


Strata Property Act
FORM B
INFORMATION CERTIFICATE
(Section 59)

The Owners, Strata Plan LMS 4512 certify that the information contained in this certificate with respect to Strata Lot 105 is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above. \$259.26
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*)? \$568.52
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets? ☒ no ☐ yes [attach copy of all agreements]
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved? \$0.00
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year as at July 30/2008 \$0.00
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund as at July 30/2008 \$150,166.97
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office?
☒ no ☐ yes [attach copy of all amendments]
- (h) Are there any resolutions passed by a 3/4 vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office?
☒ no ☐ yes [attach copy of all resolutions]
- (i) Has notice been given for any resolutions, requiring a 3/4 vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?
☒ no ☐ yes [attach copy of all notices]
- (j) Is the strata corporation party to any court proceeding or arbitration, and/or are there any judgments or orders against the strata corporation?
☒ no ☐ yes [attach details]
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?
☒ no ☐ yes [attach copies of all notices or work orders]
- (l) Number of strata lots in the strata plan that are rented : 2

Dated: this 14th of August 2008.

ON BEHALF OF OWNERS' STRATA PLAN LMS 4512



MICHAEL ROACH
STRATA MANAGER
ASCENT REAL ESTATE MANAGEMENT CORPORATION

To Whom It May Concern:

RE: STRATA PLAN _____ lms4512 _____

Current Budget is not available at this point in time.

_____ x _____

Rental Disclosure Statement is not available at this point in time.

_____ x _____

Rules & Regulations are not available at this point in time.

Ascent Real Estate Management Corporation

2176 Willingdon Avenue, Burnaby, BC V5C 5Z9

Telephone: 604-431-1800 Fax: 604-431-1818

River's Reach (lms4512)
Balance Sheet
As at July 31, 2008

ASSETS

Current Assets

Bank - Previous Management	320.03
Bank - Operating	5,389.91
Bank - Contingency Reserve Fund	150,166.97
Petty Cash	300.00
Accounts Receivable - Operating	21,685.01
Prepaid Expenses	1,846.07

Total Current Assets	<u>179,707.99</u>
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Fixed Assets

Equipment	24,000.10
Accumulated Depreciation-Equip.	(15,886.51)

Total Fixed Assets	<u>8,113.59</u>
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TOTAL ASSETS	<u>187,821.58</u>
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LIABILITIES AND OWNER'S EQUITY

LIABILITIES

Total Liabilities	<u>0.00</u>
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OWNERS' EQUITY

Operating Fund - Prior Year (RE)	4,074.33
Operating Fund - Current Year	25,466.69
Contingency Reserve Funds (Reserve)	150,166.97
Equity in Capital Assets	8,113.59

Total Owners' Equity	<u>187,821.58</u>
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TOTAL LIABILITIES AND OWNER'S EQUITY	<u>187,821.58</u>
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Strata Plan LMS4512 (lms4512)

Budget

March 1, 2008 - February 28, 2009

Account		Annual Budget
Income		
Operating Income (Strata)	3000-0000	306,497.24
Contingency Reserve Income	3010-0000	50,200.00
Interest Income	3030-0000	190.00
Move In/Out Fee	3040-0000	5,000.00
Filter Income	3045-0000	480.00
Parking Income	3050-0000	3,960.00
Keys/Remotes Income	3055-0000	1,500.40
Total Income		367,827.64
Expense		
Agent Fee	4000-0000	27,198.00
Legal/consulting fees	4010-0000	500.00
Accounting Fees	4011-0000	1,050.00
Photocopying/Postage	4012-0000	3,450.00
Bank Charges	4015-0000	150.00
Miscellaneous	4016-0000	1,200.00
Administration	4018-0000	1,330.00
Choa/Membership	4021-0000	550.00
Insurance	4040-0000	41,500.00
Electricity	4050-0000	25,500.00
Garbage Collection	4056-0000	7,500.00
Gas	4058-0000	65,500.00
Security	4106-0000	4,000.00
Alarm Monitoring	4108-0000	7,380.00
Doors & Locks	4112-0000	500.00
Elevator	4130-0000	3,814.00
Mechanical Contract Services	4147-0000	2,285.00
Garage Door Maintenance	4148-0000	2,200.00
Repairs & Maintenance - Interior	4160-0010	1,750.00
Repairs & Maintenance - Exterior	4160-0020	5,900.00
Repairs & Maintenance - Plumbing	4160-0030	3,000.00
Window Repairs	4161-0000	1,000.00
R & M - Carpet Cleaning	4162-0000	2,400.00
R & M - Grounds/Parking	4165-0000	6,200.00
R & M - Electrical	4172-0000	3,700.00
R & M - Plumbing/Heating	4174-0000	2,800.00
Engineers Report	4181-0000	2,520.00
Window Cleaning	4220-0000	5,875.00
Pest Control	4222-0000	400.00
Eaves-Trough/Gutter Cleaning	4223-0000	2,940.00
Dryer Vents Cleaning	4225-0000	3,150.00
Landscaping	4300-0000	21,630.00
Ground Repairs	4300-0015	12,035.00
Snow Removal	4310-0000	800.00
Irrigation System	4315-0000	1,000.00
Swimming Pool	4410-0000	4,431.00
Caretakers Wages	4500-0000	39,690.00
Telephone Expenses	4522-0000	800.00
Total Expense		317,628.00
Surplus(deficit) from operations		50,199.64
Contingency Reserve Transfer	4800-0000	50,200.00
Total operating surplus(deficit)		(0.36)

River's Reach (Ims4512)
Income Statement
Unaudited for 5 periods
For the period ending July 31, 2008

Account		MTD Actual	MTD Budget	YTD Actual	YTD Budget	\$ Variance	Annual Budget
Income							
Operating Income (Strata)	3000-0000	25,541.44	25,541.44	127,708.52	127,707.20	1.32	306,497.24
Contingency Reserve Income	3010-0000	4,183.33	4,183.33	20,915.33	20,916.65	(1.32)	50,200.00
Interest Income	3030-0000	27.30	15.83	72.78	79.15	(6.37)	190.00
Move In/Out Fee	3040-0000	0.00	416.67	3,600.00	2,083.35	1,516.65	5,000.00
Filter Income	3045-0000	0.00	40.00	25.00	200.00	(175.00)	480.00
Parking Income	3050-0000	3,120.00	330.00	3,120.00	1,650.00	1,470.00	3,960.00
Keys/Remotes Income	3055-0000	0.00	125.03	60.00	625.15	(565.15)	1,500.40
Total Income		32,872.07	30,652.30	155,501.63	153,261.50	2,240.13	367,827.64
Expense							
Agent Fee	4000-0000	2,677.50	2,266.50	11,655.02	11,332.50	(322.52)	27,198.00
Legal/consulting fees	4010-0000	0.00	41.67	343.63	208.35	(135.28)	500.00
Accounting Fees	4011-0000	682.50	87.50	1,349.36	437.50	(911.86)	1,050.00
Photocopying/Postage	4012-0000	0.00	287.50	1,077.39	1,437.50	360.11	3,450.00
Bank Charges	4015-0000	37.50	12.50	67.50	62.50	(5.00)	150.00
Miscellaneous	4016-0000	80.88	100.00	118.30	500.00	381.70	1,200.00
Administration	4018-0000	0.00	110.83	535.97	554.15	18.18	1,330.00
Choa/Membership	4021-0000	0.00	45.83	550.00	229.15	(320.85)	550.00
Insurance	4040-0000	0.00	3,458.33	9,404.52	17,291.65	7,887.13	41,500.00
Electricity	4050-0000	0.00	2,125.00	3,401.00	10,625.00	7,224.00	25,500.00
Garbage Collection	4056-0000	8.53	625.00	3,261.31	3,125.00	(136.31)	7,500.00
Gas	4058-0000	0.00	5,458.33	15,727.99	27,291.65	11,563.66	65,500.00
Security	4106-0000	0.00	333.33	714.83	1,666.65	951.82	4,000.00
Alarm Monitoring	4108-0000	0.00	615.00	737.76	3,075.00	2,337.24	7,380.00
Doors & Locks	4112-0000	0.00	41.67	407.34	208.35	(198.99)	500.00
Elevator	4130-0000	326.72	317.83	1,633.60	1,589.15	(44.45)	3,814.00
Mechanical Contract Services	4147-0000	1,042.65	190.42	272.65	952.10	679.45	2,285.00
Garage Door Maintenance	4148-0000	0.00	183.33	201.79	916.65	714.86	2,200.00
Repairs & Maintenance - Interior	4160-0010	31.64	145.83	62.80	729.15	666.35	1,750.00
Repairs & Maintenance - Exterior	4160-0020	3,139.50	491.67	5,365.50	2,458.35	(2,907.15)	5,900.00
Repairs & Maintenance - Plumbing	4160-0030	0.00	250.00	1,830.15	1,250.00	(580.15)	3,000.00
Window Repairs	4161-0000	0.00	83.33	502.21	416.65	(85.56)	1,000.00
R & M - Carpet Cleaning	4162-0000	0.00	200.00	135.45	1,000.00	864.55	2,400.00
R & M - Grounds/Parking	4165-0000	0.00	516.67	11,612.51	2,583.35	(9,029.16)	6,200.00
R & M - Electrical	4172-0000	0.00	308.33	236.99	1,541.65	1,304.66	3,700.00
R & M - Plumbing/Heating	4174-0000	0.00	233.33	(1,200.00)	1,166.65	2,366.65	2,800.00
Engineers Report	4181-0000	0.00	210.00	0.00	1,050.00	1,050.00	2,520.00
Window Cleaning	4220-0000	0.00	489.58	3,774.75	2,447.90	(1,326.85)	5,875.00
Pest Control	4222-0000	0.00	33.33	357.00	166.65	(190.35)	400.00
Eaves-Trough/Gutter Cleaning	4223-0000	0.00	245.00	2,934.75	1,225.00	(1,709.75)	2,940.00
Dryer Vents Cleaning	4225-0000	0.00	262.50	2,039.63	1,312.50	(727.13)	3,150.00
Landscaping	4300-0000	4,354.70	1,802.50	11,164.51	9,012.50	(2,152.01)	21,630.00
Ground Repairs	4300-0015	0.00	1,002.92	62.84	5,014.60	4,951.76	12,035.00
Snow Removal	4310-0000	0.00	66.67	0.00	333.35	333.35	800.00
Irrigation System	4315-0000	0.00	83.33	893.98	416.65	(477.33)	1,000.00
Swimming Pool	4410-0000	369.22	369.25	1,846.10	1,846.25	0.15	4,431.00
Caretakers Wages	4500-0000	3,150.00	3,307.50	15,750.00	16,537.50	787.50	39,690.00
Telephone Expenses	4522-0000	0.00	66.67	290.48	333.35	42.87	800.00
Total Expense		15,901.34	26,468.98	109,119.61	132,344.90	23,225.29	317,628.00
Surplus(deficit) from operations		16,970.73	4,183.32	46,382.02	20,916.60	25,465.42	50,199.64
Contingency Reserve Transfer	4800-0000	4,183.33	4,183.33	20,915.33	20,916.65	1.32	50,200.00
Total operating surplus(deficit)		12,787.40	(0.01)	25,466.69	(0.05)	25,464.10	(0.36)



REAL ESTATE BOARD
OF GREATER VANCOUVER

**LAND TITLE
SEARCH RESULT**

FROM: Real Estate Board of Greater Vancouver
2433 Spruce St.
Vancouver, British Columbia
V3T 4W4

Telephone: (604) 730-3010

Facsimile: (604) 730-3100

Requested by: MLS Department

Page Count: 7 (including this page)

Date: August 7, 2008

Transaction: 19953-0038

Your Reference: Sheri E. Goldman
Sutton Grp-West Coast Realty
(O): 604-267-3800, (F):

MLS: V727119

Route: DN0150

Listing Address: # 219 5700 ANDREWS RD, CITY OF RICHMOND
(as entered by REBGV)

For Your Information:

The Registered Owner address shown on the title may not reflect the legal address of the property. It is the mailing address of the owner for tax billing purposes.

NEW WESTMINSTER LAND TITLE OFFICE TITLE NO: BW216085
DECLARED VALUE 327000 FROM TITLE NO: BT351043

APPLICATION FOR REGISTRATION RECEIVED ON: 21 MAY, 2004
ENTERED: 08 JUNE, 2004

REGISTERED OWNER IN FEE SIMPLE:

DIMITRY KUPERMAN, 3D COMPUTER ANIMATOR
ANNA KUPERMAN, REGISTERED NURSE
#219 - 5700 ANDREWS ROAD
RICHMOND, BC
V7E 6N7
AS JOINT TENANTS

TAXATION AUTHORITY:

CITY OF RICHMOND

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 025-426-524
STRATA LOT 105 SECTION 12 BLOCK 3 NORTH RANGE 7 WEST NEW WESTMINSTER
DISTRICT STRATA PLAN LMS4512 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS
SHOWN ON FORM V

LEGAL NOTATIONS:

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE BR11408

HERETO IS ANNEXED EASEMENT BH379541 OVER (PLAN LMP19788) LOT D
PLAN LMP19785

HERETO IS ANNEXED EASEMENT BH379542 OVER (PLAN LMP19788) LOT E
PLAN LMP19785

HERETO IS ANNEXED EASEMENT BH379559 OVER (PLAN LMP19789) LOT B
PLAN LMP19785

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER DATE TIME

COVENANT

BH379503 1994-10-24 12:22

REGISTERED OWNER OF CHARGE:

CITY OF RICHMOND AND

THE CROWN IN RIGHT OF BRITISH COLUMBIA

BH379503

REMARKS: SECTION 215 L.T.A.

INTER ALIA

MODIFIED BY BK268624

MODIFIED BY BK268622

COVENANT

BK268624 1996-08-26 11:05

REMARKS: INTER ALIA

MODIFICATION OF BH379503

COVENANT

BR146596 2001-06-18 11:02

REGISTERED OWNER OF CHARGE:

CITY OF RICHMOND

BR146596

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BR222628 2001-08-28 12:28

REGISTERED OWNER OF CHARGE:

SHAW CABLESYSTEMS COMPANY

INCORPORATION NO. 50762A

BR222628

REMARKS: INTER ALIA

MORTGAGE

BW216086 2004-05-21 11:36

REGISTERED OWNER OF CHARGE:

CIBC MORTGAGES INC.

INCORPORATION NO. 33457-A

BW216086

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

Strata plan: LMS4512

NEW WESTMINSTER LAND TITLE OFFICE
COMMON PROPERTY STRATA PLAN: LMS4512

LEGAL NOTATIONS:

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE BR11408

HERETO IS ANNEXED EASEMENT BR268385 OVER (PLAN LMP51496)
LOT C EXCEPT FIRSTLY: PHASE ONE STRATA PLAN LMS4512 PLAN LMP19785
MERGED BY PHASE TWO STRATA PLAN LMS4512

HERETO IS ANNEXED EASEMENT BH379541 OVER (PLAN LMP19788) LOT D

PLAN LMP19785

HERETO IS ANNEXED EASEMENT BH379542 OVER (PLAN LMP19788) LOT E
PLAN LMP19785

HERETO IS ANNEXED EASEMENT BH379559 OVER (PLAN LMP19789) LOT B
PLAN LMP19785

MISCELLANEOUS NOTES

SRW PLAN LMP19788

SRW PLAN LMP19789

SRW PLAN LMP23926

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER DATE TIME

COVENANT

BH379503 1994-10-24 12:22

REGISTERED OWNER OF CHARGE:

CITY OF RICHMOND AND

THE CROWN IN RIGHT OF BRITISH COLUMBIA

BH379503

REMARKS: SECTION 215 L.T.A.

INTER ALIA

MODIFIED BY BK268624

MODIFIED BY BK268622

EASEMENT

BH379540 1994-10-24 12:32

REMARKS: INTER ALIA

PLAN LMP19788 APPURTENANT TO LOTS D AND E

PLAN LMP19785 SEE BH379538

COVENANT

BH379545 1994-10-24 12:32

REGISTERED OWNER OF CHARGE:

CITY OF RICHMOND

BH379545

REMARKS: INTER ALIA

SECTION 215 L.T.A. PLAN LMP19788

SEE BH379538

EASEMENT

BH379560 1994-10-24 12:33

REMARKS: INTER ALIA

PLAN LMP19789 APPURTENANT TO LOT B PLAN LMP19785

SEE BH379559

STATUTORY RIGHT OF WAY

BH379561 1994-10-24 12:33

REGISTERED OWNER OF CHARGE:

CITY OF RICHMOND

BH379561

REMARKS: PLAN LMP19789

SEE BH379559 INTER ALIA

STATUTORY RIGHT OF WAY

BJ182215 1995-06-22 14:13

REGISTERED OWNER OF CHARGE:

CITY OF RICHMOND

BJ182215

REMARKS: INTER ALIA

PART PLAN LMP23926

COVENANT

BK268624 1996-08-26 11:05

REMARKS: INTER ALIA

MODIFICATION OF BH379503

COVENANT

BR146596 2001-06-18 11:02

REGISTERED OWNER OF CHARGE:

CITY OF RICHMOND

BR146596

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BR222628 2001-08-28 12:28

REGISTERED OWNER OF CHARGE:

SHAW CABLESYSTEMS COMPANY

INCORPORATION NO. 50762A

BR222628

REMARKS: INTER ALIA

EASEMENT

BR268384 2001-10-11 14:36

REMARKS: APPURTENANT TO LOT C EXCEPT FIRSTLY: PHASE ONE

STRATA PLAN LMS4512 PLAN LMP19785

MERGED BY PHASE TWO STRATA PLAN LMS4512

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, I.T.A."

