

1212 HOWE

DISCLOSURE STATEMENT

Date: April 14, 2008

- A. Developer: 1212 Howe Street Condominium
Developments Ltd.
1212 Howe Street Commercial
Developments Ltd.
- B. Address for Service: c/o McLachlan Brown Anderson
Barristers & Solicitors
10th Floor, 938 Howe Street
Vancouver, British Columbia
V6Z 1N9
- C. Developer's Business Address: c/o 3502 - 1088 Burrard
Vancouver, British Columbia
V6Z 2R9
- D. Real Estate Agent: Rennie Marketing Systems
1054 Hornby Street
Vancouver, British Columbia

The Developer reserves the right to
appoint additional or replacement agents
or subagents.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the Agreement of Purchase and Sale. That information has been drawn to the attention of: _____ [print name of purchaser(s)] who has confirmed that fact by initialling in the space provided here _____.

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determine the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer may promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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SCHEDULES

Exhibit "A"	-	Preliminary Strata Plans
Exhibit "B"	-	Form Y - Owner Developer's Notice of Different Bylaws
Exhibit "C"	-	Interim Budget
Exhibit "D"	-	Monthly Strata Fees
Exhibit "E"	-	Form J - Rental Disclosure Statement
Exhibit "F"	-	Agreement of Purchase and Sale
Exhibit "G"	-	Section 5.3 - Building Reports
Exhibit "H"	-	Covenant No. GB133767
Exhibit "I"	-	Construction Warranties
Exhibit "J"	-	1212 Howe Street Upgrades

1 THE DEVELOPER

1.1 Developer

The Developer of the Residential Strata Lots, 1212 Howe Street Condominium Developments Ltd., is a British Columbia corporation incorporated on September 14, 2005 under incorporation number BC0734964.

The Developer of the Commercial Strata Lots, 1212 Howe Street Commercial Development Ltd., is a British Columbia corporation incorporated on September 15, 2005 under incorporation number BC0735113.

The reference to "Developer" shall mean 1212 Howe Street Condominium Developments Ltd. and 1212 Howe Street Commercial Development Ltd. as the case may apply provided that if a specific reference is required 1212 Howe Street Condominium Developments shall be referred to as the "Residential Developer" and 1212 Howe Street Commercial Development Ltd. shall be referred to as the "Commercial Developer".

1.2 Purpose of Developer

The Developer is a single purpose corporation incorporated specifically for the purpose of acquiring and marketing the Strata Lots. The Developer does not have any assets other than the Strata Lots.

1.3 Registered and Records Office

The registered and records office of the Developer is 10th Floor, 938 Howe Street, Vancouver, British Columbia V6N 1Z9.

1.4 Directors of Developer

The following are the names of all of the directors required by Section 14 of the Act and Section 9 of the Regulations to sign the Disclosure Statement:

Bruno Wall

1.5 Developer, Directors and Officers Disclosure of Experience

1.5.1 The following is a description of the nature and extent of the experience that the Developer and its officers and directors have in the real estate development industry:

- (a) The Developer, as a newly incorporated company incorporated specifically for the purposes of acquiring the Strata Lots (as defined in Section 2.1(a) and

marketing them to the public, has not undertaken any other real estate developments.

- (b) Bruno Wall being a director and President of the Developer has been active in the real estate field since 1983 as a property manager and as a senior executive of companies which have developed and constructed single family lot subdivisions, townhome developments, low-rise and hi-rise condominium developments and hotels.

1.5.2 Developer's Knowledge of Penalties or Sanctions

To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within 10 years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealings in mortgages of land, or to theft or fraud.

1.5.3 Disclosure of Knowledge of Insolvency

1.5.3.1 To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation related to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold the assets of that person.

1.5.3.2 To the best of the Developer's knowledge, none of the directors, officers or principal holders of the Developer, or the directors or officers of any principal holder, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any developer that, while that person was acting in that capacity, that other developer:

- (a) was subject to any penalties or sanctions imposed by a court or a regulatory authority relating to the sale, lease, promotion, or management of real estate or securities or to lending money secured by a mortgage of land, or to arranging, administering or dealing in the mortgages of land, or to theft or fraud; or
- (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with

the creditors or had a receiver, receiver-manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

1.6.1 The following is disclosure of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and any manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Strata Lots (as defined in Section 2.1) in connection with the Development (as defined in Section 2.1) which could reasonably be expected to affect the purchaser's decision:

(a) The Commercial Developer may retain ownership of the Commercial Strata Lots.

1.6.2 The disclosure and information set out in Sections 1.5 and 1.6 of this Disclosure Statement is being provided in compliance with the *Real Estate Development Act* only. The offering made pursuant to this Disclosure Statement is being made solely by the Developer. Without limiting or affecting the liability provisions under Section 22 of the *Real Estate Development Marking Act*, no director, officer or principal holder of the Developer or any director or any officer of any principal holder of the Developer or any entity affiliated with the Developer is participating in the offering contained in this Disclosure Statement in any way, except that the Commercial Developer may retain ownership of the Commercial Strata Lots.

2 GENERAL DESCRIPTION

2.1 General Description of the Development

(a) General Description

The Development consists of 150 Residential Strata Lots and 2 Commercial Strata Lots (each lot is hereinafter referred to as the "Strata Lot" and collectively as the "Strata Lots" and in respect of strata lots 1 to 2 herein referred to as the "Commercial Strata Lots" and in respect of strata lots 3 to 152 herein referred to as the Residential Strata Lots), created pursuant to the *Strata Property Act*. Each Strata Lot will be owned individually together with a proportionate share in the common property including common facilities (the "Common Property") and other assets of the Strata Corporation which will be owned by the owners of the Strata Lots as tenants-in-common (subject to section 3.6).

(b) Type of Construction

18 storey concrete high-rise and 3 level underground parkade. (Note: There is no 13th Floor.)

- (c) Type of Units – the Residential Strata Lots will be of the following types:

1 bedroom	-	120
2 bedrooms	-	<u>30</u>
Total:		150

- (d) Civic Address:

Residential Strata Lots - 1212 Howe Street, Vancouver, British Columbia.

Commercial Strata Lots:

Strata Lot 1 – 732 to 746 Davie Street and 1214 to 1232 Howe Street,
Vancouver, British Columbia

Strata Lot 2 – 1214 Howe Street, Vancouver, British Columbia.

- (e) Strata Plan:

The layout of the Development and the approximate size and locations of the Strata Lots are as shown on the strata plans attached hereto as Exhibit "A". The strata plans that are attached to this Exhibit "A" are those strata plans that are on file in the Land Title Office.

2.2 Permitted Use

The Residential Strata Lots are zoned for residential use.

There are no building or occupancy restrictions with reference to the Development other than those set out in the relevant by-laws of the Strata Corporation and any City of Vancouver bylaws. The Development complies with all building regulations, zoning restrictions and other restrictions as specifically required by the City of Vancouver governing the use and development of the building when it was constructed.

The Commercial Strata Lots are zoned DD (Downtown District) sub-area N according to the City of Vancouver Bylaws. The Commercial Strata Lots are subject to the restrictions as set out in the Bylaws of the Strata Corporation which are attached as Exhibit "B" (see Section 2.3 of the Bylaws regarding general restrictions and Section 4.1(a) regarding signs for commercial strata lots and Section 14.1(g) regarding specific business prohibitions for commercial strata lots).

Purchasers of the Commercial Strata Lots should determine whether their intended use of the Commercial Strata Lots are permitted by the applicable City of Vancouver zoning bylaws and the Bylaws of the Strata Corporation.

2.3 Phasing

Not applicable.

3 STRATA INFORMATION

3.1 Unit Entitlement

The Unit Entitlement of each Strata Lot is a figure indicating its share in the Common Property and assets of the Development and is used to determine each Strata Lot's contribution to the expenses incurred in respect of the Common Property. The Unit Entitlement for the Residential Strata Lots is based on the habitable square metres in each Strata Lot, excluding any areas such as an exterior planter, balcony or terrace. The Unit Entitlement for each of the Commercial Strata Lots is based on the total area, in square metres, of the Commercial Strata Lots as determined by a British Columbia Land Surveyor, rounded to the nearest whole number. The Unit Entitlement for the Strata Lots is set out in Exhibit "A" Sheets 2 and 3.

