

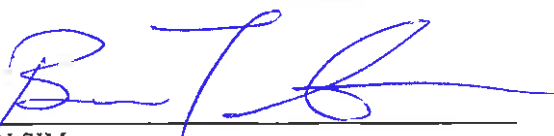
**Strata Property Act**  
**FORM B**  
**INFORMATION CERTIFICATE**  
(Section 59)

The Owners, Strata Plan VR 61 certify that the information contained in this certificate with respect to Strata Lot 5 is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above. \$205.29
- (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*)? \$0.00
- (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 31, 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 31, 2008. \$74,623.38
- (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 25.

Dated: This 25<sup>th</sup> day of August 2008.

ON BEHALF OF OWNERS' STRATA PLAN VR 61



BOON SIM  
STRATA MANAGER  
ASCENT REAL ESTATE MANAGEMENT CORPORATION



**TO WHOM IT MAY CONCERN:**

**RE: STRATA PLAN** VR 61

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

           Rules & Regulation is not available at this point in time.

           Current Budget is not available at this point in time.

**Strata Plan VR61  
THE SEABREEZE  
APPROVED BUDGET  
EFFECTIVE NOVEMBER 1, 2007- OCTOBER 31, 2008**

		<b>Budget 2007-2008</b>
<b>Revenue</b>		
3000-0000	Operating Income	162,096.59
3010-0000	CRF Income	19,359.48
3030-0000	Interest Income	1,100.00
3040-0000	Move in/out Fee	600.00
3060-0000	Laundry Income	9,000.00
3070-0000	Rental Income	9,000.00
3080-0000	Other Income	-
<b>Total Revenue</b>		<b>201,156.07</b>
<b>Expenses</b>		
4000-0000	Agent Fee	14,628.00
4010-0000	Legal/Consulting Fees	1,500.00
4015-0000	Bank Charges	100.00
4016-0000	Miscellaneous	500.00
4018-0000	Administration	1,700.00
4040-0000	Insurance	12,000.00
4040-0020	Insurance Deductible	5,000.00
4050-0000	Electricity	4,800.00
4052-0000	Water & Sewer	7,300.00
4054-0000	Recycling	1,000.00
4056-0000	Garbage Collection	2,500.00
4058-0000	Gas	30,000.00
4112-0000	Doors & Locks	600.00
4116-0000	Enterphone	200.00
4130-0000	Elevator	2,500.00
4142-0000	Fire Protection	1,700.00
4160-0000	Repairs & Maintenance - General	33,914.07
4162-0000	R & M - Carpet Cleaning	1,500.00
4170-0000	R & M - Roof	1,500.00
4172-0000	R & M - Electrical	1,200.00
4174-0000	R & M - Plumbing & Heating	12,000.00
4175-0000	HVAC	4,000.00
4222-0000	Pest Control	800.00
4228-0000	Parking Lot	1,000.00
4230-0000	Laundry Room Expenses	4,500.00
4232-0000	Janitorial	19,061.40

---

**THE SEABREEZE – VR 61**  
**Parking Policy**  
**As of February 27, 1997**

---

**Summary of Policy**

1. The parking area, both inside and outside the building, is part of the **COMMON PROPERTY OF THE STRATA CORPORATION**.
2. A particular parking spot **DOES NOT REMAIN WITH A PARTICULAR SUITE WHEN THERE IS A CHANGE OF OWNERSHIP OR A CHANGE OF RESIDENTS**. The parking spot is then assigned to the first person on the waiting list. The priority status for the waiting list is outlined in #3.
3. Residents wishing a parking space must apply in writing to the proper person. At present this is the management company. The management company will keep a list of all assigned parking and the waiting list for requested parking. This list will be presented to council at each meeting as part of the operations report. The priority list for parking spots is as follows:

1<sup>st</sup> priority – resident owners with vehicle  
2<sup>nd</sup> priority – resident owners without vehicle  
3<sup>rd</sup> priority – renters with vehicle

Any spots left over will be rented out for \$25.00 per month on a month to month basis as follows:

1<sup>st</sup> priority – resident owners with 2<sup>nd</sup> vehicle  
2<sup>nd</sup> priority – resident renters with 2<sup>nd</sup> vehicle

When a rented spot is needed for a resident requesting a first spot, notice to vacate the extra space must be given at least a month in advance.

**ASSIGNMENT OF SPOTS IN UNDERGROUND PARKING:**

Resident owners with vehicle have first priority  
Resident owners without vehicle have second priority  
Renters with vehicle have third priority  
Any spots left over will be rented out to resident owners with 2<sup>nd</sup> vehicle first and then renters with 2<sup>nd</sup> vehicle next.

4. No one, resident owner or renter, may rent a spot to anyone inside or outside the building. Anyone breaking this rule will be subject to a fine.
5. When an owner or renter moves out, the keys to the underground parking must be returned to the Caretaker on that day.

4232-0100	Janitorial Supplies	500.00
4300-0000	Landscaping	12,000.00
4518-0000	Property Taxes	800.00
4522-0000	Telephone Expenses	-
4580-0000	Strata Suite - Strata fee	2,493.12
4580-0400	Strata Suite Repairs	500.00
	<b>Total Operating Expenses</b>	<u>181,796.59</u>
	<b>Surplus / (Deficit) from operations</b>	19,359.48
4800-0000	Contingency Transfers	19,359.48
4805-0000	Prior Year Deficit Recovery	-
	<b>Total operating surplus (deficit)</b>	<u><u>0.00</u></u>

6. There will be a 'Grandfather' clause to cover all resident owners with or without vehicles and renters with a vehicle. Any renters without a vehicle will be informed that they no longer have a parking spot.
7. It is the responsibility of the person assigned to the parking spot to phone Buster's to remove an unauthorized vehicle from her/his spot. The Caretaker is not responsible for this.
8. Renters must have a Form D on file with the management company before parking will be assigned.
9. No automobile repairs are to be done either in the underground or in the outside parking area.
10. Washing of vehicles is allowed only in the designated area.

VR 61

THIS AGREEMENT made the 10 day of July, 2006.

BETWEEN:

GEORGE EUGENE PLAWSKI  
401-2025 W. 2<sup>ND</sup> Ave.  
Vancouver, British Columbia V8J 1J6

RITA PLAWSKI  
401-2025 W. 2<sup>ND</sup> Ave.  
Vancouver, British Columbia V6J 1J6

(the "Owners")

AND:

THE OWNERS, STRATA PLAN VR61  
c/o Ascent Real Estate Management Corporation  
2178 Willingdon Avenue  
Burnaby, British Columbia  
V5C 5Z9

(the "Strata Corporation")

WHEREAS:

A. The Owners are the registered owners of the property legally described as:

Parcel Identifier: 003-264-874  
Strata Lot 61 District Lot 526 Strata Plan VR. 61

(the "Strata Lot");

B. By deposit of a Strata Plan on October 13, 1972 (the "Strata Plan"), The Owners, Strata Plan VR 61 (the "Strata Corporation") denoted a certain area on the Strata Plan as a patio (the "Original Patio") for the use of the Strata Lot, such Original Patio being shown on the Strata Plan as part of the Strata Lot;

C. After the deposit of the Strata Plan, the Original Patio was renovated and extended (the "Extension"), causing the Original Patio to encroach on the common property roof of the Strata Corporation (the "Roof");

D. The Strata Plan was not amended to show the Extension;

E. In 2005, the Strata Corporation discovered defects in the Roof and the Original Patio and the Extension were removed in order to repair the Roof;

F. The Owners propose to re-build the Original Patio and the Extension (the "Work");

G. Pursuant to a resolution passed by a  $\frac{3}{4}$  vote at a Special General Meeting on April 24, 2006, the Strata Corporation consented to the Work, on the condition that the Owners enter into this Agreement

WITNESS in consideration of the premises, the parties agree as follows:



positive in form by any other party hereto shall have any effect or be binding upon any party hereto unless same shall be in writing and under the authority of such party, and any waiver whatsoever shall extend only to the particular breach so waived, and shall not limit or affect the right of any party with respect to any other or further breach.

2.5 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

2.6 **Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

2.7 **Gender.** Whenever the singular or the masculine is used herein, same shall be deemed to include reference to the plural, feminine and body corporate as necessary.

2.8 **Binding Effect.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

**THE OWNERS, STRATA PLAN VR61**

By: \_\_\_\_\_  
Its authorized signatory

SIGNED in the presence of: )

Rita Plawski  
Name  
401-2025 W 2<sup>nd</sup> ave  
Address  
Vancouver BC  
V6J 1J6  
Occupation

George Plawski  
GEORGE EUGENE PLAWSKI

SIGNED in the presence of: )

George Plawski  
Name  
401-2025 W 2<sup>nd</sup> ave  
Address  
Vancouver BC  
V6J 1J6  
Occupation

Rita Plawski  
RITA PLAWSKI

**1.0 COVENANTS OF THE OWNERS**

**1.1 The Owners jointly and severally agree to:**

- (a) do the Work only in strict accordance with designs or plans approved by the Strata Council for the Strata Corporation (the "Strata Council");
- (b) at any time upon reasonable request from the Strata Council, provide to the Strata Council all permits, proofs, designs, plans, documents, materials or other information requested in connection with the Work;
- (c) pay for all expenses relating to the Work, including but not limited to the cost of all work and materials;
- (d) indemnify and hold harmless the Strata Corporation for all actions, damages, costs, losses and expenses of whatever kind which the Strata Corporation may sustain in connection with the Work;
- (e) pay 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 direct or indirect result of the Work;
- (f) ensure that contractors hired in connection with the Work carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing, and to provide to the Strata Council proof of such insurance coverage upon request;
- (g) comply with all applicable laws;
- (h) obtain all permits required in connection with the Work;
- (i) comply with the *Strata Property Act* and its Regulations; and
- (j) comply with the Bylaws of the Strata Corporation.

**2.0 GENERAL**

**2.1 Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all other agreements whether written, or oral between the parties, it being expressly understood that there are no other representations, terms, warranties, conditions, guarantees, promises, agreements, collateral contracts or collateral agreements express or implied, or statutory, other than those contained in this Agreement and that this Agreement represents the whole of the Agreement between the parties, and no alteration, modification or amendment hereof shall be binding unless made in writing and signed by the parties hereto.

**2.2 Other instruments.** The parties shall do such additional acts and execute and deliver such further documents as may be requisite to give full effect to the terms of this Agreement.

**2.3 Severability.** The invalidity of any particular portion, section or paragraph of this Agreement shall not affect the validity of any other provision herein and, in such event, such invalid provision shall be severable from this Agreement and the remainder of this Agreement shall be construed as if such invalid provision was omitted.

**2.4 No Waiver.** No waiver by any party hereto of any breach of any covenant, representation, warranty, proviso, condition or stipulation herein contained whether express or implied or negative or

**“THE SEABREEZE”**

**STRATA PLAN VR 61**

**STRATA CORPORATION BYLAWS**

**&**

**RULES & REGULATIONS**

**\* \* \* \* \***

Attached hereto are the bylaws for Strata Plan VR 61. They are consolidated for convenience. For legal purposes please obtain a true copy as registered at the Land Title Office.

# **VR 61 Seabreeze 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**

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Where an owner fails to pay strata fees on or before ten days after the date when outstanding they will be subject to an interest charge of 10% per annum, compounded annually.
- 2.2 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.

### **3. Payment of special levies.**

- 3.1 An owner must pay special levies on the date or dates noted in the resolution authorizing the special levy.
- 3.2 Where an owner fails to pay the special levy on or before ten days after the date when outstanding, the levy will be subject to an interest charge of 10% per annum, compounded annually.

### **4. Repair and maintenance of property by owner**

- 4.1 An owner must repair and maintain and keep in a state of good repair the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

## **VR 61 Seabreeze Bylaws**

### **5. Use of property**

- 5.1 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 a hazard to the building
  - (c) causes unreasonable noise (residents shall observe 'quiet hours' between 11 p.m. and 8 a.m.)
  - (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot; is illegal; is injurious to the reputation of the building; or 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.
- 5.2 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; or do or permit to be done anything on the grounds of the common property likely to damage the plants, bushes, flowers or lawns; and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth, or to interfere with the cutting of lawns or the maintenance of the common property from time to time; and each owner shall endeavour to conserve the plumbing and water system and the sewers and drains which service the building on his strata lot as well as the strata lots of other owners, and keep the same open and free from obstruction. Any damage to any of the aforesaid caused by the wrongful act or neglect of any owner, his family, tenants, agents, visitors, licencess, invitees or workmen shall be repaired at the expense of such owner.
- 5.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 5.4 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 5.1, 5.2 and 5.3, 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.
- 5.5 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 four persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than six persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 5.5, "persons" is defined to include children, but exclude visitors staying for less than 30 days with a resident.

## **VR 61 Seabreeze Bylaws**

### **6. Pets and Animals**

- 6.1 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.
- 6.2 A resident or visitor must ensure that all animals are leashed, supervised and controlled when on the common property or on land that is a common asset. Animals found at large or uncontrolled on common property may be delivered to the pound, to be reclaimed at the cost of the owner.
- 6.3 A resident must not keep a pet on a strata lot other than one or more of the following, except with prior written permission, but such permission shall not be unreasonably withheld:
- (a) a reasonable number of fish or other small aquarium animals;
  - (b) up to four small caged mammals;
  - (c) up to 4 caged birds;
  - (d) Up to a total of 2 dogs or 3 cats
- 6.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 6.5 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner. 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.
- 6.6 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any mess or excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 6.7 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.
- 6.8 An owner must not leave a dog or cat unattended for a period exceeding 24 hours.

### **7. Inform strata corporation**

- 7.1 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

## **VR 61 Seabreeze Bylaws**

- (b) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- 7.2 On request by the strata corporation, an owner must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.
- 8. **Obtain approval before altering a strata lot**
- 8.1 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.
- 8.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, 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. 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, and provide copies of any required permits and licences to council if requested.
- 9. **Obtain approval before altering common property**
- 9.1 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. An owner, as part of an 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 9.1.

## **VR 61 Seabreeze Bylaws**

- 9.2 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.
- 9.3 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.
- 9.4 An owner who, subsequent to the passage of bylaws 9.1 to 9.3 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.
- 10. Renovations/alterations**
- 10.1 Any renovation or alteration of a strata lot which affects the integrity of existing walls, plumbing or electrical systems must be performed by tradespersons who are licensed and bonded.



## **VR 61 Seabreeze Bylaws**

- 10.2 A resident must be responsible to ensure 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; and any associated construction debris is removed daily.
- 10.3 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. Written notice of days and hours of work must be provided to neighbours (including those above and below, as applicable) a minimum of three days before work commences. 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.
- 11. Permit entry to strata lot**
- 11.1 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 inspect those particular assets or portions of the strata lot that are the responsibility of the owner to repair, replace, renew and maintain, and the state of which may pose a hazard to the building, or the assets of other owners or residents; or to ensure a resident's compliance with the Act, bylaws and rules.
- 11.2 Under certain circumstances forced entry to a strata lot may be deemed necessary. These circumstances include (1) required emergency access, as defined in 11.1(a), when an appropriate attempt to contact the owner of the strata lot is not successful; and (2) when, as a result of a disturbance originating within a strata lot, a resident's failure to comply with a bylaw or rule of the corporation is deemed by an authority of the corporation to have a significant ongoing adverse effect on the well-being of other residents, and, after a reasonable attempt by the corporation to contact the resident or the owner's designated key-holder, the disturbance continues. If forced entry to a strata lot is required, the owner shall be responsible for all costs of forced entry incurred by the strata corporation. The notice referred to in bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry.

### **Powers and Duties of Strata Corporation**

- 12. Repair and maintenance of property by strata corporation**
- 12.1 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

## **VR 61 Seabreeze Bylaws**

- (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and 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 fences, railings and similar structures that enclose patios, balconies and yards.

### **Council**

#### **13. Council size**

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

#### **14. Council eligibility**

- 14.1 An owner or the spouse of an owner, but not both, may stand for council.
- 14.2 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; or 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 amounts owing for which the owner is responsible under section 131 of the Act.

#### **15. Council members' terms**

- 15.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 15.2 A person whose term as council member is ending is eligible for reelection.

