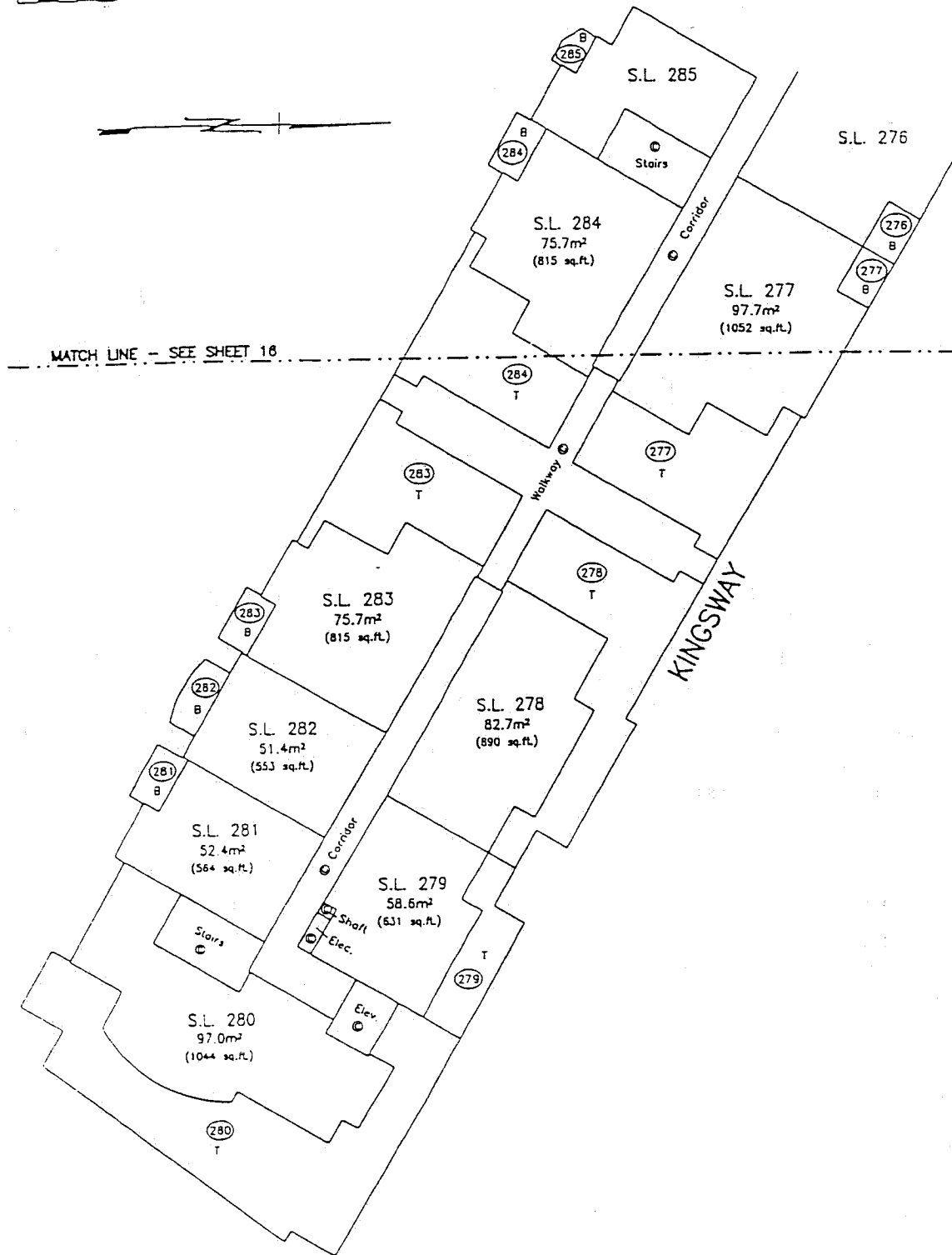
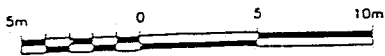
KINGSWAY

MATCH LINE - SEE SHEET 17



## FIFTH FLOOR

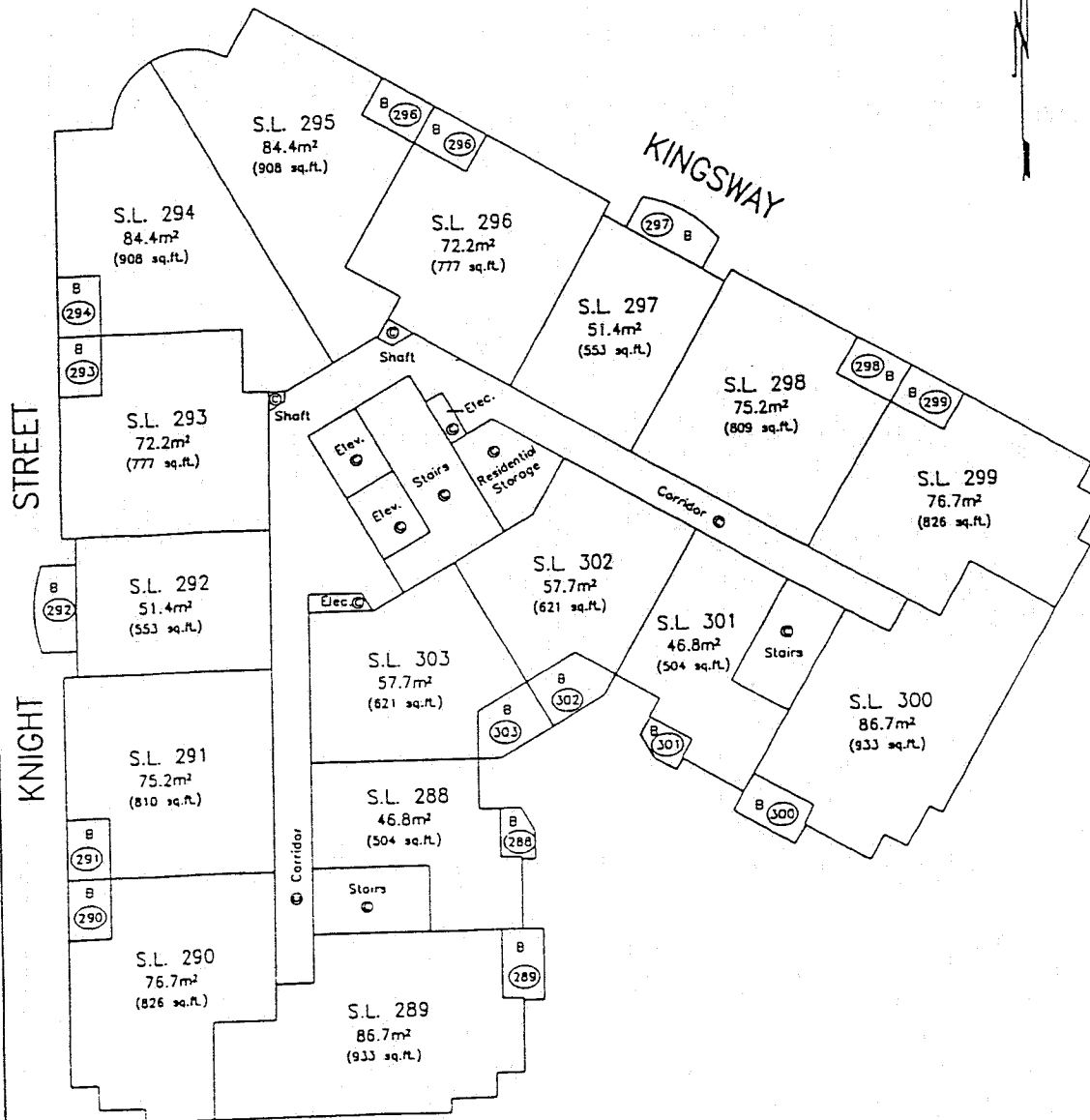
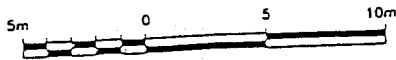
SCALE 1:200



## SIXTH FLOOR

## STRATA PLAN BCS

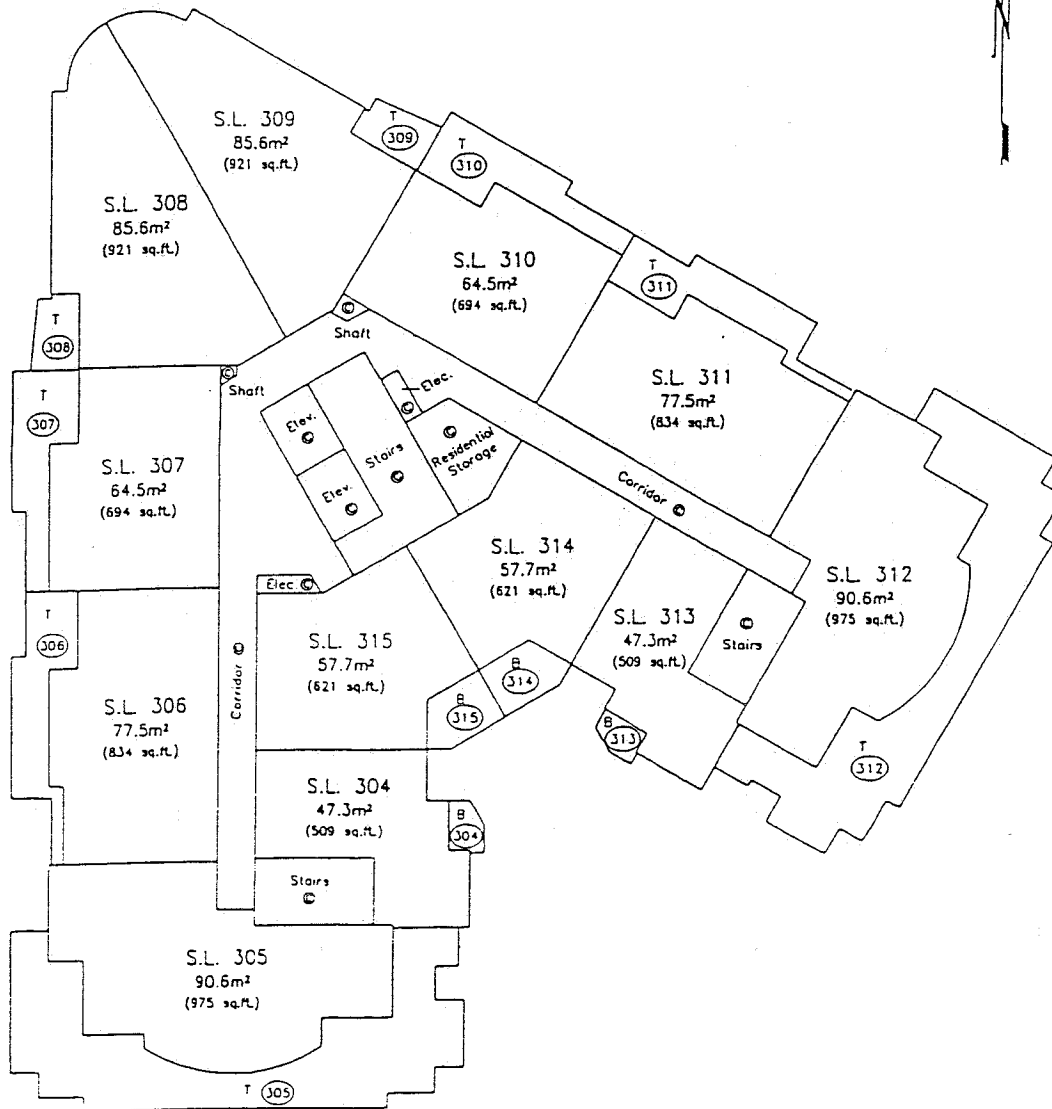
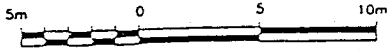
SCALE 1:200