3.2 Voting

At meetings of the Strata Corporation, each Residential Strata Lot will have one vote and each Commercial Strata Lot shall have a vote that is in proportion to the respective Unit Entitlement of the Commercial Strata Lot divided by the average Unit Entitlement of all the Residential Strata Lots. The Schedule of Voting Rights is set out in Exhibit "A" on Sheets 2 and 3.

3.3 Common Property and Facilities

The Development includes within the limited property the following facilities:

Residential Strata Lots:

- (a) Manager's office on lobby level;
- (b) Laundry room on level 2;
- (c) Boardroom on level 2.

The bicycle storage rooms located therein will not be designated Limited Common Property for any individual strata lot and will be available only on a first come, first serve basis.

In addition there will be the various lobbies, elevators, stairs, landscape areas, garbage, mechanical, electrical, utility and maintenance rooms.

The Development will also include additional service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, emergency generator systems, and equipment, electrical room, vents, ducts, fans and other such facilities and equipment which may not be depicted in the strata plan attached as Exhibit "A" but which is required by the City of Vancouver in connection with the Development or by the Developer's consultants.

3.4 Limited Common Property

(a) Limited Common Property

Limited Common Property is an area within the Common Property that may be used exclusively by one or more Strata Lot owners. A designation of Limited Common Property on the original Strata Plan may only be removed by an unanimous resolution of the members of the Strata Corporation. A designation of Limited Common Property by way of special resolution, may be removed by another special resolution of the members of the Strata Corporation.

(b) Terraces and Balconies

The balconies or terraces adjacent to a Strata Lot are designated on the Strata Plan as Limited Common Property for that particular Strata Lot, except for those in respect of Strata Lots 2, 3, 4, 5, 6 and 7.

The balconies or terraces adjacent to Strata Lots 3, 4, 5, 6 and 7 (all Residential Strata Lots) have been designated as Limited Common Property by way of special resolution filed in the Land Title Office under No. BB211577 (See Sheets 5A, 6A and 12A of the Strata Plans attached as Exhibit "A").

(c) There was designated on the original Strata Plan when it was filed in the Land Title Office the following limited common property areas:

- | | | |
|--------------|---|-------------------------------------|
| First Floor | - | Washroom - Strata Lot 1 |
| | | 2 service corridors - Strata Lot 2 |
| | | Stairs - Strata Lot 2 |
| | | 3 entry areas - Strata Lot 1 |
| Second Floor | - | Stairs - Strata Lot 2 |
| | | Roof Garden - Strata Lots 2 to 152. |

The Developer has, subsequent to the filing of the original Strata Plan in the Land Title Office, redesignated two of the Limited Common Property areas as follows:

First Floor, Service Corridors – a portion of the service corridor that was originally designated as Limited Common Property for Strata Lot 1 has been amended to provide that a portion of one of the corridors is now designated as Common Property for both the Commercial Strata Lots and the Residential Strata Lots with the balance remaining as Limited Common Property for Strata Lot 1. The resolution has been filed in the Land Title Office under No. BB221150. The change was made to allow access to the Residential Strata Lots via the Lobby and elevators to the garbage room and to the loading corridor on the first level.

The Developer has also redesignated the Roof Garden on level 2 to provide that a portion of the Roof Garden has been designated as Limited Common Property for Strata Lot 2 only, with the balance of the Roof Garden being redesignated as Limited Common Property for the benefit of Strata Lots 2 to 152. The special resolution has been filed in the Land Title Office under No. BB221151 (see Sheet 11A of the Strata Plans attached as Exhibit "A").

(d) Maintenance of Common Property / Limited Common Property

The Strata Corporation is responsible for maintaining all Common Property including Limited Common Property. However, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of Limited Common Property which they use. The owners of the Strata Lots are responsible for maintaining and repairing Limited Common Property which they use, other than the following items which are to be maintained and repaired by the Strata Corporation:

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

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property are allocated only to those Strata Lots entitled to use that Limited Common Property, and shared among such

Strata Lots on the basis of their relative Unit Entitlement. Any special levy, however, which relates to Limited Common Property, will be paid for by the owners of all Strata Lots in proportion to the relative Unit Entitlement of the Strata Lots.

3.5 By-laws

Strata Corporations have bylaws that govern of the affairs of the owners and the development. Bylaws provide for the control, management, administration, use and enjoyment of strata lots and common property. Bylaws of the Strata Corporation are those as set out attached as Exhibit "B" to this Disclosure Statement. The Bylaws contain a provision that the number of strata lots that may be leased shall not be limited in any way. In order to accommodate the different needs of the Residential Strata Lots and the Commercial Strata Lots, the Bylaws establish separate sections of the Strata Corporation. Each of the sections of the Strata Corporation will have a separate annual budget based on the facilities utilized and expenses incurred in respect of such action. The strata lot owners may, in accordance with the *Strata Property Act*, amend the Bylaws at a later date to better suit their specific arrangements. The Bylaws may restrict the ability of the Residential Strata Lots to amend the Bylaws for the Commercial Strata Lots and restrict the type of business uses that can be carried out on the Commercial Strata Lots. The Bylaws also impose restrictions on pets.

There are restrictions in the Bylaws in respect of pets - Sections 2.3.5 - 2.3.11, rentals - Sections 21.1.1 - 21.1.3 and on use - residential - Section 2.3, commercial - Section 4.

3.6 Parking & Storage Lockers

The Development includes an underground parking facility ("Parking Facility") generally as shown on the Strata Plan attached as Exhibit "A" hereto. There are 162 parking stalls (the "Parking Stalls") for use by the Development. The Parking Stalls for the Development will be located within the common property of the Development.

The Developer intends to designate as Limited Common Property by way of special resolution to be filed in the Land Title Office, 19 parking stalls for use by the Commercial Strata Lots to be located on level P1.

The Developer intends to designate as Limited Common Property by way of special resolution to be filed in the Land Title Office, 143 parking stalls for use by the Residential Strata Lots to be located on levels P1, P2 and P3. The Residential Strata Lots will be located behind a security gate.

Each of the Residential Strata Lots will receive one parking stall except for Strata Lots 5, 6, 16, 17, 27, 28, 38, 39, 49, 50, 60, 61, 71, 72, 83 and 84 and in respect of those strata lots, there will be no parking stall designated for them.

There will be 9 parking stalls to be made available for sale to Purchasers with the Purchasers that are on the 17th and 18th floors given the first ability to acquire these parking stalls.

The Development will include 105 Storage Lockers to be located on levels P2 and P3. The Developer intends to offer these Storage Lockers for purchase; accordingly, each Strata Lot may not have a Storage Locker allocated to them. Storage Lockers that are acquired by Purchasers will be designated by way of a special resolution and those that are not purchased will remain common property to be dealt with and allocated as the Strata Council or Strata Corporation determines.

3.7 Furnishings and Equipment

The following are the furnishings and equipment that are included in the purchase price of a Strata Lot: Stove, Fridge, Dishwasher, Hood Fan, Garburator, Microwave, Blinds and Washer and Dryer.

Residential Strata Lots - common:

- (a) Furniture in manager's office;
- (b) 1 washer/dryer in the laundry room on level 2; and
- (c) table and chairs in boardroom on level 2.

Commercial Strata Lots:

- (a) Washrooms

3.8 Budget

- (a) Common Expenses

The interim budget for the Strata Corporation for the 12 month period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a Purchaser is attached to this Disclosure Statement as Exhibit "C". The Developer must pay all expenses of the Strata Corporation until the first day of the month following the first conveyance of a Strata Lot to a Purchaser. Exhibit "D" sets out the estimated monthly assessments for the Strata Lots using the interim budget set out in Exhibit "C" and the Unit Entitlement set out in Exhibit "A". The monthly assessments will be adjusted upon the establishment by the Strata Corporation of the first annual budget at the first annual general meeting of the Strata Corporation.