## **VR 61 Seabreeze Bylaws**

### **16. Removing council member**

- 16.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. In this bylaw 16.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 16.2 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.
- 16.3 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 up to, at least, the minimum number of council members required by bylaw of the strata corporation, for the remainder of the term.
- 16.4 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.
- 16.5 A replacement council member appointed pursuant to bylaws 16.2 and 16.4 may be appointed from any person eligible to sit on the council.

### **17. Replacing council member**

- 17.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 17.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 17.3 The council may appoint a council member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.
- 17.4 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.

### **18. Officers**

- 18.1 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.
- 18.2 A person may hold more than one office at a time, but may not hold the offices of president and vice president simultaneously.
- 18.3 The vice president has the powers and duties of the president

## **VR 61 Seabreeze Bylaws**

- (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.

18.4 The strata council may vote to remove an officer.

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

### **19. Calling council meetings**

19.1 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.

19.2 The notice in bylaw 19.1 does not have to be in writing.

19.3 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.

### **20. Requisition of council hearing**

20.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

20.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 20.1, 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. If a quorum is not able to convene within one month of the date of receipt by the council of the application, the hearing will be tabled for the next regularly scheduled council meeting.

20.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within thirty days of the date of the hearing.

### **21. Quorum of council**

21.1 A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and

## **VR 61 Seabreeze Bylaws**

(d) 4, if the council consists of 7 members.

21.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

### **22. Council meetings**

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

22.2 At the option of the council, council meetings may be held by any electronic means which permits all persons participating in the meeting to communicate with each other during the meeting.

22.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

22.4 Owners and spouses of owners may attend council meetings as observers.

22.5 Despite bylaw 22.4, 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) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **23. Voting at council meetings**

23.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting

23.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

23.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **24. Council to inform owners of minutes**

24.1 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.

### **25. Delegation of council's powers and duties**

25.1 Subject to bylaws 25.2, 25.3 and 25.4, 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.

25.2 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

## **VR 61 Seabreeze Bylaws**

- (b) delegates the general authority to make expenditures in accordance with bylaw 25.3.
- 25.3 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.
- 25.4 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.
- 26. **Spending restrictions**
- 26.1 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.
- 27. **Limitation on liability of council member**
- 27.1 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.
- 27.2 Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 27.3 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**

- 28. **Fines**
- 28.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
  - (a) An amount not exceeding \$25.00 for the first violation, \$100.00 for the second violation and \$200.00 for each subsequent violation of any of these bylaws. \$25.00 for each contravention of a rule.
- 28.2 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.
- 28.3 An owner will be charged \$25.00 for any cheque written in payment to the Seabreeze VR 61, that is returned for insufficient funds.

## **VR 61 Seabreeze Bylaws**

### **29. Continuing contravention**

- (a) Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a maximum fine of up to \$200 may be imposed every 7 days.

### **Annual and Special General Meetings**

### **30. Quorum of meeting**

- 30.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 30.1 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.

### **31. Person to chair meeting**

- 31.1 Annual and special general meetings must be chaired by the president or the agent of the council.
- 31.2 If neither the president nor the agent of the council is willing and able to act, the meeting must be chaired by the vice president of the council.
- 31.3 If neither the president nor the vice president nor the agent 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.

### **32. Participation by other than eligible voters**

- 32.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
  - (a) Persons who are not eligible to vote may not participate in the discussion at a meeting, unless permitted to do so by the chair.

### **33. Voting**

- 33.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if:
  - (a) the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act; or
  - (b) 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; or
  - (c) 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,

## **VR 61 Seabreeze Bylaws**

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.

- 33.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 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.
- 33.7 Despite anything in bylaws 33.1 to 33.6 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **34. Electronic attendance at meetings**

- 34.1 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.
- 34.2 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.

### **35. Order of business**

- 35.1 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;



## **VR 61 Seabreeze Bylaws**

- (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**

#### **36. Voluntary dispute resolution**

- 36.1 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.
- 36.2 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.
- 36.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Small Claims Court Proceedings**

#### **37. Authorization to proceed**

- 37.1 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.

# **VR 61 Seabreeze Bylaws**

## **Marketing Activities by Owner Developer**

### **Marketing Activities by Owners and Occupants**

#### **38. Sale of a strata lot**

- 38.1 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**

#### **39. Insuring against major perils**

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

### **Storage**

#### **40. Storage lockers and bicycle storage**

- 40.1 A resident must store bicycles and tricycles only in designated indoor parking areas, the bicycle room or inside the resident's suite. Bicycles stored in residents' suites must be carried through hallways and transported between floors on the elevator.
- 40.2 A resident must not store any hazardous or flammable substances in storage lockers.

### **Parking**

#### **41. Parking**

- 41.1 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.
- 41.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 41.3 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.
- 41.4 An owner must not rent or lease assigned parking stalls-
- 41.5 A resident must park only in the parking stall assigned to the resident.
- 41.6 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.
- 41.7 Any resident's vehicle parked in violation of bylaw 41.6 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.

## **VR 61 Seabreeze Bylaws**

- 41.8 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, motor tune ups or mechanical repairs.
- 41.9 A resident may wash a vehicle only in the location designated for vehicle washing.
- 41.10 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

### **Moving**

#### **42. Moving in/out procedures**

- 42.1 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.
- 42.2 A resident must ensure that the lobby doors are not left open, ajar or unattended.
- 42.3 A resident must ensure that all common areas are left damage free and clean, and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 42.4 Owners moving in to their strata lots will be charged a \$50.00 'New Resident' fee; this fee shall also be charged for each and every tenant change, to help offset the additional maintenance and administration costs associated with the move.

### **Appearance of strata lots**

#### **43. Cleanliness**

- 43.1 A resident must not allow a strata lot to become unsanitary. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored on limited common property or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 43.2 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.

### **Rentals**

#### **44. Residential rentals**

- 44.1 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.
- 44.2 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.

# **VR 61 Seabreeze Bylaws**

## **Visitors and Children**

### **45. Children and Visitor supervision**

- 45.1 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, that will not disturb the rights of quiet enjoyment of others.
- 45.2 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.
- 45.3 Residents are responsible to assume liability for and properly supervise activities of children residing in or visiting their lot.

### **46. Miscellaneous**

- 46.1 A resident or visitor must not smoke on common property.
- 46.2 Only those barbeques which are fueled by propane may be used on a resident's deck or patio.
- 46.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 46.4 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.
- 46.5 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted in excess of one week.
- 46.6 A resident must ensure that no laundry, flags, clothing, bedding 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.
- 46.7 A resident must not display or erect or install fixtures, poles, clotheslines, racks, window-mounted air conditioning units, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset without prior written permission from council. 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.

**Hammerberg  
Altman  
Beaton  
& Maglio LLP**

Soren Hammerberg\*  
Joel Altman\*  
Mandeep S. Randhawa\*  
Jennifer L. Neville  
David J. Sinnott

David M. Maglio  
G. Stephen Hamilton\*  
Dale M. McGregor  
Krista L. Simon  
Douglas T.K. Chiu

Melvin W. Beaton\*  
James T. McBride\*  
Joel D. Zanatta  
Praveen K. Sandhu  
Sanjeeta K. Johal

Telephone: (604) 269-8500  
Facsimile: (604) 269-8511  
Toll Free: 1-888-LAW-5544  
website: [www.hammerco.net](http://www.hammerco.net)

File No. 06083

June 4, 2007

**VIA REGULAR MAIL**

Ascent Real Estate Management Corporation  
2176 Willingdon Avenue  
Burnaby, BC V5C 5Z9

Attention: **Hanne Andersen**

Dear Sirs/Mesdames:

Re: **The Owners, Strata Plan VR61**

Further to our email dated May 4, 2007, we enclose copies of filed Form 1 – Amendment to Bylaws for your records.

We trust you will find the enclosed to be in order. If you have any further questions or concerns, please do not hesitate to contact the writer.

Yours truly,

**HAMMERBERG ALTMAN BEATON & MAGLIO LLP**



**JENNIFER L. NEVILLE**

JLN/ac

Enclosure(s)

ASCENT REAL ESTATE MGMT CORP  
JUN - 7 2007  
**RECEIVED**

16 MAY 2007 11 10

BB400333

**REGISTRAR  
LAND TITLE OFFICE  
NEW WESTMINSTER, BC**

**COPY**

**May 16, 2007**

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

---

**FORM I AMENDMENT TO BYLAWS  
VR 61**

---

---

---



Signature of agent – Terri Fulford

HAMMERBERG ALTMAN BEATON & MAGLIO  
1220 – 1200 West 73<sup>rd</sup> Avenue  
Airport Square  
V6P 6G5

**DYE & DURHAM – Client no. 11061**

***Strata Property Act***  
**Form I**  
**AMENDMENT TO BYLAWS**  
***(Section 128)***

The Owners, Strata Plan VR61 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 26<sup>th</sup> day of April, 2007.

.....  
Signature of Council Member

Law B. Slade  
.....  
Signature of Second Council Member (not required if council consists of only one member)

**RESOLUTIONS OF THE OWNERS, STRATA PLAN VR61**

(the "Strata Corporation")

**WHEREAS** The Strata Corporation proposes to update its bylaws.

**BE IT RESOLVED** that:

1. The existing bylaws of the Strata Corporation be amended by deleting Bylaws 8.1 and 8.2 of the existing bylaws, and replacing them with the bylaw attached as Schedule "A" hereto (the "New Bylaw No. 8");
2. The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions as are required to register the New Bylaw No. 8 at the Land Title Office, including but not limited to filing a Form I, Amendment to Bylaws.
3. Any two members of the Strata Council execute such documents as are required to register the New Bylaw No. 8 in the Land Title Office on behalf of the Strata Corporation.



## **Schedule "A"**

### **Additional Bylaws of The Owners Strata Plan VR61 (the "Strata Corporation")**

#### **8. Alterations and Improvement**

8.1 In this Bylaw 8, the following words shall have the following meanings:

- (a) "Act" means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;
- (b) "Bylaws" means the bylaws of the Strata Corporation from time to time;
- (c) "Common Asset" has the meaning ascribed to it in the Act;
- (d) "Common Property" has the meaning ascribed to it in the Act;
- (e) "Limited Common Property" means Common Property designated for the exclusive use of an Owner;
- (f) "Occupant" means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- (g) "Owner" means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;
- (h) "Premises" means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;
- (i) "Strata Council" means the duly elected Strata Council of the Strata Corporation;
- (j) "Strata Lot" means a lot shown on the Strata Plan;
- (k) "Strata Plan" means Strata Plan VR61;
- (l) "Tenant" has the meaning ascribed to it in the Act.

8.2 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition or doing a renovation or other work on or to the Premises (the "Work") that involves any of the following:

- (a) the structural components of the building;
- (b) the exterior of the building;
- (c) chimneys, stairs, balconies, or things attached to the exterior of the building;

- (d) doors or windows on the exterior of the 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 a Strata Lot which the Strata Corporation is required to insure; or
- (h) Common Property, Common Assets or Limited Common Property.

8.3 Any Owner making application to the Strata Council pursuant to Bylaw 8.2 shall provide to the Strata Council:

- (a) detailed plans and a written description of the Work; and
- (b) any other materials or information reasonably requested by the Strata Council.

8.4 The Strata Corporation must not unreasonably withhold its approval under Bylaw 8.2 but may require, as a condition of such approval that the Owner agree and confirm, in writing, to:

- (a) comply with the terms of the Bylaws, and in particular without limiting the generality of the foregoing, to comply with Bylaw 8.5; and
- (b) comply with any other terms that the Strata Corporation may require.

8.5 An Owner who receives approval from the Strata Corporation in accordance with Bylaw 8.4 shall:

- (a) pay all costs and expenses related to the Work;
- (b) do the Work in accordance with the design or plans approved by the Strata Council or its duly authorized representatives;
- (c) ensure that the standard of workmanship and materials with respect to the Work be of similar or better quality to those on the Premises at the time the Work is done;
- (d) immediately upon request from the Strata Council, provide to the Strata Council evidence of the coverage referred to in Bylaw 8.6;
- (a) for so long as he, she or it 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 Work; and
- (b) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work.

- 8.6 An Owner shall ensure that contractors hired by him or her to work on the Premises:
- (a) carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing from time to time; and
  - (b) comply with and do all such things as are required to comply with workers' compensation legislation.
- 8.7 When performing the Work, an Owner shall:
- (a) comply with all applicable laws;
  - (b) obtain all required permits; and
  - (c) comply with the Bylaws.
- 8.8 An Owner shall, at the end of each day while the Work is being performed:
- (a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the alterations to the Premises; and
  - (b) fix any damage to Common Property or land that is a Common Asset resulting from the Work.
- 8.9 Where an Owner fails to comply with Bylaw 8.8, the offending Owner shall reimburse the Strata Corporation for any direct costs incurred as a result of such failure.
- 8.10 Where an Owner makes any alteration or addition to the Premises in contravention of these Bylaws, in addition to the remedies set out in Bylaw 28, the Strata Corporation shall be entitled to do all things as are necessary to restore the Strata Lot to its original condition, and the Owner shall immediately upon receipt of notice from the Strata Corporation reimburse the Strata Corporation for such costs.



**The Sea Breeze (vr61)**  
**Balance Sheet**  
**As at July 31, 2008**

---

**ASSETS**

**Current Assets**

Bank - Operating	25,681.32
Bank - Contingency Reserve Fund	74,623.38
Bank - Boiler Reserve Levy	3.07
Bank - Landscape Levy	11,173.67
Bank - Oil Tank Levy	10,415.45
Bank - North Landscaping Levy	9,253.10
Bank - Elevator Modernization Levy	29,574.78
Accounts Receivable - Operating	77.44
Accounts Receivable - Boiler Reserve Levy	(3.07)
Accounts Receivable - Ascent	55.99
A/R - Insurance Claim	736.06

<b>Total Current Assets</b>	<b><u>161,591.19</u></b>
-----------------------------	--------------------------

**Fixed Assets**

Caretaker's Suite	96,300.00
-------------------	-----------

<b>Total Fixed Assets</b>	<b><u>96,300.00</u></b>
---------------------------	-------------------------

<b>TOTAL ASSETS</b>	<b><u>257,891.19</u></b>
---------------------	--------------------------

**LIABILITIES AND OWNER'S EQUITY**

**LIABILITIES**

Accounts Payable	1,355.40
Security Deposit Payable	375.00
Other Refundable Deposits	892.00

<b>Total Liabilities</b>	<b><u>2,622.40</u></b>
--------------------------	------------------------

**OWNERS' EQUITY**

Operating Fund - Prior Year (RE)	5,326.55
Operating Fund - Current Year	19,957.26
Contingency Reserve Funds (Reserve)	74,623.38
Caretaker's Suite	96,300.00
Special Levy - North Landscaping	9,253.10
Special Levy - Elevator Modernization	29,574.78
Special Levy - Landscaping	9,818.27
Special Levy - Oil Tank	10,415.45

<b>Total Owners' Equity</b>	<b><u>255,268.79</u></b>
-----------------------------	--------------------------