## SEVENTH FLOOR

## STRATA PLAN BCS

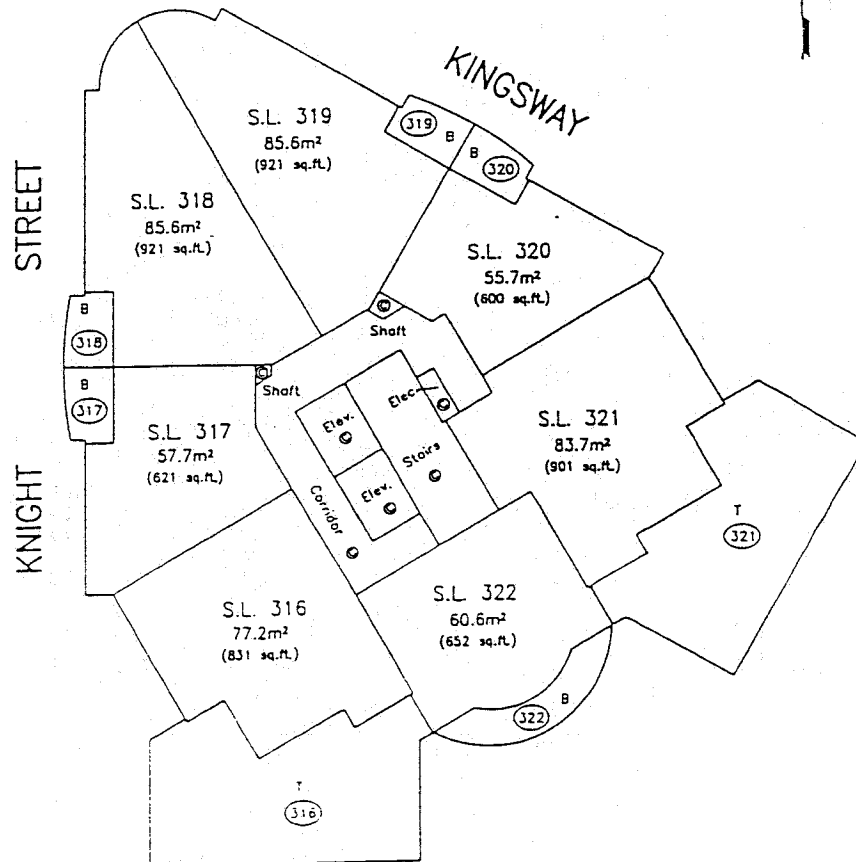
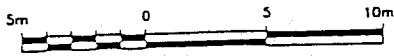
SCALE 1:200



## EIGHTH FLOOR

## STRATA PLAN BCS

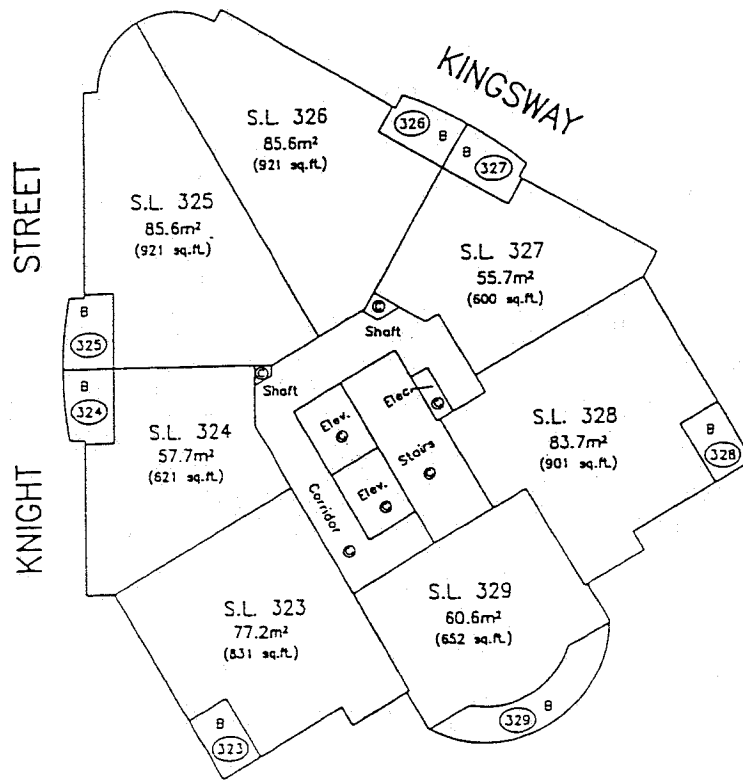
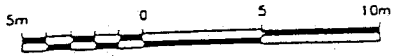
SCALE 1:200



## NINTH FLOOR

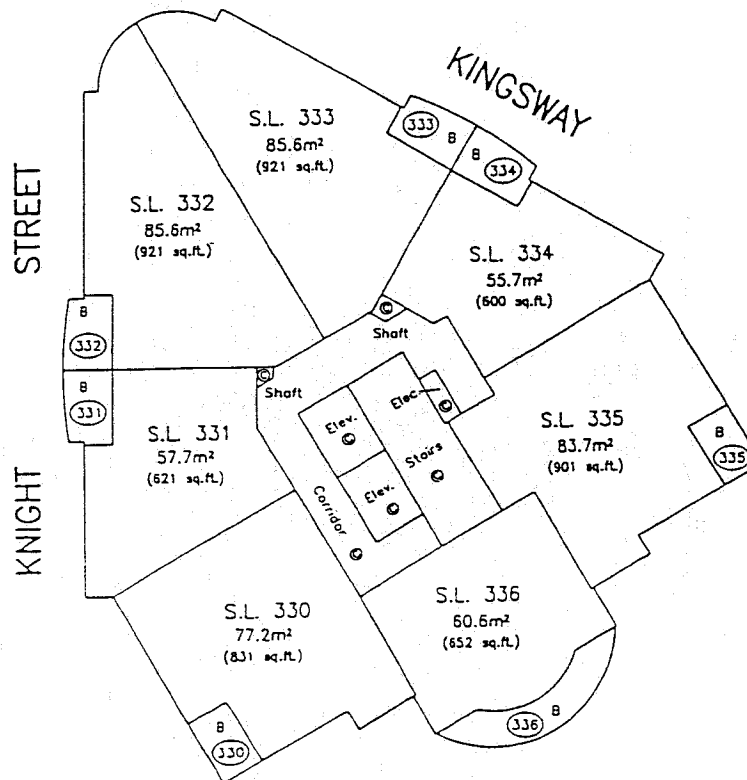
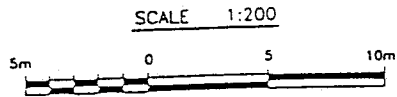
## STRATA PLAN BCS

SCALE 1:200



## TENTH FLOOR

## STRATA PLAN BCS

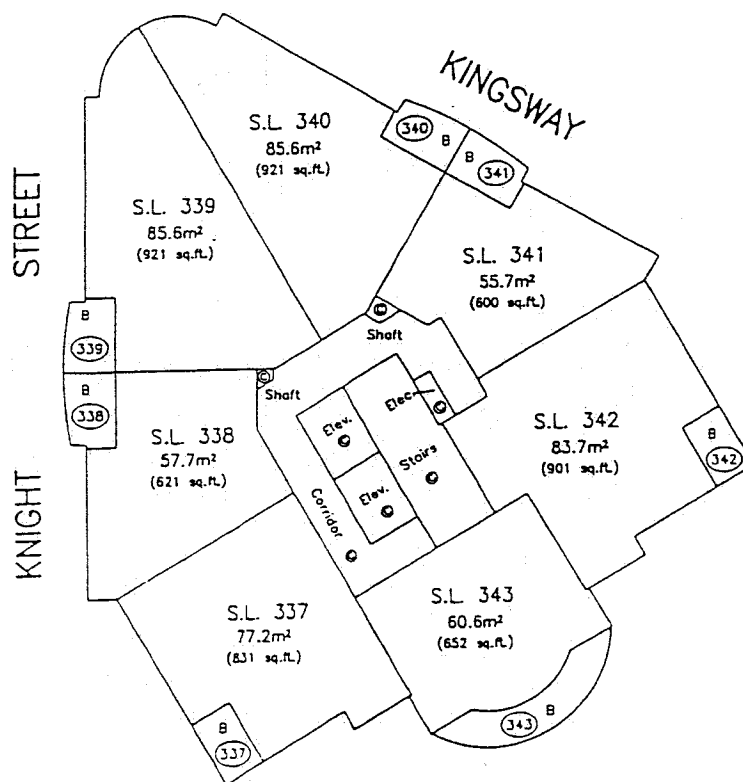




## ELEVENTH FLOOR

## STRATA PLAN BCS

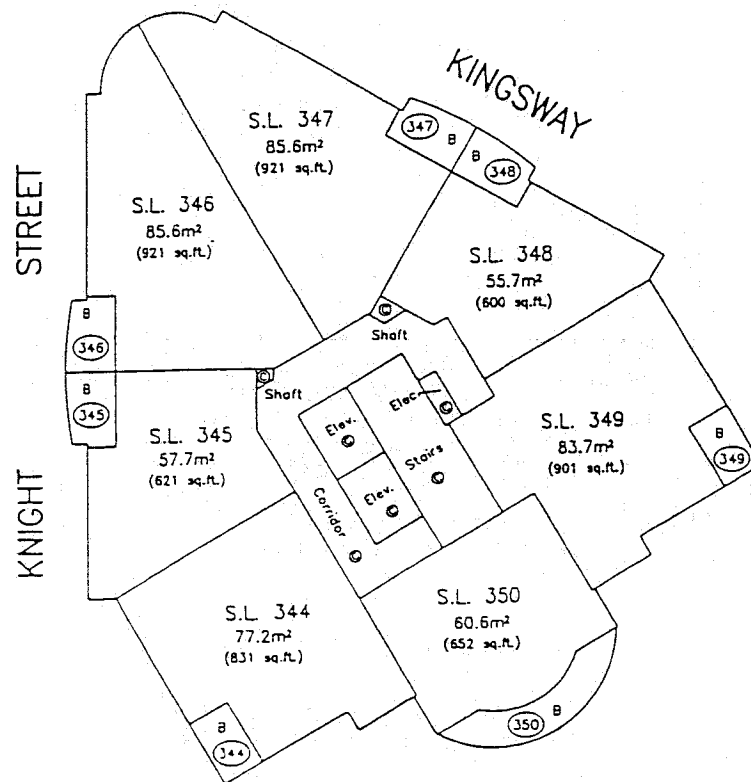
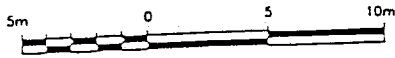
SCALE 1:200



## TWELFTH FLOOR

## STRATA PLAN BCS

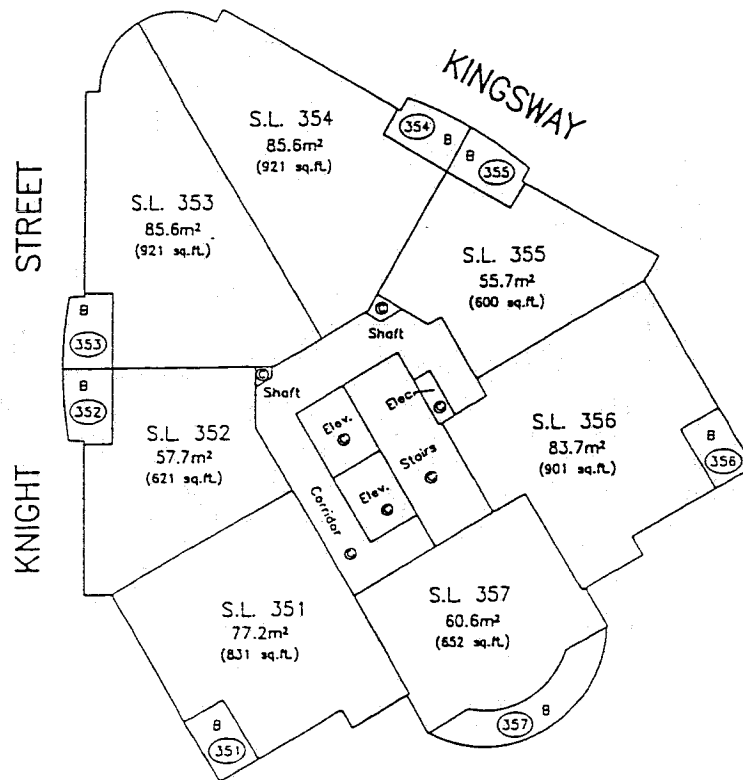
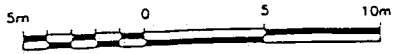
SCALE 1:200



## THIRTEENTH FLOOR

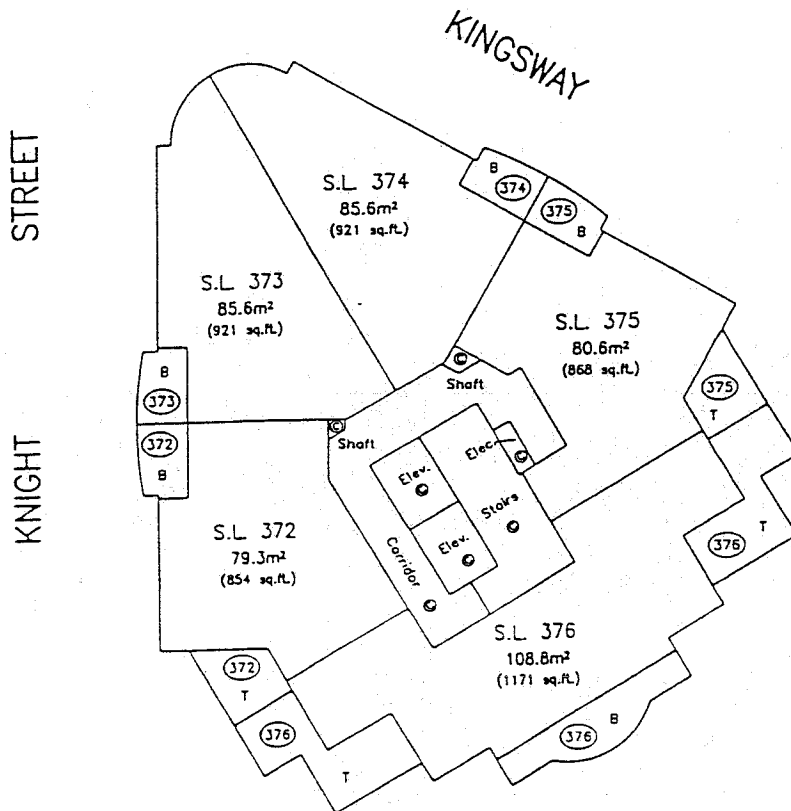
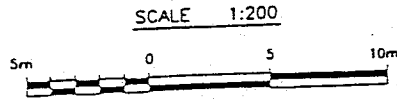
## STRATA PLAN BCS

SCALE 1:200



## SIXTEENTH FLOOR

## STRATA PLAN BCS



**Exhibit "C"**

**PROPERTY MANAGEMENT AGREEMENT**

**AGENCY AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of April, 2004.

BETWEEN:

**STRATA CORPORATION BCP \_\_\_\_\_**, a Strata Corporation established pursuant to the Strata Property Act, S.B.C. 1998, c. 43, having an office at 4078 Knight Street, Vancouver, B.C.