3.9 Utilities and Services

(a) Property Taxes and Utility Rates

- (i) Each Strata Lot owner shall be responsible for real property taxes for his or her Strata Lot which shall be payable to the City of Vancouver.
- (ii) With the exception of those utilities listed in section 3.9(iii) below, all utilities will be either separately metered or assessed to each of the Strata Lots and will be the responsibility of each Strata Lot owner.
- (iii) The following utilities will be paid by the Strata Corporation and the costs will be pro-rated to the owners of the Strata Lots on the basis of the unit entitlement of the Strata Lots and included in the monthly assessments, as more particularly set out:
 - (1) electricity for the Common Property;
 - (2) water and sewer for the Common Property and Strata Lots;
 - (3) gas for hot water for the Common Property and Strata Lots; and
 - (4) electricity for the non-insuite component of the heating system for the Common Property (excluding any in-suite component of such system).

(b) Utilities and Other Services

The Development will be serviced by a water system, electricity, sewerage, natural gas, fire protection, telephone, cablevision and road access. The wires, cables and other equipment (the "Telecommunications Equipment") for the provision of telephone, cablevision and certain other future telecommunication services will be owned by the supplier of such services and the Telecommunications Equipment will not form part of the Common Property. The Purchaser and/or the Strata Corporation will be responsible for payment of hook-up and other charges payable to the utility supplier. Gas will be used in the Development for heating domestic hot water. The Registered Owner and the Developer have not entered into any contracts with respect to the provision of utility services to the Development other than the existing and proposed encumbrances and covenants set out in sections 4.3 and 4.4.

The Developer may cause the Registered Owner, the Strata Corporation, or other entity to enter into agreements, covenants, easements and/or statutory rights of way with and/or in favour of the City, public utilities or other entities (which may be related to the Developer) with respect to the provision

of utilities, including, without limitation, the provision of telecommunication services (including cable television) to the Development including, without limitation:

- (i) a Cable Service Agreement with an entity or supplier (the "Cable Supplier"):
 - (1) providing for cable television service to the Development at a reasonable monthly fee set by the supplier; and
 - (2) confirming that all Telecommunications Equipment located within the Development for the provision of cable services is owned by the Cable Supplier; and
- (ii) an agreement with Telus or another entity confirming that all Telecommunications Equipment located within the Development for the provision of future telecommunication services to the Development is owned by Telus.

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement with respect to the control, management and administration of the Common Property. Under section 24 of the *Strata Property Act* (British Columbia), such management agreement will terminate automatically on the earlier of (i) the date that is four weeks after the date of the second annual general meeting of the Strata Corporation, (ii) the termination date contained in the management agreement, and (iii) at any time on two months' notice by the Strata Corporation if the cancellation is approved by a $\frac{3}{4}$ vote at a meeting of the Strata Corporation, unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the contract. The management agreement may also be terminated at any time on two months notice by the manager.

3.11 Insurance

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

- (a) full replacement insurance on the Common Property, common assets, buildings and fixtures, built or installed in the Strata Lots by the Developer as part of the original construction, including floor and wall coverings and electrical and plumbing fixtures, but excluding, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other similar items; and

- (b) liability insurance for property damage and bodily injury in an amount not less than \$2,000,000.

The items described in subsection 3.11(a) and 3.11(b) above will be insured against major perils, including fire, lightning, smoke, windstorm, explosion, earthquake, water escape, vandalism and malicious acts.

Each Purchaser will be responsible for insuring property within his own Strata Lot, and for arranging third party liability coverage, in conjunction with the transfer of such Strata Lot to the Purchaser.

3.12 Rental Disclosure

Under section 139 of the *Strata Property Act* (British Columbia), the Developer must disclose to any Purchaser the intention to lease the Strata Lots in order to preserve the right of the Developer and the first Purchaser from the Developer of each Strata Lot to lease the Strata Lots in the future. A rental disclosure statement in respect of the Strata Lots in Form J under the *Strata Property Act* (British Columbia) is attached as Exhibit "E" to this Disclosure Statement. The Form J will be filed with the Superintendent by the Developer and the Registered Owner concurrently with this Disclosure Statement.

4 TITLE AND LEGAL MATTERS

4.1 Legal Description

The current legal description of the Development is as follows:

Commercial Strata Lots: Strata Lots 1 to 2, District Lot 541 Group 1 New Westminster District Strata Plan VR2282

Residential Strata Lots: Strata Lots 3 to 152, District Lot 541 Group 1 New Westminster District Strata Plan VR2282.

4.2 Ownership

The registered owner of the Commercial Strata Lots is 1212 Howe Street Ventures (Commercial) Ltd., however it holds the Commercial Strata Lots in trust for the Commercial Developer. The registered owner of the Residential Strata Lots is 1212 Howe Street Ventures (Residential) Ltd., however it holds the Residential Strata Lots in trust for the Residential Developer.

4.3 Existing Encumbrances and Legal Notations

The legal notations and encumbrances on title to the Lands are described below:

- (a) Easement and Indemnity Agreement No. 317717M - City of Vancouver. This was registered in 1960 and relates to "an electrical duct consisting of three three inch fibre conduits and one three-quarter inch steel conduit encased in concrete across the lane west of Granville Street, approximately 125 feet south of Davie Street". The agreement contemplates a \$10 annual fee to be paid on the first of September of each year to the City of Vancouver.
- (b) Easement and Indemnity Agreement No. 392391M - in favour of the City of Vancouver. This was registered in 1964 and relates to "four commercial crossings over sidewalk and boulevard east side of Howe Street between Davie and Drake streets". The agreement contemplates an annual fee of \$120.00 paid on the first of October of each year.
- (c) Easement and Indemnity Agreement No. GB118531 and GB118532 - This is an extension of Easement No. 317717M and 392391M.
- (d) Covenant No. GB133767 in favour of the City of Vancouver (registered as against Strata Lot 2 only). This covenant is in favour of City of Vancouver and provides that Strata Lot 2 is for the use of the owners and tenants of Strata Lots 3 through 152 and is to be made available to the owners, occupants and tenants of the Commercial Strata Lot 2 and the Residential Strata Lots 3 to 152 inclusive, from time to time, at no cost except for their contributions to the common expense levied by the Strata Corporation from time to time and to furnish Strata Lot 2 to the reasonable satisfaction of the Director of Social Planning of the City of Vancouver. A full copy of the covenant is attached to the Disclosure Statement as Exhibit "H".
- (e) Mortgage and Assignment of Rents in favour of People's Trust Company under Nos. BW42672 and BW42673 and Mortgage and Assignment of Rents in favour of Royal Bank of Canada under Nos. BA576339 and BA576340.

Note: Mortgages in favour of People's Trust Company and Royal Bank of Canada. The Developer has made arrangements with the banks that they will provide partial discharges of their mortgage charge upon receipt of the sale proceeds from the sale of each of the strata lots.

4.4 Proposed Encumbrances

The following additional encumbrances may be registered against title to the Lands, the Strata Lots or the Common Property:

- (a) encumbrances such as covenants, easements, statutory rights of way and/or agreements to be granted with and/or in favour of the City, public utilities or other entities (which may be related to the Developer) with respect to the provision of utilities, including without limitation the provision of

telecommunication services (including cable television) to the Development including, without limitation:

- (i) a Cable Service Agreement with the Cable Supplier:
 - (1) providing for cable television service to the Development, at a monthly fee set by the supplier; and
 - (2) confirming that all telecommunications equipment located within the Development for the provision of cable services are owned by the Cable Supplier;
- (ii) all encumbrances required or deemed necessary by the City and/or Her Majesty the Queen in Right of the Province of British Columbia to be registered against title to the Lands in order to approve all development, building and occupancy permits in respect of the development of the Lands;
- (iii) modifications or replacements of the existing encumbrances registered against title to the Lands to accommodate the siting of the Development and/or any specific requirements of the Development Permit;
- (iv) any and all such rights of way, easements, restrictive covenants, dedications and other rights or restrictions required by the City, British Columbia Hydro and Power Authority, Telus or any other applicable governmental authority or public or private utility or deemed necessary or advisable by the Developer in connection with the Development;
- (v) any such security documents as may be necessary or advisable in connection with the financing as described herein;
- (vi) one or more mortgages, assignment of rents, personal property security charges or other similar financing charges.