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

PARCEL IDENTIFIER(PID): 025-426-524

SHORT LEGAL DESCRIPTION: S/IMS4512/////105

MARG:

MISCELLANEOUS NOTES:



Date of disclosure: August 6, 2008

The following is a statement made by the seller concerning the property or strata unit located at:

ADDRESS/STRATA UNIT # 219 5700 Andrews Road

Richmond, B.C.

V7E 6N7

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer. "Unit" is defined as the living space, including limited common property, being purchased. "Common Property" includes buildings or spaces accessible to all owners. "Property" is defined as the land on which the Unit and Common Property is constructed.

THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.

1. GENERAL		YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Is the Property connected to a public sanitary sewer system?		<u>PK</u>			
B. Is the Property connected to a public water system?		<u>PK</u>			
C. Is the Property connected to a private or a community water system?			<u>PK</u>		
(i) If yes, are you aware of any problems with the private or community water system?			<u>PK</u>		
D. Is the Property serviced by a private well?			<u>PK</u>		
(i) If yes, are you aware of any problems with the private well?			<u>PK</u>		
E. Are you aware of any underground oil storage tank(s) on the Property?			<u>PK</u>		
F. Is the Property serviced by a septic system/lagoon?			<u>PK</u>		
(i) If yes, are you aware of any problems with the septic system/lagoon?					
(ii) If the system was installed after May 31, 2005, are maintenance records available?					
G. (i) Has this Unit been previously occupied?		<u>PK</u>			
(ii) Are you the "owner developer" as defined in the Strata Property Act?					
H. Nature of Interest/Ownership					
Freehold <input checked="" type="checkbox"/> Time Share <input type="checkbox"/> Leasehold <input type="checkbox"/>					
Undivided <input type="checkbox"/> Bare Land <input type="checkbox"/> Cooperative <input type="checkbox"/>					
I. Management Company <u>Interlink Ascent Realty</u>					
Name of Manager <u>Manmoh Atwal</u> Telephone <u>431-1800</u>					
Address					
J. Strata Council President's Name					
Telephone					
K. Strata Council Secretary Treasurer's Name					
Telephone					
L. Are the following documents available?		NO	Yes, Can Be Obtained From		
Bylaws	<input type="checkbox"/>	<u>SEE REALTOR</u>			
Rules/Regulations	<input type="checkbox"/>	<u>//</u>			
Year-to-date Financial Statements	<input type="checkbox"/>	<u>//</u>			
Current Year's Operating Budget	<input type="checkbox"/>	<u>//</u>			
All Minutes of Last 24 Months Including Council, Special and AGM Minutes	<input type="checkbox"/>	<u>//</u>			
Engineer's Report and/or Building Envelope Analysis	<input type="checkbox"/>	<u>//</u>			
M. What is the monthly strata fee per month? \$ <u>247.15 259.26</u>					
	YES	NO	DO NOT KNOW	DOES NOT APPLY	
Does this include: Management?	<u>PK</u>				Recreation?
Heat?		<u>PK</u>			Cable?
Hot Water?	<u>PK</u>				Gardening?
Gas Fireplace?	<u>PK</u>				Caretaker?
Garbage?	<u>PK</u>				Water?
Sewer?	<u>PK</u>				Other?

ADDRESS/STRATA UNIT # 219 5700 Andrews Road

Richmond, B.C.

V7E 6N7

1. GENERAL: (continued)		YES	NO	DO NOT KNOW	DOES NOT APPLY
N.	(i) Number of Unit parking stalls <u>2</u> included and specific numbers <u>151, 152</u> (ii) Are these (a) Limited Common Property? <input type="checkbox"/> (b) Rented? <input type="checkbox"/> (c) Assigned by Strata Corporation? <input checked="" type="checkbox"/>				
O.	Storage Locker? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Number(s) <u>24</u> Is there additional common storage? <u>PK</u>				
P.	Does the Unit have any equipment leases or service contracts; i.e., security systems, water purification, etc.?		<u>PK</u>		
Q.	Are you aware of any pending strata corporation policy or bylaw amendment(s) which may alter or restrict the uses of the Unit?		<u>PK</u>		
R.	Are you aware of any pet restrictions?	<u>PK</u>	<u>PK</u>		
S.	Are you aware of any rental restrictions?	<u>PK</u>			
T.	Are you aware of any age restriction?		<u>PK</u>		
U.	Are you aware of any other restrictions? If so, provide details on page 3, Section 3 Additional Comments.		<u>PK</u>		
V.	Are you aware of any special assessment(s) voted on or proposed? (i) For how much?		<u>PK</u>		
W.	Have you paid any special assessment(s) in the past 5 years? (i) For how much?		<u>PK</u>		
X.	Are you aware of any current or pending local improvement levies/charges?		<u>PK</u>		
Y.	Are you aware of any pending litigation or claim affecting the Property or Unit from any person or public body?		<u>PK</u>		
Z.	Was this Unit constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , with construction commencing, or a building permit applied for, after July 1, 1999? (If so, attach Owner Builder Declaration and Disclosure Notice.)	<u>PK</u>	<u>PK</u>		
AA.	Is this Unit or related common property covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?	<u>PK</u>			
BB.	Are you aware of any agreement that provides for future payment or possible payment of monies to you in your capacity as the current owner of the Unit?		<u>PK</u>		
CC.	Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) in respect of the Property or Unit?		<u>PK</u>		
DD.	Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(ii) in respect of the Property or Unit?		<u>PK</u>		

For the purposes of Clauses 1.CC and 1.DD. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

(a) a defect that renders the real estate

(i) dangerous or potentially dangerous to the occupants

(ii) unfit for habitation

<u>PK</u>		
-----------	--	--

INITIALS

ADDRESS/STRATA UNIT # 219 5700 Andrews Road

Richmond, B.C.

V7E 6N7

2. STRUCTURAL: (Respecting the Unit and Common Property.)

	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Has a final building inspection been approved or a final occupancy permit been obtained?	PK			
B. Are you aware of any additions or alterations made without a required permit?		PK		
C. Are you aware of any structural problems with any of the buildings on the Property?		PK		
D. Are you aware of any problems with the heating and/or central air conditioning system?		PK		
E. Are you aware of any damage due to wind, fire or water?		PK		
F. Are you aware of any infestation or unrepaired damage by insects or rodents?		PK		
G. Are you aware of any leakage or unrepaired damage?		PK		
H. Are you aware of any problems with the electrical system?		PK		
I. Are you aware of any problems with the plumbing system?		PK		
J. Are you aware if the Unit, or any other unit, or the Property have been used as a marijuana grow operation or to manufacture illegal drugs?		PK		
K. Are you aware of any problems with the swimming pool and/or hot tub?		PK		
L. Are there any agreements under which the owner of the Unit assumes responsibility for the installation and/or maintenance of alterations to the Unit or Common Property?		PK		
M. Are you aware of any additions, alterations or upgrades made to the Unit that were not installed by the original developer?		PK		

3. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary.)

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____. The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries. The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an inspection service of the buyer's choice.

The buyer acknowledges that all measurements are approximate. The buyer should obtain a strata plan drawing from the Land Title Office or retain a professional home measuring service if the buyer is concerned about the size.

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the strata unit or property.

PK

INITIALS

BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL

REQUESTED: 2008-06-25 09:22

CLIENT NAME: ASCENT REAL ESTATE MANAGEMENT C
ADDRESS: 2176 WILLINGDON AVENUE
URNABY BC V5C 5Z9

PICK-UP INSTRUCTIONS:

USER ID: PA25791 APPLICATION NO.: BB94832 NW PAGES: 002
ACCOUNT NO.: 398880
REFERENCE NO.: F81098 FOLIO NO.:

REMARKS:

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

-8 JUN 2007 10 25

BB094832

June 6, 2007

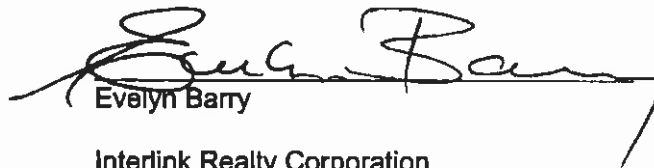
REGISTRAR
LAND TITLE OFFICE
Suite 300 - 88 - 6th Street
New Westminster, BC V3L 5B3

24 07/06/08 10:26:15 05 LH 780180
DOC Filing \$21.75
Land Title and Survey Authority
of British Columbia
JUN 08 2007
New Westminster

Please receive herewith, the following document(s) for filing:

STRATA CORPORATION AMENDMENT TO BYLAWS, FORM I

Kindly return one copy of Form I in the stamped self-addressed envelope provided.


Evelyn Barry

Interlink Realty Corporation
200 - 5771 No. 3 Road
Richmond, BC V6X 2C9
Tel: (604) 271-3888

FORM I
AMENDMENT TO BYLAWS

Strata Property Act (Section 128)

The Owners, Strata Plan LMS4512
[the registration number of the strata plan]

certify that the following or attached amendments to the bylaws of the strata corporation
were approved by a resolution passed in accordance with section 128 of the Strata
Property Act at an annual or special general meeting held on April 25, 2007*.
[month day, year]
[wording of bylaw amendment]

Existing Bylaws that are subject to amendment:

- 41.2 *A resident must provide notice to the property management company of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 8:00 p.m., Monday through Friday and 10:00 a.m. to 8:00 p.m. on Saturdays, Sundays and statutory holidays.*
- 41.3 *A resident must make arrangements with the property management company to place protective padding in the elevator when moving in or out.*
- 41.7 *A moving fee of \$75 is payable upon each move (in or out) to cover the cost of wear and tear on the building.*
- 41.8 *A resident contravening any of bylaws 41.1 to 41.6 (inclusive) shall be subject to a fine of \$50.*

WHEREAS a strata corporation pursuant to Section 128 of the *Strata Property Act*, S.B.C. 1998 may amend its bylaws;

AND WHEREAS THE OWNERS, STRATA PLAN LMS4512 wish to amend their bylaws;

NOW THEREFORE BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS, STRATA PLAN LMS4512 (the Strata Corporation) that the bylaws of the Strata Corporation be and are hereby amended to read as follows:

- 41.2 A resident must provide notice, as directed by the Strata Corporation, of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 8:00 p.m., Monday through Friday and 10:00 a.m. to 8:00 p.m. on Saturdays, Sundays and statutory holidays.
- 41.3 A resident must comply with the Rules of the Strata Corporation to book the use of the elevator when moving in or out.
- 41.7 A Move-In Fee of \$300 is payable upon each move-in to cover the cost of wear and tear on the building.
- 41.8 A resident contravening any of bylaws 41.1 to 41.6 (inclusive) shall be subject to a fine of \$200.



Signature of Council Member



Signature of Second Council Member

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL

REQUESTED: 2008-06-25 09:22

CLIENT NAME: ASCENT REAL ESTATE MANAGEMENT C
ADDRESS: 2176 WILLINGDON AVENUE
URNABY BC V5C 5Z9

PICK-UP INSTRUCTIONS:

USER ID: PA25791 APPLICATION NO.: BW162512 NW PAGES: 025
ACCOUNT NO.: 398880
REFERENCE NO.: F81098 FOLIO NO.:

REMARKS:

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

22 APR 2004 15 12

BW162512


REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

April 22, 2004

Please receive herewith the following document(s) for filing: 04/04/22 15:11:32 02 LH
DOC FILE

535254
\$20.00

AMENDMENT TO BYLAWS


Signature

SOUTHVIEW PROPERTY

203-7080 RIVER ROAD

RICHMOND, BC V6X 1X5

**DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.**

DYE & DURHAM

Client # 11061

ATTN: ZEKE GITALIS

PHONE: 604-270-8811

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS 4512 certify that the attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on the 1st. day of April, 2004.

NOW THEREFORE BE IT RESOLVED by a 3/4 vote of **THE OWNERS, STRATA PLAN LMS 4512** (the "Strata Corporation") that the bylaws of the Strata Corporation be and are hereby amended as follows:

1. the bylaws filed in the Land Title Office on October 11, 2001 under registration no. BR268381 be repealed;
2. the bylaws attached hereto be substituted therefor.



.....
Signature of Council Member



.....
Signature of Second Council Member

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

BYLAWS

Preamble

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 "a resident" means collectively, an owner, a tenant and an occupant. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$ _50_ for each contravention of bylaw 2.1.
- 2.3 An owner must provide the strata corporation or its agent with 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 debit from the owner's bank account.
- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$ _50_ for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$ _25_ and an administration charge of \$ _15_.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a special levy on the due date will result in a fine of \$ _50_ for each contravention of bylaw 2.5.

- 2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3. Repair and maintenance of property by owner

- 3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4. Use of property

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
 - (f) causes undue noise between the hours of 11:00pm and 7:00am (no use of garburators or major household appliances)
- 4.2 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 the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 4.3 An owner is responsible for any damage caused by occupants, tenants, visitors or pets to the owner's strata lot, limited common property or common property
- 4.4 An owner shall indemnify and save harmless the strata corporation 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 4.1, 4.2 and 4.3, any

insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

- 4.5 A resident must not use, or permit to be used, the strata lot 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 4.5, 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.
- 4.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.5 may appeal to the council for permission to be exempt from bylaw 4.5 on the basis of hardship and the council must not unreasonably refuse the appeal.
- 4.7 An owner, tenant or occupant or visitor must not cause sound or noise that interferes with another owner's, tenant's, occupant's or visitor's enjoyment of any strata lot or the common property. This includes, without limitation, noise or sounds from hard-soled footwear, from kitchens, from washing and drying machines and stereos and parties.
- 4.8 An owner, tenant or occupant with hardwood flooring must ensure that at least 60% of the hardwood surfaces are covered with area rugs to reduce noise to adjacent strata lots.
- 4.9 An owner or occupant, above the first floor, must not replace or authorize the replacement of any existing flooring material with a material that will transmit more than the original flooring material.

5. Pets and animals

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 A resident or visitor must ensure that all animals, excluding cats, are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.3 A resident must not keep a pet on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) a maximum of 2 pets (cats and/or dogs)

- (e) a resident must not harbour dangerous breeds of dogs including, but not exhaustively, pit bulls (American Staffordshire terriers, Staffordshire bull terriers, American pit bull terriers), any wolf-dog mixture, Rottweilers, Japanese Tosas, Fila Brasileiro, Dogo Argentino, Presa Canarios, Mastiffs and Chow Chows.
- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.5 A resident must register their pet (a "Permitted Pet") with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.6 A resident or visitor must not permit a loose or unleashed Permitted Pet, excluding cats (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.
- 5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.8 If a resident contravenes bylaw 5.7, the owner of the strata lot will be subject to a fine of \$ 50.
- 5.9 Notwithstanding bylaw 5.8, a resident whose pet contravenes bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.10 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on limited common property, common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.11 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress, and the resident or visitor must have full control of the Permitted Pet when the Permitted Pet is in the interior of the building, including the elevator.
- 5.12 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

5.13 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

5.14 A resident contravening any of bylaws 5.1 to 5.7 (inclusive) or 5.10 to 5.13 (inclusive) will be subject to a \$_50_____ fine for each contravention.

6. Inform strata corporation

6.1 An owner must notify the strata corporation of:

- (a) 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
- (b) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.

6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

7. Obtain approval before altering a strata lot

7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
- (h) wiring, plumbing, piping, heating, air conditioning and other services.
- (i) installation of a flag pole

7.2 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take

responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

- 7.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

8. Obtain approval before altering common property

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

- 8.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.

- 8.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) 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 the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (e) that the owner and any subsequent owner on title 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 strata corporation, its 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 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 and become part of 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 the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

- 8.4 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 the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.4 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 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 and become part of 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.

9. Renovations/alterations

- 9.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- 9.4 A resident must be responsible to ensure:
 - (a) 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

- (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;
- 9.5 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 council at least five business days before the holiday date.
- 9.6 An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be in the discretion of the council.
- 9.7 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.
- 9.8 An owner in contravention of any of bylaws 9.1 to 9.7 (inclusive) shall be subject to a fine of \$ 50 for each contravention, as well as be responsible for any clean up or repair costs.
10. **Permit entry to strata lot**
- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules when there is reason to believe the resident may be in contravention of same.
- 10.2 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 strata corporation.
- 10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by strata corporation

11.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. 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;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) 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, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Council

12. Council size

- 12.1 The council must have at least 3 and not more than 7 members.