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

**COLYVAN PACIFIC REAL ESTATE MANAGEMENT SERVICES LIMITED**, a company incorporated under the laws of the Province of British Columbia, with offices at Suite 300, 2150 West Broadway, Vancouver, B.C.

(hereinafter called the "Agent")

OF THE SECOND PART

- A. The Corporation is responsible for the management, maintenance and administration of the common property and common assets of the Corporation, and all personnel, operations, business and all things and activities comprising or associated with or carried on in the development.
- B. The Corporation has agreed to contract with the Agent for the purpose of providing the services described herein and the Agent has agreed to provide such services.

WITNESS THEREFORE that in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises contained herein, the parties agree, one with the other, as follows:

1. The Corporation hereby appoints the Agent, and the Agent agrees to serve the Corporation as its exclusive Agent to provide service for the Corporation and the operations, comprising or associated with or carried on in connection therewith a Strata Corporation upon the terms and conditions herein contained;
2. The appointment of the Agent by the Corporation shall be for a term of Two (2) years from The date of the first General meeting of the owners of the Strata Corporation and will renew automatically for successive 2 year terms unless cancelled in accordance with the terms of this contract or by way of the Strata Property Act..
3. This Agreement and the appointment of the Agent by the Corporation may be terminated only:
  - (a) By written receipt of a Resolution of the Owners in accordance with the Strata Property Act giving Sixty (60) days written notice of termination;

- (b) By bankruptcy of the Agent;
- (c) Upon Thirty (30) days after notice of a breach of the terms and conditions of this Agreement by either party, providing the other party had received notice to rectify such breach within Thirty (30) days after such written notice had been received;
- (d) Through insolvency, fraud or negligence of the Agent.

Upon termination, all obligations of the Agent shall cease and the Corporation shall pay to the Agent any monies due to it up to the date of such termination, and the Agent shall pay to the Corporation all monies held by it in trust for the Corporation.

4. The relationship of the Agent to the Corporation shall be that of Agent, and this agreement shall not under any circumstances constitute or be deemed to constitute that the Agent or any of its employees be managers, officers, the legal representative, tenant, partner or employee of the Corporation. The Corporation may request and receive a change in Property Manager if the Property Manager does not meet their suitability requirements.
5. Upon termination of this appointment, the Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this appointment and paid by the Agent after such termination. The Agent shall be entitled to retain, for Fifteen (15) days after the date of such termination, a holdback of the monies collected hereunder during the last calendar month that this appointment was in effect and to pay thereafter such bills, accounts and expenses or any of them. If the said holdback is not retained by the Agent or if it is insufficient, the Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this appointment and upon presentation by the Agent to the Corporation of paid invoices.
6. The Agent hereby accepts the said appointment for the period and upon the terms and conditions herein provided and covenants and agrees:
  - (a) Under the direction of the Strata Council and acting on behalf of the Strata Corporation, to administer the common property and assets of the Corporation;
  - (b) To investigate carefully all requirements for repairs and to timely report the results of such investigation or investigations to the Strata Council of the Corporation for their consideration and direction;
  - (c) To collect all assessments and other revenues and amounts due to the Corporation in a timely fashion using due diligence;
  - (d) To render an accounting statement of receipts, disbursements and charges on or before the Fifteenth (15<sup>th</sup>) day of each month following the month in which such receipts were collected and bills, accounts and expenses were settled, and to distribute surplus funds as directed in writing by the Corporation from time to time;
  - (e) To furnish the services of its organization as Agent for the Corporation;
  - (f) To attend, at a mutually agreed time and date, Quarterly meetings including the Annual General Meeting. It being understood, however, that attendance over and above the number of meetings or time specified shall be mutually agreed upon by the parties and at such cost as shown in Appendix B.
  - (g) To make available for inspection at the request of an owner in the Corporation, all documents, accounts and records which it may have as Agent, and any such material shall be made available

to any owner of the corporation, giving reasonable notice of their intention to inspect said records at the office of the Agent.

7. The Agent shall be deemed the Agent of the Corporation and shall execute all documents and contracts as directed by the Strata Council from time-to-time, commence legal proceedings as directed by the Strata Council, and perform all other duties provided for in this Agreement that is described as follows:

- (a) As Agent, to demand and recover from all present and future owners (the "Owners") of strata lots comprising the Corporation, all assessments and any and all other monies from time to time payable by such owners in any manner howsoever and to make and assent to all just and reasonable abatements, payments and allowances in respect thereof;
- (b) Upon non-payment of the said assessments, to take legal action for and in the name of the Corporation and to sign and deliver prompt and effectual receipts or other discharges or acknowledgements thereof;
- (c) To warn off, prohibit and proceed against in due form of law either before or after such warning off or prohibition any person who trespasses upon the Corporation property;
- (d) Wherever any dispute may be resolved, subject to the discretion of the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation and internal appeals, the receipt by the Agent of a document containing the signatures of two members of the Strata Council is sufficient authority for the Agent to act;
- (e) To sign and give notices to owners of any defaults in any obligations of such owners to repair or to maintain or otherwise, in a timely fashion;
- (f) To pay all taxes and assessments which may be levied, other than taxes and assessments levied on individual strata lots;
- (g) To ensure, to the best of its knowledge, that contractors are hired to carry out repairs or alterations to parts thereof of the Corporation and to purchase supplies and pay all bills; the Agent agrees to secure the approval of the Corporation of all unbudgeted expenditures in excess of \$1,500.00, unless amended by a Corporation bylaw, for any one item other than recurring operating charges or emergency repairs in excess of such maximum or, if in the opinion of the Agent, such are necessary to protect from damage or to maintain services in accordance with the obligation of the Corporation;
- (h) To co-ordinate the work of contractors or employees, and whenever the Agent deems it advisable or necessary, he shall hire or discharge contractors or employees. It is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Corporation and not of the Agent, and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors if reasonable care has been exercised in their recommendation, appointment and retention;
- (i) To make contracts in the name of and with respect to the Corporation, as applicable, to provide supplies and services as the Strata Council shall deem necessary;
- (j) To perform all obligations required to be performed by the Corporation pursuant to any agreement entered into between the Corporation and any other person, firm or corporation with respect to the Corporation;
- (k) To take such actions on behalf of the Corporation as may be necessary to comply promptly with any and all orders or requirements affecting the Corporation made by any governmental body or

agency having authority there over or orders of any fire Marshall, or board of fire underwriters or similar body;

- (l) Subject to the limits expressed in clause 7(g), to place orders for and purchase, in the name of the Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the Corporation;
- (m) To investigate and report as to all accidents or claims for damage relating to the Corporation including all damage or destruction to any part of the Corporation.

8. The Corporation covenants and agrees:

- (a) To save the Agent harmless from all claims, damages, costs and liability incurred in connection with the services provided to the Corporation and, without limiting the generality of the foregoing except in the instance of the Agent's negligence, fraud, wilful misconduct, recklessness or unlawful act or omission, to save the Agent harmless from all claims, damages, costs and liability whatsoever arising out of any acts done by the Agent pursuant to instructions received by the Agent and to protect the Agent against all such claims, damages, costs, and liability in the same manner and to the same extent as the Corporation;
- (b) To pay to the Agent, in advance each and every month during the term of the agreement, a fee of:
  - (i) \$1000.00 (One Thousand Dollars) per month plus G.S.T. for the term. Included in the fee is 6 council meetings per year plus the AGM (2 hour limit)
  - (ii) A fee of 2% of any building envelope, roof, re-piping or major interior improvement works undertaken during the term of the agreement.
  - (iii) Fees of \$10.00 per strata lot for each month of deposit processing of special assessment payments.

The Corporation hereby authorizes the Agent to deduct such remuneration from strata fees collected by the Agent;

- (c) That if the bills, accounts or expenses paid by the Agent pursuant to Clause 6 hereof in any calendar month exceed the assessments and other monies collected in such month by the Agent, to pay the Agent the amount of such excess promptly upon demand; and
- (d) To furnish to the Agent all documents and records available to the Corporation, which may be reasonably required by the Agent in connection with the service to the Corporation's building;
- (e) To pay the Corporation costs of printing, mailing and postage or other service charge of the Corporation;
- (f) During the term of this Agreement and for a period of two years commencing from the termination of the Agreement, whensoever and howsoever terminated, the Corporation shall not, without the prior written consent of the Agent, which consent may be unreasonably or arbitrarily withheld, engage or contract with:
  - (i) Any present or past employee or contractor of the Agent (each of which is hereinafter known as a "Project Servicer") who, or which:
    - A. was, at any time during the term of this Agreement, an employee or contractor of the Agent; and



- B. met with and provided property management services to the Corporation on a repeated basis on behalf of the Agent; or
- (ii) Any partnership, firm, association, syndicate, company or other entity in which any such Project Servicer has an interest or by which any such Project Servicer is employed or contracted, to perform any of the services the Agent provided to the Corporation pursuant to this Agreement.

Notwithstanding anything in this Agreement contained, should any part of the provisions of paragraph 8(f) be held to be void and unenforceable by a Court of competent jurisdiction, such part shall be severed and replaced by the widest term that would not be held to be void or unenforceable.

The Corporation acknowledges and agrees that a breach of any of the covenants contained in paragraph 8(f) would result in damages to the Agent and the Agent would not be compensated adequately for such damages by a monetary award and, therefore, in the event of any such breach, in addition to all other remedies available to the Agent at law or in equity, the Agent shall be entitled as a matter of right to apply to a Court of competent jurisdiction and to be granted such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of such paragraph.

The Corporation also acknowledges and agrees that all restrictions contained in 8(f) are necessary and fundamental to the protection of the business and interest of the Agent, are reasonable and valid, and all defences to the strict enforcement thereof by the Agent are hereby waived by the Corporation.

- (g) The Corporation agrees that for production of all documentation attributable to the transfer, conveyance, gift or otherwise disposed of ownership of a strata lot is at the expense of the owner of the strata lot and payable to the Agent.

9. That the Agent shall receive, keep full and maintain detailed records of the Corporation and shall, during normal office hours, by mutual agreement, allow access to such records as well as to all other books and records held by the Agent in connection with the operation of the Corporation.
10. That the Corporation shall not be entitled to set off against any remuneration or other monies payable to the Agent under this agreement against any uncollected arrears of assessments and other monies.
11. That it is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Corporation through members of Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request the receipt of instructions or directions, in writing, signed on behalf of the Corporation by at least two members of the Strata Council. The foregoing shall constitute full and sufficient authority for the Agent to act in accordance therewith.
12. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 6(d) and, within Thirty (30) days from the date of issuance to the Corporation of such statement, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Corporation. If no such notification has been received by the Agent within Thirty (30) days after the end of the fiscal period to which such statement relates, the said statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.
13. That with the prior written consent of the Corporation, such consent not to be unreasonably withheld, the Agent may assign all of its interest in this agreement and its rights hereunder to any other firm or corporation, provided such assignee is a competent Agent and covenants with the Corporation to observe and perform the obligations of the Agent hereunder.

14. That no waiver, expressed or implied, by a party to or of any breach or default by the other party in performance by such other party of any of the obligations, covenants, terms, and/or conditions herein contained will be deemed or construed to be a consent or waiver to or of any breach or default in the performance by such other party of its obligations hereunder.
15. That in the event any provision of this Agreement, or any part thereof, shall be found to be invalid, the remainder of this Agreement shall be binding on the parties hereto and shall be construed that the invalid provision or part thereof had been deleted from this Agreement.
16. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

The Common Seal of  
THE OWNERS STRATA CORPORATION BCS-TBA--  
was hereunto affixed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

The Common Seal of  
COLYVAN PACIFIC REAL ESTATE  
MANAGEMENT SERVICES LTD.  
was hereunto affixed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A**GENERAL SERVICES**

The following items are outlined and agreed to and will serve to specifically clarify the duties and responsibilities of the Agent. Many of these items are, in some form, contained within the Agreement.