<b>TOTAL LIABILITIES AND OWNER'S EQUITY</b>	<b><u>257,891.19</u></b>
---	--------------------------



**The Sea Breeze (vr61)**  
**Income Statement**  
Unaudited for 9 months  
For the period ending July 31, 2008

Account		MTD Actual	MTD Budget	YTD Actual	YTD Budget	\$ Variance	Annual Budget
<b>Income</b>							
Operating Income (Strata)	3000-0000	13,508.02	13,508.00	121,572.18	121,572.00	0.18	162,097.00
Contingency Reserve Income	3010-0000	1,613.29	1,613.00	14,519.61	14,519.00	0.61	19,359.00
Interest Income	3030-0000	86.18	92.00	524.18	825.00	(300.82)	1,100.00
Move In/Out Fee	3040-0000	0.00	50.00	150.00	450.00	(300.00)	600.00
Laundry Income	3060-0000	1,022.00	750.00	6,948.00	6,750.00	198.00	9,000.00
Rental income	3070-0000	777.75	750.00	6,805.50	6,750.00	55.50	9,000.00
<b>Total Income</b>		<b>17,007.24</b>	<b>16,763.00</b>	<b>150,519.47</b>	<b>150,866.00</b>	<b>(346.53)</b>	<b>201,156.00</b>
<b>Expense</b>							
Agent Fee	4000-0000	1,464.75	1,219.00	12,519.80	10,971.00	(1,548.80)	14,628.00
Legal/consulting fees	4010-0000	0.00	125.00	10,134.62	1,125.00	(9,009.62)	1,500.00
Bank Charges	4015-0000	6.00	8.00	62.00	75.00	13.00	100.00
Miscellaneous	4016-0000	0.00	42.00	456.07	375.00	(81.07)	500.00
Administration	4018-0000	23.31	142.00	945.54	1,275.00	329.46	1,700.00
Insurance	4040-0000	850.12	1,000.00	8,380.76	9,000.00	619.24	12,000.00
Insurance Claim	4040-0020	0.00	417.00	0.00	3,750.00	3,750.00	5,000.00
Electricity	4050-0000	481.99	400.00	3,206.97	3,600.00	393.03	4,800.00
Water & Sewer	4052-0000	0.00	608.00	2,615.64	5,475.00	2,859.36	7,300.00
Recycling	4054-0000	0.00	83.00	0.00	750.00	750.00	1,000.00
Garbage Collection	4056-0000	191.33	208.00	1,707.44	1,875.00	167.56	2,500.00
Gas	4058-0000	1,683.68	2,500.00	26,023.17	22,500.00	(3,523.17)	30,000.00
Doors & Locks	4112-0000	0.00	50.00	228.20	450.00	221.80	600.00
Enterphone	4116-0000	0.00	17.00	0.00	150.00	150.00	200.00
Elevator	4130-0000	204.58	208.00	2,273.04	1,875.00	(398.04)	2,500.00
Fire Protection	4142-0000	0.00	142.00	845.25	1,275.00	429.75	1,700.00
Repairs & Maintenance - General	4160-0000	157.50	2,826.00	6,335.77	25,435.00	19,099.23	33,914.00
R & M - Carpet Cleaning	4162-0000	854.91	125.00	854.91	1,125.00	270.09	1,500.00
R & M - Roof	4170-0000	0.00	125.00	0.00	1,125.00	1,125.00	1,500.00
R & M - Electrical	4172-0000	0.00	100.00	0.00	900.00	900.00	1,200.00
R & M - Plumbing/Heating	4174-0000	3,453.45	1,000.00	9,584.39	9,000.00	(584.39)	12,000.00
HVAC	4175-0000	0.00	333.00	0.00	3,000.00	3,000.00	4,000.00
Pest Control	4222-0000	367.50	67.00	848.66	600.00	(248.66)	800.00
Parking Lot	4228-0000	0.00	83.00	0.00	750.00	750.00	1,000.00
Laundry Room expenses	4230-0000	361.76	375.00	3,562.20	3,375.00	(187.20)	4,500.00
Janitorial	4232-0000	2,980.95	1,588.00	15,991.89	14,296.00	(1,695.89)	19,061.00
Janitorial Supplies	4232-0100	0.00	42.00	0.00	375.00	375.00	500.00
Landscaping	4300-0000	0.00	1,000.00	6,869.43	9,000.00	2,130.57	12,000.00
Property Taxes	4518-0000	429.01	67.00	727.01	600.00	(127.01)	800.00
Strata Suite - Strata Fee	4580-0200	207.76	208.00	1,869.84	1,870.00	0.16	2,493.00
Strata suite Repairs	4580-0400	0.00	42.00	0.00	375.00	375.00	500.00
<b>Total Expense</b>		<b>13,718.60</b>	<b>15,150.00</b>	<b>116,042.60</b>	<b>136,347.00</b>	<b>20,304.40</b>	<b>181,796.00</b>
<b>Surplus(deficit) from operations</b>		<b>3,288.64</b>	<b>1,613.00</b>	<b>34,476.87</b>	<b>14,519.00</b>	<b>19,957.87</b>	<b>19,360.00</b>
Contingency Reserve Transfer	4800-0000	1,613.29	1,613.00	14,519.61	14,519.00	(0.61)	19,359.00
<b>Total operating surplus(deficit)</b>		<b>1,675.35</b>	<b>0.00</b>	<b>19,957.26</b>	<b>0.00</b>	<b>19,958.48</b>	<b>1.00</b>





**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

**OBSERVATION REPORT**

J.E.

File No.: A-046-01

Client: Attention: Darren Schultz  
Ascent Real Estate Management  
(Fax: 604-431-1818)

Date: August 13, 2001  
Time: 10:30 pm  
Crew: 7 men

Project: STRATA PLAN VR 61 - THE SEA BREEZE  
2025 WEST 2<sup>ND</sup> AVENUE, VANCOUVER, BC

Weather: Sunny, 23°C.

Contractor: Atlas Painting & Restoration Ltd.  
Site Superintendent: Marco Michalski

Fax: 604-244-0356

Membrane Contractor: Trory Construction Specialties Ltd.  
Superintendent: Bill Trory

Fax: 604-980-5018

---

**REPORT:**

**ITEM:** Review of Repair to Concrete Parkade

**OBSERVATIONS:**

1. Excavation is completed along the south, west and east portions of the building. Two continuing processes, mechanical and high-pressure water for removal of the existing membrane are being used, with good progress to date.
2. A site meeting was held with the representative of Trory Construction Specialties, the Hydrotech membrane contractor. The purpose of the meeting was to review the requirements for preparation of the concrete substrate prior to the application of the specified membrane. Items discussed included removal of the stucco approx. 8 inches up on the wing walls, removal of all cementitious parging and flashing details around the wing walls and granulated protection top sheet for the exposed areas on the foundation walls of the building. All of the above items were discussed during the site meeting and have been resolved.
3. Atlas Painting & Restorations Ltd. was instructed to remove all remnants of the existing membrane which will be reviewed by Trory Construction Specialties and ourselves prior to installation of the Hydrotech membrane.
4. Removal of all existing electrical conduits fastened to the original balconies for the exterior lighting on the west and east elevations has been done. The electrician will incorporate the conduits in ground as the project progresses.

**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

OBSERVATION REPORT

Our File No. A-046-01

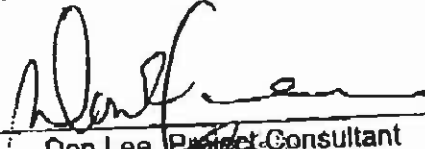
August 13, 2001  
Page 2.

**OBSERVATIONS - Continued**

5. A review was carried out of the underside slab repairs with Mr. Louis van Blankenstein, P.Eng. of Gordon Spratt & Associates Ltd. and the contractor. The rebar is extremely close to the surface on the underside of the structural slab, and delamination could extend past the original scope of work. We will identify all areas of additional delamination and report.
6. We have scheduled with the contractor, a delamination survey to be done on the top side of the structural slab for Thursday, August 16th, to determine if repairs to the structural slab will be necessary prior to application of the new membrane system.
7. The existing drains on the lower patio decks appear to be non-functional. The contractor will investigate the previous attempts of installing drains on these patio decks and we will advise further once the investigation is complete.
8. Trory Construction Specialties expressed concern about the location of the T.V. cable routing. We have contacted Shaw Cable Systems to have a Technician on site to either re-route or re-encase the television cable so the waterproofing contractor can provide a monolithic waterproof membrane as required.
9. The contractor has been advised that shoring of the structural slab will at this time have to be performed at the east end of the parkade where concrete removal has begun.

**OBSERVER:**

Per:

  
Don Lee, Project Consultant

DE/ls

**REVIEWED BY:**

Per:

  
Louis van Blankenstein, P.Eng.

**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

**OBSERVATION REPORT**

DC.

File No.: A-046-01

Client: Attention: Darren Schultz  
Ascent Real Estate Management  
(Fax: 604-431-1818)

Date: August 15 and 16, 2001  
Time: 9:30 a.m.  
Crew: 6 men

Project: STRATA PLAN VR 61 - THE SEA BREEZE  
2025 WEST 2<sup>ND</sup> AVENUE, VANCOUVER, BC

Weather: Cloudy, 20°C.

Contractor: Atlas Painting & Restorations Ltd.  
Site Superintendent: Marco Michalski

Fax: 604-244-0356

Membrane Contractor: Trory Construction Specialties Ltd.  
Superintendent: Rob Willemssen

Fax: 604-980-5018

---

**REPORT:****ITEM:** Review of Repair to Concrete Parkade**OBSERVATIONS:**

1. On August 15th and 16th, 2001, a chain drag delamination and crack survey was performed on the entire structural slab east of the main entrance, and approx. one-third of the structural slab west of the main entrance. Atlas Painting & Restorations Ltd., was in the process of removing the final pieces of the original membrane with tripping hammers, and pressure washing the remaining areas.
2. The total square footage of delaminations of the structural slab on the east half of the south elevation is 33.5 square feet, with a total of 45 lineal feet of cracking that must be repaired. The total square footage of delaminations and lineal footage of cracking will be reported at a further date when the survey for the remaining two-thirds of the structural slab on the south elevation, west of the main entrance, is complete.
3. The original finish of the top side of the structural slab had areas where there were high points in the concrete. The contractor has been advised that these high points on the slab will have to be removed in order for the membrane contractor to be able to provide the mil thicknesses required during installation of the Hydrotech 6125, fully-reinforced membrane system.
4. The contractor has been advised that the original membrane beneath the brick patios must be removed and cleaned further for proper adhesion of the new membrane system.

**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

OBSERVATION REPORT

Our File No. A-046-01

August 15 and 16, 2001  
Page 2.

**OBSERVATIONS - Continued**

5. The parging on the east face of the retaining wall on the south elevation and all the stucco along the wing walls (lower 8-10 inches) must be removed so the membrane contractor can provide proper adhesion of the new membrane for this monolithic system.
6. I have advised Marco, the Site Superintendent for Atlas Painting & Restorations Ltd. to have Shaw Cable Systems contact Trory Construction Specialties in order for them to work out a proper detail for either re-routing or redesigning the attachment of the T.V. cable wires at various locations on the south elevation.
7. Drawings, signed and sealed by a Professional Engineer, for the shoring jacks being installed on the underside of the suspended slab are required for our records. The contractor was advised of this.
8. We are still awaiting pricing for various areas of miscellaneous work extra to the contract, i.e. additional patios, electrical re-routing for exterior lights, parging and stucco removal as described.
9. All concrete delamination and crack sealing for the top surface of the suspended slab will be charged out at unit rates provided by the contractor in the original bid.

**OBSERVER:**

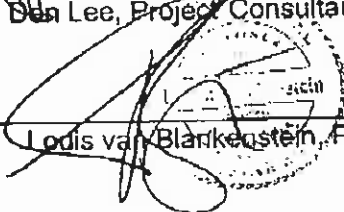
Per:

  
Den Lee, Project Consultant

DE/ls

**REVIEWED BY:**

Per:

  
Louis van Blankestein, P.Eng.

**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

**OBSERVATION REPORT**

AC

**File No.:** A-046-01

**Client:** Attention: Darren Schultz  
Ascent Real Estate Management  
(Fax: 604-431-1818)

**Date:** August 27, 2001  
**Time:** 11:00 a.m.

**Weather:** Cloudy, 20°C.

**Project:** STRATA PLAN VR 61 - THE SEA BREEZE  
2025 WEST 2<sup>ND</sup> AVENUE, VANCOUVER, BC

**Contractor:** Atlas Painting & Restorations Ltd.  
**Site Superintendent:** Marco Michalski

**Fax:** 604-244-0356

**Membrane Contractor:** Trory Construction Specialties Ltd.  
**Superintendent:** Rob Willemsen

**Fax:** 604-980-5018

**REPORT:**

**ITEM:** Review of Repairs to Concrete Parkade

**OBSERVATIONS:**

1. Completion of the chain drag survey of the top side of the structural slab has been done, and a total of 35.5 square feet of delamination repairs is required at \$32.50 per square foot. The original allowance for the top surface of the structural slab prior to waterproofing was 300 square feet.
2. A total of 45 lineal feet of crack chasing on the top side of the structural slab is required. The crack chasing involves routing out the crack, priming, and installation of Sonneborn NP-1 caulk sealant.
3. The air shaft on the south elevation has rotated and displaced from its original state, and must be reinstated and secured either by chemical fusion or mechanically fastening the air shaft to the foundation walls.
4. Additional removal of the membrane is required under the original footprint of the masonry work and perimeter walls.
5. It is recommended that scarification of the high points of concrete on the structural slab be performed to prepare the structural slab for waterproofing. The contractor has been advised that an allowance of approx. 150 feet of scarification at a unit rate of \$3.00 per square foot will be required, and they have been asked to proceed with this operation to expedite the project.

**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

OBSERVATION REPORT

Our File No. A-046-01

August 27, 2001  
Page 2.

**OBSERVATIONS - Continued**

6. Removal of stucco on the wing walls has not been completed.
7. The areas identified as delaminated in the concrete structural slab have been prepared properly. However, excess water should be removed from each of the prepared areas for review of the reinforcement prior to concreting. It is recommended that Master Builders Emaco T430 be used, as it is a high early structural repair mortar and can be extended with coarse aggregate as per the manufacturer's recommendations.

**OBSERVER:**

Per:

  
Don Lee, Project Consultant

DE/s

**REVIEWED BY:**

Per:

  
Louis van Blankestein, P.Eng.

# GORDON SPRATT & ASSOCIATES LTD.

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

SEP - 2001 D

VR61  
DC

Our File No. A-046-01

September 24, 2001

Ascent Real Estate Management Corp.  
2176 Willingdon  
Burnaby, BC V5C 5Z9  
(Fax: 604-431-1818)

ASCENT REAL ESTATE MGMT CORP

SEP 25 2001

Attention: Mr. Darren Schultz

Dear Sir:

Re: Strata Plan VR 61 – The Sea Breeze  
2025 West 2<sup>nd</sup> Avenue, Vancouver, BC  
- Installation of Permaquick 6100 Membrane

The attached photographs show the final detailing of the slab and foundation wall intersection.

Under the applied peel-and-stick membrane is the Permaquick 6100, fully reinforced hot rubberized asphalt membrane. The purpose of the peel-and-stick membrane at the slab and wall intersection is to provide added protection at this critical juncture.

As throughout the installation of the waterproofing membrane, mil thickness measurements were taken to determine if the applied membrane meets the specifications, as put forth by the manufacturer.

Using destructive testing, i.e. cut tests, which the contractor has repaired and also using the Starett pin gauge, it was determined that the thicknesses of the membrane at random locations tested meet or exceed the design requirements.

If there are any questions with regard to the above, please do not hesitate to contact the writer.

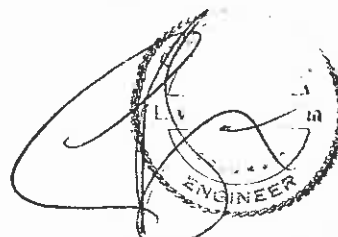
Yours truly,

Reviewed by:

GORDON SPRATT & ASSOCIATES LTD.