13. Council eligibility

- 13.1 An owner or the spouse of an owner may stand for council, but not both.
- 13.2 No person may stand for council or continue to be on 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.
- 13.3 No person may stand for council or continue to be on council with respect to a strata lot 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.
- 13.4 No person may stand for council or continue to be on council with respect to a strata lot 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 for which the owner is responsible under section 131 of the Act.

14. Council members' terms

- 14.1 Council members will serve a two-year term.
- 14.2 Council members' terms will be staggered such that no more than one-half of the council members will be completing their term at each annual general meeting.
- 14.3 A person whose term as council member is ending is eligible for re-election.

15. Removing council member

- 15.1 The Strata Corporation may, by a resolution passed by a majority 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.
- 15.2 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.
- 15.3 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.

15.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.

15.5 A replacement council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

16. Replacing council member

16.1 If a council member resigns or is unwilling or unable to act, for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

16.2 A replacement council member may be appointed from any person eligible to sit on the council.

16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.

16.4 If all the members of the 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.

17. Officers

17.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

17.2 A person may hold more than one office at a time, other than the offices of president and vice president.

17.3 The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act,

(b) if the president is removed, or

(c) for the remainder of the president's term if the president ceases to hold office.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act for a period of 2 or more months, the council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

- 18.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 18.2 The notice in bylaw 18.1 does not have to be in writing.
- 18.3 A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

19. Requisition of council hearing

- 19.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- 19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, 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.
- 19.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

20. Quorum of council

- 20.1 A quorum of the council is
- (a) 2, if the council consists of 3 members,
 - (b) 3, if the council consists of 4, 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
- 20.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

21. Council meetings

- 21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

- 21.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 21.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 21.4 Owners and spouses of owners may attend council meetings as observers.
- 21.5 Despite bylaw 21.4, no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- 22. Voting at council meetings**
- 22.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote
- 22.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.
- 23. Council to inform owners of minutes**
- 23.1 The 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.
- 24. Delegation of council's powers and duties**
- 24.1 Subject to bylaws 24.2, 24.3 and 24.4, 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.
- 24.2 The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 24.3.
- 24.3 A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 24.4 The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine,
 - (c) whether a person should be denied access to a recreational facility, or
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.
25. **Spending restrictions**
- 25.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
26. **Limitation on liability of council member**
- 26.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 26.3 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

27. **Fines**

- 27.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$ 50 for each contravention of a bylaw, and
 - (b) \$ 50 for each contravention of a rule.

- 27.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, 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.

28. Continuing contravention

- 28.1 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

29. Quorum of meeting

- 29.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. At this time, if a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 29.1 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.

30. Person to chair meeting

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

31. Participation by other than eligible voters

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons who are not eligible to vote, may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 31.3 Tenants 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.

32. Voting

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.5 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.
- 32.6 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.
- 32.7 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.
- 32.8 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.
- 32.9 Despite anything in bylaws 32.1 to 32.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if an eligible voter requests the secret ballot.

33. Electronic attendance at meetings

- 33.1 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.
- 33.2 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.

34. Order of business

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Voluntary Dispute Resolution

35. Voluntary dispute resolution

35.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

35.2 A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

36. Authorization to proceed

- 36.1 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, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is 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 Owners and Occupants

37. Sale of a strata lot

- 37.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

Insurance

38. Insuring against major perils

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

Storage

39. Storage lockers, bicycle storage and other storage

- 39.1 A resident must store bicycles and tricycles only in basement parking areas, the bicycle rack and storage lockers. Bicycles must be carried through carpeted areas of the building.
- 39.2 A resident must not store any hazardous or flammable substances in storage lockers or the basement parking area
- 39.3 Storage sheds are not allowed on balconies, decks and patios

- 39.4 Storage is not allowed in the basement parking areas

Parking

40. Parking

- 40.1 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.
- 40.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 40.3 A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage and on request thereafter.
- 40.4 An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant.
- 40.5 A resident must park only in the parking stall assigned to the resident.
- 40.6 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.
- 40.7 Any resident's vehicle parked in violation of bylaw 40.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 40.8 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.
- 40.9 A resident or visitor operating a vehicle in the parking areas must and not exceed 10 km/hour. The use of horns is prohibited.
- 40.10 When vehicles are entering and exiting simultaneously, the exiting vehicle is responsible for waiting for the gate to close prior to driving away.
- 40.11 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 40.12 A resident 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. While washing, a resident must keep audio volume low.
- 40.13 The user of each parking space will be responsible for the cleaning of any excessive oil spills in the parking space.

- 40.14 Visitor parking is for visitors of Rivers Reach residents only. Owners/tenants are prohibited from parking in the visitor parking.
- 40.15 All vehicles parked overnight in the visitor parking area must display a valid Visitors' Parking Pass

Moving

41. Moving In/out procedures

- 41.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 41.2 A resident must provide notice to the property management company of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 8:00 p.m., Monday through Friday and 10:00 a.m. to 8:00 p.m. on Saturdays, Sundays and statutory holidays.
- 41.3 A resident must make arrangements with the property management company to place protective padding in the elevator when moving in or out.
- 41.4 A resident using the 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.
- 41.5 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.
- 41.6 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 41.7 A moving fee of \$75 is payable upon each move (in or out) to cover the cost of wear and tear on the building.
- 41.8 A resident contravening any of bylaws 43.1 to 43.6 (inclusive) shall be subject to a fine of \$_50_____

Appearance of strata lots

42. Cleanliness

- 42.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar items must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such items will be charged to the strata lot owner.
- 42.2 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.

- 42.3 A resident must not leave any items beside the garbage or recycling bins, such as old furniture, appliances and equipment, or cardboard boxes. All cardboard MUST be broken down and placed in the receptacle provided.
- 42.4 Hazardous materials such as propane bottles, batteries, etc must not be placed in the waste or recycling areas, but must be removed to a proper hazardous waste site.

Rentals

43. Residential rentals

- 43.1 The number of strata lots within the strata corporation that may be leased at any one time is limited to 8.
- 43.2 An owner wishing to lease a strata lot must apply in writing to the council for permission to rent before entering into a tenancy agreement.
- 43.3 If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 43.1, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- 43.4 If the limit stated in bylaw 43.1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council shall grant permission and notify the owner of the same in writing as soon as possible.
- 43.5 An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 43.1.
- 43.6 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 a Notice of Tenant's Responsibilities in Form K. Failure to comply will result in a \$50 fine for every month or part thereof that a tenant is in occupancy and the form K is not submitted.
- 43.7 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.

- 43.8 Where an owner leases a strata lot in contravention of bylaws 43.1, 43.2 or 43.3, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 43.9 The moving fee described in Bylaw 41.7 applies when tenants move in or out and is the responsibility of the owner of the strata lot.

Visitors and Children

44. Children and supervision

- 44.1 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 council, which will not disturb the rights of quiet enjoyment of others.
- 44.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 44.3 Residents are responsible to assume liability for and properly supervise activities of children.
- 44.4 Children under the age of 12 must have adult supervision while on the dock or around the waterways.

45. Miscellaneous

- 45.1 A resident or visitor must not smoke on common property.
- 45.2 A resident or visitor must not use or store barbecues on common property.
- 45.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property, including limited common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 45.4 A resident or visitor must not wear or use bicycles, rollerblades, inline skates and skateboards **ANYWHERE** in the building, including a strata lot or on common property.
- 45.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets while vacuuming a vehicle.
- 45.6 Subject to bylaw 39.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other

fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.

- 45.7 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of two weeks. All posted notices must be dated or will be removed by council.
- 45.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 45.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 45.10 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding, satellite dishes, antennas or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building. Canadian flags may be displayed for Canada Day from June 28 to July 5 only.
- 45.11 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 45.12 A resident who installs Christmas lights must install them after November 15th of the year approaching Christmas and must remove them before January 15th of the year following Christmas.
- 45.13 Christmas trees must be completely enclosed in a plastic bag prior to transportation through the common property.
- 45.14 A resident shall not dispose of water used to clean balcony decks or to water plants off the edge of the balcony
- 45.15 A resident shall not overload any electrical services or undertake any action or permit anything to be done which would increase the risk of fire or the rate of fire insurance premiums on the building or breach any appropriate rule, ordinance or by-law of any municipal, provincial or federal regulatory agency with respect to safety. Open flames are not permitted on common property.

Our File No. S06-193
December 20, 2006

2348 Yukon Street
Vancouver, BC
Canada V5Y 3T6
Phone 604 872-1211
Fax 604 872-1274

Strata Plan BCS 537
c/o Interlink Realty Corporation
200 – 5771 No. 3 Road
Richmond, BC
V6X 2C9
(email: blarsson@interlink-realty.com)

Attention: Mr. Ben Larsson

Dear Sir:

Re: Rivers Reach
5700 Andrews Road, Richmond, B.C.
- Parkade Leakage

On November 20, 2006 Spratt Emanuel Engineering (SEE) attended the above mentioned site to determine the extent of the water leakage that was occurring in the underground parkade. There was heavy rainfall the day before and the day of the investigation so that there was a large amount of visible water leakage. The following are our comments and observations during our site review:

1.0 BUILDING ENVELOPE DEFINITION

In the *Building Envelope Rehabilitation – Consultant's Guide* published by Canada Mortgage and Housing Corporation in 2001, the authors quote in the abbreviations and glossary section:

"Building Envelope: Now called an environmental separator in building codes, the building envelope is the parts of the building that separate inside, conditioned space from unconditioned or outside space, such as windows, doors, walls, roofs and foundations."

Canada Mortgage and Housing Corporation (CMHC) is the Government of Canada's national housing agency and they fund research as the Building Envelope Rehabilitation project, to encourage innovation in housing design and technology, community planning, housing choice and finance.

Following are extracts from the British Columbia Building Code 1998 regarding Part 5 – Environmental Separation:

5.1.1.1. Scope

- 1) This Part is concerned with
 - b) The transfer of heat, air and moisture through
 - i) building materials, components and assemblies, and
 - ii) interfaces between building materials, components and assemblies

A-5 Environmental Separation.

The requirements provided in Part 5 pertain to the separation of environmentally dissimilar spaces. Most obvious is the need to separate indoor conditioned spaces from unconditioned spaces, the outdoors or the ground. There are also cases where separation is needed between interior spaces which are intended to provide different environments.

A-5 1.2.1.(1) Application

The requirements in Part 5 apply to building elements exposed to exterior space or ground, elements that separate dissimilar environments and site conditions that may affect moisture loading on the building envelope.

The requirements address

- o The design and construction of building assemblies such as walls, floors and roofs,
- o The design and construction of interfaces between the elements identified in the previous points, and
- o The design or selection, and installation of site materials, components or assemblies such as back-fill, grading and drainage.

The requirements apply not only to building elements that separate indoor space from outdoor space, but also those elements that separate indoor space from the ground and that separate adjacent indoor spaces that have significantly different environments.

2.0 OBSERVATIONS

ELEVATION	LOCATION	STRUCTURE	DESCRIPTION	Length (ft)	PHOTO No.
West	Beside front of stall 189	Wall	Horizontal crack beneath where structural beam meets wall.	2	1 and 2
	Beside stall 189	Base of wall	Horizontal crack approximately 3" up from slab on grade.	10	3 to 6
	Beside stall 189	Wall	water leaking in beneath pipe.	--	7
	Beside back of stall 189	Wall	Horizontal crack beneath where structural beam meets wall.	5	8 and 9
	Between stalls 188 and 187	Slab on grade	Leaking where the slab meets the wall, plus there is a hole leaking above this.	8	10 and 11
	Beside front of stall 187	Wall	Horizontal crack beneath where structural beam meets wall.	2	12
	Doorway near Stair#5	Doorway	Horizontal crack above doorway. The sill is not sealed adequately.	2	13 to 16
	Beside Electrical Room	Slab on grade	Leaking where the slab meets the wall.	--	17
	Beside stall 166	Wall	Horizontal crack near top of wall	2	18 and 19
	Beside stalls 159-161	Wall	Repairs have been attempted at the top of the wall but leaking is still continuing. There is a lot of water on the base but it was unclear if this water was just from the leaking above.	3	20 to 24

ELEVATION	LOCATION	STRUCTURE	DESCRIPTION	Length (ft)	PHOTO No.
West	Doorway near Stair#8	Doorway	Horizontal cracks at the base of the walls on either side of the door threshold. The door threshold is leaking. Leaking is still continuing from the repair just south of the doorway.	2	25 to 28
East	Beside stall 52	Wall	There is a repair that is currently leaking.	1	29
	Beside stall 50	Wall	Horizontal crack beneath where structural beam meets wall.	4	30 and 31
	Beside stall 33	Wall	Horizontal crack beneath where structural beam meets wall and leaking at a tie hole. Repairs are inadequate.	5	32 to 34
	Between stalls 32 and 33	Vent	Leaking is occurring at both bottom corners of the vent grill.	--	35 and 36
	Beside stall 23	Wall	Horizontal crack beneath where structural beam meets wall.	3	37 and 38
	Doorway near Stair#4	Doorway	Leaking at the door threshold.	--	39

3.0 CONCLUSIONS AND RECOMMENDATIONS

1. There are approximately 50 linear feet of cracking in the concrete throughout the parkade where water ingress is apparent.
2. We observed that there was an attempt to waterproof certain locations around the parkade with a "waterproofing" mortar. This attempt solved some problems around the parkade, however it has not worked on all locations and the repairs are still not working.
3. We recommend waterproofing all the cracks, cold joints and penetrations using a cementitious concrete waterproofing system by Kryton. Full waterproofing system following Krystol Technical Bulletin 101 and 102 specifications should be provided chasing the cracks, joints and penetrations.
4. The recommended waterproofing system is an active waterproofing. It reacts chemically within the concrete mass to form billions of needle-like crystals which block the pores, voids and microcracks in concrete. Pre-saturation and subsequent re-wetting of the surface will cause deeper diffusion of the organic chemicals and formation of crystals at greater depth; therefore water ingress might not totally stop during the first application of the waterproofing system since additional organic chemicals and formation of crystals might be required. Removal and re-application of the waterproofing system might be needed until the entire crack or joint is blocked by the crystals.
5. Water ingress was apparent at most of the door thresholds throughout the parkade. A polyurethane sealant should be used to properly seal in the threshold and stop water ingress.

If required, we would be available to prepare the specifications and to provide part-time field reviews of the waterproofing repairs. If you have any questions regarding the content of this letter please do not hesitate to contact us.

Yours truly,
SPRATT EMANUEL ENGINEERING LTD.

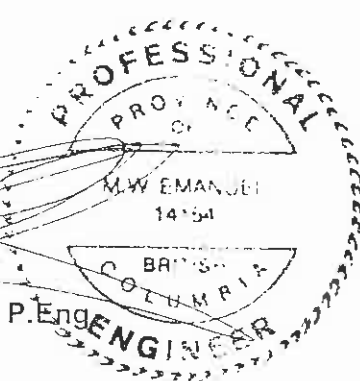
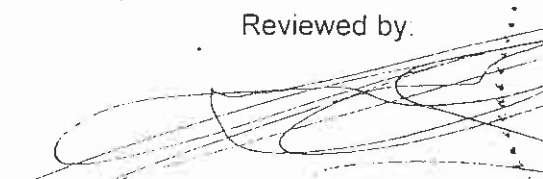
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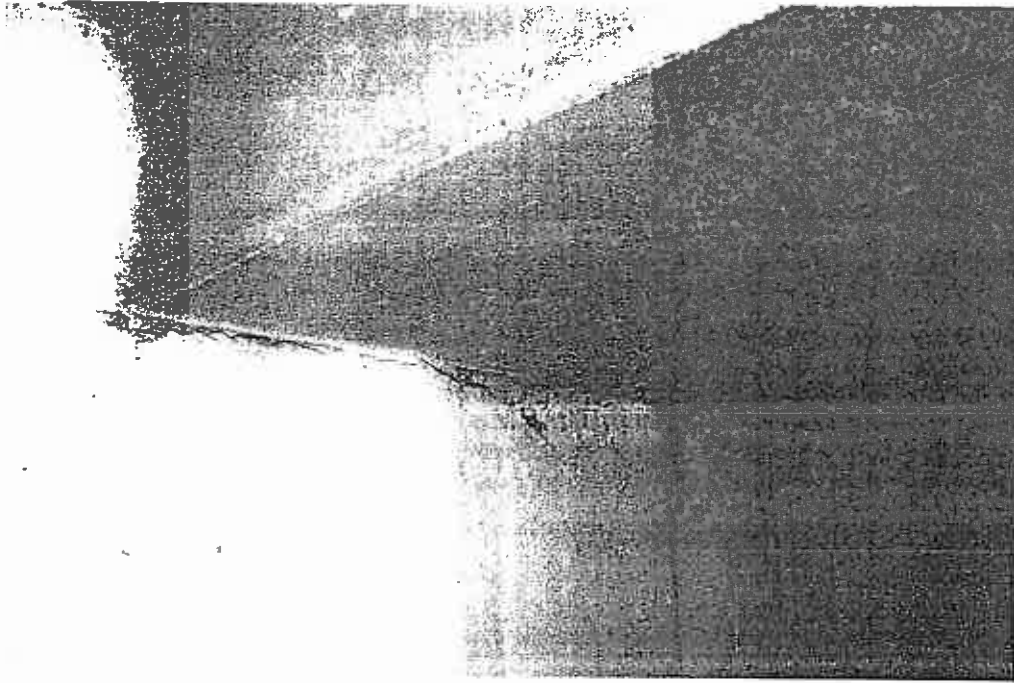
Mike Lange, B.Eng., E.I.T.