- To obtain and maintain, at the expense of the Corporation, Strata Council Directors & Officers Liability Insurance, in addition to the Errors & Omissions minimum coverage in the amount of \$2,000,000.00.
- To deposit all receipts of the Corporation in a trust account or accounts in an institution qualified to engage in the banking or trust business, separate from the Agent's personal accounts and separate from any other trust accounts held by the Agent.
- To take and transcribe the minutes of Strata Council and General Meetings of the Corporation and supply a draft to the Strata Council within seven working days.
- Provide the Strata Council with a monthly statement of receipts and expenses and provide a statement of contingency reserves and liquid assets (within 15 days of month end).
- Provide a year-end financial statement to Council and arrange for auditing of the Strata Corporation, at the expense of the Corporation, as directed.
- Attend the General meeting and, if requested, explain the Corporation's budget to the owners and assist with procedures.
- Secure annual updates to the insurance appraisal for the property and renew insurance policies as they expire, at the direction of the Strata Council. Such insurance appraisal costs and premium costs to be at the expense of the Corporation.
- To ensure that all insurance premiums are paid on time and that there are sufficient funds on hand to pay such premiums as they become due, and notify forthwith the Corporation if there are not sufficient funds to pay such premiums. The Agent shall not pay out of its trust accounts of the Corporation any monies to any person, including the Agent, when to do so would utilize funds required to pay insurance premiums; and this provision shall apply, notwithstanding the termination of the agreement, both before and after the termination, until the Agent has been released therefrom in writing by the Corporation.
- Note, record, and advise the Council of any problems of which the Agent becomes or is made aware of. Ensure that all possible follow-up action is taken in a timely manner to resolve problems in an efficient and, in the Agent's opinion, a cost effective manner in accordance with the direction of the Strata Council on budgetary restraints.
- Receive and respond to all correspondence with owners as directed by the Strata Council.
- To the best of their abilities, via correspondence with the owners, ensure that the owners adhere to bylaws and/or rules.
- Provide assistance, to the best of the Agent's ability, with the interpretation of the prevailing legislation, and advise Council of generally accepted practices throughout the condominium industry. Such interpretation of the legislation to be used as a guide and not interpreted or regarded as legal interpretation.
- Levy fines and liens against delinquent owners, as directed in the Bylaws. Provide follow up correspondence and initiate legal action as necessary.

- Provide documentation as required by legislation for the sale, transfer, or disposal of any strata lot. Such costs to be made to the owner of the strata lot, payable to the Agent.
- Maintain a 24-hour (emergency) service effecting life or property damage. The designated Agent will respond to all emergencies between the hours of 0830hrs on every Monday until 1630hrs each Friday, save and except for statutory holidays. A Weekend Relief Agent will respond outside of the hours shown.
- Monitor all service contracts and negotiate renewal or replacement of same.
- Maintain a registry of all owners and tenanted strata lots.
- Provide payroll accounting, if necessary.

APPENDIX B

## GENERAL

1. Fees:

- |    |                            |               |                 |
|----|----------------------------|---------------|-----------------|
| a) | Monthly Fee                | \$ 1000.00    | plus G.S.T.     |
| b) | Additional council meeting | \$ 75.00/hr   | or part thereof |
| c) | Meetings over two hours    | \$ 75.00/hr   | or part thereof |
| d) | S.P.M.                     | \$ 125.00/hr  | or part thereof |
| e) | Title change forms         | At Owner cost |                 |

2. Corporation Charges:

- a) Photocopying (.15 per page).
- b) Printing at current rates.
- c) Bank service charges (\$25.00 Per Month).
- d) Courier, as required.
- e) Printed Council, Special or General minute distribution to all owners.
- f) Corporation costs Telephone/Pager/Facsimile.
- g) Meeting room expenses.

## NOTE 1:

- i) G.S.T. is chargeable, where applicable, in accordance with the requirements made under Federal Law.
- ii) Attendance at any Court or Arbitration proceedings by the Agent is classified as an additional charge, chargeable at a rate of \$75.00 per hour.
- iii) Printing charges are subject to contract rate adjustment from time-to-time.
- iv) All charges are shown within the body of the contract or Appendix A or B herein or as agreed.

## NOTE 2:

ColyVan Pacific utilizes Vancouver City Savings Credit Union located at Pender Street/Hornby Street, Vancouver, B.C.

- a) Each Strata Corporation account has \$ 100,000.00 deposit insurance coverage.
- b) Each Strata Corporation has a separate trust account for the Operating Account and another for the Reserve Fund Account.
- c) ColyVan Pacific has negotiated interests on both the Strata Corporation Operating and Reserve Accounts. Under the present agreement, this rate is Prime less two percent (2%) paid directly to the Corporation. This interest thereby significantly reduces our fees.
- d) The Strata Council directs the Agent on placement of long-term monies.



**Exhibit "D"**

**UNIT ENTITLEMENT (FORM V)**





*Strata Property Act*  
FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan ....., being a strata plan of

City of Vancouver  
Parcel Identifier  
Lot 1  
Block 1 and 3, D.L. 352  
Group 1  
New Westminster District  
Plan BCP \_\_\_\_\_

Complete and file only the applicable form of schedule.

STRATA PLAN CONSISTING ENTIRELY OF BOTH RESIDENTIAL AND  
NONRESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, as set out in the following table:

- ☒ (a) the habitable area of the lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, *David W. Parkin*, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: *June 8, 2004*.

\_\_\_\_\_  
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

\_\_\_\_\_  
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	% of Total Unit Entitlement of Residential Strata Lots**	% of Total Unit Entitlement of All Strata Lots**
210	12	46.8	47		
211	12	86.7	87		
212	12	82.7	83		
213	12	81.2	81		
214	12	51.4	51		
215	12	78.2	78		

216	12	95.3	95		
217	12	95.3	95		
218	12	78.2	78		
219	12	51.4	51		
220	12	81.2	81		
221	12	81.2	81		
222	13	77.1	77		
223	13	77.1	77		
224	13	81.2	81		
225	13	79.3	79		
226	13	41.6	42		
227	13	70.6	71		
228	13	83.6	84		
229	13	52.6	53		
230	13	51.4	51		
231	13	52.4	52		
232	13	51.4	51		
233	13	51.4	51		
234	13	51.4	51		
235	12	52.4	52		
236	12	46.8	47		
237	14	46.8	47		
238	14	86.7	87		
239	14	82.7	83		
240	14	81.2	81		
241	14	51.4	51		
242	14	78.2	78		
243	14	95.3	95		
244	14	95.3	95		
245	14	78.2	78		
246	14	51.4	51		
247	14	81.2	81		
248	14	81.2	81		
249	15	77.1	77		
250	15	77.1	77		
251	15	75.2	75		
252	15	73.3	73		
253	15	41.6	42		
254	15	70.6	71		
255	15	83.6	84		
256	15	52.6	53		
257	15	51.4	51		
258	15	52.4	52		
259	15	51.4	51		
260	15	51.4	51		
261	15	51.4	51		
262	14	52.4	52		
263	14	46.8	47		
264	14	57.7	58		
265	14	57.7	58		
266	16	46.8	47		
267	16	86.7	87		
268	16	76.7	77		
269	16	75.2	75		
270	16	51.4	51		
271	16	72.2	72		

272	16	89.3	89		
273	16	89.3	89		
274	16	72.2	72		
275	16	51.4	51		
276	16	75.2	75		
277	17	97.7	98		
278	17	82.7	83		
279	17	58.6	59		
280	17	97.0	97		
281	17	52.4	52		
282	17	51.4	51		
283	17	75.7	76		
284	17	75.7	76		
285	16	46.8	47		
286	16	57.7	58		
287	16	57.7	58		
288	18	46.8	47		
289	18	86.7	87		
290	18	76.7	77		
291	18	75.2	75		
292	18	51.4	51		
293	18	72.2	72		
294	18	84.4	84		
295	18	84.4	84		
296	18	72.2	72		
297	18	51.4	51		
298	18	75.2	75		
299	18	76.7	77		
300	18	86.7	87		
301	18	46.8	47		
302	18	57.7	58		
303	18	57.7	58		
304	19	47.3	47		
305	19	90.6	91		
306	19	77.5	78		
307	19	64.5	65		
308	19	85.6	86		
309	19	85.6	86		
310	19	64.5	65		
311	19	77.5	78		
312	19	90.6	91		
313	19	47.3	47		
314	19	57.7	58		
315	19	57.7	58		
316	20	77.2	77		
317	20	57.7	58		
318	20	85.6	86		
319	20	85.6	86		
320	20	55.7	56		
321	20	83.7	84		
322	20	60.6	61		
323	21	77.2	77		
324	21	57.7	58		
325	21	85.6	86		
326	21	85.6	86		

327	21	55.7	56		
328	21	83.7	84		
329	21	60.6	61		
330	22	77.2	77		
331	22	57.7	58		
332	22	85.6	86		
333	22	85.6	86		
334	22	55.7	56		
335	22	83.7	84		
336	22	60.6	61		
337	23	77.2	77		
338	23	57.7	58		
339	23	85.6	86		
340	23	85.6	86		
341	23	55.7	56		
342	23	83.7	84		
343	23	60.6	61		
344	24	77.2	77		
345	24	57.7	58		
346	24	85.6	86		
347	24	85.6	86		
348	24	55.7	56		
349	24	83.7	84		
350	24	60.6	61		
351	25	77.2	77		
352	25	57.7	58		
353	25	85.6	86		
354	25	85.6	86		
355	25	55.7	56		
356	25	83.7	84		
357	25	60.6	61		
358	26	77.2	77		
359	26	57.7	58		
360	26	85.6	86		
361	26	85.6	86		
362	26	55.7	56		
363	26	83.7	84		
364	26	60.6	61		
365	27	77.2	77		
366	27	57.7	58		
367	27	85.6	86		
368	27	85.6	86		
369	27	55.7	56		
370	27	83.7	84		
371	27	60.6	61		
372	28	79.3	79		
373	28	85.6	86		
374	28	85.6	86		
375	28	80.6	81		
376	28	108.8	109		
Total number of residential strata lots: 167			Total unit entitlement of residential strata lots: 11755		

- expression of percentage is for informational purposes only and has no legal effect
- not required for a phase of a phased strata plan

The unit entitlement for each nonresidential strata lot is one of the following [check appropriate box], as set out in the following table:

- ☒ (a) the total area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(b)(i) of the *Strata Property Act*.

**Certificate of British Columbia Land Surveyor**

I, *David W. Parkin* a British Columbia land surveyor, certify that the following table reflects the total area of each nonresidential strata lot.

Date: June 8, 2004.

\_\_\_\_\_  
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(b)(ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(b)(iii) of the *Strata Property Act*.

Strata Lot No.	Sheet No.	Total Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement of Nonresidential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
377	9	582.2	582		
378	8	129.7	130		
379	8	109.6	110		
380	8	79.4	79		
381	8	130.1	130		
382	8	733.5	733		
383	10	1281.7	1282		
Total number of nonresidential strata lots: 7			Total unit entitlement of nonresidential strata lots: 3046		

- \* expression of percentage is for informational purposes only and has no legal effect
- \*\* not required for a phase of a phased strata plan

Schedule of Unit Entitlement approved by the Superintendent of Real Estate in accordance with section 246(5) of the *Strata Property Act*.

\_\_\_\_\_  
Signature of Superintendent of Real Estate

Date:

\_\_\_\_\_  
Signature of Owner/Developer



Exhibit "E"

**RENTAL DISCLOSURE STATEMENT**

*Strata Property Act*  
**FORM J**  
**RENTAL DISCLOSURE STATEMENT**

(Section 139)

Re: Strata Plan to be filed with respect to lands in the City of Vancouver described as

PID 025-980-726

Lot 1 Blocks 1 and 3 District Lot 352 Group 1 New Westminster District Plan BCP11581

1. The development described above includes 373 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot [as shown on Strata Plan]	Date Rental Period Expires [month day, year]
nil	n/a

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 373 residential strata lots, as described below, until the date set out opposite each strata lot's description:

Description of Strata Lot [as shown on Strata Plan]	Date Rental Period Expires [month day, year]
all strata lots	March 15, 2205

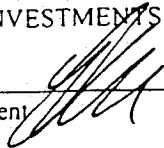
4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Dated: March \_\_\_\_\_, 2005.

**REGISTERED OWNERS**

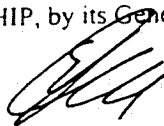
TRI EAGLE INVESTMENTS LTD.

Per: \_\_\_\_\_

President 

**BENEFICIAL OWNER**

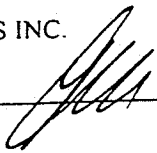
TRI POWER DEVELOPMENTS LIMITED  
PARTNERSHIP, by its General Partners



TRI POWER LANDS INC.

Per: \_\_\_\_\_

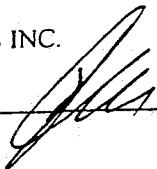
President



TRI EAGLE LANDS INC.