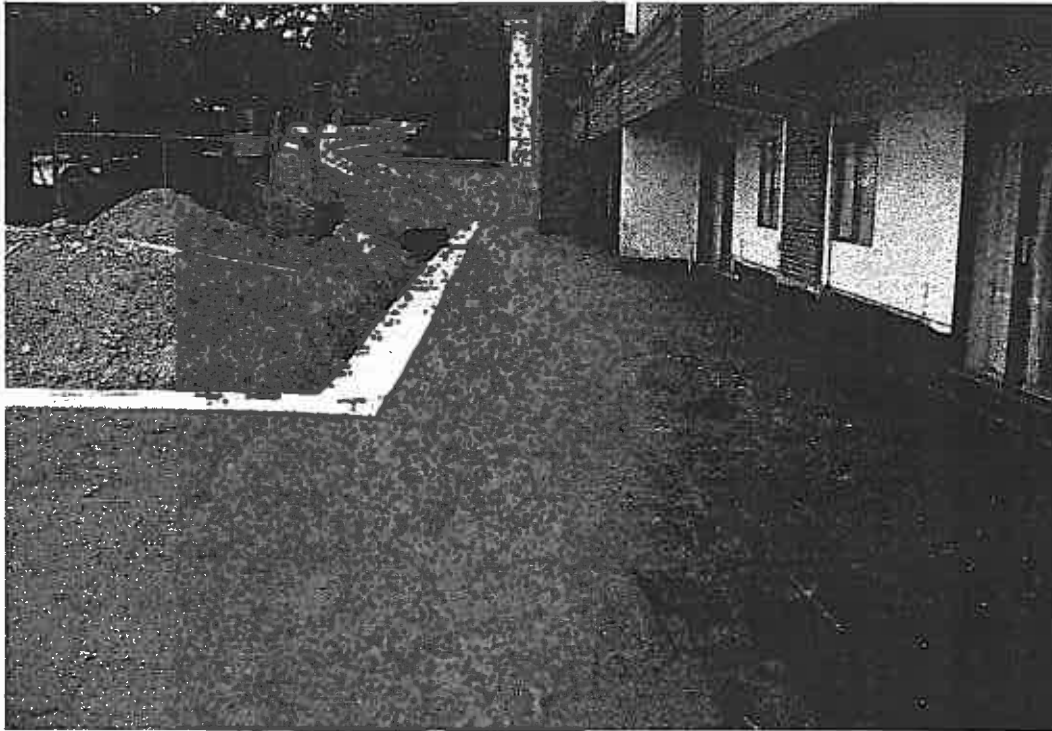
Per:

  
Don E. Lee  
Project Consultant  
DEL/lg



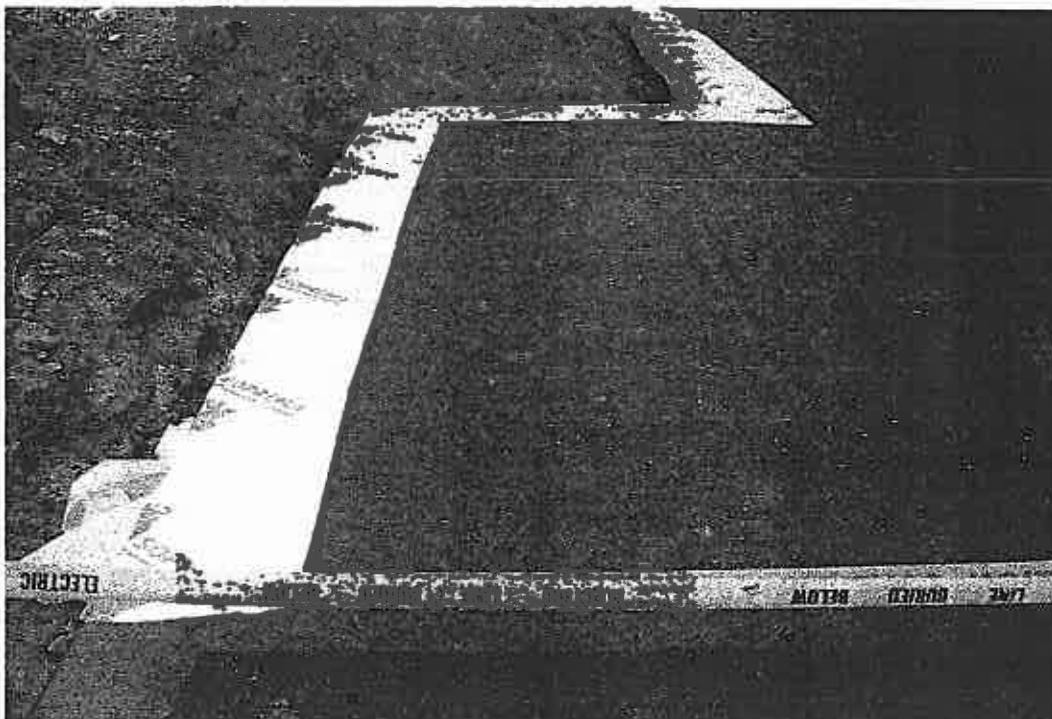
Louis van Blankenstein, P.Eng.

**STRATA PLAN VR 61 – THE SEA BREEZE**  
**2025 WEST 2<sup>ND</sup> AVENUE, VANCOUVER, BC**  
**PHOTOGRAPHS TAKEN BY DON LEE, SEPTEMBER 19<sup>TH</sup>, 2001**

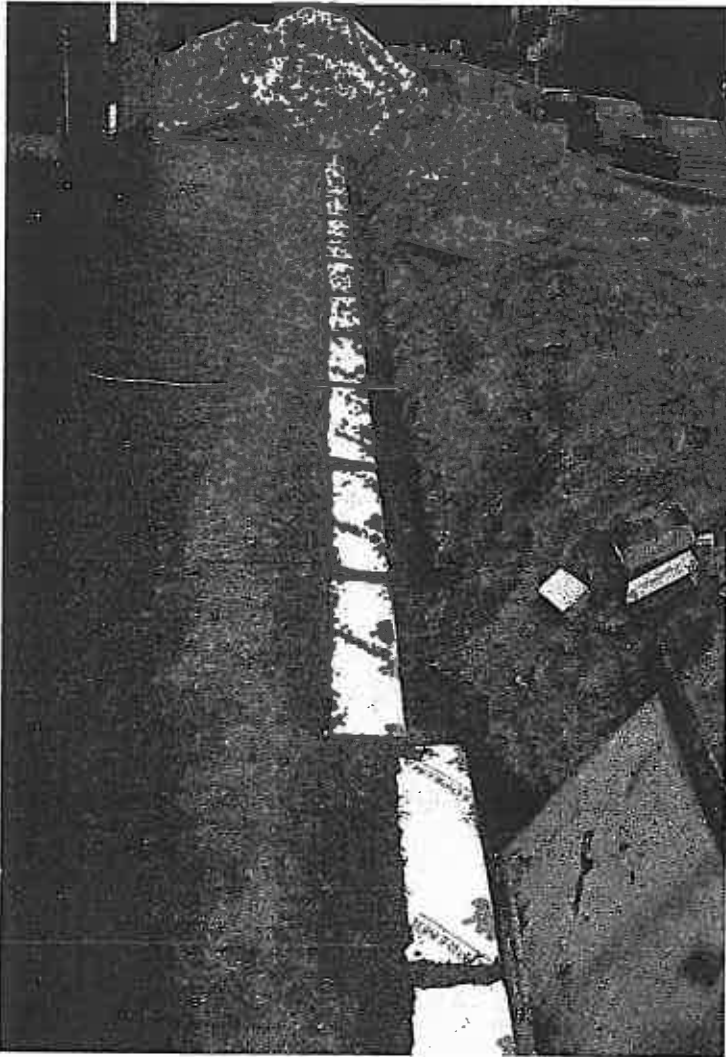


**Photo No. 1** – Looking in a westerly direction along the slab and wall intersection, a peel-and-stick membrane has been installed at the edge at the wall and slab intersection.

**Photo No. 2** – Looking in a westerly direction, the peel-and-stick membrane shown at the additional section of the slab on grade and wall.

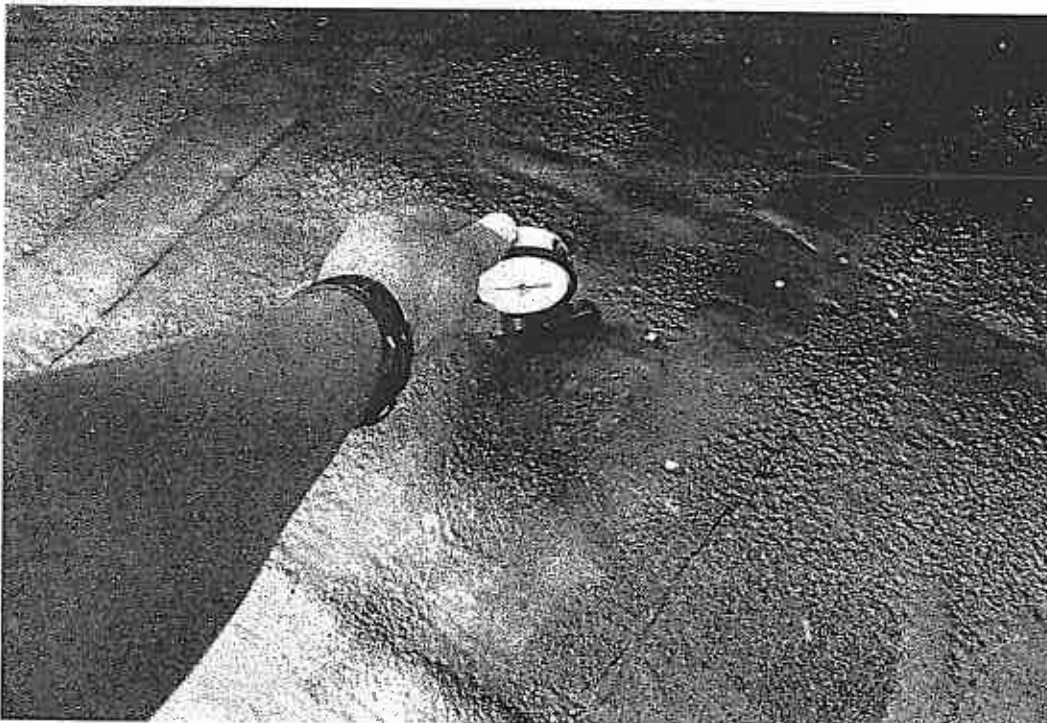






**Photo No. 3** – Looking in a easterly direction along the slab edge and wall, showing the peel-and-stick membrane installed.

**Photo No. 4** – Shows the use of the Starett pin gauge to measure the dry mil thickness of the waterproofing membrane. In all cases, the thicknesses met or exceeded the requirements of the manufacture.



**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

Our File No. A-046-00

October 10, 2001

VR 61  
De.

**ATLAS PAINTING & RESTORATIONS LTD.  
4350 VANGUARD ROAD  
RICHMOND, B.C. V6X 2P4  
(FAX: 604-244-0356)**

**ATTENTION: MR. TONY GLED**

Dear Sir:

**RE: STRATA PLAN VR 61 – THE SEA BREEZE  
2025 WEST 2ND AVENUE VANCOUVER  
- CONSTRUCTION PROGRESS**

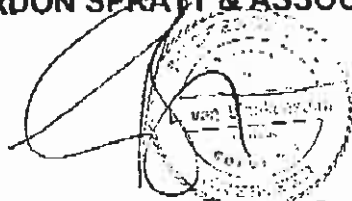
---

I enclose for your reference a letter from Ascent Real Estate Management Corporation echoing concerns which have been expressed over the last couple of weeks. I understand from Brian McNaughton that the upper surface will be largely complete by the end of this week. I would appreciate written confirmation in the form of a completion schedule that can be presented to the Strata Corporation.

Yours truly,

**GORDON SPRATT & ASSOCIATES LTD.**

Per:



Louis van Blankenstein, P.Eng.  
Project Engineer  
LvB/pr

Enclosure

c.c. Mr. Darren Schultz, Ascent Real Estate Management Corporation  
(Fax: 604-431-1818)



# ASCENT

REAL ESTATE MANAGEMENT CORPORATION

2176 WILLINGDON AVENUE, BURNABY, BC CANADA V5C 5Z9

Email: [ascenr@relus.net](mailto:ascenr@relus.net)  
Website: [www.ascenrpm.com](http://www.ascenrpm.com)

Tel: (604) 431-1800  
Fax: (604) 431-1818

October 5, 2001

RECEIVED OCT - 9 2001

VR 61

Gordon Spratt & Associates  
2348 Yukon Street  
Vancouver, BC V5Y 3T6

Attention: Louis van Blankenstein

Dear Mr. van Blankenstein:

**RE: VR 61 - THE SEA BREEZE  
2025 WEST 2<sup>ND</sup> AVENUE, VANCOUVER**

I write in response to a concern from the Strata Council as follows:

- 1.) Atlas do not appear to be moving too fast on this job, more often than not there are only one or two workers on this jobsite.
- 2.) Please provide a timeline with respect to the remainder of the work to be performed..

Council thanks you for your attention in this regard.

Yours truly,

Ascent Real Estate Management Corporation  
Managing Agents  
On Behalf of Owners' Strata Plan VR 61

Darren Schulz  
Strata Agent

DS/lr

OCT - 2001 1261  
D.C.

**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

Our File No. A-046-01

October 11, 2001

**STRATA PLAN VR 61 – THE SEA BREEZE  
c/o ASCENT REAL ESTATE MANAGEMENT CORP.  
2176 WILLINGDON  
BURNABY, B.C. V5C 5Z9  
(FAX: 604-431-1818)**

**ATTENTION: MR. DARREN SCHULTZ**

Dear Sir:

**RE: STRATA PLAN VR 61 – THE SEA BREEZE  
2025 WEST 2ND AVENUE, VANCOUVER, B.C.  
- PROGRESS REPORT**

---

During recent site visits the writer has noted the following items during the review of the ongoing remediation work at the above project:

1. Concrete has been placed for all ground level patio decks with the exception of one on the east elevation, which was not included within this scope of work. Inspection of the form work prior to concrete placement showed proper forming methods were used to achieve the required positive slope for the subject decks.
2. At the front entrance concrete has been placed for the base slab and finished with allowance made for the exposed aggregate topping concrete and decorative inset tiles.
3. All concrete placed on October 3, 2001 was provided with adequate control joints for crack control.

4. Mock-ups of the wall counter flashings and cap flashings for the boxed out areas on the inside corners have been reviewed and are acceptable. Rubber grommets have yet to be installed to secure the Shaw Cable lines which were re-routed.
5. During the reinstatement of the masonry walls, weep holes in masonry patio walls will have to be incorporated for drainage.
6. Use of the original bricks salvaged from the demolition of the original masonry walls, which have been cleaned of the original mortar, at the front of the building starting from the east and west patios of the main entrance to maintain the original appearance. New bricks of similar colour and texture can be used for the patio deck masonry walls on the east and west elevations as required.
7. Concrete delamination repair of the underside of the suspended slab is proceeding at a steady pace. The Contractor has been instructed that all repair sections must be saw cut to square off the section, thus providing a set termination point and a proper depth repair, insuring total encapsulation of the sandblasted rebar with the structural repair mortar.
8. Originally we have specified a structural repair mortar, however, we are currently reviewing a sprayable structural repair mortar, Master Builders Emaco S88 CI, which will provide a mortar of consistent density when the spray application is performed by a qualified experienced operator. The technical literature is attached as Appendix A for your record and review. The writer will meet with the representative who distributes this material to view previous installations prior to reaching a decision on the use of the material. We will keep you abreast of the decision once we have completed our review.
9. The shoring jacks and beams have been installed as per the Contractor's Structural Engineering Consultant.
10. The Contractor has been reminded that a construction schedule outlining completion dates for the remaining activities is required to be forwarded immediately.

11. Sandblasting of the exposed and corroded reinforcing bars is about to begin shortly from parking stalls 1 to 14. All electrical conduits damaged by the Contractor during underside concrete delamination repairs must be reinstated by an approved qualified electrician appointed by the Contractor at no cost to the Strata.

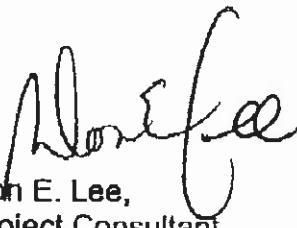
Progress reports will be issued as the project continues.

If there are any questions with regards to the above please do not hesitate to contact the writer.

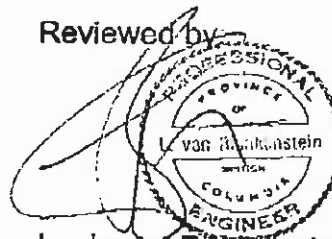
Yours truly,

**GORDON SPRATT & ASSOCIATES LTD.**

Per:

  
Don E. Lee,  
Project Consultant  
DEL/pr

Reviewed by:



Louis van Blankestein, P.Eng.

Enclosure: Appendix A - Master Builders Emaco S88 CI

c.c. Mr. Marco Michalski, Atlas Painting & Restorations Ltd. (Fax: 604-244-0356)



**STRUCTURAL  
REPAIR  
MORTARS**

## EMACO® S88 CI

**Sprayable, shrinkage-compensated, fiber-reinforced structural repair mortar with integral corrosion inhibitor**

### Description

EMACO® S88 CI repair mortar is a rheoplastic, shrinkage-compensated, fiber-reinforced product that contains an integral corrosion inhibitor. This one-component product is enhanced with silica fume to offer high strength and superior performance for structural concrete repair. EMACO® S88 CI repair mortar is specially designed for concrete or masonry substrates and can be applied vertically or overhead by low-pressure spraying or hand troweling.