ML/cn/enclosures

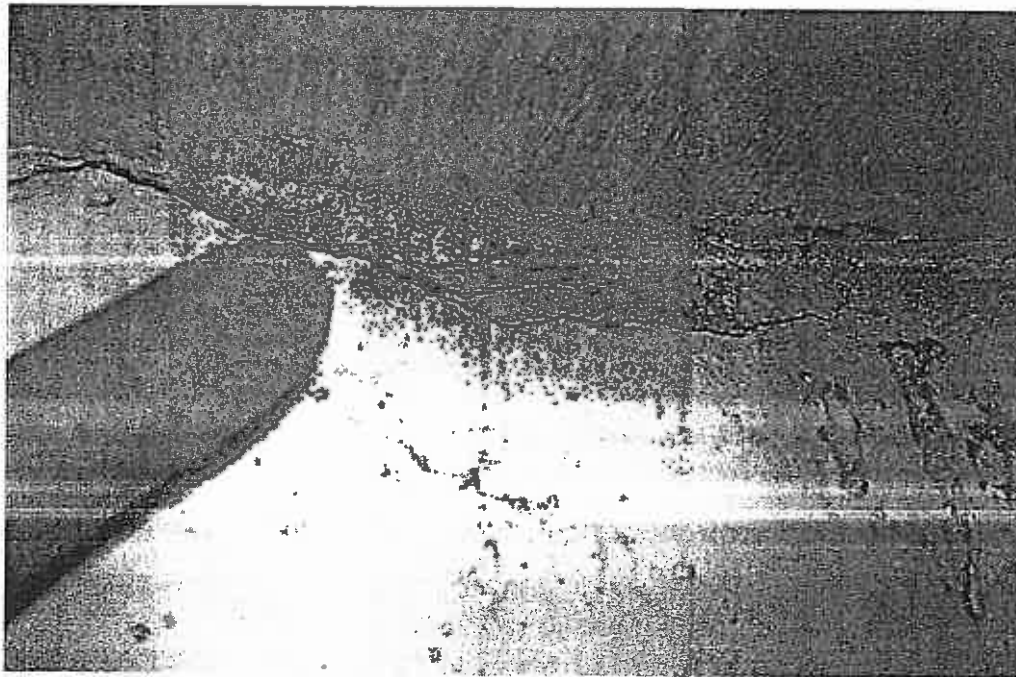
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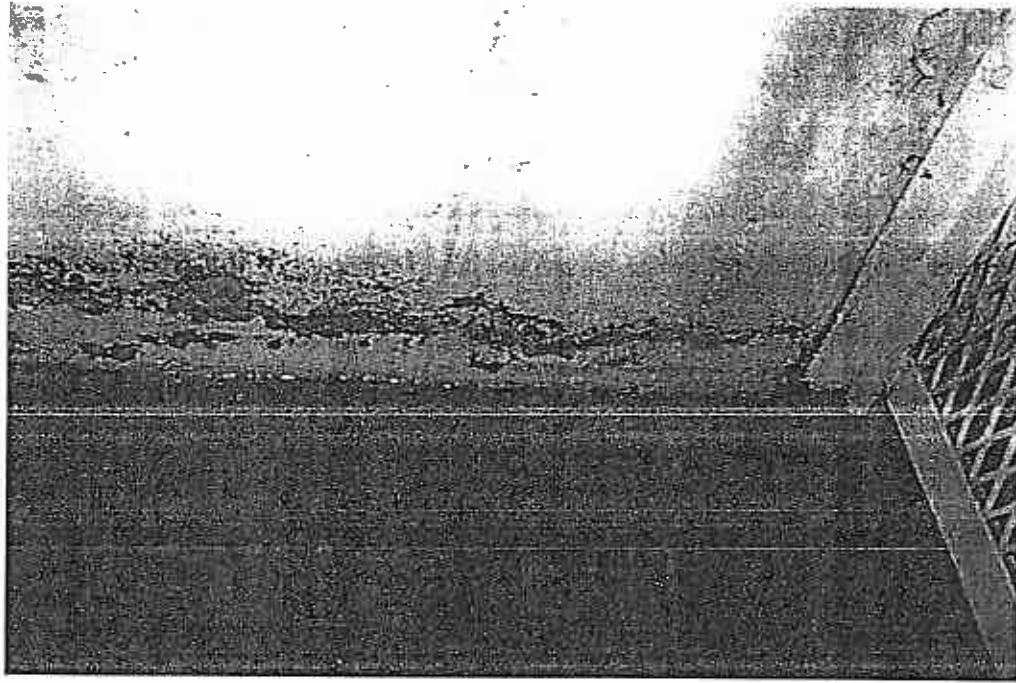


Mark W. Emanuel, P.Eng.
President



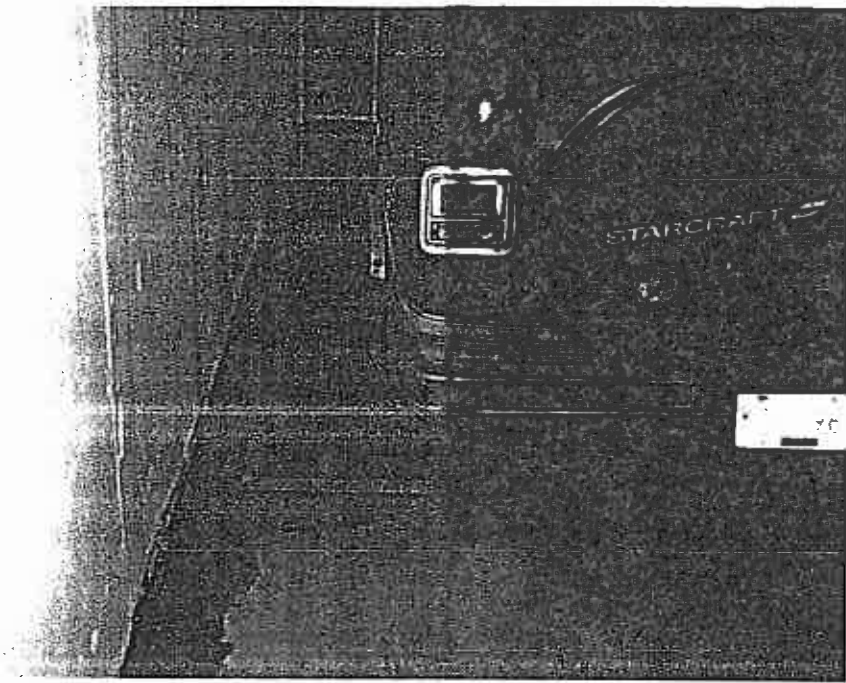
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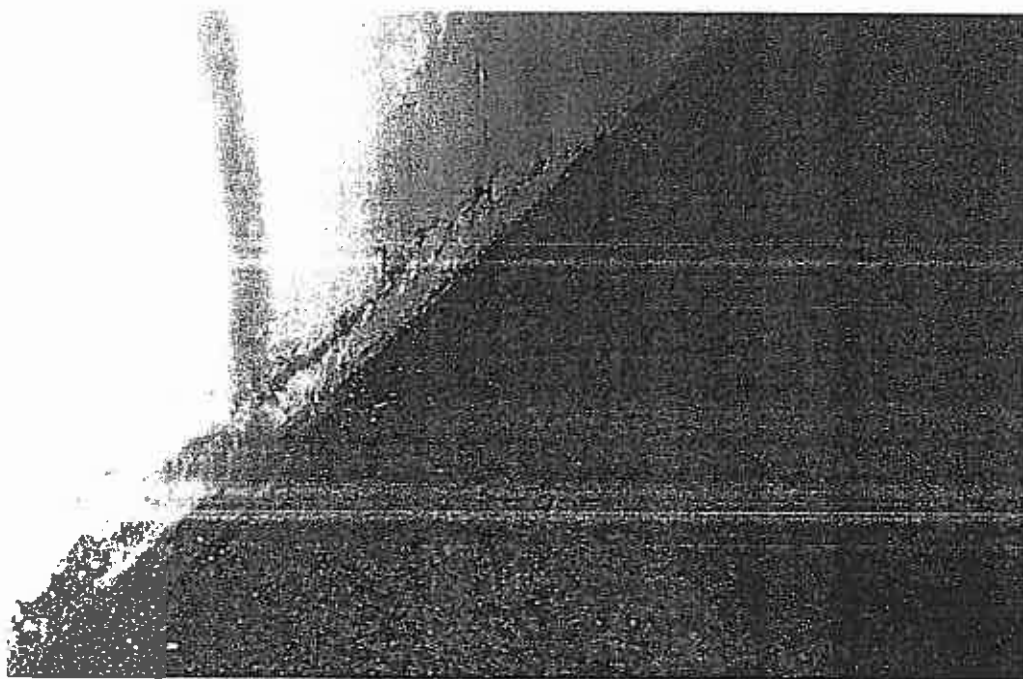


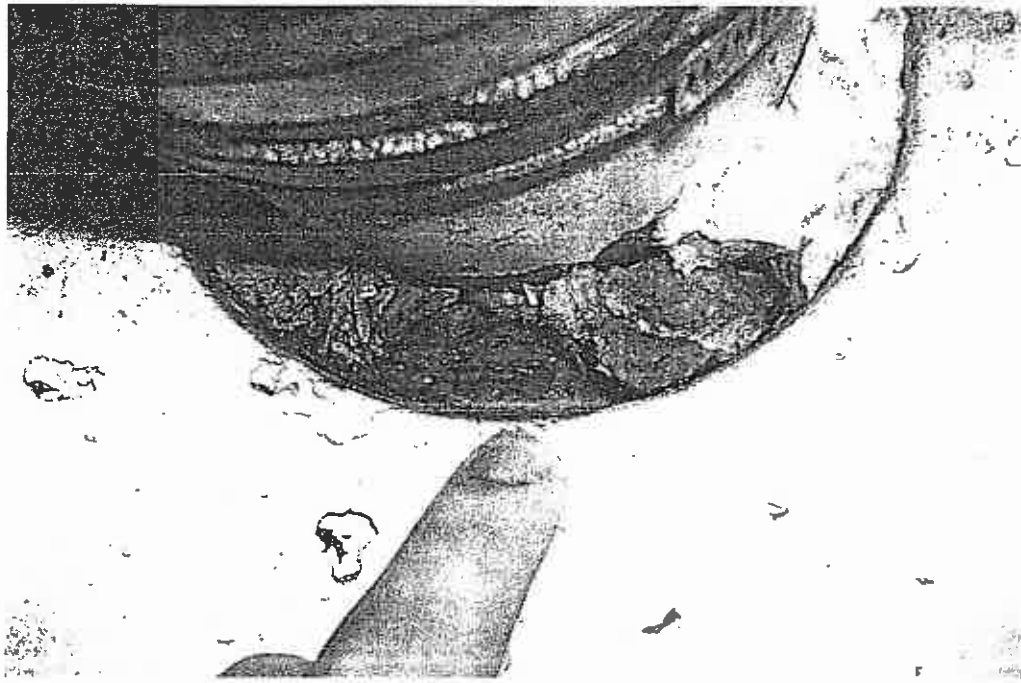
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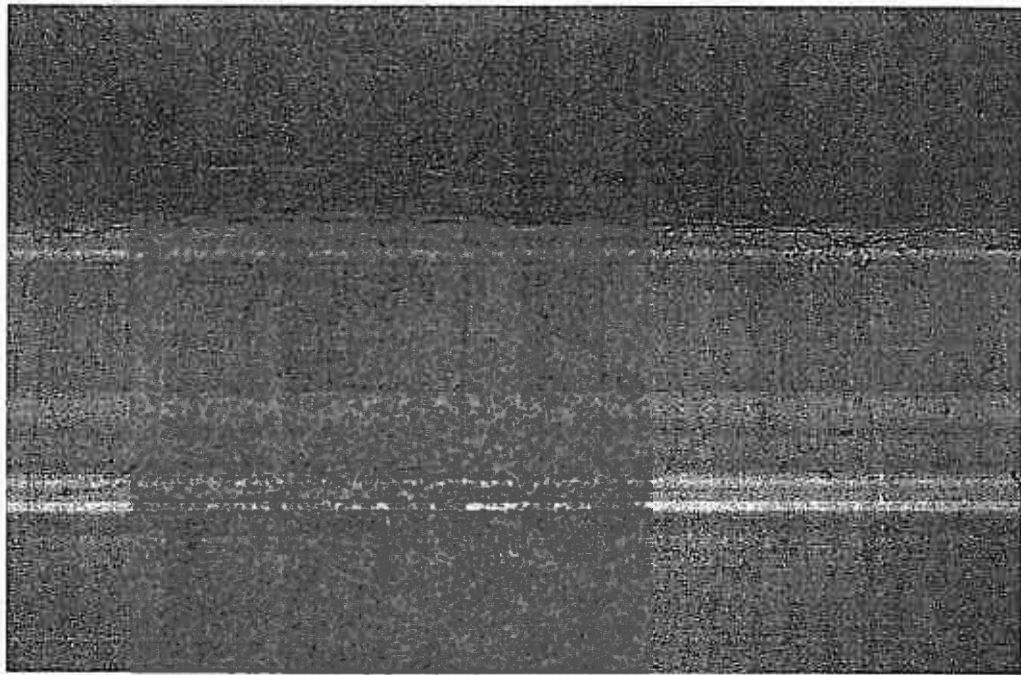


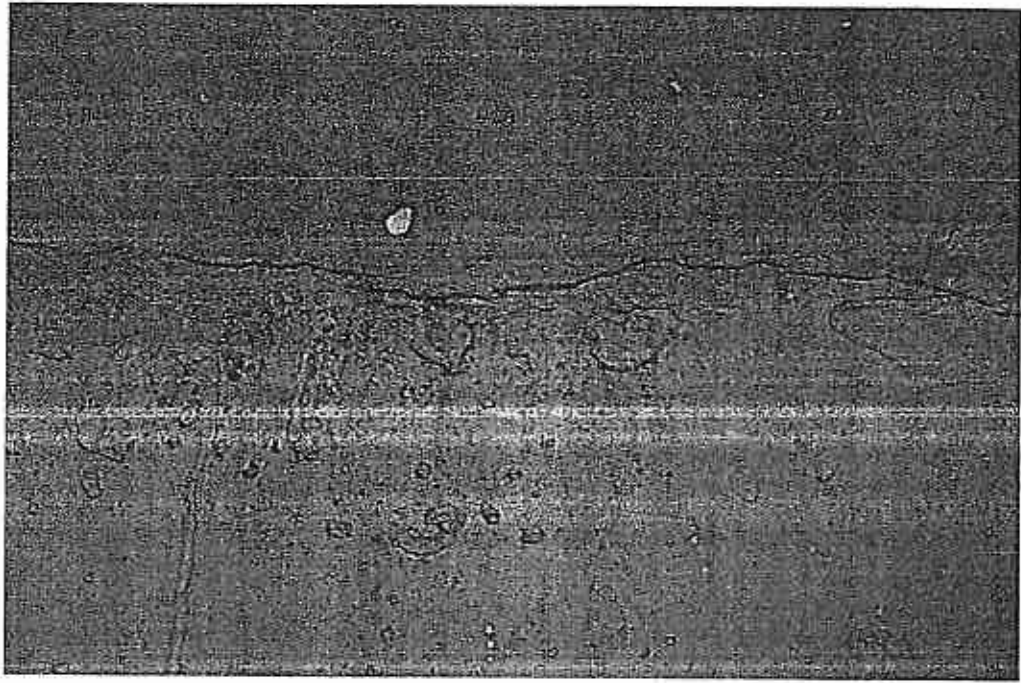
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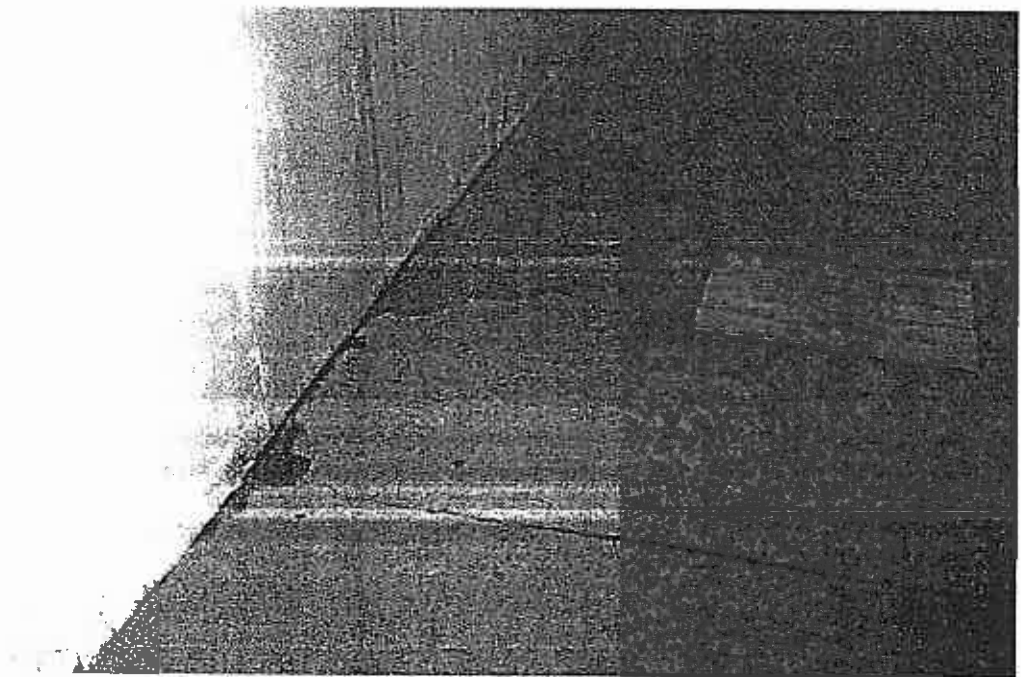