4.5 Outstanding or Contingent Litigation or Liabilities

The Developer is not aware of any outstanding or contingent litigation in respect of the Lands or against the Developer that may affect the Strata Corporation or Strata Lot Owners.

4.6 Environmental Matters

Based on a physical inspection of the Lands and the Developer's knowledge of the site, the Developer is not aware of any dangers or any requirements imposed by any

governmental authority with respect to flooding or the condition of the soil or subsoil and there are no environmental concerns with regard to the Lands.

5 CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The Building was originally constructed and completed on or about 1988, however has been substantially renovated in 2007 and 2008.

5.2 Warranties

(a) Construction Warranty

This is an existing building and accordingly the Developer is not required, pursuant to the *Home Owner Protection Act* of British Columbia, to provide any construction warranties, under the *Home Owner Protection Act*. The Developer is, however, providing warranties to each of the Purchasers and to the Strata Corporation in respect of defects in material and labour and in respect to the building envelope for the period of time and on the terms and conditions as set out in Exhibit "I";

(b) Equipment Warranty

There are no equipment warranties being provided except that any manufacturer's warranties for appliances and equipment, whether located in the Common Property of the Strata Lots, will be passed on to the Strata Corporation to the Purchasers, as the case may be, if and to the extent permitted by such warranties.

5.3 Previously Occupied Building

The Building has been occupied since construction by various tenants. The Developer has obtained four reports in respect of the condition of the Building as follows:

- (a) Structural - Glotman Simpson Consulting Engineers letter dated February 2008;
- (b) Building Envelope - B.C. Building Science Partnership letter dated February 4, 2008;
- (c) Mechanical - Sterling Cooper & Associates letter dated April 8, 2008;
- (d) Electrical - Nemetz (S/A) & Associates Ltd. letter dated April 2008.

Copies of these reports are attached to this Disclosure Statement as Exhibit "G".

The Developer intends, on or before the closing of the first Strata Lot to a Purchaser, in addition to the renovations it is undertaking as set out in Section 7.5, to complete, at the Developer's cost, all those items noted in the B.C. Building Science Partnership's February 4, 2008 letter, Sterling Cooper & Associates Ltd.'s letter dated April 8, 2008 and Nemetz (S/A) & Associates Ltd.'s letter dated April 2008.

The Developer will not be undertaking any future testing or servicing other than that which may be required to satisfy the warranty that it has provided in Section 5.2 herein, as future testing and servicing will be the ongoing responsibility of the Strata Corporation.

6 APPROVALS AND FINANCES

6.1 Development Approval

The building, as noted in this Disclosure Statement, was previously constructed and at that time the City of Vancouver issued a development permit and an occupancy permit for the building. The Developer has obtained building permits for the work as contemplated in Section 5.3 of this Disclosure Statement, those being DB425377 for the building envelope and BU440298 for re-piping and interior renovations.

6.2 Construction Financing

The Developer has arranged for financing for the construction upgrades, as described in Section 4.3(e) of this Disclosure Statement and, pursuant to this financing, partial discharges of the security interests in respect of each Strata Lot will be provided upon payment to the lender of all or an agreed portion of the net sale proceeds from the sale of such Strata Lots.

7 MISCELLANEOUS

7.1 Deposits

All monies received from a Purchaser shall be held in trust in the manner required by the *Real Estate Development Marketing Act* until an instrument evidencing the interest of the Purchaser in the Strata Lot has been accepted for registration with the appropriate Land Title Office, and the Strata Lot being purchased or leased is capable of being occupied, provided that in the event a Purchaser fails to complete the purchase of a lot in accordance with the Purchase and Sale Agreement, the Developer shall be entitled to retain any deposit paid by each Purchaser.

7.2 Agreement of Purchase and Sale

7.2.1 Contract Form

The Developer intends to offer each Residential Strata Lot for sale generally in conformance with the terms and conditions set out in the Agreement of Purchase

and Sale attached as Exhibit "F" (the "Agreement of Purchase and Sale") hereto and such other terms as are negotiated between the Developer and the purchaser. The Developer reserves the right to amend, from time to time, the form of the Agreement of Purchase and Sale as the Developer, in its discretion, sees fit provided that prior to any significant change in the form of the Agreement of Purchase and Sale, the Developer will file an amendment to the Disclosure Statement. The Developer may offer the Commercial Strata Lots for sale in such form and on terms as are negotiated between the Developer and a purchaser.

7.2.2 The Agreement of Purchase and Sale provides, among other things, the following:

(a) Termination:

On page 2 of the Agreement of Purchase and Sale under the heading "Vendor's Condition" it provides that the Vendor may terminate the Agreement of Purchase and Sale if a certain number of sales have not been achieved by a certain date as follows:

"VENDOR'S CONDITION - The Vendor may, at its sole option, terminate this Agreement of Purchase and Sale and refund the deposit received from the Purchaser if the Vendor has not entered into binding agreements of purchase and sale with respect to at least 70% of the Strata Lots (105 out of 150 Strata Lots) on or before the 31st day of August, 2008. The Vendor reserves the right to remove this condition if less than the specified number of Strata Lots have been sold prior to the time specified. The Vendor shall give notice to the Purchaser or the Purchaser's solicitors or the Purchaser's real estate agent on or before such date advising whether or not it has removed the subject condition. This condition is for the sole benefit of the Vendor and may be waived by the Vendor unilaterally."

Further, Section 3(b) of Exhibit 1 of the Agreement of Purchase and Sale provides that the Purchaser may terminate the Agreement of Purchase and Sale if the Vendor is delayed as a consequence of circumstances described in Section 3(c) of Exhibit 1 of the Agreement of Purchase and Sale beyond 31st day of October, 2008, upon providing a notice as provided for all as set out as follows:

"3(b) The Completion Date will be no later than the 31st day of October, 2008 provided that if the Vendor is delayed from completing the Upgrade Work because of any circumstance described in paragraph 3(c), the Vendor may at any time on or before the Completion Date by written notice (the "Notice") addressed to the Purchaser and delivered to the Purchaser's address as set out above, extend the Completion Date to such a later date as may be specified in the Notice provided that if the

Completion Date must be extended for more than 6 months from the 31st day of October, 2008, then the Purchaser may, at his option (which option must be exercised within 5 days after receipt of the Notice), terminate this agreement by giving written notice to such effect to the Vendor. Upon such termination, the Deposit will be returned by the Vendor to the Purchaser forthwith upon notice of termination and the Vendor and the Purchaser shall thereafter have no further obligations to one another hereunder. Any reference hereafter to the Completion Date will be a reference to the Completion Date as may be extended pursuant to this paragraph 3(b)."

(b) Extension:

Section 3(b) of Exhibit 1 of the Agreement of Purchase and Sale provides that the Vendor may extend the time for completing the Agreement of Purchase and Sale if certain circumstances arise as set out in Section 3(c) of Exhibit 1 of the Agreement of Purchase and Sale and that section is as set out as follows:

"3(c) If the Vendor is delayed in completing construction of the Strata Lot or in doing anything the Vendor is required to do pursuant to this agreement, and the delay is caused by any condition or cause beyond the reasonable control of the Vendor including, without limitation, acts or omissions by third parties not related to the Vendor, strike, lockout, labour dispute, unusual geotechnical conditions, climactic conditions, act of god, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile action, civil commotion, fire or other casualty, the time for completing construction of the Strata Lot or for the Vendor doing anything the Vendor is required to do pursuant to this agreement, shall be extended by a time equivalent to the period of such delay."