### Features/Benefits

- ☐ One-component, quality controlled for uniform results
- ☐ Easy to use – requires only the addition of potable water for mixing
- ☐ No additional bonding agent required
- ☐ Sprayable with low waste – virtually no rebound
- ☐ High early and ultimate compressive, flexural and bond strengths
- ☐ Sulfate-resistant and freeze-thaw durable
- ☐ Silica fume formulation for a denser matrix and extremely low permeability
- ☐ Integral corrosion inhibitor
- ☐ High durability

### Where to Use EMACO® S88 CI

- ☐ Vertical and overhead repair of concrete and masonry
- ☐ Bridges, parking garages and tunnels
- ☐ Piers, navigation locks, dams, sea walls and other marine structures
- ☐ Repairs in federally inspected meat and poultry plants (FDA approved)
- ☐ Manhole, wet well, sewer and lift station repairs
- ☐ High durability

### How to Apply EMACO® S88 CI

#### Surface Preparation

**Concrete**  
Perform surface preparation in compliance with ICRI Technical Guideline No. 03730 "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion." Remove all unsound or delaminated concrete providing a minimum of 1/4 in. (6 mm) substrate profile and 3/4 in. (19 mm) clearance behind corroded reinforcing steel. The perimeter of the area to be patched should sawcut to a minimum depth of 1/4 in. (6 mm) to prevent featheredges. After concrete removal and prior to placement, mechanically abrade the concrete surface to remove all bond-inhibiting materials from the concrete substrate and to provide additional mechanical bond. Presoak the prepared concrete surface to provide a saturated, surface dry (SSD) condition.

#### Corroded Reinforcing Steel

Remove all oxidation and scale from the exposed reinforcing steel in accordance with ICRI Technical Guideline No. 03730 "Guide to Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion." For additional protection from future corrosion, coat the prepared reinforcing steel with EMACO® P22 or EMACO® P24 rebar coatings.

### Mixing

Add 0.7 to 1.0 gal (2.7 to 3.8 L) of potable water per 55 lb (25 kg) bag of EMACO® S88 CI repair mortar. Mechanically mix using a mortar mixer of an appropriate size. Pour approximately 90% of the mix water into the mixing container then charge the mixer with the bagged material. Add the remaining mix water as required. Mix for 3 to 5 minutes until a homogeneous consistency is achieved.

### Application

For spray applications, contact your local ChemRex Inc. representative for equipment recommendations. Remove all excess water from the saturated substrate and apply while taking proper consideration for compaction around reinforcing steel. If applying by hand, scrub a bond coat of EMACO® S88 CI repair mortar into the prepared surface with a stiff bristle broom or brush. EMACO® S88 CI repair mortar must be placed before the bond coat dries. When applying with multiple lifts, scratch the preliminary lift before initial set. Apply the next lift after the preliminary lift has reached final set. If the succeeding lift is not to be immediately placed, keep the surface continually moist. Cut off or level as required, matching the original concrete elevation. Where rapid drying conditions exist (such as hot, dry or windy conditions) use CONIFUM® evaporation reducer. Finish the final surface as required.

### Curing

Proper curing is extremely important and should be conducted in accordance with ACI 308 "Standard Practice for Curing Concrete." Apply a curing compound that complies with the moisture retention requirements of ASTM C 309, or moist cure for a minimum of 7 days.

### For Best Performance

- ☐ Minimum application thickness is 3/8 in. (10 mm). Maximum application thickness is 2" (51 mm).
- ☐ Do not mix partial bags.
- ☐ Minimum ambient and surface temperatures should be 45°F (7°C) and rising at the time of application.
- ☐ Make certain the most current version of this data guide is being used; call Customer Service (1-800-433-9517) to verify the most current version.
- ☐ Proper application is the responsibility of the user. Field visits by ChemRex Inc. personnel are for the purpose of making technical recommendations only, and are not to supervise or provide quality control on the job site.

### Technical Data

Results were obtained when material was mixed with 1 gallon (3.8 L) of water per bag and cured at 70°F (21°C). Reasonable variations can be expected depending upon mixing equipment, temperature, application methods, test methods and curing conditions.

#### Plastic Properties

Unit weight	139 lb/ft. <sup>3</sup> (2,275 kg/m <sup>3</sup> )
Working time, minutes	45
Set times, hours	Initial Set 2
(ASTM C 265)	Final Set 4

### Hardened Properties

	1 Day psi (MPa)	7 Day psi (MPa)	28 Day psi (MPa)
Direct tensile bond strength (ACI 508R, Appendix A)	100 (0.7)	175 (1.2)	300 (2.1)
Direct shear bond strength (Michigan DOT)	350 (2.4)	450 (3.1)	700 (4.8)
Slant shear bond strength (ASTM C 882, Modified <sup>1</sup> )	1,500 (10.3)	2,500 (17.2)	3,000 (20.7)
Drying shrinkage at 28 days (ASTM C 157, Modified <sup>2</sup> )	0.09%		
Modulus of elasticity at 28 days (ASTM C 469)	5.0 x 10 <sup>6</sup> psi (34.5 GPa)		
Rapid chloride permeability at 28 days (ASTM C 1202/AASHTO T 277)		772 coulombs	
Freeze-thaw resistance at 300 cycles (ASTM C 666, Procedure A)		96.0% RDM	
Salt scaling resistance, 50 cycles (ASTM C 672)	None		
Sulfate resistance, 6 months (ASTM C 1012)	less than 0.10%		

	1 Day psi (MPa)	7 Day psi (MPa)	28 Day psi (MPa)
Splitting tensile strength (ASTM C 496)	350 (2.4)	500 (3.5)	900 (6.2)
Flexural strength (ASTM C 348)	650 (4.5)	1,000 (6.9)	1,300 (9.0)
Compressive strength (ASTM C 109)	3,500 (24.1)	8,000 (55.2)	17,000 (121.9)

<sup>1</sup> No epoxy-bonding agent used.

<sup>2</sup> ICRI Guideline #03733, 1 in. x 1 in. x 10 in.  
(25 mm x 25 mm x 250 mm) prism, air cured.

## Order Information

### Packaging

EMACO® S88 CI

- ☐ 55 lb. (25 kg) moisture-resistant bags
- ☐ 3,300 lb. (1,500 kg) bulk bags available by special order

### Shelf Life

- ☐ Unopened bags have a shelf life of 12 months when stored under cover in dry conditions between 45 and 90°F (7 and 32°C).

Customer Service: 1-800-455-9317

Technical Services: 1-800-455-9317

Web Site: [www.chemrex.com](http://www.chemrex.com)

### Limited Warranty Notice

Every reasonable effort is made to apply ChemRex Inc. exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, CHEMREX INC. MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and CHEMREX INC. shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within one (1) year from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of the ChemRex Inc. Technical Manager.

### Coverage

- ☒ Yield is approximately 0.45 ft<sup>3</sup> (0.013 m<sup>3</sup>) of mortar. This will cover approximately 5.4 ft<sup>2</sup> (0.52 m<sup>2</sup>) at a 1 in. (25 mm) thickness before waste and rebound.

## Caution

EMACO® S88 CI

### Risks

Eye irritant. Skin irritant. Causes burns. Lung irritant. May cause delayed lung injury.

### Precautions

KEEP OUT OF THE REACH OF CHILDREN. Avoid contact with eyes. Wear suitable protective eyewear. Avoid prolonged or repeated contact with skin. Wear suitable gloves. Wear suitable protective clothing. Do not breathe dust. In case of insufficient ventilation, wear suitable respiratory equipment. Wash soiled clothing before reuse.

### First Aid

Wash exposed skin with soap and water. Flush eyes with large quantities of water. If breathing is difficult, move person to fresh air.

### Waste Disposal Method

This product when discarded or disposed of is not listed as a hazardous waste in federal regulations. Dispose of in a landfill in accordance with local regulations.

For additional information on personal protective equipment, first aid, and emergency procedures, refer to the product Material Safety Data Sheet (MSDS) on the job site or contact the company at the address or phone numbers given below.

### Proposition 65

This product contains materials listed by the state of California as known to cause cancer, birth defects, or reproductive harm.

### VOC Content

This product contains 0 g/L or 0 lbs./gallon.

For medical emergencies only, call ChemTrec (1-800-424-9300).



MBT mark used under license from MBT Holding AG

**ChemRex Inc.**

889 Valley Park Drive, Shakopee, MN 55379

Manufacturing Plants: Allentown, PA; Bloomington, MN; Bristol, PA; Caguas, PR; Centerville, IN; Denver, CO; Forest Hill, TX; Fort Wayne, IN; Gurnee, IL; Houston, TX; Lancaster, TX; Marietta, GA; Mattawan, MI; Newark, CA; Rancho Cucamonga, CA; Reynolds, GA; Seattle, WA; Streetsboro, OH; Tipp City, OH; Toronto (Canada); Montreal (Canada); Edmonton (Canada)

Regional Warehouses: Atlanta, GA; Aurora, OH; Brampton, Ontario (Canada); Chicago, IL; Dallas, TX; Fairfield, NJ; Hayward, CA; Ontario, CA



**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

Our File No. A-046-01

October 15, 2001

**STRATA PLAN VR 61 -- THE SEA BREEZE  
C/O ASCENT REAL ESTATE MANAGEMENT CORP.  
2176 WILLINGDON  
BURNABY, B.C. V5C 5Z9  
(FAX: 604-431-1818)**

RECEIVED

OCT 17 2001

RECEIVED

**ATTENTION: MR. DARREN SCHULTZ**

Dear Sir:

**RE: STRATA PLAN VR 61 -- THE SEA BREEZE  
2025 WEST 2ND AVENUE, VANCOUVER, B.C.  
- SITE REVIEW OF OCTOBER 11, 2001**

---

On the above date, under cloudy skies, the writer attended the site to review the progress of the various portions of the remedial work to be completed.

Attached are annotated digital photographs taken during this site review. These photographs should be reviewed in conjunction with this correspondence.

The following items were noted:

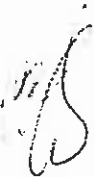
1. Masonry work has begun at the west elevation of the building. Alignment of the masonry work is excellent. The masonry contractor has provided dowel reinforcement at approximately 4' on centre attached to the new patio deck concrete into the masonry block work.
2. Back filling with the stone, filter cloth and sand is proceeding from a west to east direction along the south elevation. Some minor grading and addition of sand above the geofabric to achieve 4" depth of material is required and instructed to the Contractor.
3. At the southeast corner a catch basin and rock pit will be installed to catch the water run off into this area from the vertical drainage pipes installed and previously approved. The estimated cost from the Contractor for the installation of the catch basin and rock pit is \$1,400. The writer believes this is a fair amount for the work and materials required.

4. The Contractor is aware that a dollar value transfer, based on the Contractor's unit rate from the moneys unused for the top side delamination repairs will be credited to any additional work on the underside of the slab.
5. The method and materials used for the delamination repairs on the underside of the suspended slab is based on a set value as per the contract document. The Contractor does not have recourse for extra moneys on whatever method is employed in repair of the subject delaminations.
6. The Contractor must notify the writer, 24 hours in advance to review the concrete removal and preparation.
7. The Sub-Contractor who is providing equipment and labour to spray the Master Builders S88 CI material recommends water blasting of the subject delaminated concrete areas. The Contractor must notify our firm to review all prepared areas receiving the structural repair mortar prior to application.
8. The writer has not received from the General Contractor an itemized time frame for each of the remaining activities, however, the Contractor has provided verbal confirmation that the Contract work will be completed by October 19, 2001. We hold the Contractor to his word.

Yours truly,

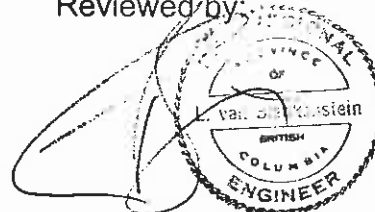
**GORDON SPRATT & ASSOCIATES LTD.**

Per:



Don E. Lee,  
Project Consultant  
DEL/pr

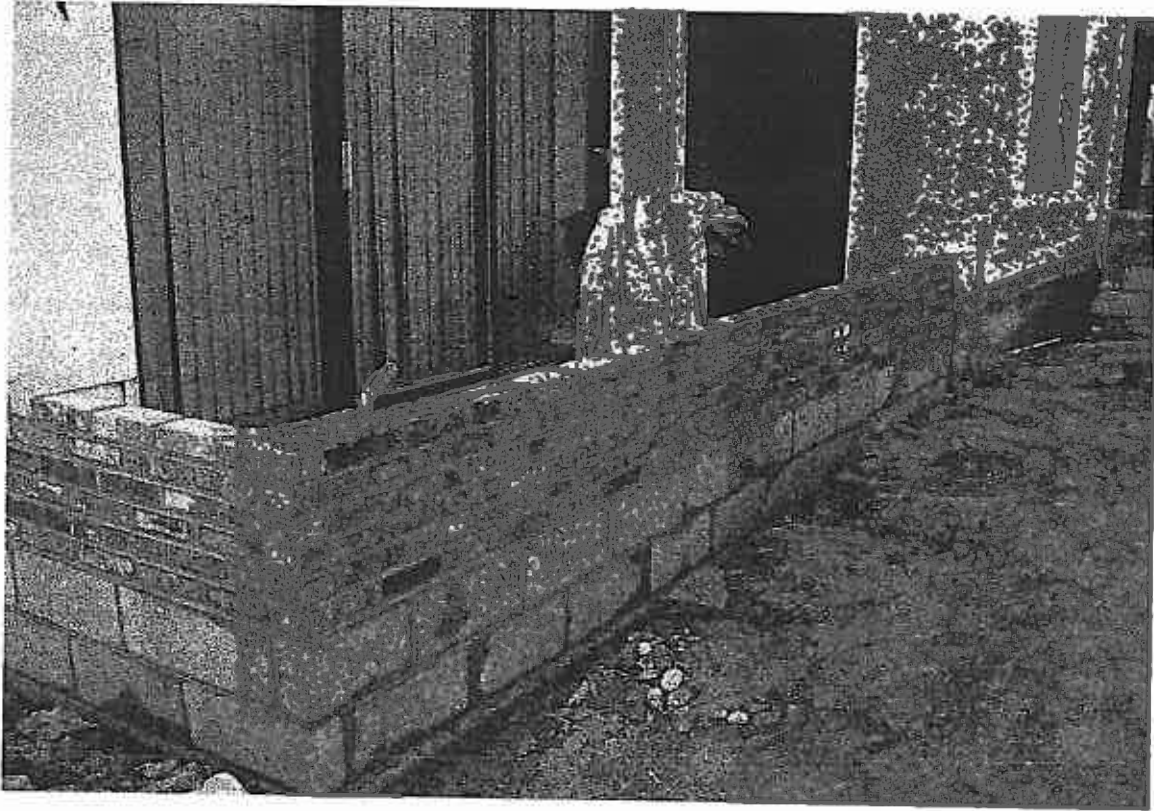
Reviewed by:



Louis van Blankenstein, P.Eng.

c.c. Mr. Brian McNaughton, Atlas Painting & Restorations Ltd.  
(Fax: 604-244-0356)

**STRATA PLAN VR 61 – THE SEA BREEZE**  
**2025 WEST 2<sup>ND</sup> AVENUE, VANCOUVER, BC**  
**PHOTOGRAPHS TAKEN BY DON LEE, OCTOBER 11<sup>TH</sup>, 2001**

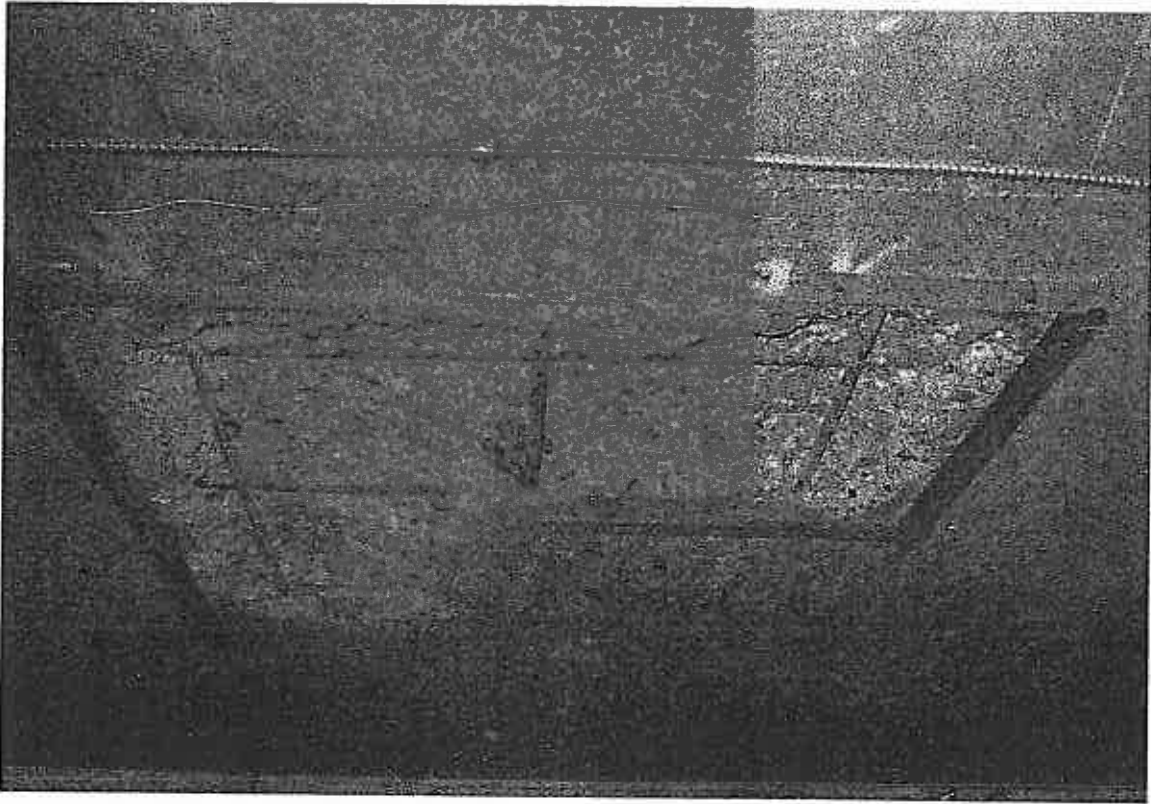


**Photo No. 1** – Shows masonry work on concrete patio at northwest corner. The contractor has installed dowels for support of the work at approximately 4' on center into the concrete patio.