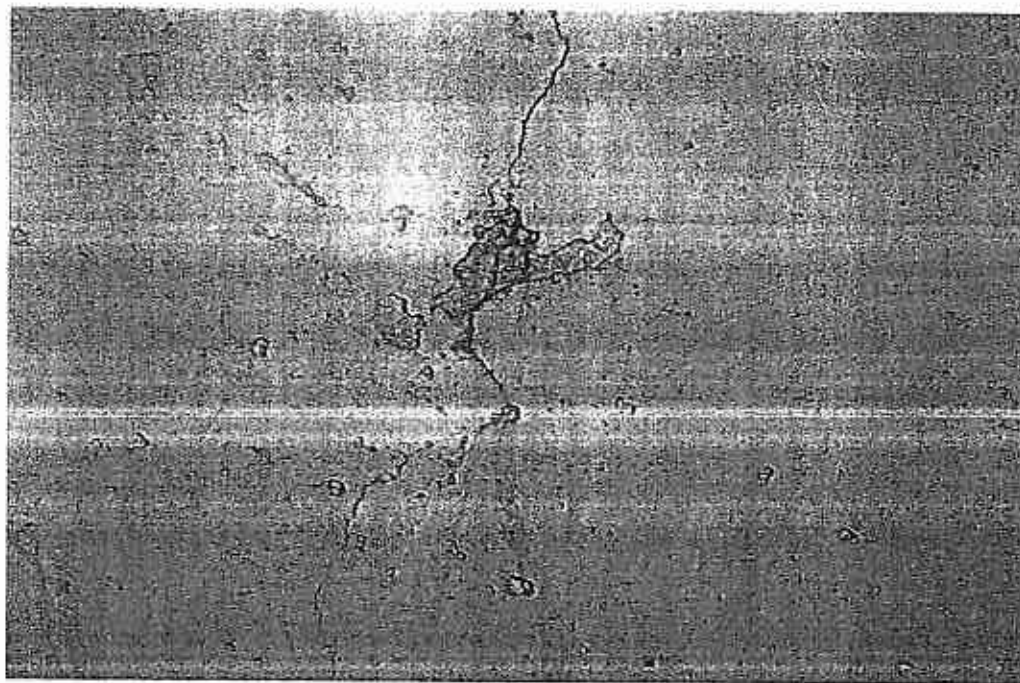
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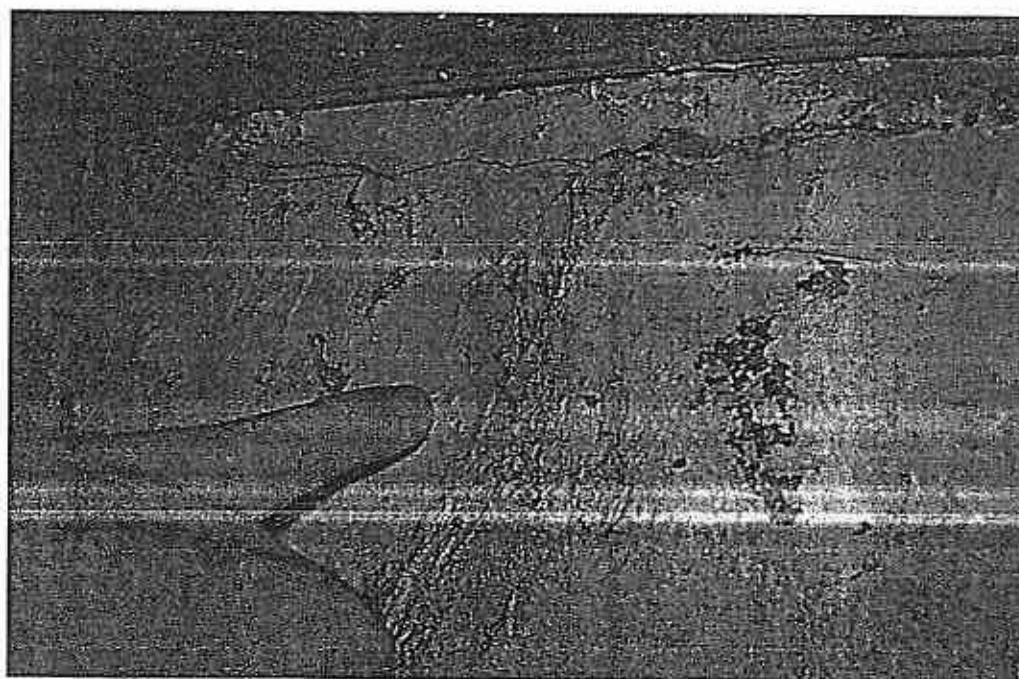


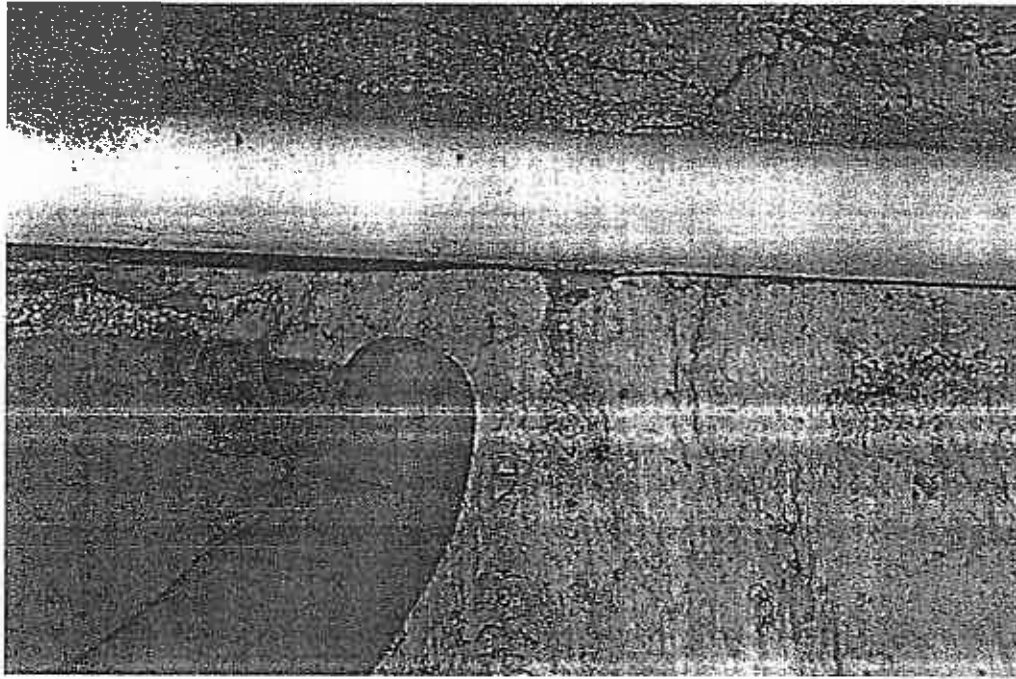
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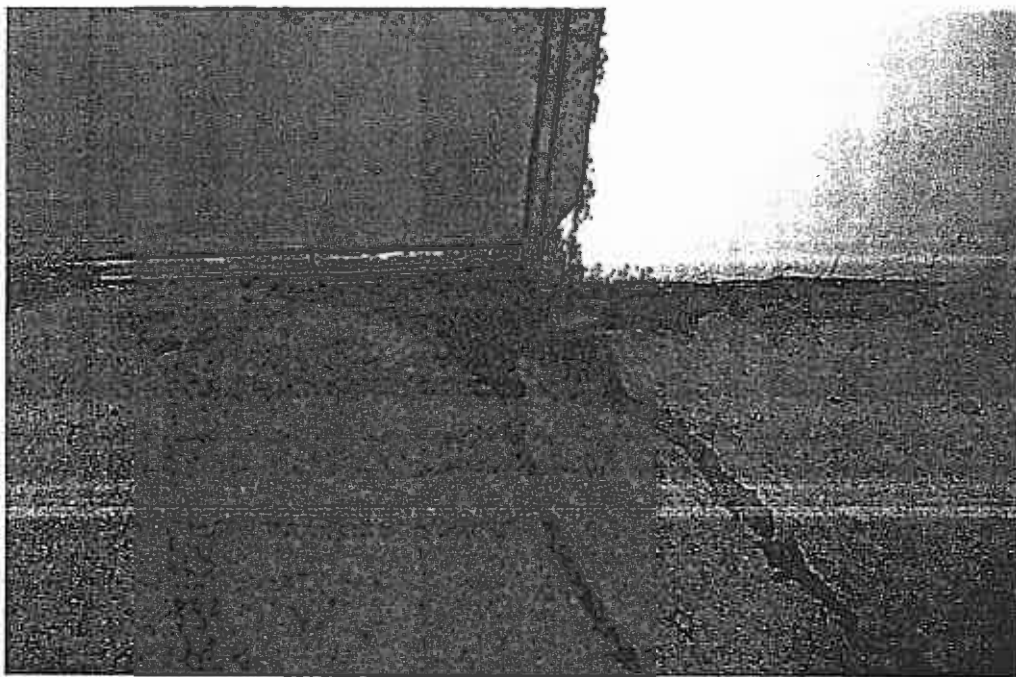


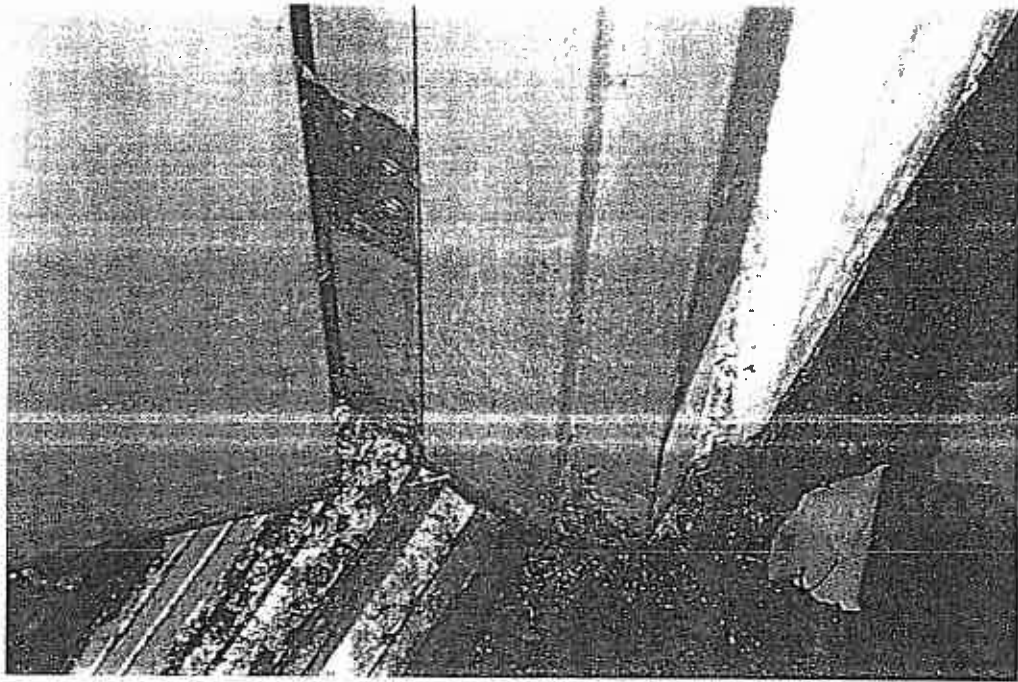
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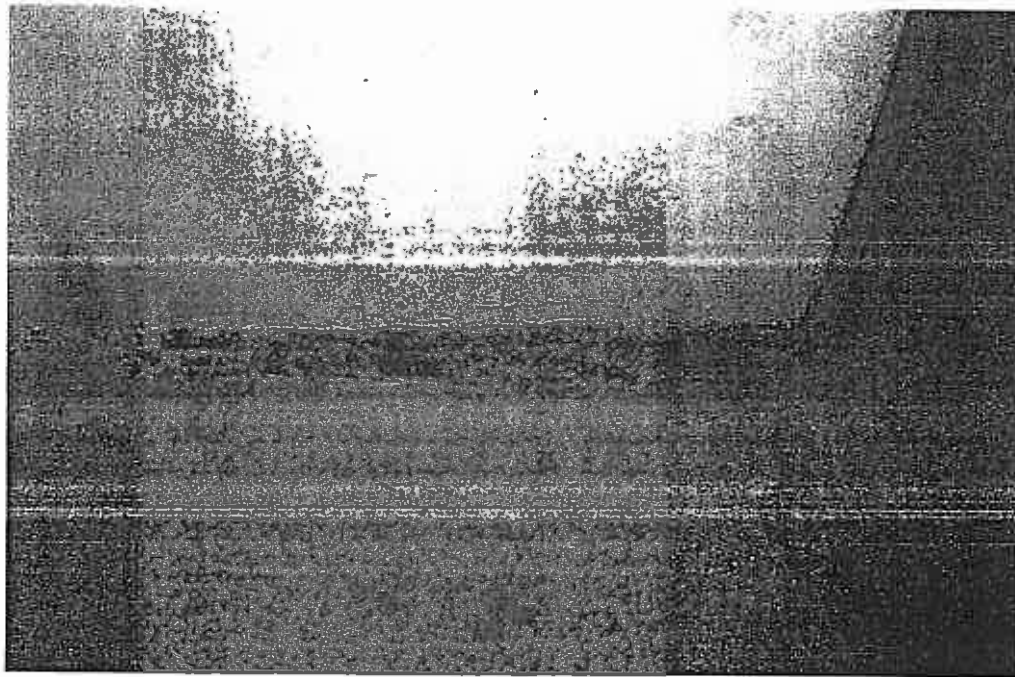