(c) Assignment:

Section 18 of Exhibit 1 of the Agreement of Purchase and Sale provides the circumstances and processes where the Purchaser may assign the Agreement of Purchase and Sale and is set out below:

"18. ASSIGNMENT - The Purchaser may assign its rights under this Agreement provided such assignment shall have received the prior written approval of the Vendor, such approval not to be unreasonably withheld. The Vendor will not approve any Assignments received after the 1st of July, 2008 and any Assignments after the 1st of July, 2008 will only be dealt with

by the Vendor at the time of closing. If such assignment is approved, the Purchaser shall remain liable for the obligations of the Purchaser under this Agreement. As a condition of the Vendor providing such approval, the Purchaser, when requesting such approval, must pay to the Vendor an assignment fee of \$3,000.00. In the event that the Purchaser wishes to assign its rights under this Agreement to his spouse, or to a member of his immediate family (which shall be deemed to include only the parents and children of the Purchaser), or to a company which is wholly owned by the Purchaser, the Vendor may, in its sole discretion, waive the assignment fee, but only on the condition that the Purchaser first provide the Vendor's Solicitors with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's solicitors. The Purchaser shall be required to pay in addition to the assignment fee all of the Vendor's costs in connection with any assignment, including legal fees and disbursements."

The Agreement of Purchase and Sale in Section 18 in the first sentence describes the circumstances where the Vendor can refuse assignments and the section also sets out the fee that is payable by the Purchaser in an assignment circumstance.

(d) Completion Date:

Under Section 3(a) of Exhibit 1 of the Agreement of Purchase and Sale, the Completion Date is established and the section reads as follows:

"3(a) The Completion Date will be a date established by the Vendor and set out in a written notice to the Purchaser or his solicitor (the date so established herein called the "Completion Date") which shall be a minimum of 14 days after the date on which the Vendor has delivered the aforesaid notice to the Purchaser or his solicitor. The Completion Date shall be after the date when the work described in Section 5.3 of the Disclosure Statement has been completed (the "Upgrade Work") and the date that the City of Vancouver has given permission to occupy the Strata Lot. The Vendor presently anticipates that such permission and issuance of titles will be given between on or about the 31st day of July, 2008 and the 31st day of October, 2008. For the purposes of this paragraph, permission to occupy the strata lot means the initial permission given by the City of Vancouver, whether such permission is temporary, conditional

or final and refers to occupation of the Strata Lot only and not to occupation of other Strata Lots or common property in the Development.”.

(e) Interest

Under Section 1 of Exhibit 1 of the Agreement of Purchase and Sale, deposits are paid by the Purchaser to the Developer's solicitors, McLachlan Brown Anderson, to be held in trust with any interest accruing thereon to be a credit to the Vendor.

A Purchaser should refer to Exhibit “F” of the Disclosure Statement for the complete terms and conditions of the Agreement of Purchase and Sale.

7.3 Covenant GB133767

This Covenant has been described in Section 4.3(d) of the Disclosure Statement and a copy of it is attached as Exhibit “H” to this Disclosure Statement. A portion of Strata Lot 1 and Strata Lot 2 is currently leased to Fitness World on a long-term lease basis. Fitness World has constructed on Strata Lot 2 a shower/change rooms, reception/office area and large open space with various fitness equipment that belongs to Fitness World. The owner of Strata Lot 2 will be responsible for Strata Lot 2's contribution to the common expenses levied by the Strata Corporation from time to time, and that such strata fees will not be borne by the Residential Strata Lots. Further, the Developer has made arrangements with Fitness World whereby the owners, occupants and tenants of the Residential Strata Lots, from time to time, will be able to access the complete Fitness World facilities located in Strata Lot 1 and Strata Lot 2, at the rate offered to Fitness World clients from time to time, without the obligation to sign any contracts other than on a month-to-month basis and Fitness World will also waive their standard initiation fee.

7.4 Developer's Commitments

The Developer intends to cause the registered owner or the Strata Corporation to enter into agreements which are, inter alia, necessary or desirable for the maintenance of the Common Property and common assets of the Strata Corporation including, without limitation:

- (a) an elevator servicing agreement;
- (b) an agreement with Telus or other entities with respect to the provision of telecommunication services;
- (c) an agreement with respect to the provision of cablevision service;
- (d) elevator emergency phone monitoring agreement;

- (e) security system maintenance, monitoring and rental agreement for the Common Areas;
- (f) maintenance and rental agreement or agreements with respect to some Common Property equipment;
- (g) utilities and other service agreements referred to in section 6(s);
- (h) landscaping and garden maintenance agreement;
- (i) fire alarm system monitoring agreement;
- (j) private garbage/waste removal agreement;
- (k) any unregistered agreements required by the City in order to approve all development, building and occupancy permits in respect of the development of the Lands.

The Developer has not posted any security to meet any commitments contained in the above-noted agreements. The Developer is not aware of any risks associated with the commitments made.

7.5 Other Material Facts

(a) Interior Renovations

The Building has been substantially renovated in 2007/2008 as noted in Section 5.3 herein. Further, the Developer has also undertaken renovations of the common areas and in-suite areas and a summary of those renovations are as set out in Exhibit "J".

(b) Caretaker Suite

There will be no caretaker suite.

(c) Continuing Sales and Marketing Plan

The Developer will continue to carry out for up to 12 months after the date of first occupancy of any Strata Lot, marketing and sales activities within the Common Property and any Strata Lot owned or leased by the Developer, including maintaining display suites, other display areas, parking areas and signage. The Developer will act reasonably in exercising such rights and use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property.

(d) Distribution of Strata Corporation Assets on Winding-Up

The voluntary winding-up of the Strata Corporation in the case of the destruction of the 3 Development, in whole or in part, or for any other reason, requires a unanimous resolution of the Strata Corporation and the approval of the registrar of the Land Title Office. Upon the winding-up of the Strata Corporation and cancellation of the Strata Plan, each Strata Lot owner would become a tenant-in-common, with each other owner, of all the lands within the Strata Plan, land owned by the Strata Corporation but not shown on the Strata Plan and personal property held by or on behalf of the Strata Corporation. Each Strata Lot owner's proportionate share would be calculated on the basis of the most recent assessed value of each Strata Lot divided by the aggregate of the most recent assessed value of all Strata Lots (other than any owned by the Strata Corporation). If there is no assessed value for any Strata Lot, then the value for the purpose of the foregoing calculation may be determined by an independent appraiser and approved by a $\frac{3}{4}$ vote of the Strata Corporation.

(e) First Annual General Meeting

The Developer must hold the first annual general meeting of the Strata Corporation within six weeks of the earlier of:

- (i) the date on which 50% plus one of the Strata Lots have been conveyed to Purchasers; and
- (ii) the date which is nine months after the first conveyance of a Strata Lot to a Purchaser.

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

The Developer must provide copies of the following documents to the Strata Corporation at the first annual general meeting:

- (iii) all plans required to obtain a building permit and any amendments to the building permit plans;
- (iv) any document in the Developer's possession that indicates the location of pipes, wires, cables, chutes, ducts or other service facilities that are not shown on a plan;
- (v) all contracts entered into by the Strata Corporation;

- (vi) any Disclosure Statement filed under the *Real Estate Development Marketing Act* (British Columbia and any Rental Disclosure Statement;
- (vii) the registered Strata Plan from the Land Title Office;
- (viii) the names and addresses of contractors, subcontractors and persons primarily responsible for supplying labour or materials to the project;
- (ix) the names and addresses of any technical consultants, including building envelope specialists, if any;
- (x) the name and address of any project manager; and
- (xi) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to the common property or common assets.

(f) Contingency Reserve Fund

The Developer will establish a contingency reserve fund by making a minimum contribution to that fund at the time of the first conveyance of a Strata Lot to a Purchaser. Since the first conveyance of a Strata Lot to a Purchaser will occur no later than one year after the deposit of the Strata Plan, the minimum contribution by the Developer to the fund will be 5% of the estimated operating expenses as set out in the interim budget set out in Exhibit "C". The interim budget includes a contingency reserve fund of 5% of the estimated operating expenses (in addition to the 5% contributed by the Developer). However, the contingency reserve fund will increase to 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation.

(g) Budget Shortfalls

The Developer must pay the Strata Corporation's expenses up to the end of the month in which the first conveyance of a Strata Lot to a Purchaser occurs. After that month and before the first annual budget takes effect, if the Strata Corporation's actual expenses exceed the estimated expenses as set out in the interim budget, the Developer must pay the excess to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the excess expenses, where those excess expenses are more than 10% (but less than 20%) or 20% of the amounts estimated in the interim budget, section 3.1(1) of the Regulations to the *Strata Property Act* (British Columbia) requires a developer to pay to the strata corporation a further amount equal to two or three times respectively multiplied by the amount of the excess, as the case may be.