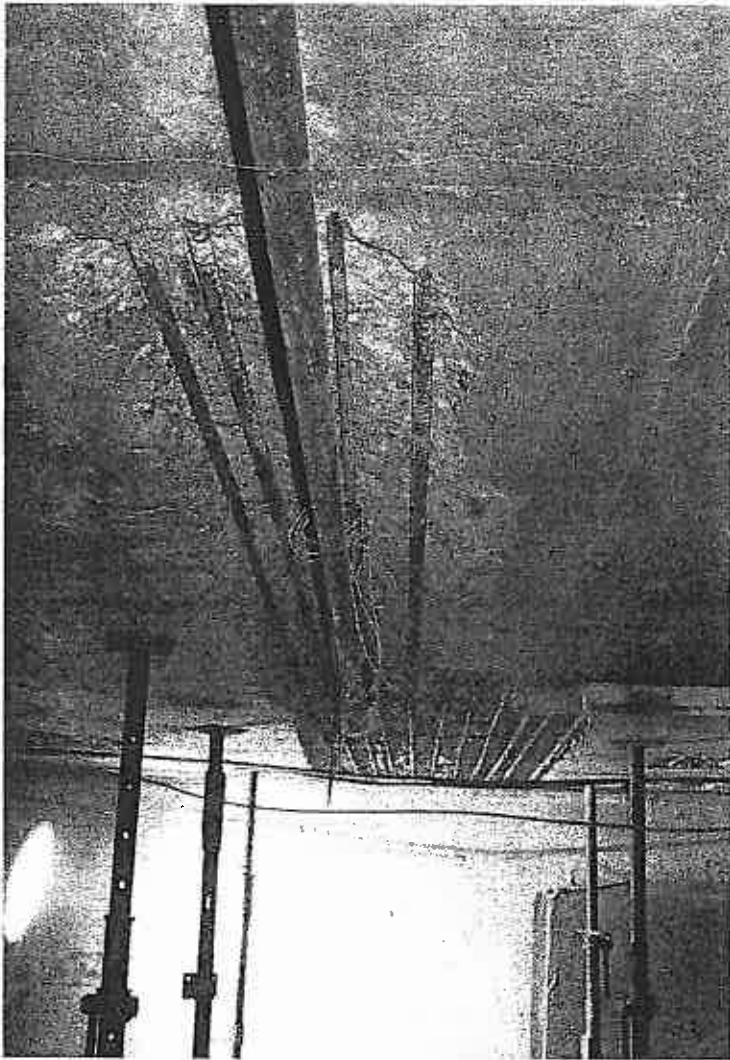


**Photo No. 2** – Shows good alignment of the masonry work. All mortar must be cleaned from the surface of the new patio concrete. Recommended placing down a polyethylene sheet to patio prior to brick/block installation.

**Photo No. 3** – Shows back filling operation proceeding from the west to east along the south elevation. Drain rock and sand being placed. Drain rock is beneath the filter fabric.



**Photo No. 4 – Shows proposed forming of the areas where the delaminated concrete has been removed. The 1 x 2 inch wood strips should have a release agent applied prior to installation to allow for easier stripping of the wood strips after repair.**

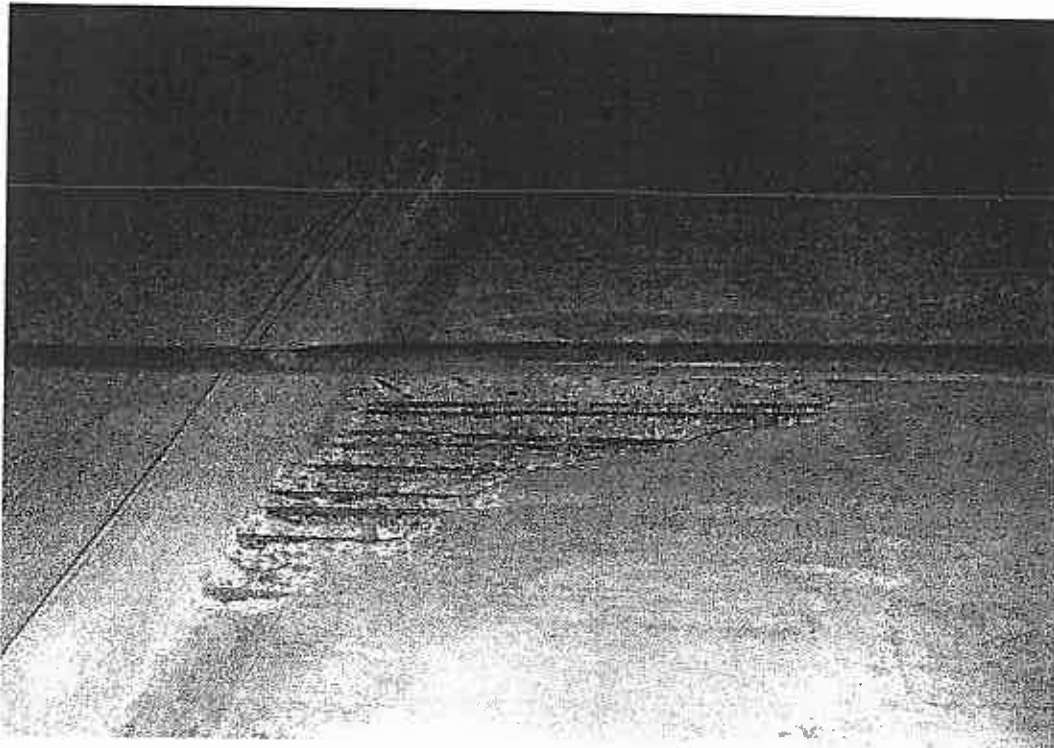


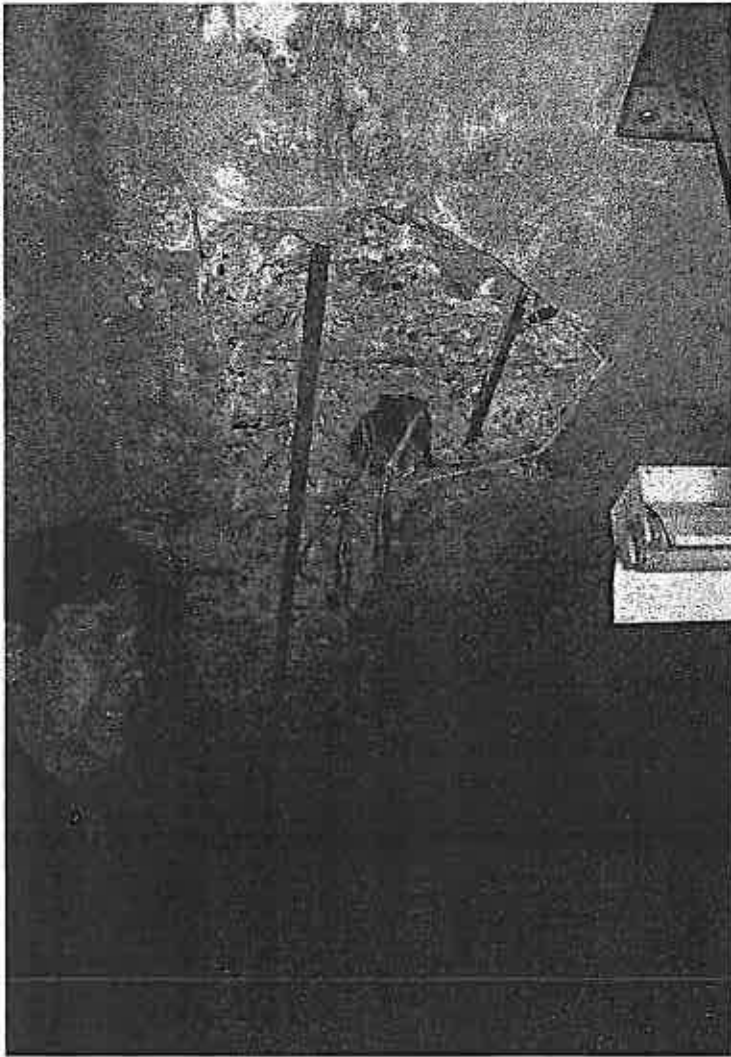
**Photos No. 5 & 6 – Show typical areas being chipped of the existing delaminated concrete and preparation for repair.**



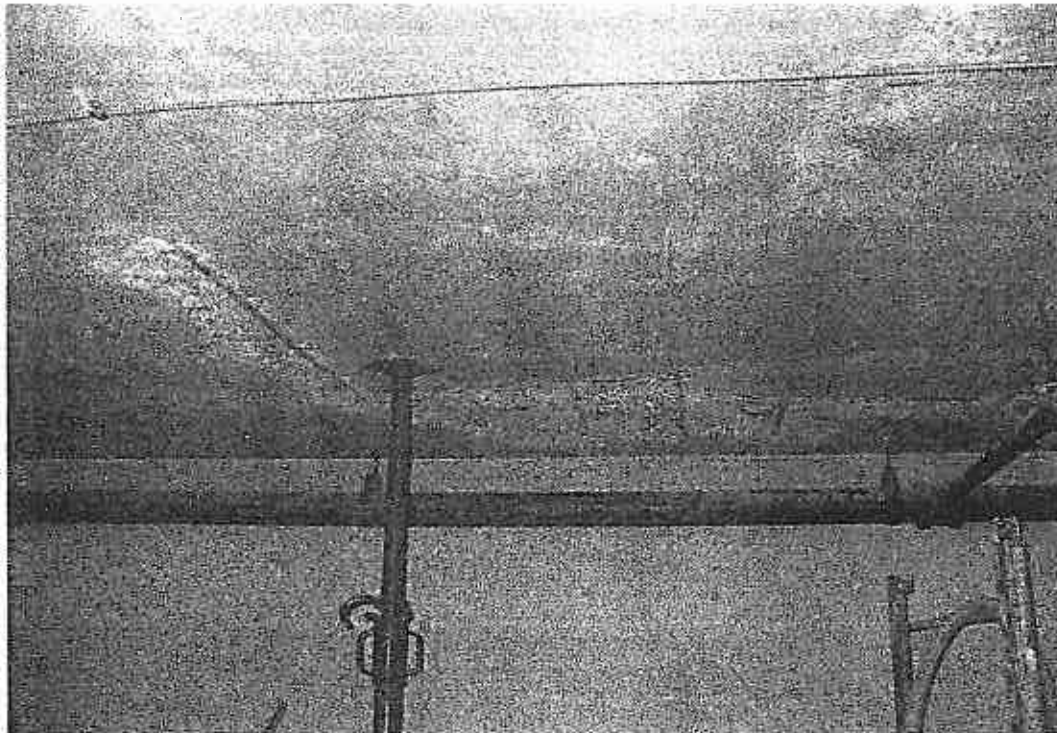


**Photos No. 7 & 8** – Show typical areas being chipped of the existing delaminated concrete and preparation for repair.

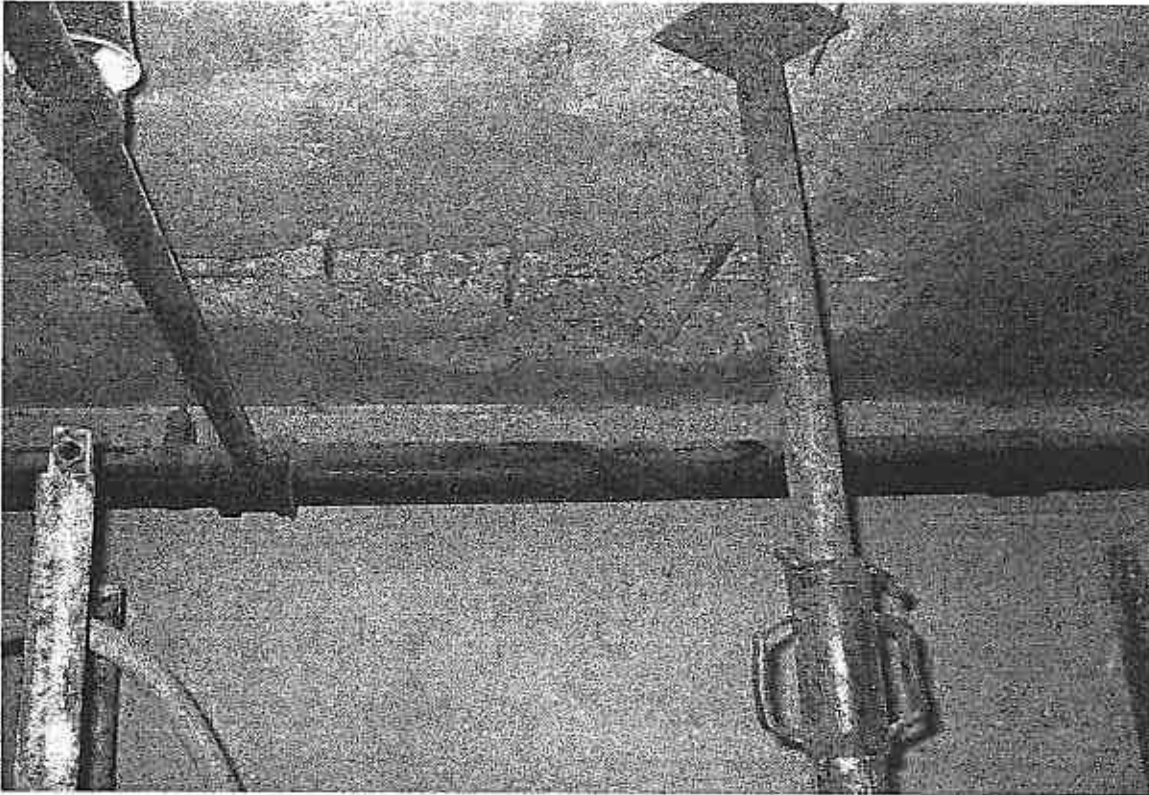




**Photos No. 9 & 10 – Show typical areas being chipped of the existing delaminated concrete and preparation for repair.**