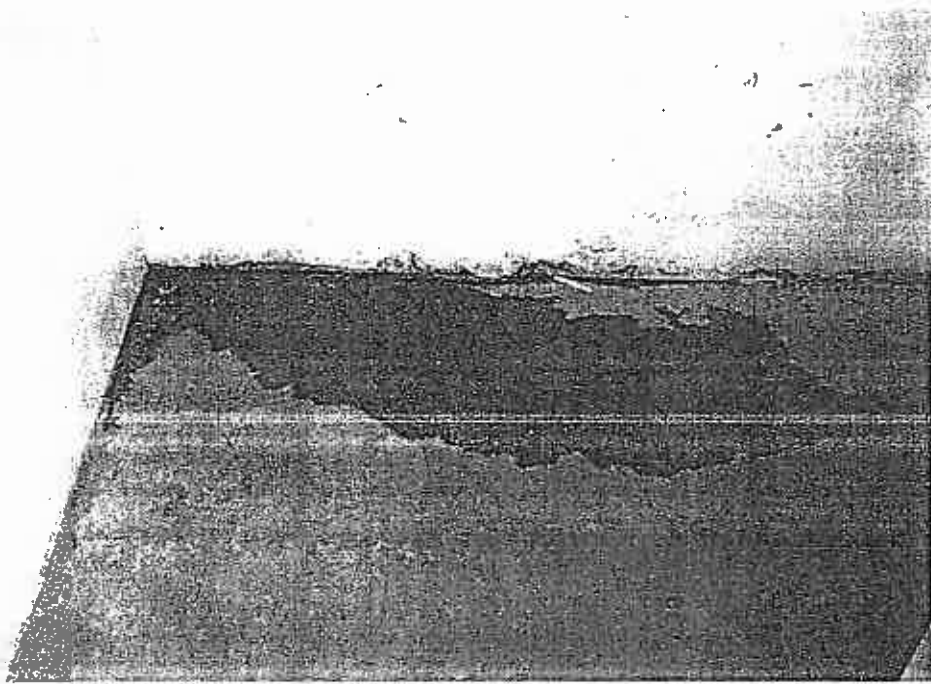
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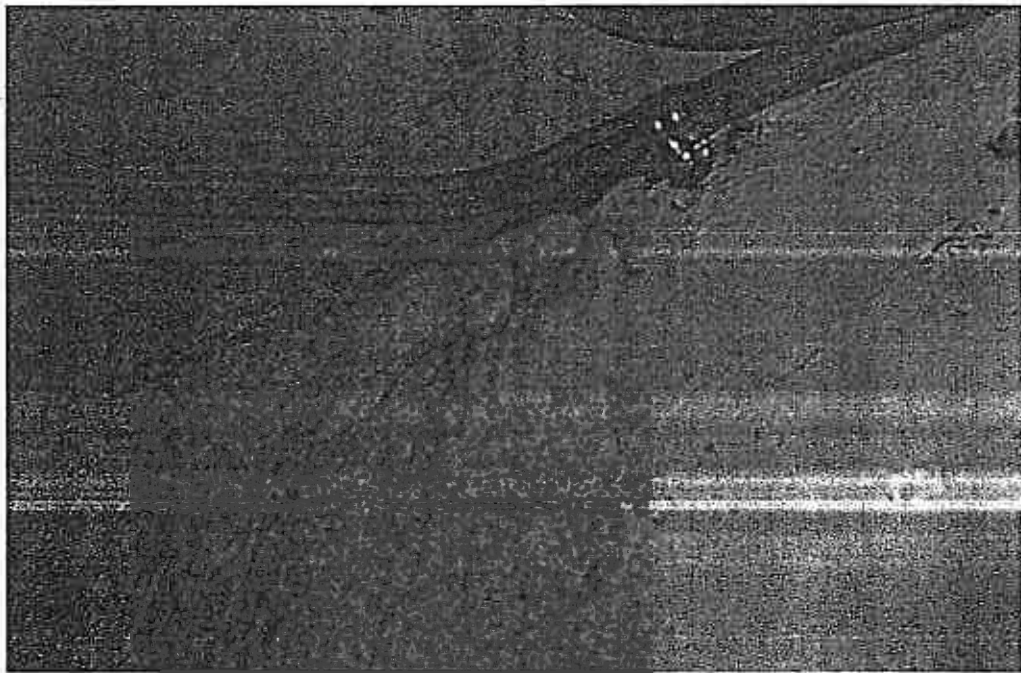


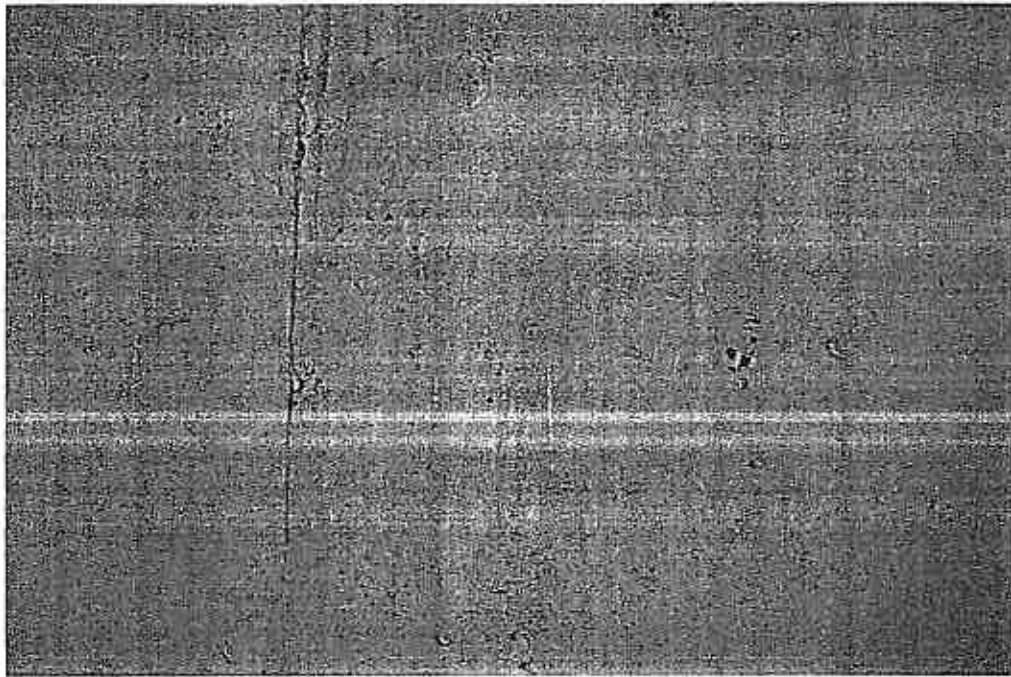
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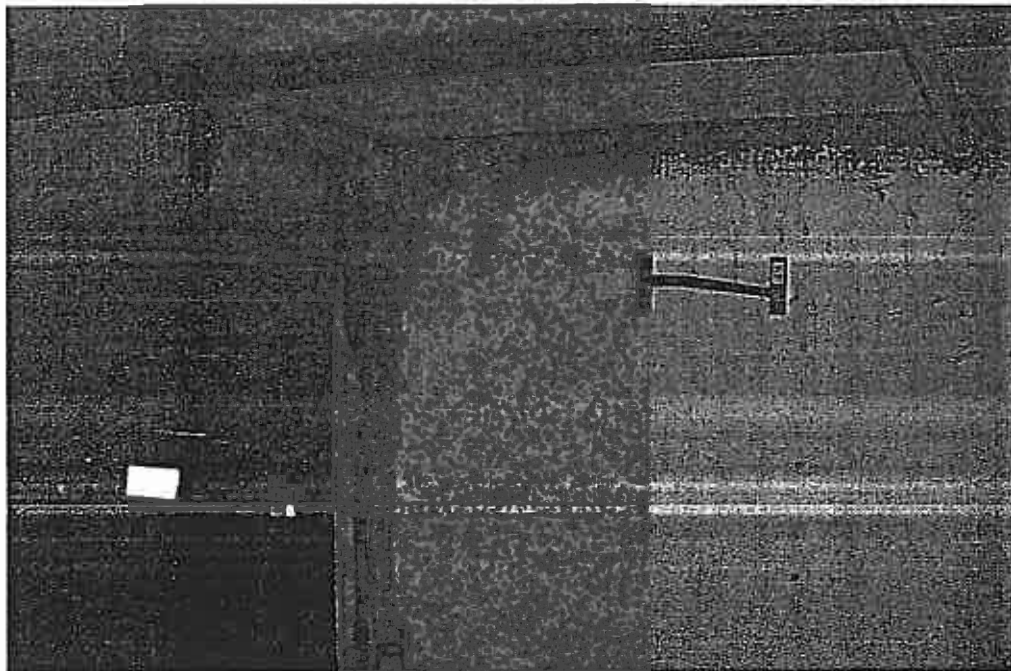


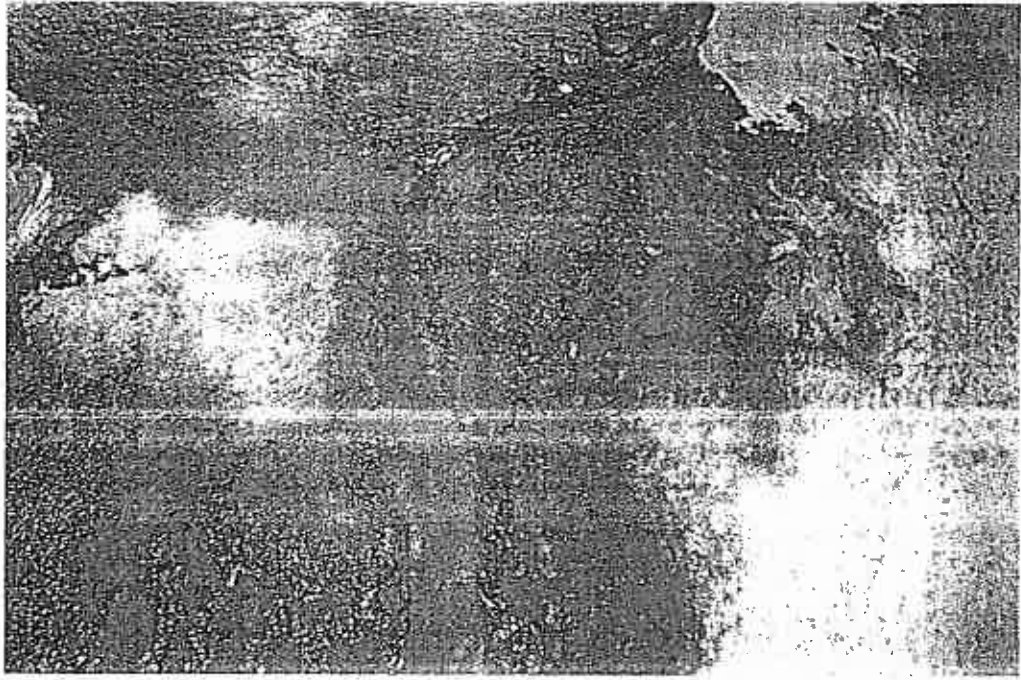
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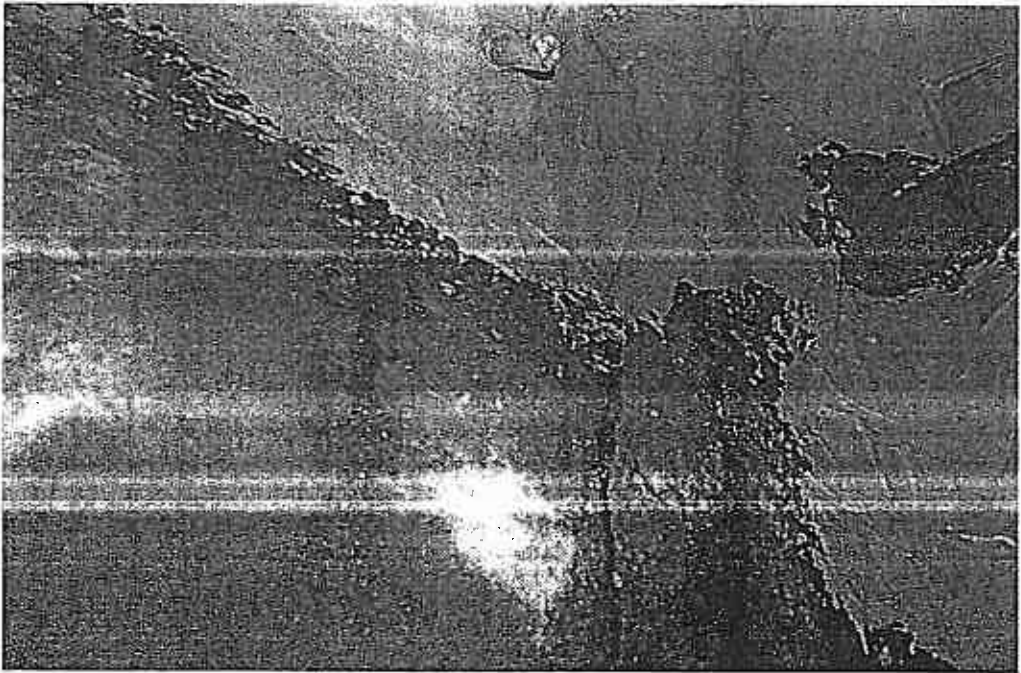


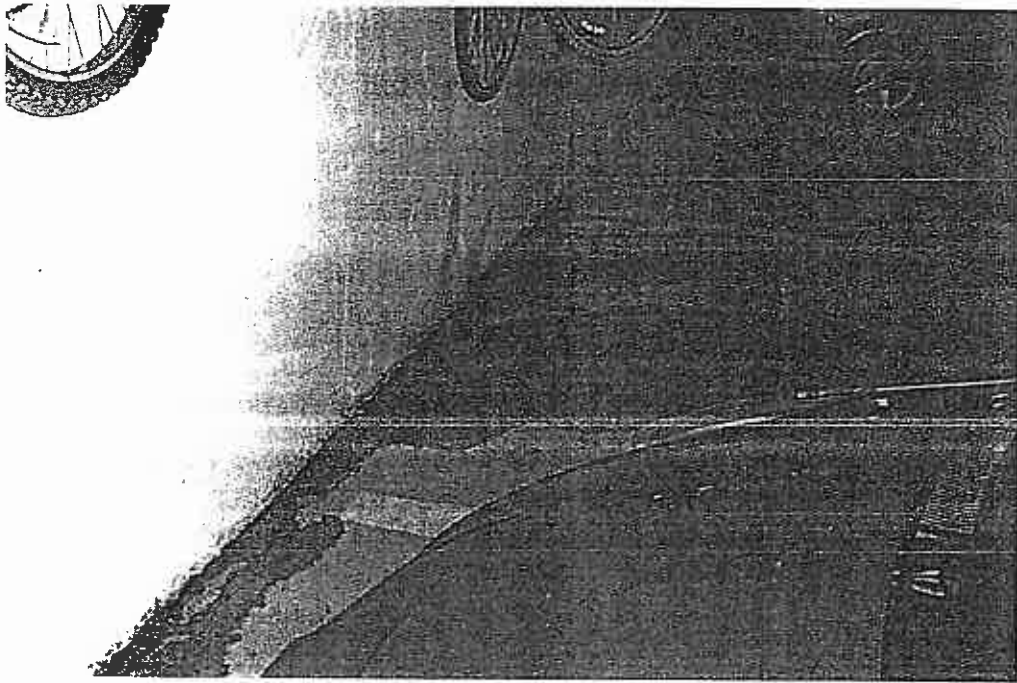
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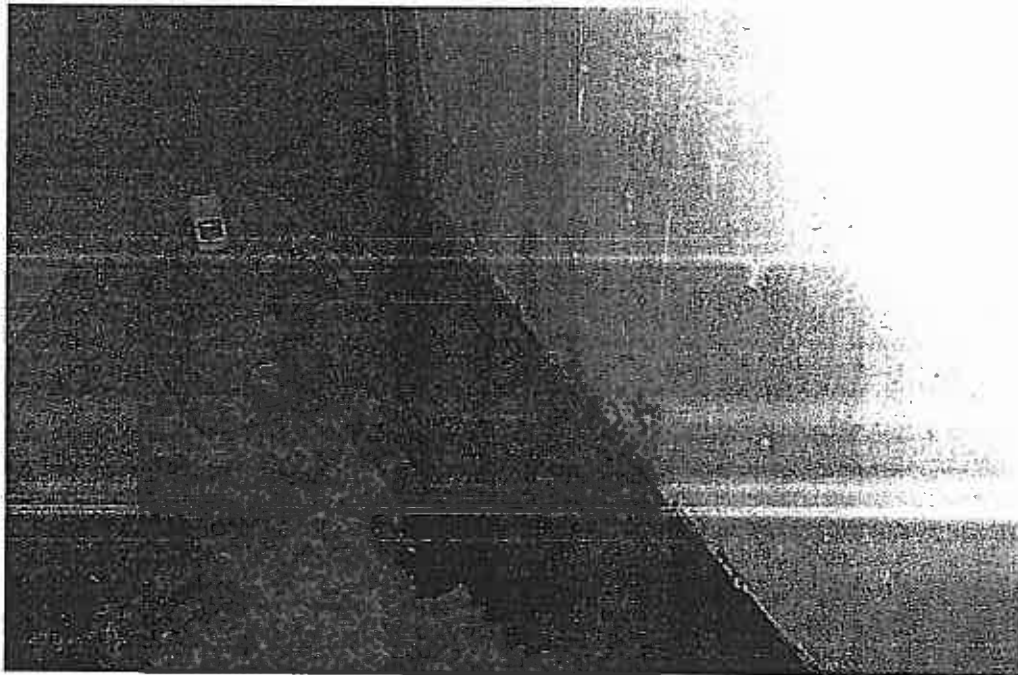