Per: \_\_\_\_\_

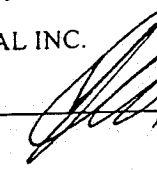
President



TRI EAGLE CAPITAL INC.

Per: \_\_\_\_\_

President



TRI POWER DEVELOPMENTS INC.

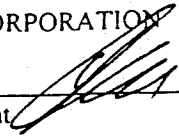
Per: \_\_\_\_\_



GLOBAL COIN CORPORATION

Per: \_\_\_\_\_

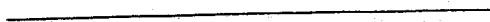
President



AQUILINI INVESTMENT GROUP LIMITED  
PARTNERSHIP, by its general partner, 638769 B.C.  
Ltd.

Per: \_\_\_\_\_

President





TRI POWER LANDS INC.

Per: \_\_\_\_\_  
President

TRI EAGLE LANDS INC.

Per: \_\_\_\_\_  
President

TRI EAGLE CAPITAL INC.

Per: \_\_\_\_\_  
President

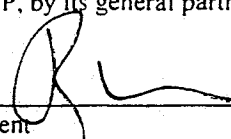
TRI POWER DEVELOPMENTS INC.

Per: \_\_\_\_\_

GLOBAL COIN CORPORATION

Per: \_\_\_\_\_  
President

AQUILINI INVESTMENT GROUP LIMITED  
PARTNERSHIP, by its general partner, 638769 B.C.  
Ltd.

Per:  \_\_\_\_\_  
President



# Exhibit "F"

## PROJECTED OPERATING BUDGET

### KING EDWARD VILLAGE PHASE 2

	Residential	Commercial	Joint	Total
	Only	Only	Use/Shared	Budget
ADMINISTRATION				
insurance/appraisal			\$44,000.00	\$44,000.00
management fees			\$33,000.00	\$33,000.00
post/copy/bank			\$5,600.00	\$5,600.00
C.R.F.			\$36,000.00	\$36,000.00
REPAIRS/MAINTENANCE				
Elevator			\$8,000.00	\$8,000.00
Fire safety/maintenance			\$6,400.00	\$6,400.00
Repair/mntce/HVAC	\$15,000.00	\$4,000.00	\$5,000.00	\$24,000.00
Janitorial			\$24,000.00	\$24,000.00
Landscape			\$8,000.00	\$8,000.00
misc/garage gate			\$4,400.00	\$4,400.00
pest control	\$1,200.00			\$1,200.00
security	\$53,607.00			\$53,607.00
window cleaning	\$4,800.00			\$4,800.00
Enterphone	\$6,400.00			\$6,400.00
Garbage/recycling	\$9,600.00	\$9,600.00		\$19,200.00
Sewer/water			\$32,000.00	\$32,000.00
Electricity			\$48,000.00	\$48,000.00
Gas	\$40,000.00			\$40,000.00
Total	\$130,607.00	\$13,600.00	\$254,400.00	\$398,607.00



## Exhibit "G"

MONTHLY ALLOCATION OF OPERATING BUDGET AMONG STRATA LOTS

S/L #	Unit Ent.	Res Only	Comm Only	Shared/Joint	Total
210	47	43.52		67.32	110.84
211	87	80.55		124.61	205.17
212	83	76.85		118.88	195.73
213	81	75.00		116.02	191.02
214	51	47.22		73.05	120.27
215	78	72.22		111.72	183.94
216	95	87.96		136.07	224.03
217	95	87.96		136.07	224.03
218	78	72.22		111.72	183.94
219	51	47.22		73.05	120.27
220	81	75.00		116.02	191.02
221	81	75.00		116.02	191.02
222	77	71.29		110.29	181.58
223	77	71.29		110.29	181.58
224	81	75.00		116.02	191.02
225	79	73.15		113.15	186.30
226	42	38.89		60.16	99.05
227	71	65.74		101.70	167.43
228	84	77.78		120.32	198.09
229	53	49.07		75.91	124.99
230	51	47.22		73.05	120.27
231	52	48.15		74.48	122.63
232	51	47.22		73.05	120.27
233	51	47.22		73.05	120.27
234	51	47.22		73.05	120.27
235	52	48.15		74.48	122.63
236	47	43.52		67.32	110.84
237	47	43.52		67.32	110.84
238	87	80.55		124.61	205.17
239	83	76.85		118.88	195.73
240	81	75.00		116.02	191.02
241	51	47.22		73.05	120.27
242	78	72.22		111.72	183.94
243	95	87.96		136.07	224.03
244	95	87.96		136.07	224.03
245	78	72.22		111.72	183.94
246	51	47.22		73.05	120.27
247	81	75.00		116.02	191.02
248	81	75.00		116.02	191.02
249	77	71.29		110.29	181.58
250	77	71.29		110.29	181.58
251	75	69.44		107.43	176.87
252	73	67.59		104.56	172.15
253	42	38.89		60.16	99.05
254	71	65.74		101.70	167.43
255	84	77.78		120.32	198.09
256	53	49.07		75.91	124.99
257	51	47.22		73.05	120.27
258	52	48.15		74.48	122.63

S/L #	Unit Ent.	Res Only	Comm Only	Shared/Joint	Total
259	51	47.22		73.05	120.27
260	51	47.22		73.05	120.27
261	51	47.22		73.05	120.27
262	52	48.15		74.48	122.63
263	47	43.52		67.32	110.84
264	58	53.70		83.08	136.78
265	58	53.70		83.08	136.78
266	47	43.52		67.32	110.84
267	87	80.55		124.61	205.17
268	77	71.29		110.29	181.58
269	75	69.44		107.43	176.87
270	51	47.22		73.05	120.27
271	72	66.66		103.13	169.79
272	89	82.40		127.48	209.88
273	89	82.40		127.48	209.88
274	72	66.66		103.13	169.79
275	51	47.22		73.05	120.27
276	75	69.44		107.43	176.87
277	98	90.74		140.37	231.11
278	83	76.85		118.88	195.73
279	59	54.63		84.51	139.14
280	97	89.81		138.94	228.75
281	52	48.15		74.48	122.63
282	51	47.22		73.05	120.27
283	76	70.37		108.86	179.23
284	76	70.37		108.86	179.23
285	47	43.52		67.32	110.84
286	58	53.70		83.08	136.78
287	58	53.70		83.08	136.78
288	47	43.52		67.32	110.84
289	87	80.55		124.61	205.17
290	77	71.29		110.29	181.58
291	75	69.44		107.43	176.87
292	51	47.22		73.05	120.27
293	72	66.66		103.13	169.79
294	84	77.78		120.32	198.09
295	84	77.78		120.32	198.09
296	72	66.66		103.13	169.79
297	51	47.22		73.05	120.27
298	75	69.44		107.43	176.87
299	77	71.29		110.29	181.58
300	87	80.55		124.61	205.17
301	47	43.52		67.32	110.84
302	58	53.70		83.08	136.78
303	58	53.70		83.08	136.78
304	47	43.52		67.32	110.84
305	91	84.26		130.34	214.60
306	78	72.22		111.72	183.94
307	65	60.18		93.10	153.29
308	86	79.63		123.18	202.81
309	86	79.63		123.18	202.81

S/L #	Unit Ent.	Res Only	Comm Only	Shared/Joint	Total
310	65	60.18		93.10	153.29
311	78	72.22		111.72	183.94
312	91	84.26		130.34	214.60
313	47	43.52		67.32	110.84
314	58	53.70		83.08	136.78
315	58	53.70		83.08	136.78
316	77	71.29		110.29	181.58
317	58	53.70		83.08	136.78
318	86	79.63		123.18	202.81
319	86	79.63		123.18	202.81
320	56	51.85		80.21	132.06
321	84	77.78		120.32	198.09
322	61	56.48		87.37	143.85
323	77	71.29		110.29	181.58
324	58	53.70		83.08	136.78
325	86	79.63		123.18	202.81
326	86	79.63		123.18	202.81
327	56	51.85		80.21	132.06
328	84	77.78		120.32	198.09
329	61	56.48		87.37	143.85
330	77	71.29		110.29	181.58
331	58	53.70		83.08	136.78
332	86	79.63		123.18	202.81
333	86	79.63		123.18	202.81
334	56	51.85		80.21	132.06
335	84	77.78		120.32	198.09
336	61	56.48		87.37	143.85
337	77	71.29		110.29	181.58
338	58	53.70		83.08	136.78
339	86	79.63		123.18	202.81
340	86	79.63		123.18	202.81
341	56	51.85		80.21	132.06
342	84	77.78		120.32	198.09
343	61	56.48		87.37	143.85
344	77	71.29		110.29	181.58
345	58	53.70		83.08	136.78
346	86	79.63		123.18	202.81
347	86	79.63		123.18	202.81
348	56	51.85		80.21	132.06
349	84	77.78		120.32	198.09
350	61	56.48		87.37	143.85
351	77	71.29		110.29	181.58
352	58	53.70		83.08	136.78
353	86	79.63		123.18	202.81
354	86	79.63		123.18	202.81
355	56	51.85		80.21	132.06
356	84	77.78		120.32	198.09
357	61	56.48		87.37	143.85
358	77	71.29		110.29	181.58
359	58	53.70		83.08	136.78
360	86	79.63		123.18	202.81

S/L #	Unit Ent.	Res Only	Comm Only	Shared/Joint	Total
361	86	79.63		123.18	202.81
362	56	51.85		80.21	132.06
363	84	77.78		120.32	198.09
364	61	56.48		87.37	143.85
365	77	71.29		110.29	181.58
366	58	53.70		83.08	136.78
367	86	79.63		123.18	202.81
368	86	79.63		123.18	202.81
369	56	51.85		80.21	132.06
370	84	77.78		120.32	198.09
371	61	56.48		87.37	143.85
372	79	73.15		113.15	186.30
373	86	79.63		123.18	202.81
374	86	79.63		123.18	202.81
375	81	75.00		116.02	191.02
376	109	100.92		156.12	257.05
Tot Res.	11755	10,883.92	0.00	16,837.11	27,721.02
com377	582		216.55	833.62	1,050.17
com378	130		48.37	186.20	234.57
com379	110		40.93	157.56	198.48
com380	79		29.39	113.15	142.55
com381	130		48.37	186.20	234.57
com382	733		272.73	1,049.90	1,322.63
com383	1282		477.00	1,836.25	2,313.25
Tot Com	3046	0.00	1,133.33	4,362.89	5,496.23
		130,607.00	13,600.00	254,400.00	398,607.00
	14801				
	Montly	10,883.92	1,133.33	21,200.00	33,217.25
	Annually	130,607.00	13,600.00	254,400.00	398,607.00



Exhibit "H"

**KING EDWARD VILLAGE**  
**Phase 2**

**CONTRACT OF PURCHASE AND SALE**

Date of Contract: \_\_\_\_\_

TO: Tri Power Developments Limited Partnership, Tri Eagle Investments Inc., Tri Power Lands Inc., Tri Eagle Lands Inc. and Tri Eagle Capital Inc. (collectively, the "Vendor")

I/We, \_\_\_\_\_ the "Purchaser") of

hereby offer to purchase strata lot # \_\_\_\_\_ (the "Strata Lot"), as more specifically described in the proposed strata plan (the "Plan") attached as an exhibit to the Disclosure Statement (hereinafter defined) and also described as Suite # \_\_\_\_\_, at the price and on the terms and conditions herein.

**DEPOSITS AND PURCHASE PRICE**

The purchase price (the "Price") for the Strata Lot is: \$ \_\_\_\_\_

PAYABLE, subject to paragraph 2.1 of the Terms and Conditions attached hereto, as follows:

1. Deposit (the "Initial Deposit") paid herewith: \$1,000.00
2. Deposit (the "Second Deposit") of 10% of the Price (less the \$1,000 Initial Deposit) \$ \_\_\_\_\_  
paid by \_\_\_\_\_, :2005
3. Deposit (the "Third Deposit") of 10% of the Price paid by \_\_\_\_\_, :2005  
provided that the Vendor has fulfilled the obligations set out in paragraph 9 of the  
Terms and Conditions attached to this Contract
4. Deposit (the "Fourth Deposit") of 5% of the Price paid by \_\_\_\_\_, :2005 \$ \_\_\_\_\_
5. The balance (the "Balance") upon completion: \$ \_\_\_\_\_

The Price includes window blinds, stove, refrigerator, dishwasher, microwave/hood fan in sink disposal, washer/dryer and the exclusive use of \_\_\_\_\_ parking stall. This unit is to be finished in colour scheme \_\_\_\_\_.

THE TERMS AND CONDITIONS BELOW AND ATTACHED ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN. This offer to purchase will be open for acceptance by the Vendor up to \_\_\_\_\_, 200\_\_, and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions herein contained.

IN WITNESS WHEREOF the Purchaser has executed this offer this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Witness) (Purchaser) (Telephone #) (Fax #) (E-mail)

\_\_\_\_\_  
(Witness) (Purchaser) (Telephone #) (Fax #) (E-mail)

ACCEPTED BY THE VENDOR this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Tri Power Developments Limited Partnership,  
by its General Partner  
Tri Power Developments Inc.