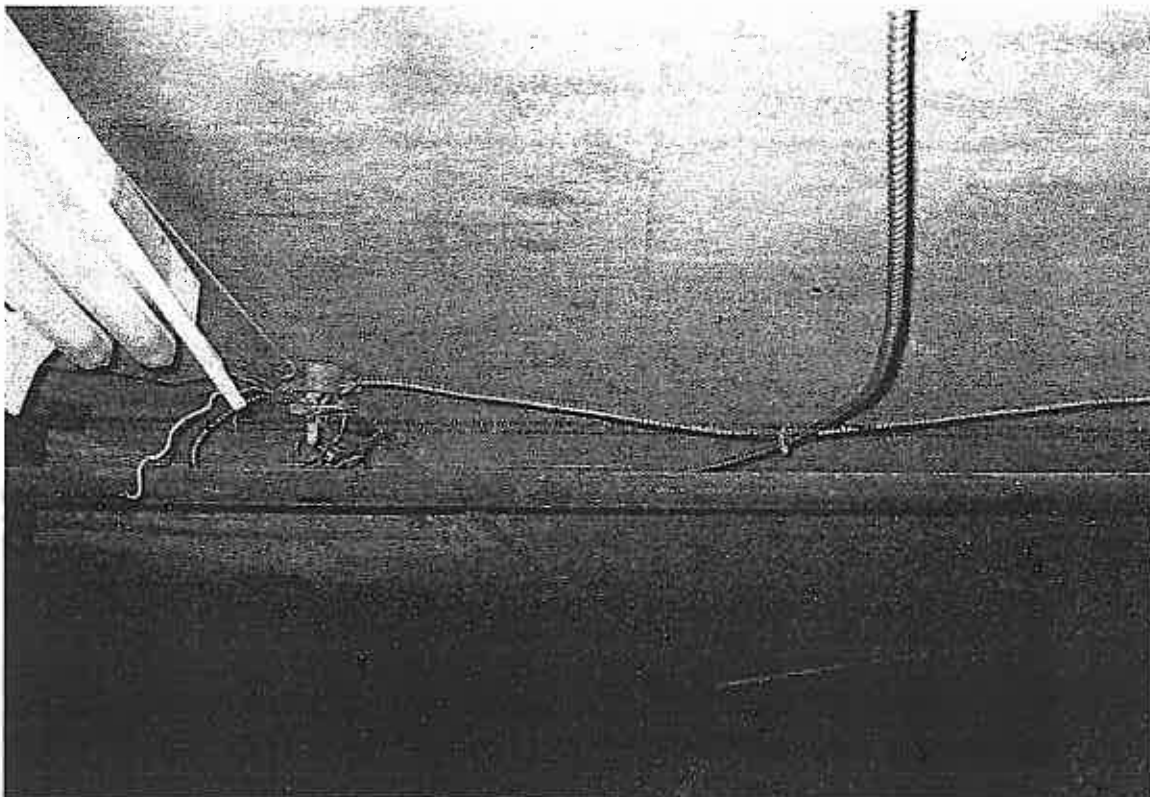


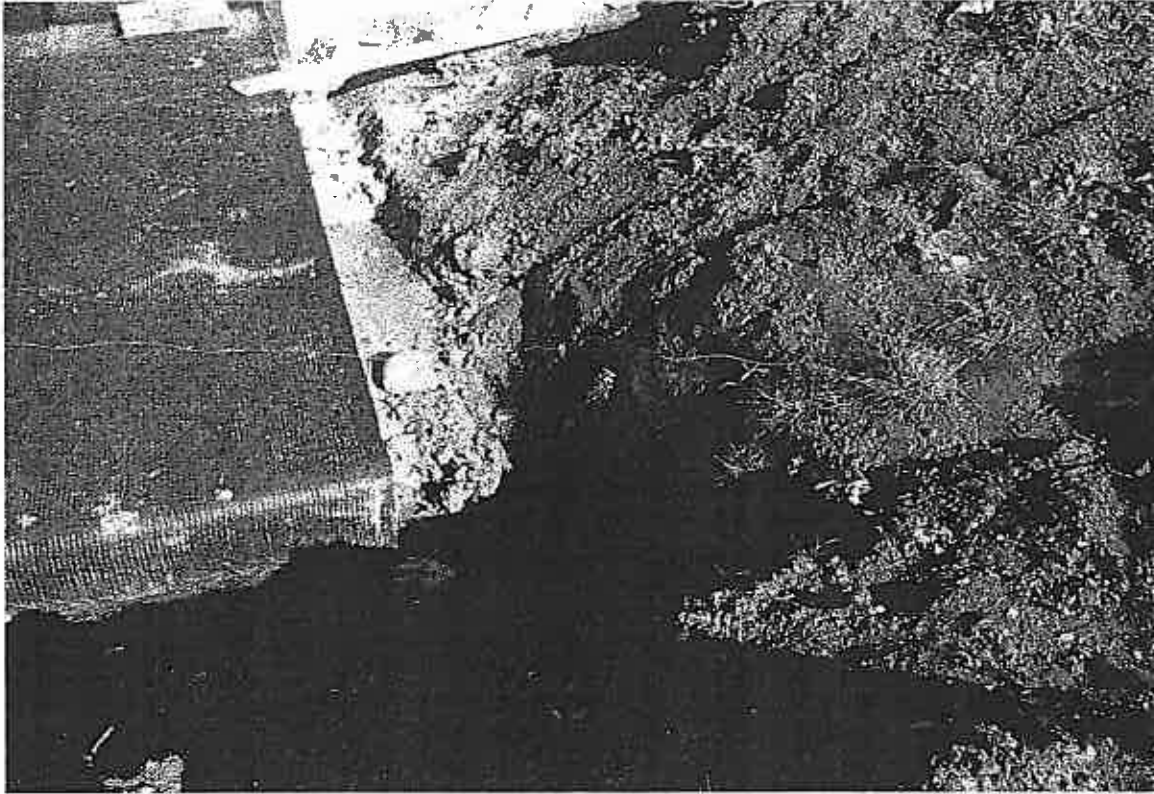




**Photo No. 11** – Shows typical areas being chipped of the existing delaminated concrete and preparation for repair.

**Photo No. 12** – Temporary repair to electrical system after accidental damage to conduit.





**Photos No. 13 & 14 – Show location of rock pit and catch basin installation which is acceptable. Estimated pricing of \$1,400.00 for this work has been accepted.**



SEP - 2001 VCI  
D.C.

FILED

**GORDON  
SPRATT & ASSOCIATES LTD.**

CONSULTING PROFESSIONAL ENGINEERS  
2348 Yukon Street, Vancouver, British Columbia  
V5Y 3T6 Phone (604) 872-1211  
Fax (604) 872-1274

Our File No. A-046-01

September 5, 2001

Ascent Real Estate Management Corp.  
2176 Willingdon  
Burnaby, B.C. V5C 5Z9  
(Fax: 604-431-1818)

Attention: Mr. Darren Schultz

Dear Sir:

Re: Strata Plan VR 61 -- The Sea Breeze  
2025 West 2nd Avenue, Vancouver, B.C.  
- Repairs to Concrete Parkade  
- Progress Report

ASCENT REAL ESTATE MGMT CORP

SEP - 7 2001

RECEIVED

The writer met at the above site with the waterproofing contractor, Trory Construction Specialties Ltd. on August 31st, 2001 to review preparation of the substrate prior to application of the Hydrotech 6125 monolithic membrane. The following points were discussed during this meeting.

**DISCUSSION**

1. The two air shaft vents leading from the parkade must be realigned, mechanically fastened, and cleaned of deleterious materials prior to the application of the Hydrotech 6125 monolithic membrane around these elements.
2. Surface preparation of the top side of the structural slab must be performed in the following areas:
  - a) Where there is ponded water against the building.
  - b) Where there is roughness of the surface.
  - c) At thresholds to patio doors.
  - d) At upturns to the wing walls.

September 5, 2001  
Page 2.

## **DISCUSSION - Continued**

These areas will require patching with a structural cementitious mortar, i.e. either **Emaco T430**, which can be built up from 1-inch to 1/4-inch, and **Emaco R300 CI**, which will be used to feather edge the repairs to provide a positive slope for drainage and also as a substrate buildup for the wing walls and the thresholds of the patio doors. Both of these materials are supplied by Master Builders Technologies.

The above will provide the waterproofing contractor with a uniform substrate to apply the Hydrotech monolithic membrane 6125, thus ensuring that a uniform mil thickness of the membrane is achieved.

The writer met with the contractor, Atlas Painting & Restorations Ltd. on September 4th, 2001 to review the progress of work at the project. The following items were reviewed.

## **OBSERVATIONS**

1. The delaminated concrete sections, totalling 35.5 square feet on the top side of the structural slab, have been prepared by mechanically removing the delaminated concrete down to a 2-inch depth around the reinforcing bars. A review of the reinforcing bars shows that there is minor corrosion of the bars occurring, however none of the reinforcing bars have lost over 20 percent of their cross-sectional diameter. The existing corrosion will be removed by means of a chemical/ mechanical treatment, and then coated with a Sika product corrosion inhibitor prior to placement of the Emaco T430.
2. Two mock-up areas were prepared for my review. The writer observed that the preparation of the delamination and application of the structural repair mortar is being done as per the manufacturer's recommendations. Water curing and application of polyethylene sheets over the repair areas has been carried out.

September 5, 2001  
Page 3.

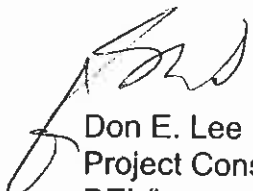
**OBSERVATIONS - Continued**

3. The Master Builders Emaco T430 structural repair mortar was recommended for use, as it can accept membrane application over it within six hours.
4. Approximately 150 square feet of scarification of the structural slab on the east side of the main entrance has been done, and has resulted in a satisfactory surface for application of the membrane.
5. The previous survey identified areas where chasing of existing cracks in the structural slab has been prepared as per our recommendations. The contractor has V-grooved the cracks and applied a primer prior to filling the cracks with Sonneborn NP-1 caulk sealant. Workmanship is good.
6. The contractor is aware of the additional work required to prepare the top surface of the structural slab prior to membrane application, and will expedite this process thus allowing installation of the Hydrotech 6125 membrane as soon as possible.

Photographs were taken during my site visit, which have been annotated and are attached with this report.

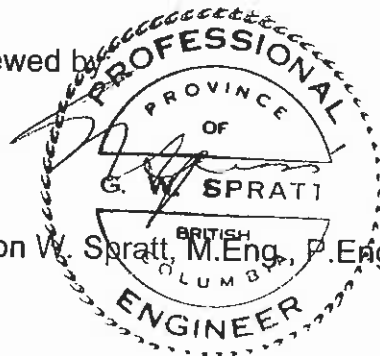
If you have any questions with regard to the above, please do not hesitate to contact the writer.

Yours truly,  
GORDON SPRATT & ASSOCIATES LTD.

  
Don E. Lee  
Project Consultant  
DEL/ls  
Encls.

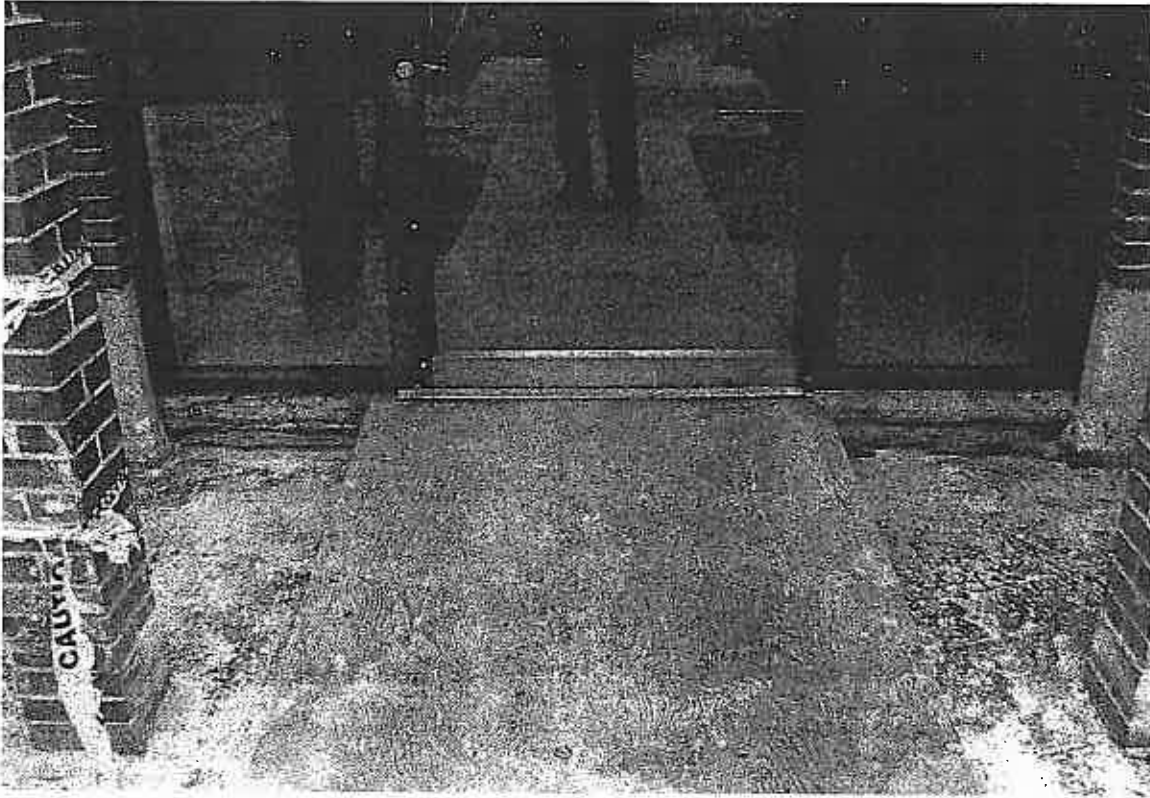
Reviewed by

Gordon W. Spratt, M.Eng., P.Eng.



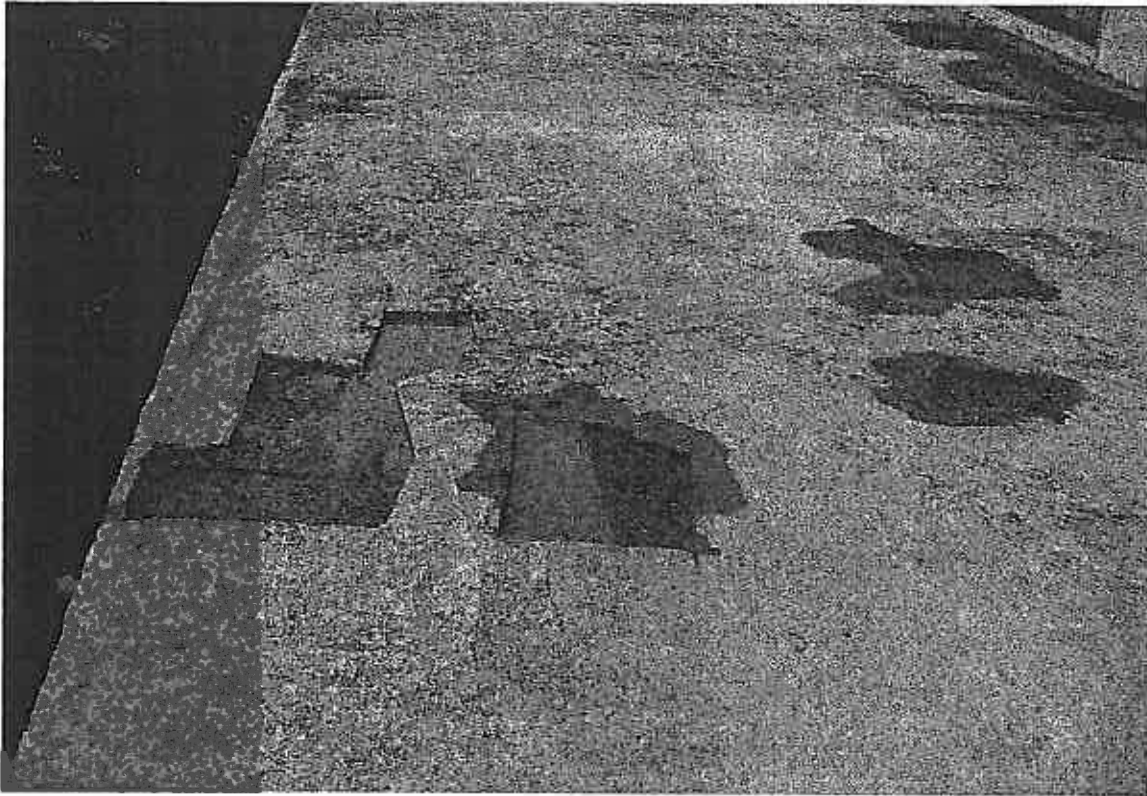
c.c. Mr. Marco Michalski Atlas Painting & Restorations Ltd. (Fax: 604-244-0356)  
Mr. Rob Willemsen, Trory Construction Specialties Ltd. (Fax: 604-980-5018)

**STRATA PLAN VR 61 – THE SEA BREEZE**  
**2025 WEST 2<sup>ND</sup> AVENUE, VANCOUVER, BC**  
**PHOTOGRAPHS TAKEN BY DON LEE, SEPTEMBER 4<sup>TH</sup>, 2001**



**Photo No. 1** - Shows the wooden sub-sill of the main entrance door, which is still in good shape. This area will require minor forming and pouring of the Emaco T-430 to allow the transition of the Hydrotech membrane up beneath the main entrance door. A bead of Sonneborn NP-1 urethane caulk sealant will be installed at the termination point of the membrane against the door.