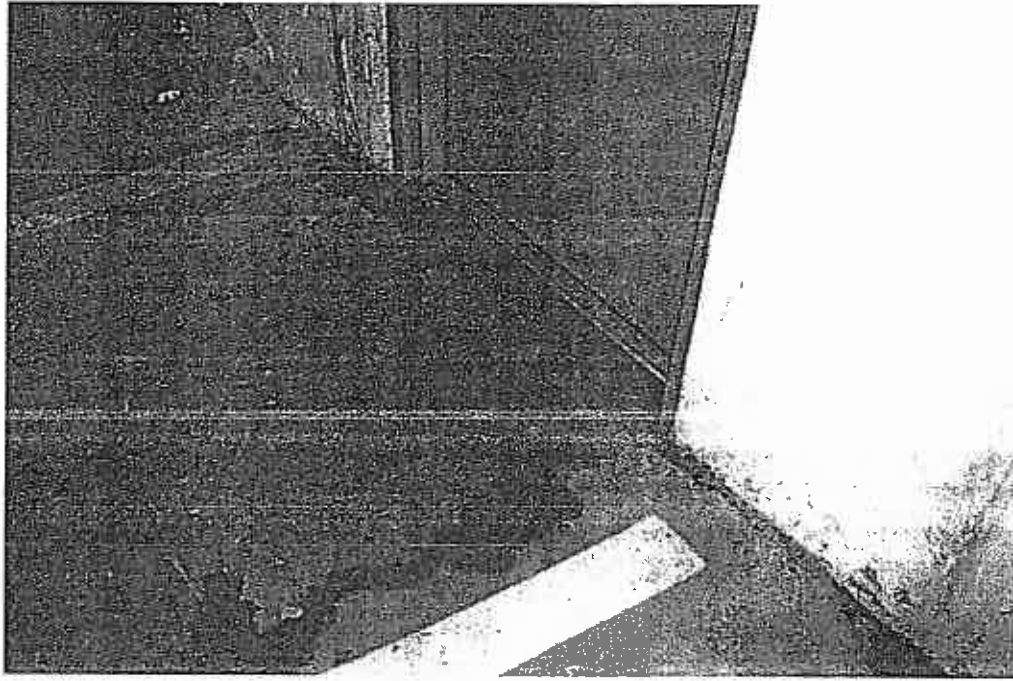
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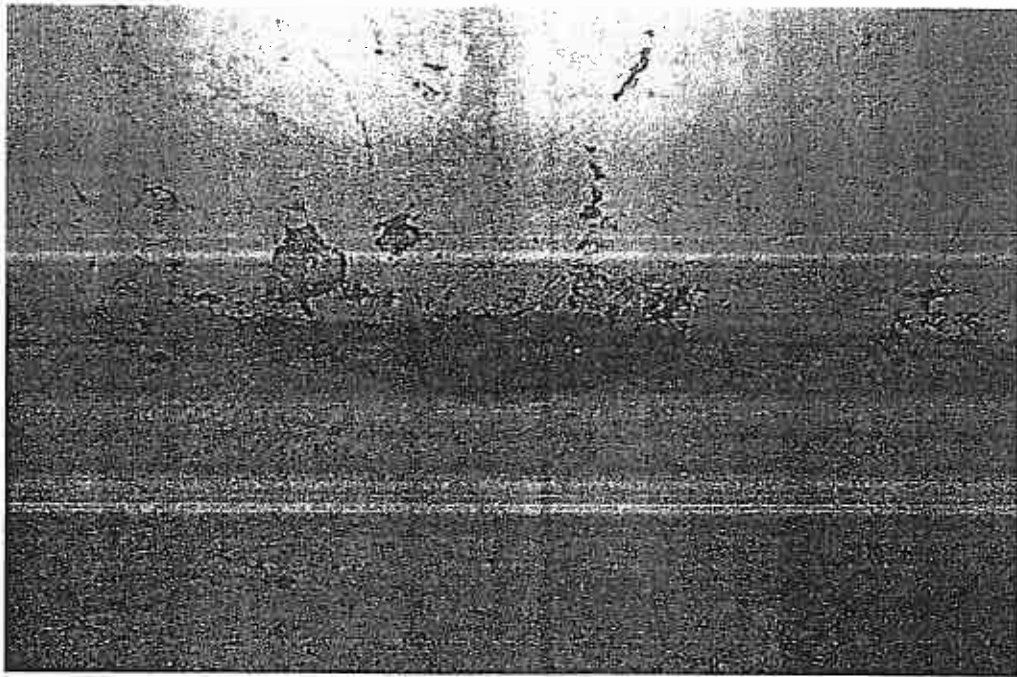


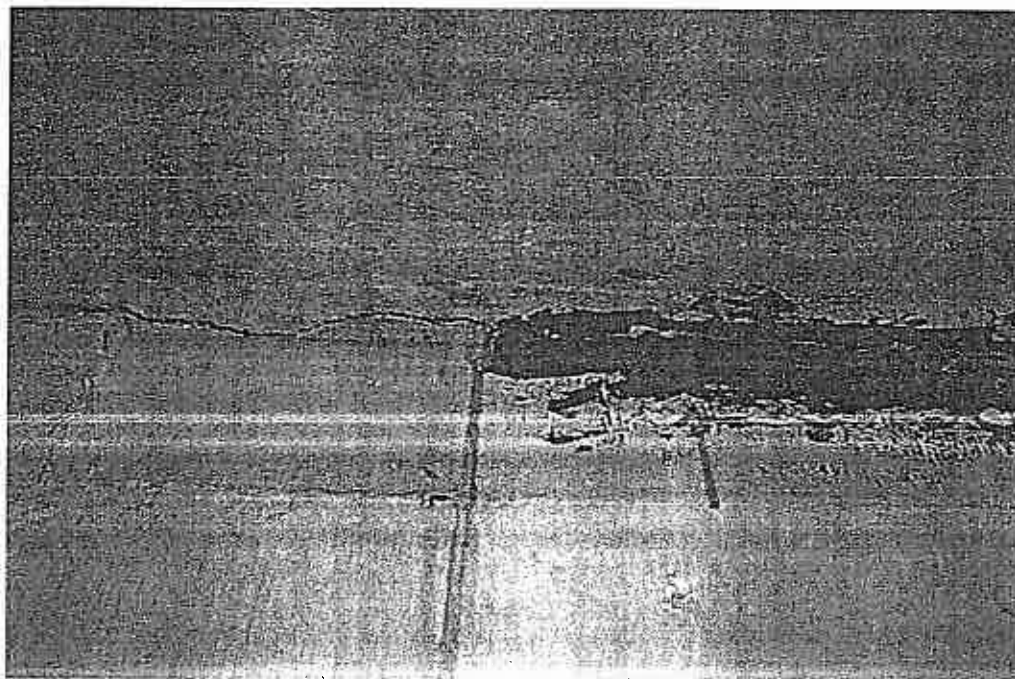
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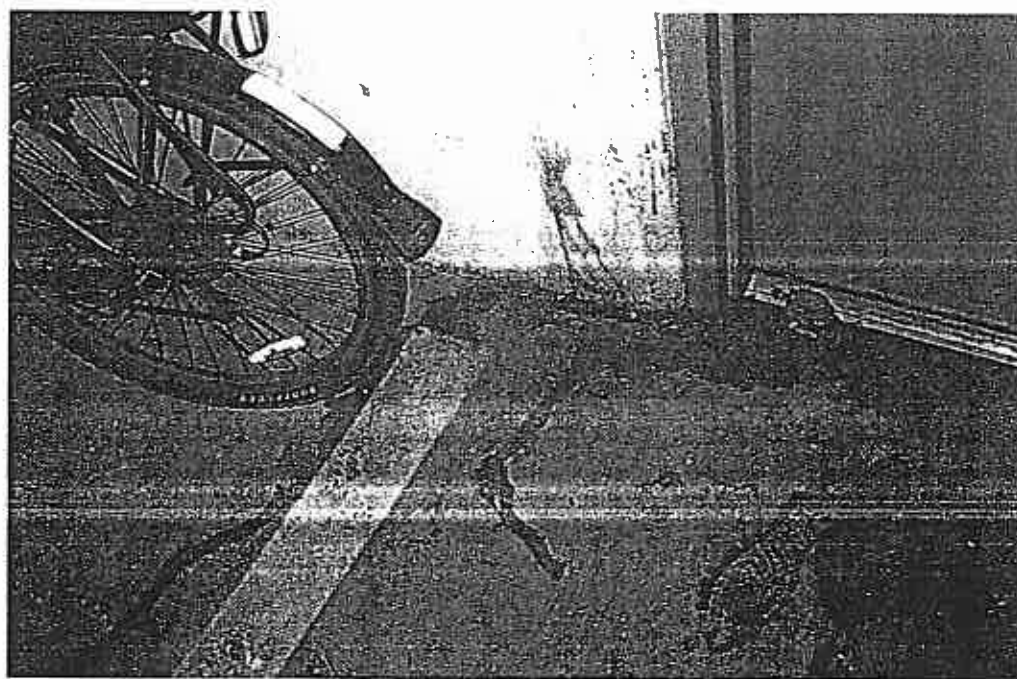


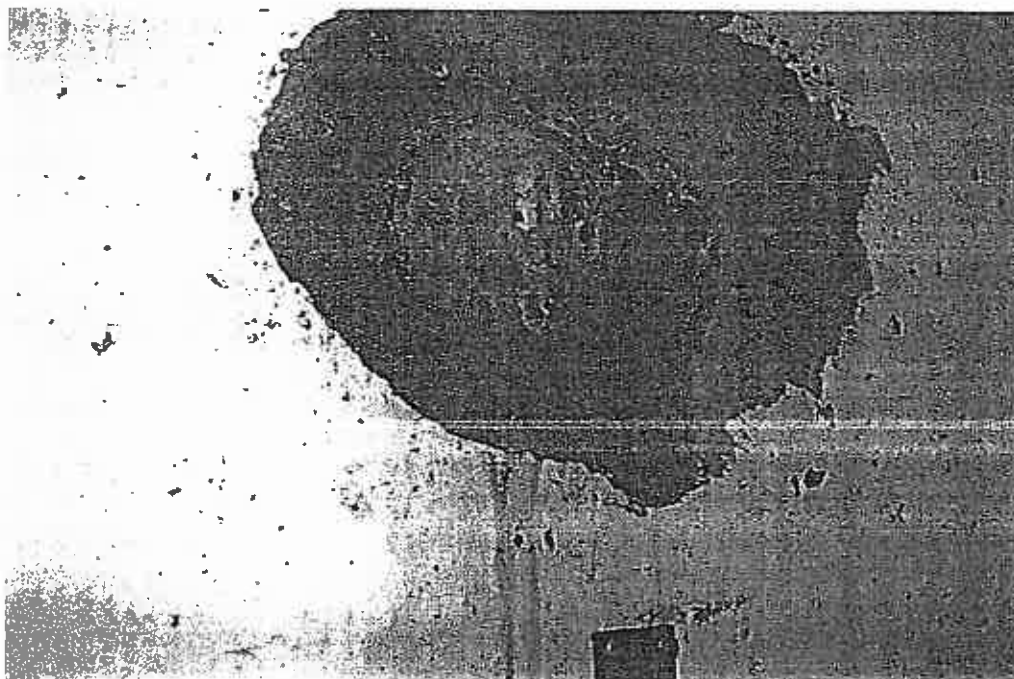
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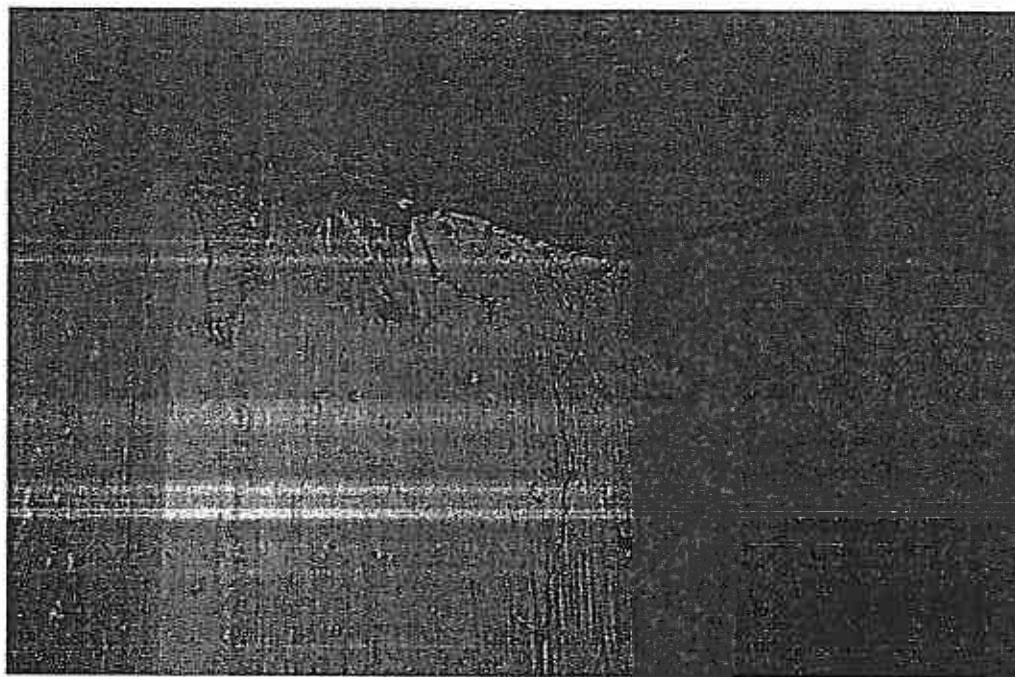


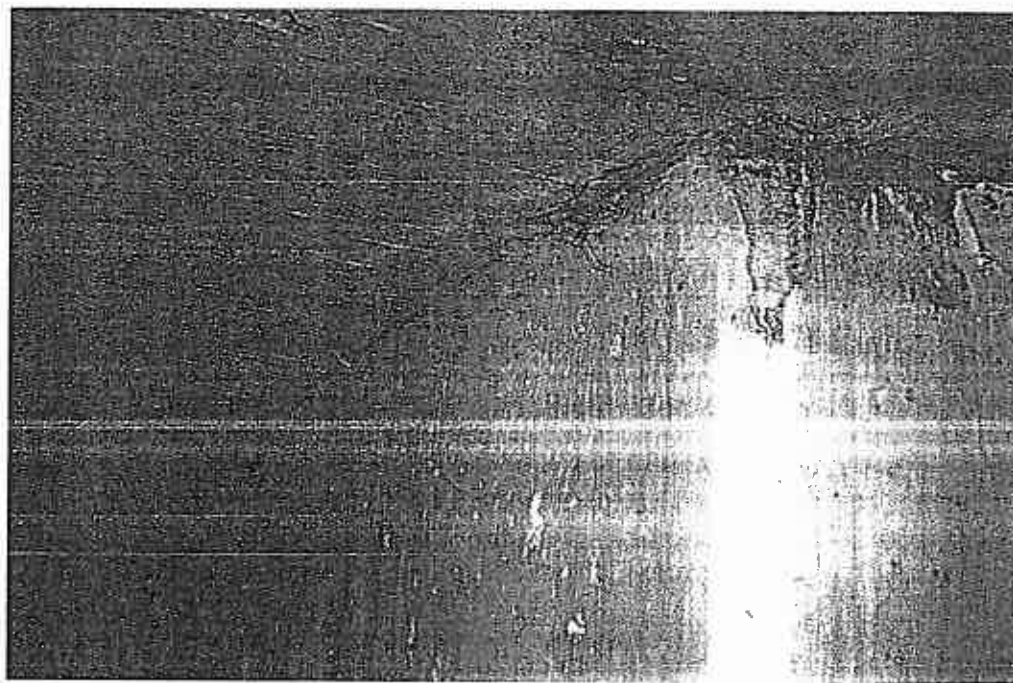
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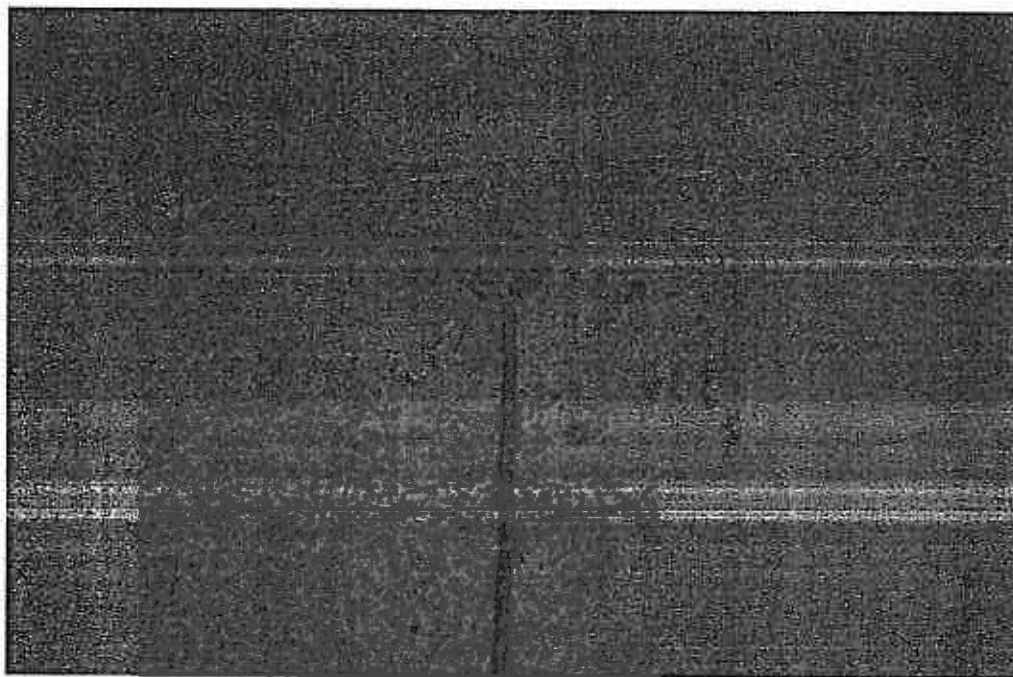