Tri Eagle Investments Inc.  
Tri Power Lands Inc.  
Tri Eagle Lands Inc.  
Tri Eagle Capital Inc.

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

DISCLOSURE STATEMENT RECEIPT

The Purchaser hereby acknowledges having received on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, and having had an opportunity to read a copy of the disclosure statement dated March 30, 2005 (the "Disclosure Statement") for King Edward Village Phase 2 before entering into this Contract. I/We hereby confirm that I/we have read this Contract and the terms and conditions attached hereto, and further confirm that other than the warranties and representations and terms and conditions contained therein and in the Disclosure Statement, **THERE HAVE BEEN NO OTHER REPRESENTATIONS OR WARRANTIES OR OTHER AGREEMENTS, TERMS OR CONDITIONS.**

---

(Purchaser)

---

(Purchaser)

## King Edward Village Phase 2

### TERMS AND CONDITIONS ATTACHED TO CONTRACT OF PURCHASE AND SALE

#### 1. OFFER

- (a) The Purchaser hereby offers and, if this offer is accepted by the Vendor, agrees to purchase from the Vendor the Strata Lot upon and subject to the terms and conditions herein, for the Price. The purchase of the Strata Lot will also entitle the Purchaser to the use of one parking space in the manner described in the Disclosure Statement. The Vendor reserves the right to locate the space in its sole discretion without consultation with the Purchaser. This Contract creates contractual rights only and not any interest in land.

#### 2. PRICE, DEPOSIT AND PAYMENT

- (a) The Purchaser shall pay the Price to the Vendor as follows:
- (i) Subject to paragraph 2(a)(ii) the Initial Deposit, Second Deposit, Third Deposit and Fourth Deposit (collectively, the "Deposit") shall be paid by the Purchaser at the times and in the amounts set out on page 1 hereof by way of cheque made payable in trust to **Clark Wilson LLP** (the "Vendor's Solicitors") or such other licensed realtor or solicitor as the Vendor may direct (the "Vendor's Agent");
  - (ii) Notwithstanding any other provision of this Contract, the Purchaser will not be required to pay any portion of the Deposit exceeding 10% of the Price unless the Purchaser has been in receipt of the Amendment (as defined in paragraph 9) for a period of at least 10 days.
  - (iii) The Balance (plus or minus the adjustments arising from the provision of paragraphs 6(b) and 8(b)(ii) hereof) shall be paid by the Purchaser to the Vendors' Solicitors or otherwise to the order of the Vendor on the Completion Date (as defined in paragraph 3(a)) by way of certified cheque or bank draft in accordance with the provisions of paragraph 6(a) hereof.
- (b) The Purchaser's negotiated cheque will constitute the Purchaser's receipt for Deposit funds paid by the Purchaser.
- (c) Subject to paragraph 2(e) hereof, the Deposit shall be dealt with by the Vendor's Solicitors or the Vendor's Agent, as the case may be, as follows:
- (i) When received, such funds will be deposited in an interest-bearing trust account with interest to accrue to the benefit of the Vendor except as otherwise expressly provided herein;
  - (ii) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall be applied to the Price and be paid to the Vendor, and interest thereon shall be paid to the Vendor;
  - (iii) If the Purchaser fails to complete the purchase of the Strata Lot, then the Deposit together with all interest earned thereon shall be paid to the Vendor;
  - (iv) If the Vendor fails to complete the sale of the Strata Lot, then the Deposit together with all interest thereon shall be paid the Purchaser and the Purchaser shall have no further claims against the Vendor.

- (d) The payment of any funds to the Vendor pursuant to paragraph 2(a) or 8(a) hereof shall not be deemed to be all inclusive liquidated damages and shall not preclude any further claims by or remedies of the Vendor against the Purchaser arising pursuant thereto.
- (e) The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Agent and Vendor's Solicitors, as applicable:
  - (i) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 28 of the *Real Estate Services Act* of British Columbia (the "Act");
  - (ii) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute or uncertainty arise regarding the obligations of the Vendor's Agent or Vendor's Solicitors with respect to the Deposit;
  - (iii) to transfer any portion of the Deposit from the trust account of the Vendor's Agent to the trust account of the Vendor's Solicitor without further authorization from, or notice to, the Purchaser, in order to facilitate closing; and
  - (iv) to remit directly to Canada Revenue Agency such non-resident withholding tax in respect of interest earned on the Deposit as may be required.
- (f) That portion, if any, of the Balance required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") shall be paid to the Vendor's Solicitors, in trust, on the Completion Date. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor on the 56th day after the Strata Lot is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, unless the Purchaser or his solicitors notify the Vendor's Solicitors in writing by 10:00 a.m. on that day that a claim of lien has been filed in the Lower Mainland Land Title Office against the Strata Lot, or proceedings have been commenced, to enforce a lien against the Lien Holdback. If such a lien has been filed or proceedings commenced, the Vendor's Solicitors will be authorized to pay into court the amount required to discharge such claims and thereafter to pay the balance of the Lien Holdback and all interest thereon to the Vendor.
- (g) If the parties have agreed that Goods and Services Tax ("GST") is included in the Price, then the Purchaser hereby agrees to apply for and specifically assign to the Vendor the GST New Housing Rebate. Should the Purchaser's claim to the GST New Housing Rebate be denied by GST authorities for any reason whatsoever, the Vendor shall not be liable in any way for having relied upon the Purchaser's declaration of entitlement. The Purchaser hereby agrees to indemnify and save the Vendor harmless from any increase in liability for GST as a result of the denial of the GST New Housing Rebate and such agreement will survive the closing of this transaction and continue indefinitely. The Purchaser will be required to confirm the foregoing by way of statutory declaration to be prepared by the Vendor and executed and delivered by the Purchaser on the closing, together with such applications for an assignment of the GST New Housing Rebate, and related documents, to the Vendor as the Vendor's Solicitors deem necessary to carry out the spirit and intent of this provision.

### 3. COMPLETION DATE

- (a) The completion of the purchase and sale of the Strata Lot shall take place on the date (the "Completion Date") specified by the Vendor which is between the fifth and twenty-fifth business day after the Vendor notifies the Purchaser or his solicitor that the Plan has been fully registered in the Lower Mainland Land Title Office and that the City of Vancouver has given permission to occupy the Strata Lot (which the Vendor estimates will occur between February and May of 2007), or such other date on which the parties may agree to complete. If the Completion Date has not occurred by May 15, 2008, then the Purchaser will have the right, if not in breach of any terms of this Contract, to cancel this Contract by written notice to the Vendor or Vendor's Solicitor, whereupon the Purchaser will be entitled to repayment of the Deposit in accordance with paragraph 2(c)(iv).

## 4. CONSTRUCTION, WARRANTIES, INSPECTION

- (a) The Purchaser acknowledges the construction and manufacturers' warranties referred to in the Disclosure Statement are the only warranties provided in connection with the Strata Lot and the common property related thereto.
- (b) The Vendor warrants that construction of the Strata Lot will be substantially in accordance with the plans and specifications set out in the Disclosure Statement. The Vendor shall have the right to make such reasonable changes in the plans and specifications and to substitute other material for that indicated in the plans and specifications comparable to or better than the materials in the specifications. If, at the option of the Vendor, there are design or finishing details left to be decided by the Purchaser, the Purchaser shall, within five days after written notice from the Vendor to the Purchaser or his/her lawyer, inform the Vendor by written notice his/her choices in respect of such details. If no written notice is received by the Vendor from the Purchaser within such five days, the Vendor shall, in its discretion, make such choices for the Purchaser.
- (c) The Purchaser and a representative of the Vendor shall together inspect the Strata Lot at a time specified by the Vendor's representative prior to the Completion Date. At the conclusion of such inspection, a comprehensive list of any defect or deficiencies (the "Deficiency List") shall be prepared and signed by both parties. The Deficiency List shall be deemed to be an agreement that on the Completion Date the Purchaser has accepted the physical condition of the Strata Lot subject only to the listed deficiencies which will be corrected by the Vendor on or before the 60th day following the date of the Deficiency List. There shall be no holdback of purchase monies to cover deficiencies.
- (d) If the area (the "Actual Area") of the Strata Lot as shown on the strata plan registered in the Lower Mainland Land Title Office varies from the area (the "Expected Area") shown on the Plan attached to the Disclosure Statement by less than 3.0% there will be no adjustment to the Price to reflect same. If the proportion by which the Actual Area varies from the Expected Area (the "Variance") exceeds 3.0%, the Price will be increased or decreased as appropriate on closing by a pro rata amount (based on the Price divided by the Expected Area of the Strata Lot) in respect of that part of the Variance which exceeds 3.0%. If the Variance exceeds 10.0%, the Purchaser may by written notice to the Vendor cancel this Contract, whereupon the Purchaser will be entitled to repayment of the Deposit as provided in paragraph 2(c)(iv) hereof.

## 5. PERMITTED ENCUMBRANCES

- (a) The Strata Lot will, on the Completion Date, be free of all encumbrances, claims, charges and liens (statutory or otherwise) save and except for those encumbrances referred to in the Disclosure Statement and the reservations, exceptions in the original grant from the Crown and the financial charges referred to in paragraph 6(a) (collectively the "Permitted Encumbrances").

## 6. CONVEYANCE, ADJUSTMENTS, RISK AND POSSESSION

- (a) The Purchaser will cause his solicitors to prepare and deliver to the Vendor's Solicitors for execution at least five days prior to the Completion Date, a statement of adjustments and a Form A Transfer of the Strata Lot. The transfer of the Strata Lot will be subject to the Vendor's financing arranged in connection with the King Edward Village development (the "Development") provided that the Vendor's Solicitors undertake to clear title of all encumbrances related to such financing within a reasonable period of time after receiving the balance of the Price due on the Completion Date. The Vendor will execute and deliver such transfer and statement of adjustments to the Purchaser's solicitors prior to the Completion Date on the condition that forthwith upon the Purchaser's solicitors obtaining a post-filing index search from the Lower Mainland Land Title Office indicating that in the ordinary course of Land Title Office procedure the Purchaser will become the registered owner of the Strata Lot subject only to the Permitted Encumbrances, the Purchaser's solicitors will cause the Balance to be paid to the Vendor's Solicitors. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry 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.

- (b) The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates and all other adjustments in respect of the Strata Lot shall be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of the entire Lands (as defined in the Disclosure Statement), the Vendor shall in its sole discretion allocate such taxes first between Phase 1 and Phase 2 (as defined in the Disclosure Statement); secondly, the portion thereof which shall be allocated to the Strata Lot shall be determined by prorating the amount allocated to Phase 2 among all of the strata lots in the Development on the basis of the applicable unit entitlement figure in each case.
- (c) The Strata Lot is to be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter the Purchaser. If the 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 will be entitled to possession of the Strata Lot on the second day following the Completion Date.

## 7. ASSIGNMENT BY PURCHASER

- (a) The Purchaser may assign his rights under this Contract provided such assignment shall have the prior approval of the Vendor or Vendor's Agent, such approval not to be unreasonably withheld. If this Contract is assigned, the Vendor or Vendor's Agent shall have the right to require the Purchaser to pay an assignment fee in the sum of \$2,500.00. The Vendor will not require any assignment fee if the Vendor is satisfied that the assignee is a spouse, parent, son, daughter, brother or sister of the Purchaser or a company controlled by the Purchaser. No assignment by the Purchaser of his interest in the Strata Lot or in this Contract shall have the effect of releasing the Purchaser from his obligations and liabilities hereunder.
- (b) Without the express written consent of the Vendor (which consent may be unreasonably withheld), the Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser in any manner before the Completion Date or, within six months after the Completion Date, by the use of any signage within a one block radius of the Development. The Purchaser acknowledges that damages would be an inadequate remedy and agrees that injunctive relief would be appropriate in respect of a breach of this provision.

## 8. MISCELLANEOUS

- (a) Time will be of the essence hereof and unless all payments on account of the 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:
  - (i) cancel this Contract by written notice to the Purchaser and in such event the amount theretofore paid by the Purchaser shall be absolutely forfeited to the Vendor subject to paragraph 2(d) hereof and the Vendor shall be entitled to be paid such amount upon written demand therefor by the Vendor; or
  - (ii) elect to complete the transaction contemplated by this Contract, in which event the Purchaser will pay to the Vendor, in addition to the Price, interest on the unpaid portion of the Price and other unpaid amounts payable hereunder at the rate of 20% per annum 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 so cancel this Contract at any time after such default by the Purchaser, even if the Vendor has previously elected to complete the transaction, so long as the Purchaser continues to be in default.

(b) The Purchaser acknowledges and agrees that:

- (i) 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, other than those contained herein and in the Disclosure Statement; and
- (ii) the Purchaser will pay all costs (including Purchaser's solicitors' fees, GST (subject to paragraph 2(g) ) and property transfer tax) in connection with the completion of the sale (including any social services tax payable in respect of any personal property included in the Price) other than the costs of the Vendor incurred in clearing title to the Strata Lot.