DEEMED RELIANCE

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of April 14, 2008.

DEVELOPER:

1212 HOWE STREET CONDOMINIUM DEVELOPMENTS LTD.

Per:



BRUNO WALL

DIRECTOR OF 1212 HOWE STREET CONDOMINIUM DEVELOPMENTS LTD.



BRUNO WALL

1212 HOWE STREET VENTURES (RESIDENTIAL) LTD.

Per:



BRUNO WALL

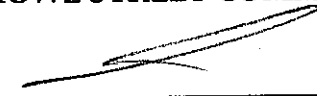
DIRECTOR OF 1212 HOWE STREET VENTURES (RESIDENTIAL) LTD.



BRUNO WALL

1212 HOWE STREET COMMERCIAL DEVELOPMENTS LTD.

Per:



Bruno Wall

DIRECTOR OF 1212 HOWE STREET COMMERCIAL DEVELOPMENTS LTD.



BRUNO WALL

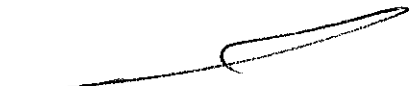
1212 HOWE STREET VENTURES (COMMERCIAL) LTD.

Per:



BRUNO WALL

DIRECTOR OF 1212 HOWE STREET VENTURES (COMMERCIAL) LTD.



BRUNO WALL

TO BE EXECUTED BY AT LEAST ONE DIRECTOR OF ANY CORPORATE DEVELOPER
AND BY EACH INDIVIDUAL DEVELOPER, (S.53 OF THE REAL ESTATE ACT).

DOMINION OF CANADA
PROVINCE OF BRITISH
COLUMBIA TO WIT:

IN THE MATTER OF the Real Estate Act and
the Disclosure Statement for the 1212 Howe
Development of 1212 Howe Street Condominium
Developments Ltd. and 1212 Howe Street
Commercial Developments Ltd.

For Property described as:

City of Vancouver
Strata Lots 1 to 152, District Lot 541 Group 1 New Westminster District Strata
Plan VR2282

I, Bruno Wall, of the City of Vancouver, in the Province of British Columbia do solemnly
declare:

1. That I am a Director of 1212 Howe Street Condominium Developments Ltd. and 1212
Howe Street Commercial Developments Ltd. and referred to in the above described
Disclosure Statement, dated the 14th day of April, 2008.
2. That every matter of fact stated in the said Disclosure Statement is correct.
3. That I am aware that Section 50(7) of the *Real Estate Act* requires that a true copy of the
Disclosure Statement be delivered to the prospective Purchaser or lessee and receipt for
same be obtained.
4. AND I make this solemn declaration, conscientiously believing it to be true and knowing
that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the City of
Vancouver, in the Province of British
Columbia, this 14th day of April, 2008.

A Commissioner for taking Affidavits for the
Province of British Columbia

BRUNO WALL

EXHIBIT "A"
STRATA PLANS

FB. 351 P. 84 - 85

CONDOMINIUM ACT

STRATA PLAN VR 2282

STRATA LOT NO	SHEET NO	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS NUMBER OF VOTES
1	10	1 0 5 1	141,325	20
2	11	8 8 2 9	40,220	16
3	12	4 8 0	4,425	1
4	12	5 4 1	5,149	1
5	12	3 9 1	3,781	1
6	12	3 7 6	3,299	1
7	12	5 4 3	5,189	1
8	12	4 8 2	4,304	1
9	12	5 1 3	4,546	1
10	12	5 5 6	5,229	1
11	12	6 9 3	6,718	1
12	12	5 2 1	4,706	1
13	12	4 9 2	4,626	1
14	13	4 8 0	4,425	1
15	13	5 4 1	5,109	1
16	13	3 9 1	3,540	1
17	13	3 7 6	3,178	1
18	13	5 4 9	5,149	1
19	13	4 8 6	4,385	1
20	13	5 1 3	4,626	1
21	13	5 5 6	5,270	1
22	13	6 9 3	6,718	1
23	13	5 2 1	4,706	1
24	13	4 9 2	4,586	1
25	14	4 8 0	4,425	1
26	14	5 4 1	5,149	1
27	14	3 9 1	3,580	1
28	14	3 7 6	3,540	1
29	14	5 4 9	5,189	1
30	14	4 8 6	4,385	1
31	14	5 1 3	4,626	1
32	14	5 5 6	5,310	1
33	14	6 9 3	6,718	1
34	14	5 2 1	4,747	1
35	14	4 9 2	4,626	1
36	15	4 8 0	4,546	1
37	15	5 4 1	5,229	1
38	15	3 9 1	3,620	1
39	15	3 7 6	3,178	1
40	15	5 4 9	5,229	1
41	15	4 8 6	4,465	1
42	15	5 1 3	4,666	1
43	15	5 5 6	5,350	1
44	15	6 9 3	6,838	1
45	15	5 2 1	4,787	1
46	15	4 9 2	4,706	1
47	16	4 8 0	4,546	1
48	16	5 4 1	5,270	1
49	16	3 9 1	3,661	1
50	16	3 7 6	3,379	1
51	16	5 4 9	5,270	1
52	16	4 8 6	4,465	1
53	16	5 1 3	4,747	1
54	16	5 5 6	5,390	1
55	16	6 9 3	6,879	1
56	16	5 2 1	4,827	1
57	16	4 9 2	4,747	1
58	17	4 8 0	4,626	1
59	17	5 4 1	5,310	1
60	17	3 9 1	3,902	1
61	17	3 7 6	3,620	1
62	17	5 4 9	5,310	1
63	17	4 8 6	4,505	1
64	17	5 1 3	4,787	1
65	17	5 5 6	5,431	1
66	17	6 9 3	6,919	1
67	17	5 2 1	4,908	1
68	17	4 9 2	4,787	1
69	18	4 8 0	4,666	1
70	18	5 4 1	5,350	1
71	18	3 9 1	3,741	1
72	18	3 7 6	3,459	1
73	18	5 4 9	5,350	1
74	18	4 8 6	4,586	1
75	18	5 1 3	4,867	1
76	18	5 5 6	5,672	1
77	18	6 9 3	6,959	1
78	18	5 2 1	5,229	1
79	18	4 9 2	4,787	1
80	19	4 8 0	4,666	1
81	19	5 4 1	5,390	1
82	19	3 9 1	3,781	1

D. J. M.
Oct. 18, 1988

CONDOMINIUM ACT

STRATA PLAN VR 2282

STRATA LOT NO	SHEET NO	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS NUMBER OF VOTES
83	19	3 7 6	3,701	
84	19	5 4 9	5,390	
85	19	4 8 6	4,626	
86	19	5 1 3	4,867	
87	19	5 5 6	5,712	
88	19	6 9 3	7,000	
89	19	5 2 1	5,229	
90	19	4 9 2	4,827	
91	20	4 8 0	4,706	
92	20	5 4 3	5,431	
93	20	7 3 1	7,281	
94	20	5 4 9	5,431	
95	20	4 8 6	4,706	
96	20	5 1 3	4,948	
97	20	5 5 6	5,752	
98	20	6 9 3	7,040	
99	20	5 1 9	5,431	
100	20	4 9 2	4,908	
101	21	4 8 0	4,787	
102	21	5 4 3	5,471	
103	21	7 3 1	7,321	
104	21	5 4 9	5,471	
105	21	4 8 6	4,747	
106	21	5 1 3	4,988	
107	21	5 5 6	5,793	
108	21	6 9 3	7,080	
109	21	5 1 9	5,471	
110	21	4 9 2	4,908	
111	22	4 8 0	4,867	
112	22	5 4 3	5,551	
113	22	7 3 1	7,402	
114	22	5 4 9	5,551	
115	22	4 8 6	4,827	
116	22	5 1 3	5,028	
117	22	5 5 6	5,873	
118	22	6 9 3	7,160	
119	22	5 1 9	5,559	
120	22	4 9 2	4,988	
121	23	4 8 0	4,908	
122	23	5 4 3	5,632	
123	23	7 3 1	7,482	
124	23	5 4 9	5,632	
125	23	4 8 6	4,908	
126	23	5 1 3	5,109	
127	23	5 5 6	5,253	
128	23	6 9 3	7,241	
129	23	5 1 9	5,672	
130	23	4 9 2	5,109	
131	24	4 8 0	5,109	
132	24	5 4 3	5,793	
133	24	7 3 1	7,673	
134	24	5 4 9	5,793	
135	24	4 8 6	5,028	
136	24	5 1 3	5,310	
137	24	5 5 6	6,034	
138	24	6 9 3	7,402	
139	24	5 1 9	5,712	
140	24	4 9 2	5,270	
141	25	8 1 3	9,534	
142	25	7 4 7	7,764	
143	25	8 3 8	9,815	
144	25	8 3 8	9,856	
145	25	7 3 3	7,603	
146	25	8 5 0	9,984	
147	26	7 8 8	9,051	
148	26	7 4 7	7,965	
149	26	8 1 3	9,212	
150	26	8 1 4	9,292	
151	26	7 3 2	7,804	
152	26	8 2 7	9,574	
AGGREGATE		102,004	1,000,000	186