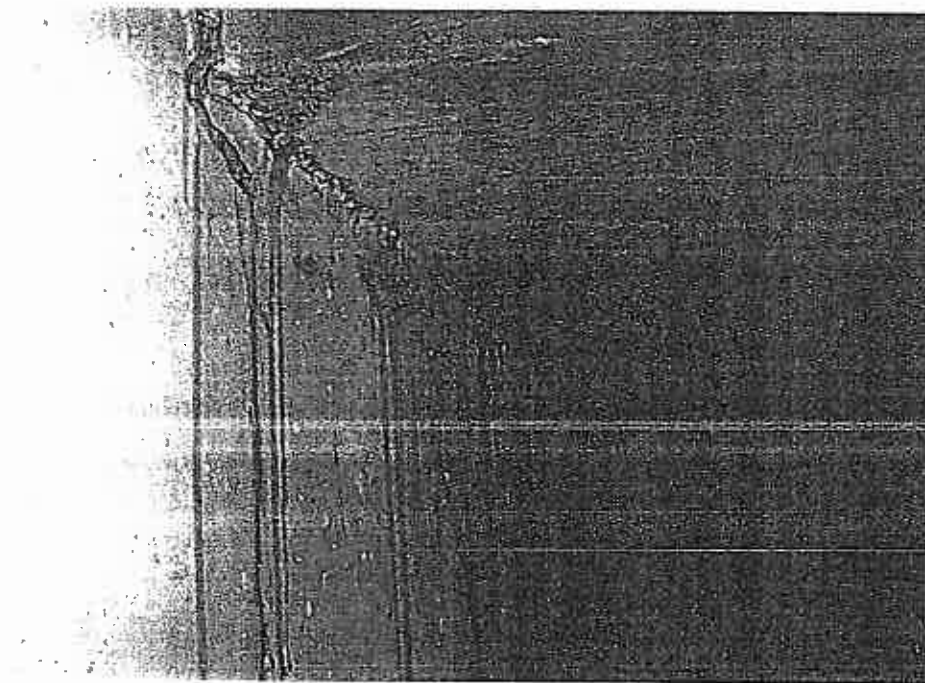
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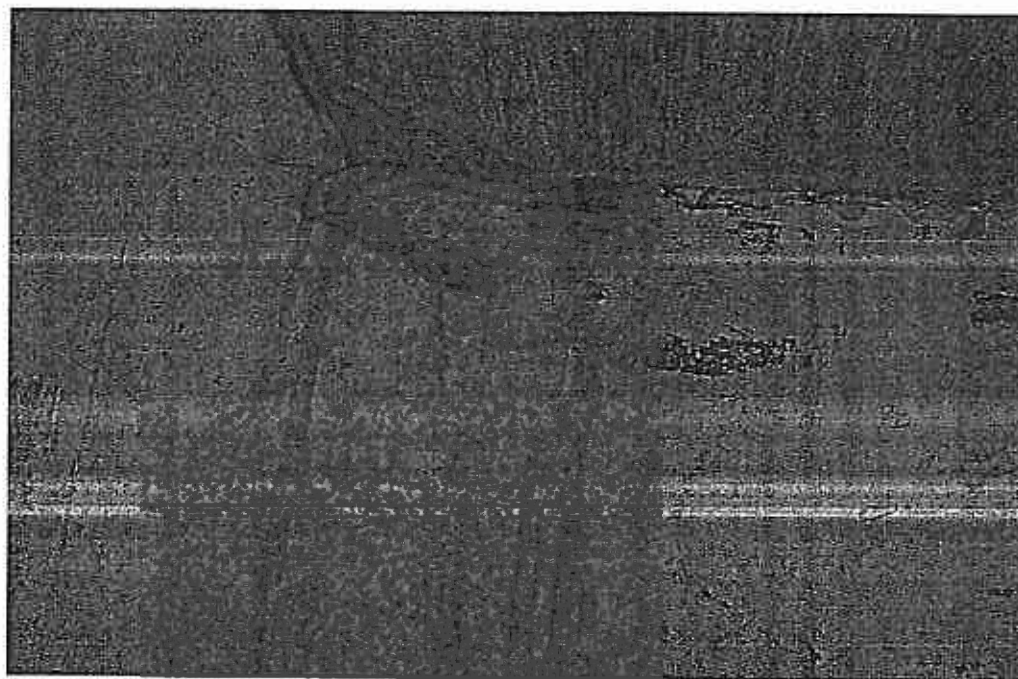


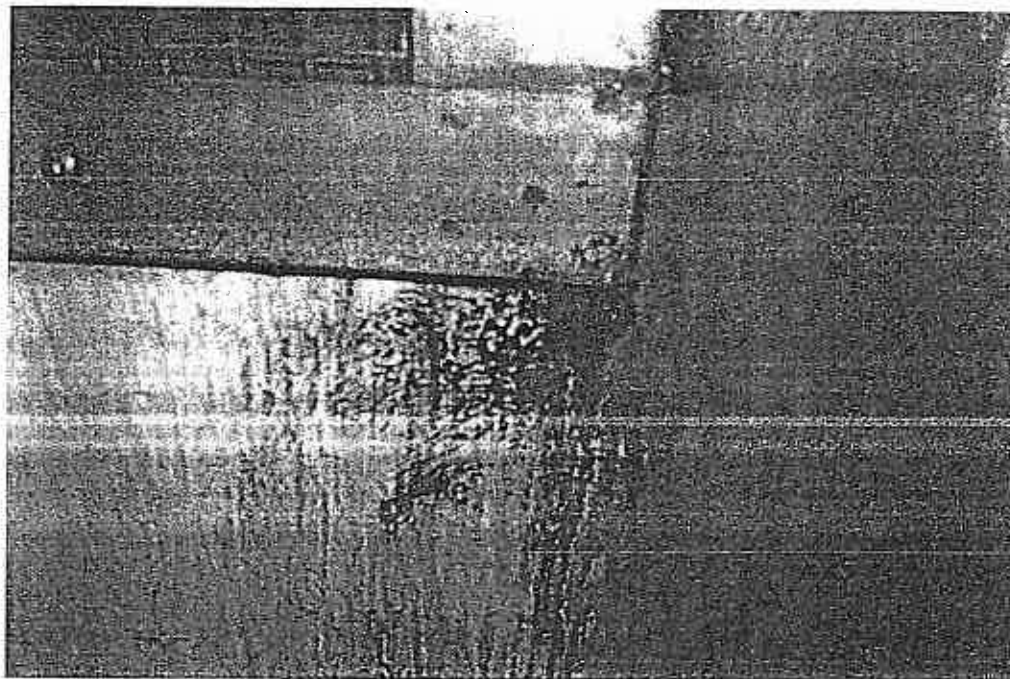
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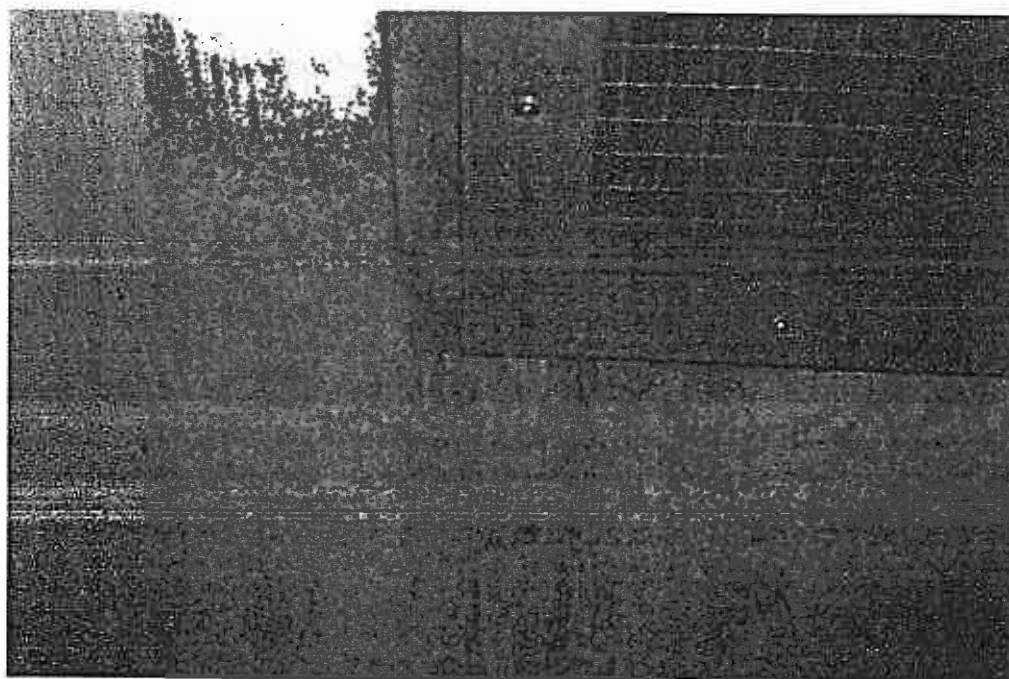


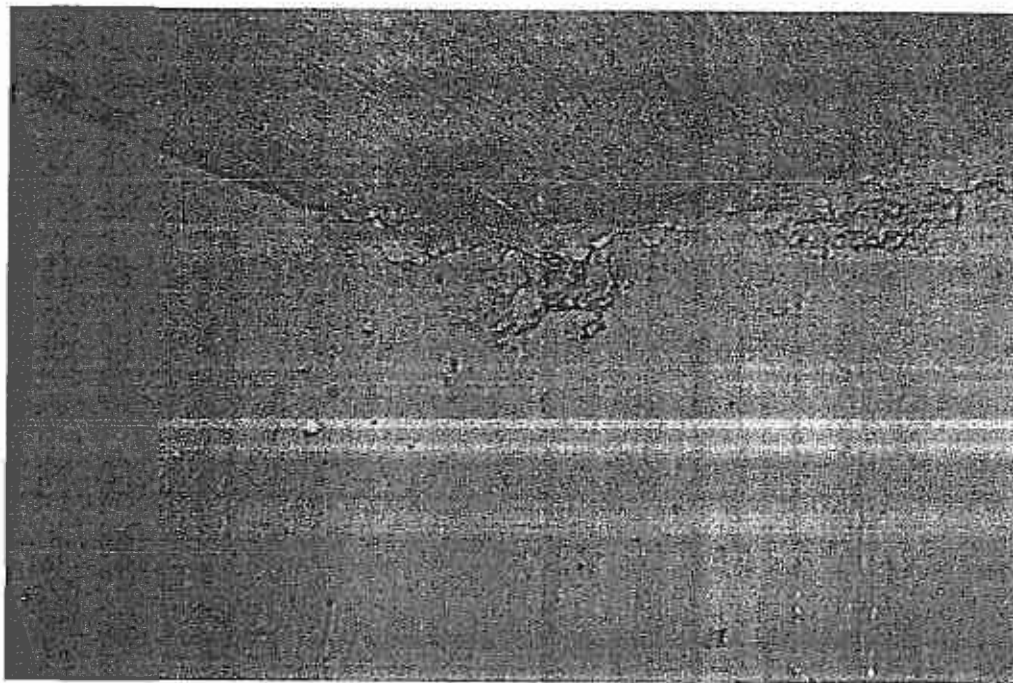
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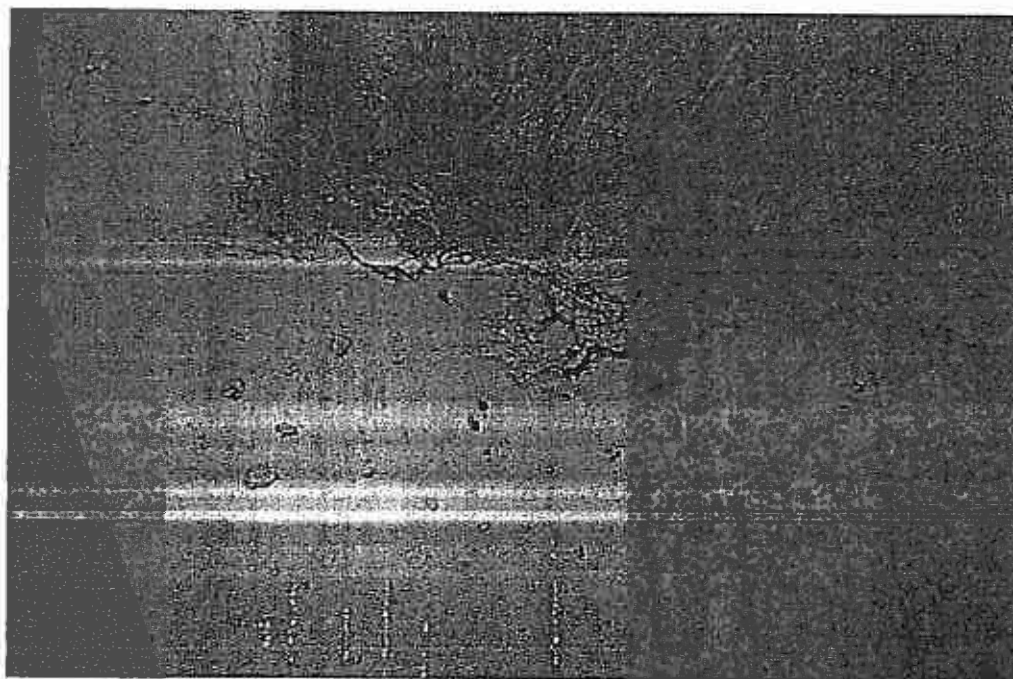


Photos No. 35 and 36





Photos No. 37 and 38



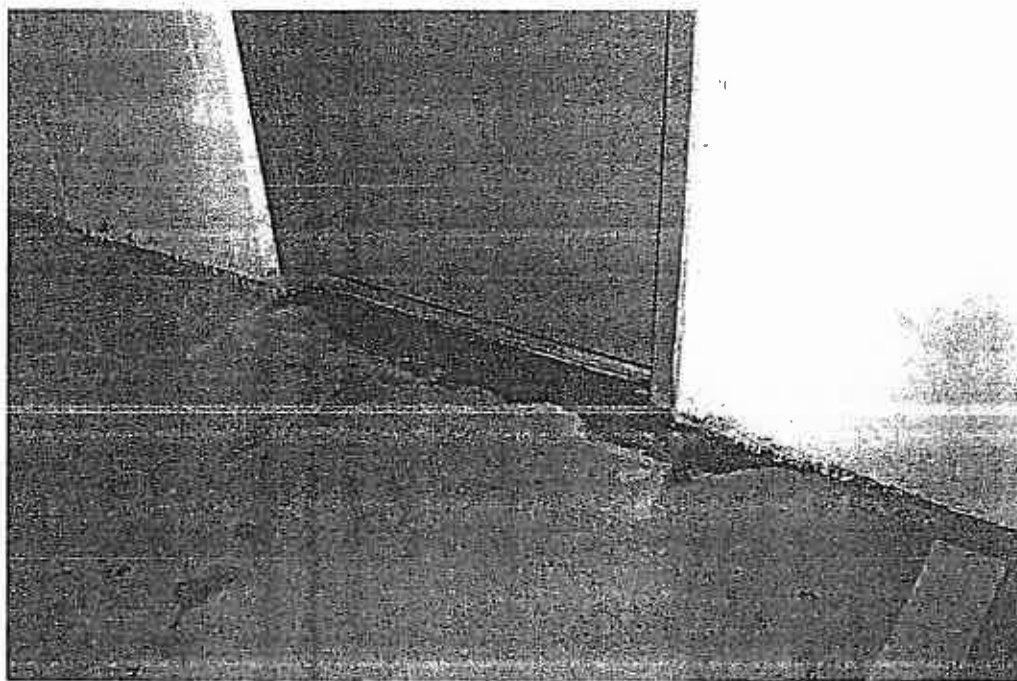


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