(c) Any notice to be given to the Purchaser will be well and sufficiently given if deposited in any post office in Vancouver, British Columbia, postage prepaid, addressed or delivered by hand or by facsimile transmission to the Purchaser's solicitors at their office or the Purchaser's address or fax number as set out above, or to such other address or fax number as the Purchaser may have last notified the Vendor in writing, and shall be deemed to have been received if delivered, when delivered and if mailed, on the fifth business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. Any delivery of notice and any tender of documents or money under this Contract may be made upon the solicitors acting for the party upon whom tender is desired. Each of the Purchaser and the Vendor may make or accept this offer by executing in counterpart a facsimile copy of this document and delivering it by facsimile or other means as if it were a notice under this paragraph. All references to any party will be read with such changes in number and gender as the context or reference requires.

(d) Pursuant to the provisions of the *Real Estate Development Marketing Act* of British Columbia (the "Act"), developers will be generally allowed to enter into insurance contracts 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 Developer may enter into an insurance contract with an approved insurer as required by the Act and to have the deposits paid by purchasers of the strata lots in Phase 2 released to the Developer, and the provisions of paragraph 2(c) and 2(e) shall be deemed to have been amended accordingly.

#### 9. AMENDMENT TO DISCLOSURE STATEMENT FOR FINANCING COMMITMENT

- (a) The Developer has obtained a commitment in respect of Phase 2 from MCAP Financial Corporation. The construction financing for Phase 2 is conditional upon a certain number of pre-sales being completed for Phase 2. Upon the satisfaction of the pre-sales requirement, the commitment in respect of financing for the Development will be unconditional. At such time, the Vendor will deliver an amendment or amendments to the Disclosure Statement (the "Amendment") to the Purchaser. The Purchaser will then promptly provide the Vendor with a signed acknowledgement of receipt of the Amendment.
- (b) If this Contract has been executed by the Purchaser before he/she has received a copy of the Amendment, or a consolidated form of disclosure statement incorporating the contents of the Amendment, then this Contract will be terminable at the option of the Purchaser for a period of seven days after receipt of the Amendment if the amendments set out therein materially affect the offering of the Strata Lot or if the Amendment is not received within nine months after acceptance by the Superintendent of Real Estate of the Disclosure Statement and the provisions of paragraph 2(c)(iv) hereof will apply. If the Vendor has not delivered the Amendment to the Purchaser within the said nine month period, this contract will be terminable at the option of the Vendor and the provisions of paragraph 2(c)(iv) will apply.





## Exhibit "I"

### REVISED CURRENT BYLAWS OF STRATA CORPORATION

#### PROPOSED NOTICE OF DIFFERENT BYLAWS OF THE STRATA CORPORATION

### **PROPOSED BYLAWS OF KING EDWARD VILLAGE**

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots. A "resident" means collectively, an owner, a tenant and an occupant and, unless the context requires otherwise, includes a non-resident owner of a strata lot. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

#### **Duties of Residents and Visitors**

1. Compliance with bylaws and rules
  - (a) All residents and visitors must comply strictly with the bylaws and rules of the strata corporation and the applicable separate section adopted from time to time.
2. Separate sections
  - (a) The owners of all apartment-style strata lots (the "Apartment Strata Lots") and all townhouse-style strata lots (the "Townhouse Strata Lots") will form a separate section within the strata corporation consisting of all the apartment-style strata lots and all the townhouse-style strata lots and bearing the name "Section 1 of The Owners, Strata Plan \_\_\_\_\_" (the "Residential Section").
  - (b) The owners of all non-residential strata lots will form a separate section within the strata corporation consisting of all the non-residential strata lots and bearing the name "Section 2 of The Owners, Strata Plan \_\_\_\_\_" (the "Commercial Section").
3. Separate types in the Residential Section
  - (a) The Residential Section shall be comprised of different types of strata lots. All the Apartment Strata Lots shall be one type of strata lot in the Residential Section and shall be referred to in these bylaws collectively, as the "Apartments". All the Townhouse Strata Lots shall be a different type of strata lot in the Residential Section and shall be referred to in these bylaws collectively, as the "Townhouses".
  - (b) A contribution to the operating fund which relates to and benefits only the Apartments shall be shared only by the owners of the Apartments. Each Apartment's share of that operating fund contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(2) to the Act.

- (c) A contribution to the operating fund which relates to and benefits only the Townhouses shall be shared only by the owners of the Townhouses. Each Townhouse's share of that operating fund contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(2) to the Act.
- (d) A contribution to the operating fund which relates to and benefits all of the strata lots in the Residential Section shall be shared by the owners of the Apartments and the Townhouses. Each strata lot's share of that operating fund contribution shall be calculated in accordance with section 99 of the Act.
- (e) A contribution to the operating fund that relates to and benefits only limited common property in the Residential Section shall be shared only by owners of the strata lots in the Residential Section entitled to use the limited common property. Each strata lot's share of the contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(1) to the Act.
- (f) Each strata lot's share of a contribution to the contingency reserve fund of the Residential Section or a special levy of the Residential Section shall be shared by all strata lots in the Residential Section in accordance the formula set forth in Regulation 6.4(3) to the Act.

4. Payment of strata fees and special levies

- (a) An owner must pay strata fees on or before the first day of each month to which the strata fees relate. An owner must provide payment of strata fees by cheque or such other means as the managing agent may provide and at the place designated by the strata corporation or the managing agent.
- (b) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (c) Where an owner fails to pay any amount owing in accordance with bylaw (a) or (b), the strata corporation may assess an interest charge of 10% per annum, compounded annually.
- (d) An owner must provide twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debits from the owner's bank account.
- (e) Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw (d) is a contravention of bylaw (d) and the strata corporation will levy a fine of \$25 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25 and an administration charge of \$25 by the strata corporation.

5. Repair and maintenance of property by owner

- (a) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of a separate section or the strata corporation, as the case may be, under these bylaws.
- (b) 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 a separate section or the strata corporation, as the case may be, under these bylaws.

## 6. Use of property

- (a) A resident or visitor must not use a strata lot, the common property or common assets in a way that
  - (i) causes a nuisance or hazard to another person,
  - (ii) causes unreasonable noise,
  - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (iv) is illegal, or
  - (v) 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.
- (b) A resident 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 a separate section or the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (c) An owner is responsible for any damage to the owner's strata lot caused by occupants, tenants or visitors.
- (d) An owner shall indemnify and save harmless a separate section or the strata corporation, as the case may be, from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by 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, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws (a), (b) and (c), any insurance deductible paid or payable by the a separate section or the strata corporation, as the case may be, shall be considered an expense not covered by the proceeds received by a separate section or the strata corporation as insurance coverage and will be charged to the owner.
- (e) A resident must not use, or permit to be used, a strata lot in the Residential Section except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 6(e), a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot in the Residential Section.
- (f) An owner or occupant in the Residential Section who alleges hardship as a result of the passage of bylaw 6(e) may appeal to the council for permission to be exempt from bylaw 6(e) on the basis of hardship and the council must not unreasonably refuse the appeal.

## 7. Pets and animals

- (a) A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- (b) A resident 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.

- (c) A resident must not keep a pet on a strata lot other than one or more of the following:
- (i) a reasonable number of fish or other small aquarium animals;
  - (ii) a reasonable number of small caged mammals;
  - (iii) up to 2 caged birds;
  - (iv) one dog;
  - (v) one cat.
- (d) A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- (e) A resident must apply to the executive council of the applicable separate section for written permission to keep a pet (a "Permitted Pet") by registering the pet with the executive council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- (f) A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- (g) A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of the executive council of the separate section, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the executive council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- (h) If a resident contravenes bylaw (g), the owner of the strata lot will be subject to a fine of \$50.00.
- (i) Notwithstanding bylaw (h), a resident whose pet contravenes bylaw (g) will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the separate section and the strata corporation to obtain the injunction, including legal costs.
- (j) A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- (k) A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.
- (l) A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- (m) A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

- (n) A resident who contravenes any of bylaws (a) to (f) (inclusive) or (j) to (m) (inclusive) will be subject to a \$50.00 fine.

8. Inform strata corporation

- (a) An owner must notify the separate section and the strata corporation of:
  - (i) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
  - (ii) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- (b) On request by the applicable separate section or the strata corporation, as the case may be, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

9. Obtain approval before altering a strata lot

- (a) An owner must obtain the written approval of the applicable separate section and the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
  - (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (vi) common property located within the boundaries of a strata lot;
  - (vii) those parts of the strata lot which a separate section or the strata corporation must insure under section 149 of the Act; and
  - (viii) wiring, plumbing, piping, heating, air conditioning and other services.
- (b) The separate section or the strata corporation must not unreasonably withhold their approval under bylaw (a), but may require as a condition of their approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the separate section and the strata corporation for any future costs in connection with the alteration.
- (c) An owner intending to apply to a separate section and the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

10. Obtain approval before altering common property

- (a) An owner must obtain the written approval of the applicable separate section and the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

- (b) An owner, as part of its application to the separate section and the strata corporation for permission to alter common property, limited common property or common assets, must:
- (i) submit, in writing, detailed plans and description of the intended alteration;
  - (ii) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the executive council and the strata council; and
  - (iii) obtain the consent of the owners by written approval of the executive council and the strata council under bylaw (a).
- (c) The separate section and the strata corporation may require, as a condition of their approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (i) that alterations be done in accordance with the design or plans approved by the executive council and the strata council or their duly authorized representatives;
  - (ii) that the standard of work and materials be not less than that of the existing structures;
  - (iii) that all work and materials necessary for the alteration be at the sole expense of the owner;
  - (iv) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by a separate section and the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
  - (v) that the owner and any subsequent owner who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the separate section and the strata corporation, their council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by a separate section and the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by a separate section or the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- (d) An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by a separate section and/or the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (e) An owner who, subsequent to the passage of bylaws (a) to (c) inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the separate section or the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The

cost of such alteration shall be added to the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

#### 11. Renovations/alterations other than original construction

- (a) An owner must give the executive council of a separate section two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Inadequate notice will result in the levy of fines.
- (b) All tradespersons must be licensed and bonded. Work by unlicensed or unbonded tradespersons will result in the levy of fines.
- (c) A resident must not permit any construction debris, materials or packaging to be deposited in a separate section's or the strata corporation's disposal containers.
- (d) An owner in the Residential Section must ensure that the delivery of any construction materials is through an entrance as designated from time to time for that purpose and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner in the Residential Section must not permit any renovations/alterations materials to be delivered through a lobby.
- (e) An owner in the Residential Section must be responsible to ensure:
  - (i) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
  - (ii) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the executive council) and the residential corridor thoroughly vacuumed daily.
- (f) Other than original construction, an owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the executive council at least five business days before the holiday date.
- (g) An owner, must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the executive council.
- (h) An owner, performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

#### 12. Permit entry to strata lot

- (a) A resident or visitor must allow a person authorized by a separate section or the strata corporation to enter the strata lot or limited common property
  - (i) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (ii) at a reasonable time, on 48 hours' written notice,
    - A. to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of a separate section or

the strata corporation, as the case may be, to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

B. to ensure a resident's compliance with the Act, bylaws and rules.

- (b) If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the separate section or the strata corporation, as the case may be.
- (c) The notice referred to in bylaw 12(a)(ii) must include the date and approximate time of entry, and the reason for entry.
- (d) Without limited the generality of bylaws 12(a) through 12(c), for purpose of maintenance, repair or renewal of the exterior of all highrise buildings, including window washing and the mounting or hooking up of equipment therefor, the owner of any strata lot shall permit the Strata Corporation and its agents to enter and have access through their respective strata lots and any limited common property appurtenant thereto.

#### Powers and Duties of the Strata Corporation and a Separate Section

##### 13. Repair and maintenance of property by strata corporation

- (a) The strata corporation must repair and maintain all of the following:
  - (i) common assets of the strata corporation;
  - (ii) common property that has not been designated as limited common property for a separate section and common property that is not appurtenant to a separate section;
  - (iii) limited common property that has not been designated as limited common property for a separate section, but the duty to repair and maintain it is restricted to
    - A. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - B. the following, no matter how often the repair or maintenance ordinarily occurs:
      - I. the structure of a building;
      - II. the exterior of a building;
      - III. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
      - IV. doors, windows and skylights on the exterior of a building or that front on common property;
      - V. fences, railings and similar structures that enclose patios, balconies and yards.

##### 14. Repair and maintenance of property by a separate section

- (a) A separate section must repair and maintain all of the following:



- (i) common assets of the separate section;
  - (ii) limited common property that has been designated for the exclusive use of a strata lot or strata lots in a separate section, but the duty to repair and maintain it is restricted to:
    - A. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - B. the following, no matter how often the repair or maintenance ordinarily occurs:
      - I. the structure of a building;
      - II. the exterior of a building;
      - III. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
      - IV. doors, windows and skylights on the exterior of a building or that front on common property;
      - V. fences, railings and similar structures that enclose patios, balconies and yards.
  - (iii) a strata lot, but the duty to repair and maintain it is restricted to
    - A. the structure of a building,
    - B. the exterior of a building,
    - C. patios, 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 common property, and
    - E. fences, railings and similar structures that enclose patios, balconies and yards.
- (b) Without limiting the generality of bylaw 14(a), each separate section must:
- (i) 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 and common property to be controlled, managed and administered by either separate section, facilities common to the separate section, or other assets of the separate section; and
  - (ii) maintain all areas common to the separate section, both internal and external, including storage areas, public halls and lobbies.