Accepted as to Forms 1, 2 and 3
This 27 day of October, 1988.

[Signature]
Superintendent of Real Estate

D. J. M.

Oct. 18, 1988

STRATA PLAN VR 2282**STATUTORY DECLARATION**

- I, the undersigned, do solemnly declare that:
- 1) I, the undersigned, am the duly authorized agent of the owner - developer.
 - 2) the strata plan is for commercial and residential use.
- I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at Vancouver, B.C.,
This 18 day of October, 1988.

Maurice St Cyr

A commissioner for taking affidavits in and
for the Province of British Columbia.

Agent of Owner - developer.

Andrew V-T

Owner - Developer:

Pacific Canadian House Limited.Andrew V-T

Authorized Signatory

[Signature]

Authorized Signatory

Mortgagee:

Bank of America Canada.[Signature]

Authorized Signatory

[Signature]

Authorized Signatory

SECTION 8 (1)

I, Dick F. Mak, a British Columbia Land Surveyor, hereby certify that the building shown in this Strata Plan has not, as of the 18th day of October, 1988, been previously occupied.
Dated at Burnaby, British Columbia, this 18th day of October, 1988.

Dick F. Mak

B.C.L.S.

D.F.M.

Oct. 18, 1988.

STRATA PLAN VR 2282

DIAGRAMMATIC ELEVATION

SECTION A-A

Scale: 1:200



AMENDED PURSUANT TO SEC. 257
STRATA PROPERTY ACT.
THIS 17TH DAY MARCH 2008
SHE AMENDED SHEET SA
AND 88211577

Roof C.P.		Elevator Machine Room C.P.	Roof C.P.		Roof Floor
S.L. 148		Lobby C.P.	S.L. 151		18 th Floor
S.L. 142		Lobby C.P.	S.L. 145		17 th Floor
S.L. 133		Lobby C.P.	S.L. 138		16 th Floor
S.L. 123		Lobby C.P.	S.L. 128		15 th Floor
S.L. 113		Lobby C.P.	S.L. 118		14 th Floor
S.L. 103		Lobby C.P.	S.L. 108		12 th Floor
S.L. 93		Lobby C.P.	S.L. 98		11 th Floor
⊙ S.L. 83		Lobby C.P.	S.L. 88		10 th Floor
⊙ S.L. 72		Lobby C.P.	S.L. 77		9 th Floor
⊙ S.L. 61		Lobby C.P.	S.L. 66		8 th Floor
⊙ S.L. 50		Lobby C.P.	S.L. 55		7 th Floor
⊙ S.L. 39		Lobby C.P.	S.L. 44		6 th Floor
⊙ S.L. 28		Lobby C.P.	S.L. 33		5 th Floor
⊙ S.L. 17		Lobby C.P.	S.L. 22		4 th Floor
Roof C.P. ⊙ S.L. 6		Lobby C.P.	S.L. 11		3 rd Floor
PT. S.L. 2		Elevator Lobby C.P.	Corridor C.P.	PT. S.L. 2	Roof Garden L.C.P. for use of S.L. 2 to 152 2 nd Floor
PT. S.L. 1		Lobby C.P.	Garbage Room C.P.	C.P. 1 st Floor	
Parking C.P.		Elevator Lobby C.P.	Vestibule C.P.	Parking C.P. Upper Parking P-1	
Parking C.P.		Elevator Lobby C.P.	Ramp C.P.	Parking C.P. Middle Parking P-2	
Parking C.P.		Elevator Lobby C.P.		Parking C.P. Lower Parking P-3	

LEGEND

- S.L. denotes strata lot.
C.P. denotes common property.
L.C.P. denotes limited common property.
⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
⊙ denotes Patio, limited common property for use of adjacent strata lot unless otherwise stated.
PT.S.L. denotes Part of strata lot.

Note: The number 13 was not used in
the numbering of floors.