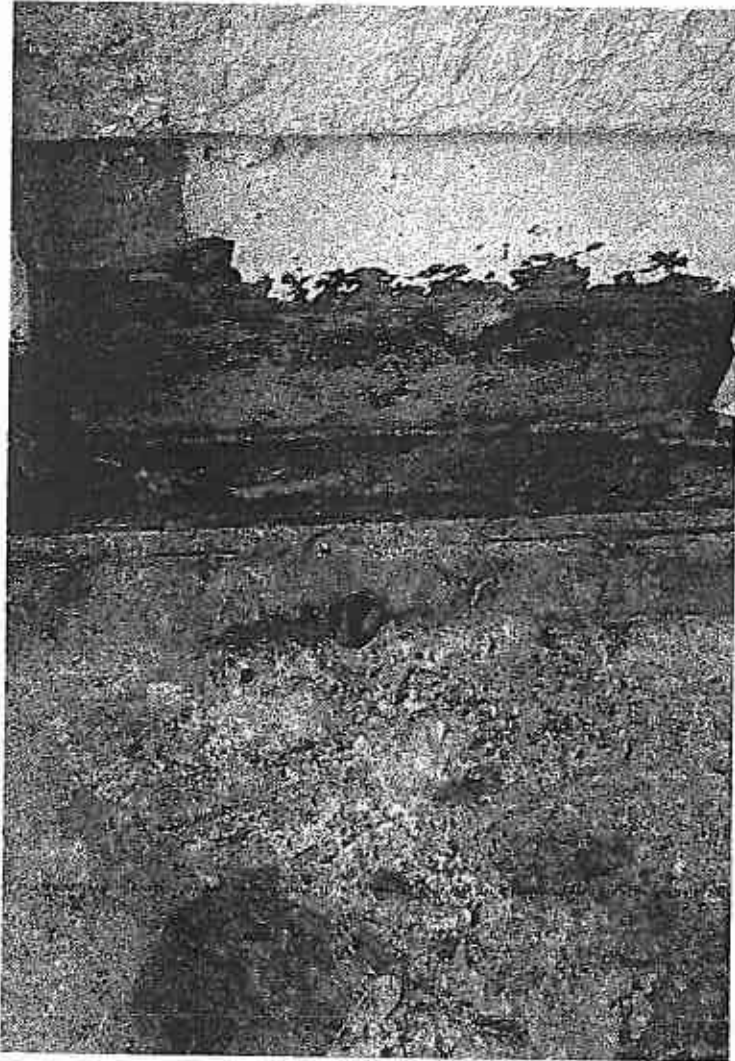
**Photo No. 2 and 3** - Show areas of delaminated concrete on the west side of the main entrance suspended slab where the Emaco T-430 structural repair mortar will be utilized for the infill.





**Photo No. 4** - Shows an approximate 32 square foot area where an overlay of the structural repair mortar, Emaco T-430, will be required to fill in the roughness of the suspended slab. This photograph was taken looking south from the west elevation, next to the mid-elevation patio.





**Photo No. 5** - Shows an existing drainage pipe for the patio at the same location as shown in **Photo No. 4**. This drainage pipe will be traced to determine the method of draining. We recommend drains be installed in all patio decks. The few patio decks that do have drains are not functional.

**Photo No. 6** - Shows the location of the new 1-inch diameter core hole for the re-routing of the television cables.

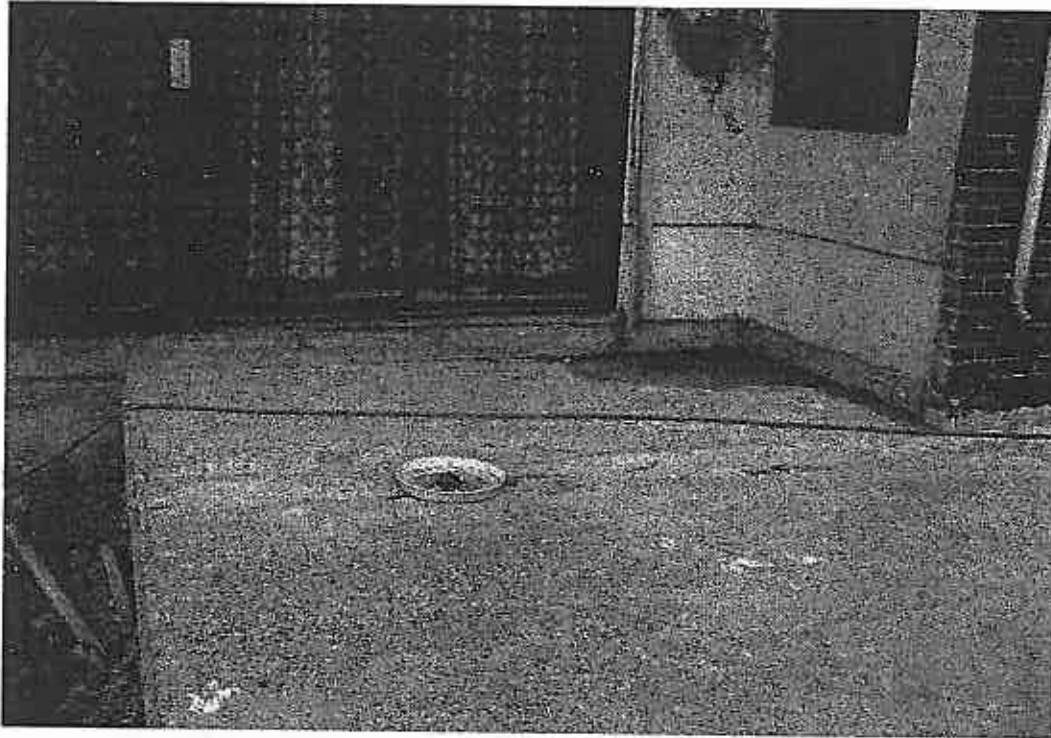


**Photos No. 7 & 8 - Show the ponding of water against the building in areas of the main entrance. Using a cementitious repair mortar, these areas should be re-sloped to allow water to drain over the new membrane at the slab edge.**

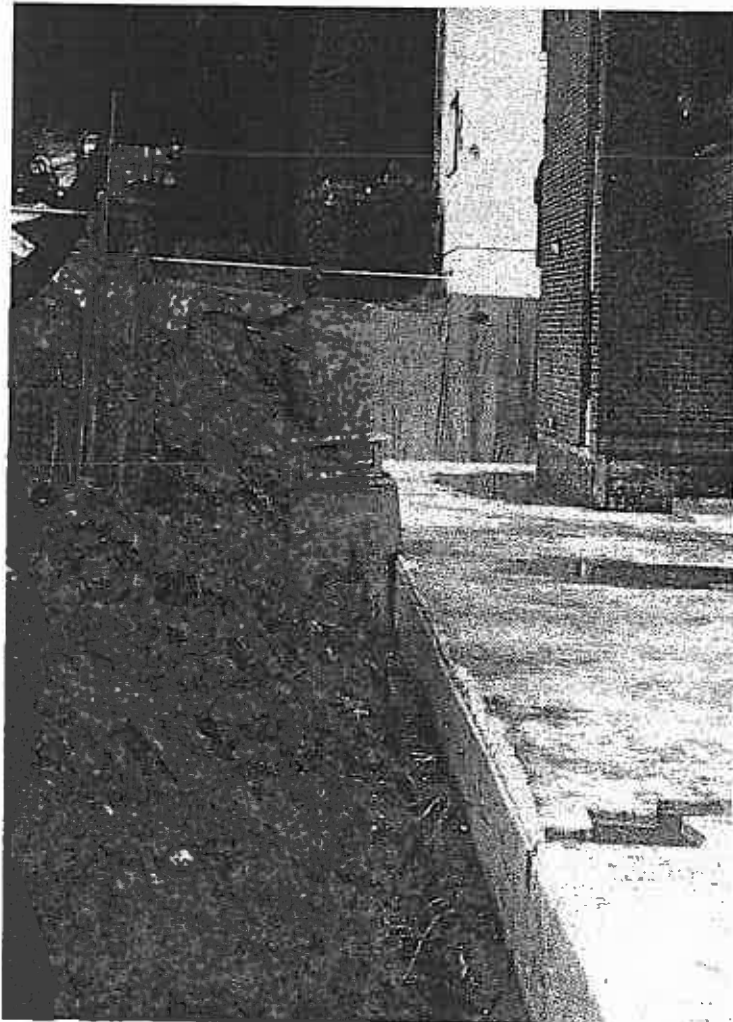


September 4, 2001

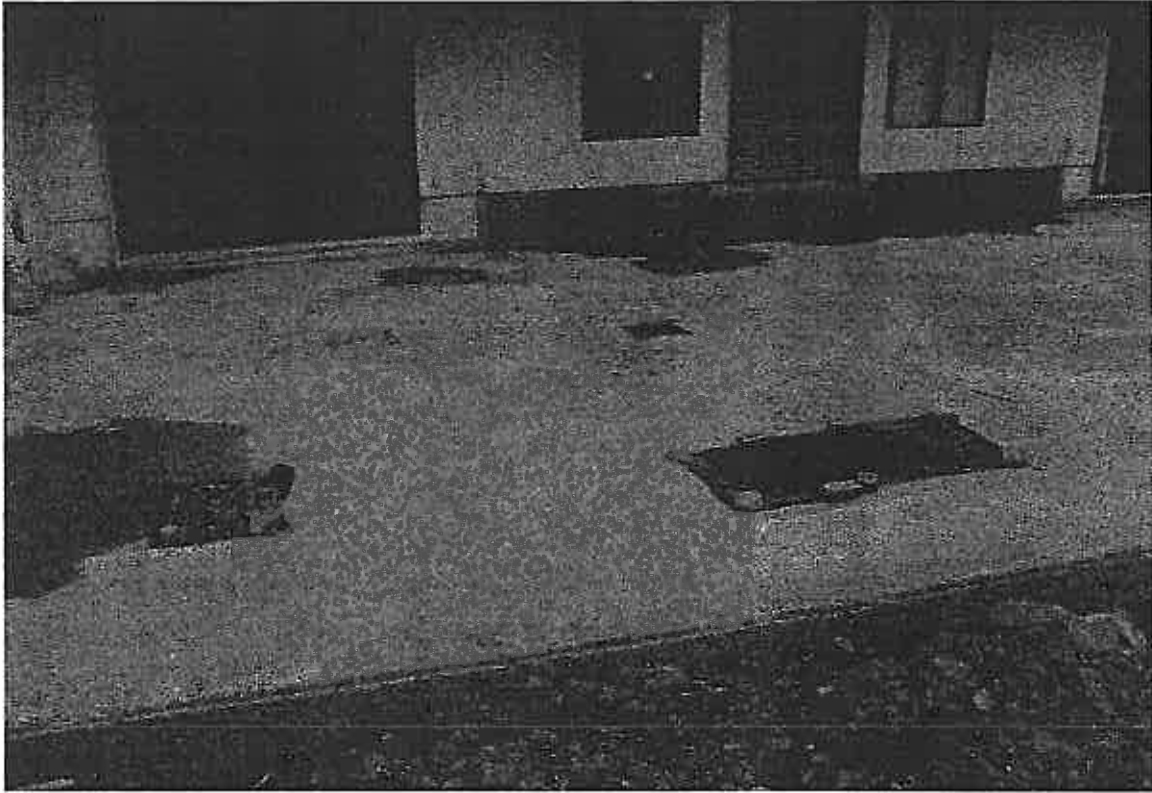
Our File No. A-046-01



**Photo No. 9** - Shows the ponding of water against the building in areas of the main entrance. Using a cementitious repair mortar, these areas should be re-sloped to allow water to drain over the new membrane at the slab edge.

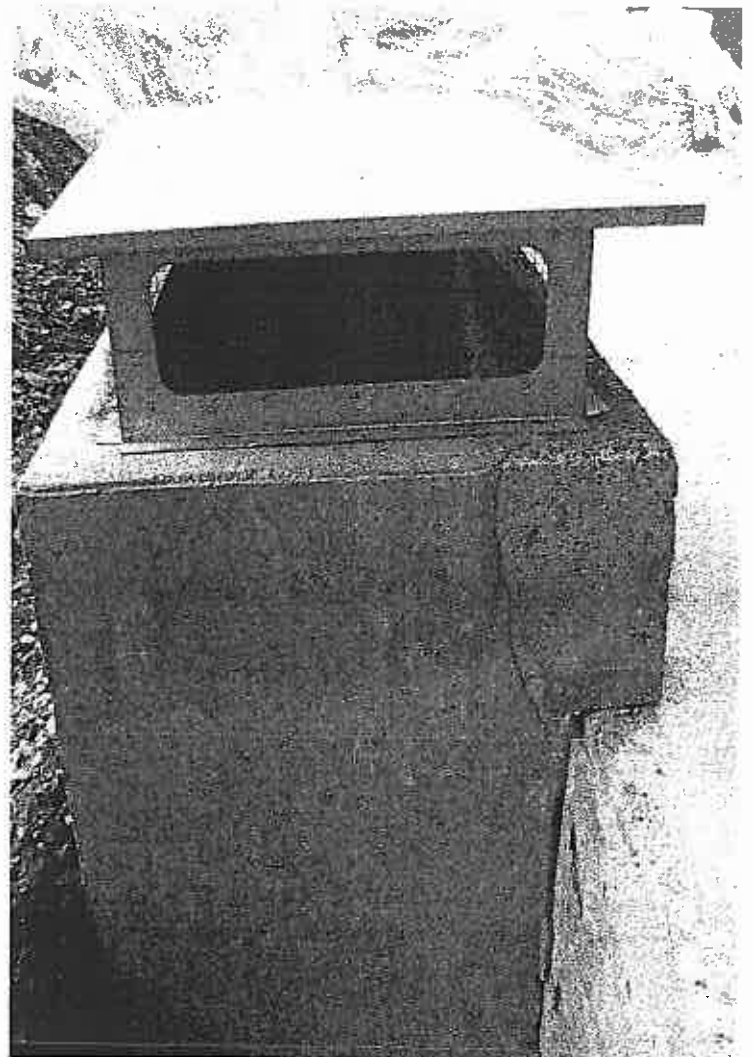


**Photo No. 10** - Shows displacement of the air shaft along the south elevation. This air shaft should be moved back into its original position, and mechanically fastened to the perimeter foundation wall.



**Photo No. 11** - Shows the delaminated areas where the repair sections have been infilled with Master Builders Emaco T-430. These areas are being water cured and a black poly laid over the repair area to retain moisture, thus minimizing cracking of the material.





**Photo No. 12 and 13-** Show the air shaft on the east elevation, which has concrete buildup and cracking. The concrete must be removed, and the cracks injected with epoxy to structurally bond the broken sections.



**Photo No. 14 and 15 -** Show caulking of cracks after V-grooving. The caulk sealant used is Sonneborn NP-1.



**Photo No. 16** - Shows ponding of water against the building. This area should be resloped with the specified mortar.