#### Council

#### 15. Council size

- (a) The strata council must have at least 5 and not more than 7 members.

- (b) If the strata council has 5 members, at least one member must be a member of the executive council of the Residential Section and at least one member must be a member of the executive council of the Commercial Section.
- (c) If the strata council has 6 or 7 members, at least two members must be members of the executive council of the Residential Section and at least two members must be members of the executive council of the Commercial Section.
- (d) The executive council of a separate section must have at least 3 and not more than 5 members.

#### 16. Council eligibility

- (a) No person may stand for executive council or strata council or continue to be on an executive council or the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (b) No person may stand for executive council or strata council or continue to be on an executive council or the strata council with respect to a strata lot if there are amounts owing to a separate section or 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.
- (c) No person may stand for executive council or strata council or continue to be on an executive council or the strata council with respect to a strata lot if there are amounts owing to a separate section or 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 for which the owner is responsible under section 131 of the Act.

#### 17. Application of bylaws

- (a) Bylaws 18 to 30 apply with the necessary changes to the executive council of a separate section and to the strata council of the strata corporation and, where the meaning requires, apply generally with the necessary changes to a separate section and the strata corporation.

#### 18. Council members' terms

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

#### 19. Removing council member

- (a) The strata corporation may, by a resolution passed by a 2/3 vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- (b) After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (c) If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the

remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

- (d) The council may appoint the remaining council members necessary to achieve a quorum, even if the absence of the members being replaced leaves the council without a quorum.
- (e) A replacement council member appointed pursuant to bylaws 19(b) and 19(d) may be appointed from any person eligible to sit on council.

## 20. Replacing council member

- (a) If a council member resigns or is unwilling or unable to act, the remaining members of council may appoint a replacement council member for the remainder of the term.
- (b) A replacement council member may be appointed from any person eligible to sit on the council.
- (c) A council may appoint a council member under bylaw 20(b) even if the absence of the member being replaced leaves the council without a quorum.
- (d) If all the members of a council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## 21. Officers

- (a) At the first meeting of a council held after each annual general meeting, a council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (b) A person may hold more than one office at a time, other than the offices of president and vice president.
- (c) The vice president has the powers and duties of the president while the president is absent.
- (d) A council may vote to remove an officer.
- (e) If an officer is removed, resigns, is unwilling or unable to act, council members may elect a replacement officer from among themselves for the remainder of the term.

## 22. Calling council meetings

- (a) 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.
- (b) The notice in bylaw 22(a) does not have to be in writing.
- (c) A council meeting may be held on less than one week's notice if
  - (i) all council members consent in advance of the meeting, or
  - (ii) the meeting is required to deal with an emergency situation, and all council members either
    - A. consent in advance of the meeting, or

B. are unavailable to provide consent after reasonable attempts to contact them.

23. Requisition of council hearing

- (a) By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- (b) Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 23(a), the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- (c) If the purpose of the hearing is to seek a decision of council, council must give the applicant a written decision within one week of the date of the hearing.

24. Quorum of council

- (a) A quorum of council is
  - (i) 3, if the council consists of 5 or 6 members, and
  - (ii) 4, if the council consists of 7 members.
- (b) Council members must be present in person at the council meeting to be counted in establishing quorum.

25. Council meetings

- (a) Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) At the option of council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (c) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (d) No person other than a member of council shall be entitled to attend a meeting of a council unless authorized by a resolution of council. During the course of a meeting of council, any person or persons (other than council members) may be excluded from such a meeting by a resolution of council.
- (e) Despite bylaw 25(d), no observers may attend those portions of council meetings that deal with any of the following:
  - (i) bylaw contravention hearings under section 135 of the Act;
  - (ii) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (iii) any other matters if the presence of observers would, in council's opinion, unreasonably interfere with an individual's privacy.

26. Voting at council meetings

- (a) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

- (b) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
  - (c) The results of all votes at a council meeting must be recorded in council meeting minutes.
27. Council to inform owners of minutes
- (a) A council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
28. Delegation of council's powers and duties
- (a) Subject to bylaws 28(b), 28(c) and 28(d), 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.
  - (b) The council may delegate its spending powers or duties, but only by a resolution that
    - (i) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
    - (ii) delegates the general authority to make expenditures in accordance with bylaw 28(c).
  - (c) A delegation of a general authority to make expenditures must
    - (i) set a maximum amount that may be spent, and
    - (ii) indicate the purposes for which, or the conditions under which, the money may be spent.
  - (d) The council may not delegate its powers to determine, based on the facts of a particular case,
    - (i) whether a person has contravened a bylaw or rule,
    - (ii) whether a person should be fined, and the amount of the fine,
    - (iii) whether a person should be denied access to a recreational facility, or
    - (iv) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.
29. Spending restrictions
- (a) 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.
30. Limitation on liability of council member
- (a) 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.
  - (b) Bylaw 30(a) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

- (c) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

### Enforcement of Bylaws and Rules

#### 31. Fines

- (a) Except where specifically stated to be otherwise in these bylaws, a separate section or the strata corporation may fine an owner or tenant:
- (i) \$50.00 for each contravention of a bylaw, and
  - (ii) \$25.00 for each contravention of a rule.
- (b) An executive council or the strata council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of a separate section or the strata corporation, as the case may be, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

#### 32. Continuing contravention

- (a) Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

### Annual and Special General Meetings

#### 33. Application of bylaws

- (a) Bylaws 34 to 38 apply with the necessary changes to the holding of general meetings and to the strata council of the strata corporation and to the holding of general meetings and to the executive council of a separate section and, where the meaning requires, apply generally with the necessary changes to the strata corporation and a separate section.

#### 34. Quorum of meeting

- (a) If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place and if within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw 34(a) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

#### 35. Person to chair meeting

- (a) Annual and special general meetings must be chaired by the president of a council.
- (b) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

- (c) If neither the president nor the vice president of a council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

### 36. Participation by other than eligible voters

- (a) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (b) Persons who are not eligible to vote, may not participate in the discussion at a meeting.
- (c) Tenants and occupants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### 37. Voting

- (a) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (b) 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.
- (c) 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.
- (d) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) An election or removal of a council member must be held by secret ballot if requested by an eligible voter.

### 38. Electronic attendance at meetings

- (a) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- (b) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

## 39. Order of business

(a) The order of business at annual and special general meetings is as follows:

- (i) certify proxies and corporate representatives and issue voting cards;
- (ii) determine that there is a quorum;
- (iii) elect a person to chair the meeting, if necessary;
- (iv) present to the meeting proof of notice of meeting or waiver of notice;
- (v) approve the agenda;
- (vi) approve minutes from the last annual or special general meeting;
- (vii) deal with unfinished business;
- (viii) 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;
- (ix) ratify any new rules made by the strata corporation under section 125 of the Act;
- (x) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (xi) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (xii) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (xiii) elect a council, if the meeting is an annual general meeting;
- (xiv) terminate the meeting.

#### Small Claims Court Proceedings

## 40. Authorization to proceed

- (a) The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation or a separate section, 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 or a separate section, as the case may be, is required 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.

#### Marketing Activities by Owner Developer

## 41. Display lot



- (a) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs. Bylaws 42(a) to 42(c) do not apply to the owner developer.
- (b) 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.

#### Marketing Activities by Owners and Occupants

##### 42. Sale of a strata lot

- (a) Subject to bylaw 41(a), real estate signs must not be displayed in a strata lot or on common property, including limited common property, except in the location designated by the strata corporation for real estate signs.
- (b) The strata corporation will provide a common display post at each entrance to the common property.
- (c) An owner must ensure that real estate signs:
  - (i) on the sign post are no larger than 8" in height and 24" in width;
  - (ii) display the number of the suite being sold;
  - (iii) are not placed anywhere except on the sign post; and
  - (iv) are for the purpose of selling a suite only, not for advertising rentals.

#### Insurance

##### 43. Insuring against major perils

- (a) The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

#### Storage

##### 44. Storage lockers and bicycle storage

- (a) Designated bicycle rack and storage lockers are for residents in the Residential Section only. A resident in the Residential Section must store bicycles and tricycles in designated bicycle rack and storage lockers.
- (b) A resident in the Residential Section must not store any hazardous or flammable substances in storage lockers.

#### Parking

##### 45. Parking

- (a) A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset, unless authorized in writing by the executive council of a separate section.

- (b) A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- (c) A resident storing a vehicle must provide to a separate section proof of valid insurance on the commencement date of the storage and on request thereafter.
- (d) An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant.
- (e) A resident must park only in the parking stall assigned to the resident.
- (f) A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- (g) Any resident's vehicle parked in violation of bylaw 45(f) will be subject to removal by a towing company authorized by the executive council of the applicable separate section in the case of limited common property and the strata council in the case of common property, and all costs associated with such removal will be charged to the owner of the strata lot.
- (h) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (i) A resident or visitor operating a vehicle on the common property must activate the vehicle's headlights and not exceed 10 km/hour.
- (j) A resident in the Residential Section must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area.
- (k) A person washing a vehicle must keep audio volume low.
- (l) A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

#### Moving

#### 46. Move in/out procedures for residents in the Residential Section

- (a) An owner in the Residential Section must conform and ensure that any tenants conform to the Move In and Move Out rules established from time to time by the executive council of the Residential Section.
- (b) A resident in the Residential Section must provide notice to the Residential Section of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- (c) A resident using an elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner.
- (d) A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.

- (e) Immediately upon completion of any move, a resident must ensure that all common areas are left damage free and clean.
- (f) Each time an owner or tenant moves into a strata lot in the Residential Section, the owner must pay to the Residential Section a move-in fee of \$100.00. The first move-in is exempt from this move-in fee.

#### Appearance of strata lots

#### 47. Cleanliness

- (a) A resident must not allow a strata lot or any limited common property appurtenant thereto to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property, including limited common property. Any expenses incurred by a separate section and the strata corporation to remove such refuse will be charged to the strata lot owner.
- (b) A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

#### Rentals

#### 48. Residential rentals

- (a) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and the applicable separate section and a Notice of Tenant's Responsibilities in Form K.
- (b) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

#### Visitors and Children

#### 49. Supervision

- (a) Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the strata council, that will not disturb the rights of quiet enjoyment of others.
- (b) Residents are responsible to assume liability for and properly supervise activities of children.

#### 50. Miscellaneous

- (a) A resident or visitor must not smoke on common property.
- (b) A resident or visitor must not use or store barbecues on common property or use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or other like cooking device is powered by propane or electricity and such barbecue, hibachi or other like cooking device will not be used except in accordance with the rules made by the separate section from time to time.



Strata Lot No.	Type of Strata Lot (Residential or Non residential)	Sheet No.	Number of Votes
268	Residential		1
269	Residential		1
270	Residential		1
271	Residential		1
272	Residential		1
273	Residential		1
274	Residential		1
275	Residential		1
276	Residential		1
277	Residential		1
278	Residential		1
279	Residential		1
280	Residential		1
281	Residential		1
282	Residential		1
283	Residential		1
284	Residential		1
285	Residential		1
286	Residential		1
287	Residential		1
288	Residential		1
289	Residential		1
290	Residential		1
291	Residential		1
292	Residential		1
293	Residential		1
294	Residential		1
295	Residential		1
296	Residential		1
297	Residential		1
298	Residential		1
299	Residential		1
300	Residential		1
301	Residential		1
302	Residential		1
303	Residential		1
304	Residential		1
305	Residential		1
306	Residential		1
307	Residential		1
308	Residential		1
309	Residential		1
310	Residential		1
311	Residential		1
312	Residential		1
313	Residential		1
314	Residential		1
315	Residential		1
316	Residential		1

Strata Lot No.	Type of Strata Lot (Residential or Non residential)	Sheet No.	Number of Votes
	Residential		1
317	Residential		1
318	Residential		1
319	Residential		1
320	Residential		1
321	Residential		1
322	Residential		1
323	Residential		1
324	Residential		1
325	Residential		1
326	Residential		1
327	Residential		1
328	Residential		1
329	Residential		1
330	Residential		1
331	Residential		1
332	Residential		1
333	Residential		1
334	Residential		1
335	Residential		1
336	Residential		1
337	Residential		1
338	Residential		1
339	Residential		1
340	Residential		1
341	Residential		1
342	Residential		1
343	Residential		1
344	Residential		1
345	Residential		1
346	Residential		1
347	Residential		1
348	Residential		1
349	Residential		1
350	Residential		1
351	Residential		1
352	Residential		1
353	Residential		1
354	Residential		1
355	Residential		1
356	Residential		1
357	Residential		1
358	Residential		1
359	Residential		1
360	Residential		1
361	Residential		1
362	Residential		1
363	Residential		1
364	Residential		1
365	Residential		1