D. J. M.
Oct. 18, 1988.

EXPLANATORY PLAN TO DESIGNATE LCP FOR SL 3 TO 7, 12, 13, 118, 128 AND 138 BK 102 DL 541 GP 1 NWD PLAN VR2282

STRATA PLAN VR2282

DEPOSITED AND REGISTERED IN THE LAND
TITLE OFFICE AT NEW WESTMINSTER, B.C.
THIS 17 DAY OF MARCH, 2008

IAN MACDONALD / CP
REGISTRAR

BB 211577

PURSUANT TO SEC. 257 OF THE STRATA PROPERTY ACT
B.C.G.S. 92G.025

SCALE 1 : 250

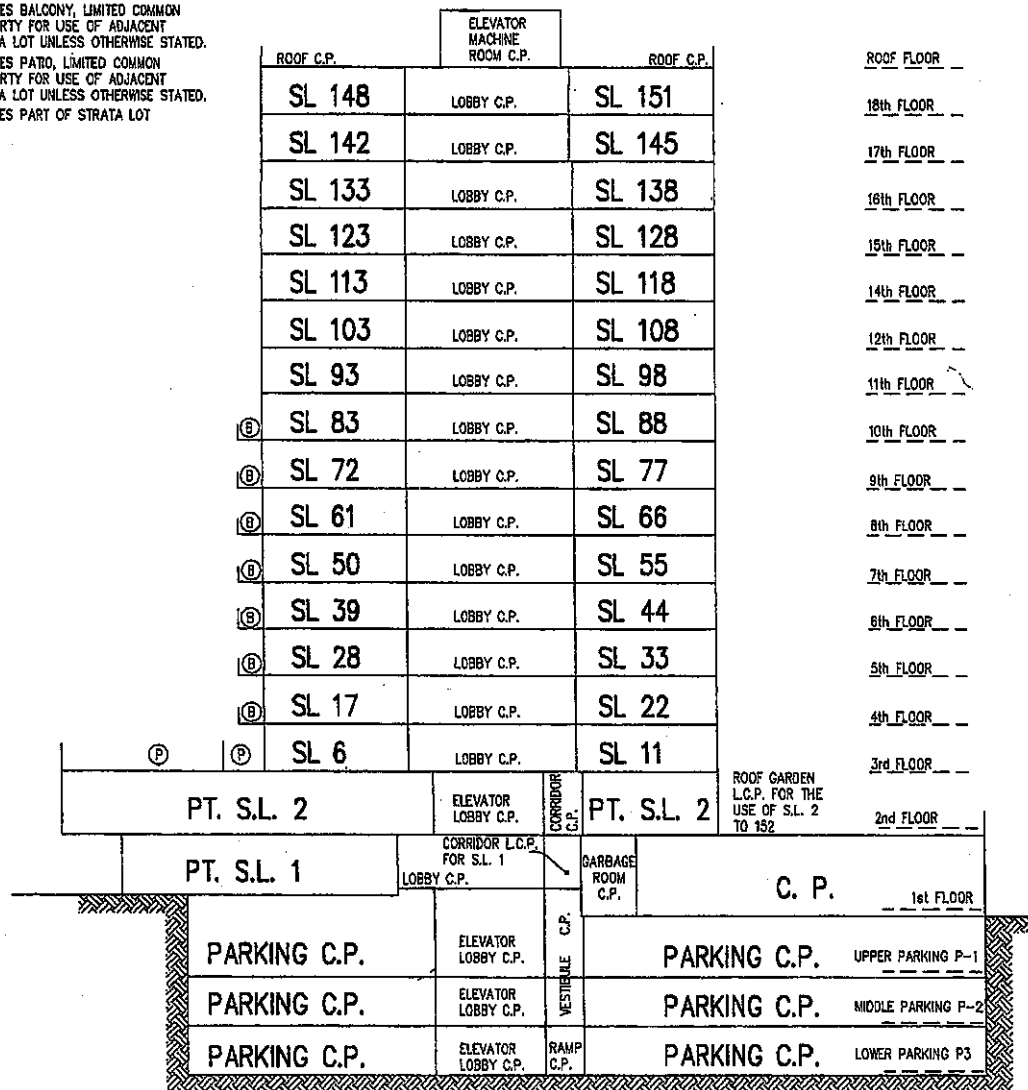


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

DIAGRAMMATIC ELEVATION SECTION A-A

LEGEND

- SL. ——— DENOTES STRATA LOT
C.P. ——— DENOTES COMMON PROPERTY
L.C.P. ——— DENOTES LIMITED COMMON PROPERTY
(B) ——— DENOTES BALCONY, LIMITED COMMON
PROPERTY FOR USE OF ADJACENT
STRATA LOT UNLESS OTHERWISE STATED.
(P) ——— DENOTES PART, LIMITED COMMON
PROPERTY FOR USE OF ADJACENT
STRATA LOT UNLESS OTHERWISE STATED.
PT.SL. ——— DENOTES PART OF STRATA LOT



NOTE: THE NUMBER 13 WAS NOT USED IN THE
NUMBERING OF FLOORS

THIS PLAN WAS COMPLETED AND CHECKED, AND THE
CHECKLIST FILED UNDER ECP#78244, ON THE 11TH
DAY OF MARCH, 2008 AND IS HEREBY CERTIFIED CORRECT IN
ACCORDANCE WITH THE LAND TITLE OFFICE RECORDS.

G.A. HOL

B.C.L.S.

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT - CITY OF VANCOUVER

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
13160 88th AVENUE
SURREY, BC V3W 3K3
TEL: 604-596-0391
FILE: 2112-07566-02

Original

DIAGRAMMATIC ELEVATION SECTION B-B

SHEET 2 OF 6 SHEETS

SCALE 1 : 250

STRATA PLAN VR2282

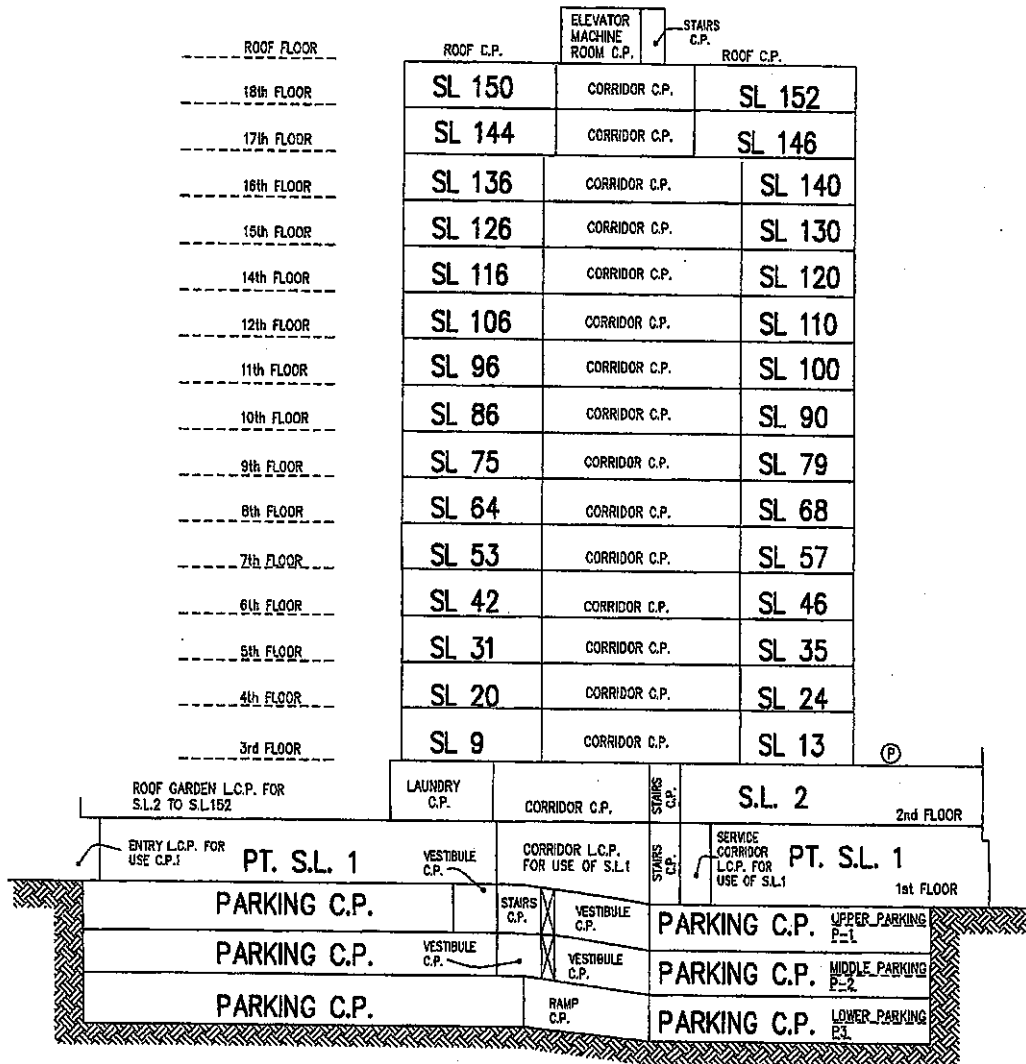


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- PT.S.L. _____ DENOTES PART OF STRATA LOT
- S.L. _____ DENOTES STRATA LOT
- C.P. _____ DENOTES COMMON PROPERTY
- L.C.P. _____ DENOTES LIMITED COMMON PROPERTY
- ☒ _____ DENOTES DUCT SPACE, COMMON PROPERTY
- Ⓟ _____ DENOTES PATIO, LIMITED COMMON PROPERTY FOR USE OF ADJACENT STRATA LOT UNLESS OTHERWISE STATED.

NOTE: THE NUMBER 13 WAS NOT USED IN THE NUMBERING OF FLOORS



G.A. HOL

B.C.L.S.

DATE: MARCH 11, 2008

Original

STRATA PLAN VR 2282

DIAGRAMMATIC ELEVATION

SECTION B-B

Scale : 1 : 200



AMENDED PURSUANT TO
SEC. 257 STRATA PROPERTY ACT.
THIS 17TH DAY MARCH 2008
SEE AMENDED SHEET 6 A
AND BB 211577

Roof Floor	Roof C. P.	Elevator Machine Room C.P.	Roof C. P.
18 th Floor	S.L. 150	Corridor C.P.	S.L. 152
17 th Floor	S.L. 144	Corridor C.P.	S.L. 146
16 th Floor	S.L. 136	Corridor C.P.	S.L. 140
15 th Floor	S.L. 126	Corridor C.P.	S.L. 130
14 th Floor	S.L. 116	Corridor C.P.	S.L. 120
12 th Floor	S.L. 106	Corridor C.P.	S.L. 110
11 th Floor	S.L. 96	Corridor C.P.	S.L. 100
10 th Floor	S.L. 86	Corridor C.P.	S.L. 90
9 th Floor	S.L. 75	Corridor C.P.	S.L. 79
8 th Floor	S.L. 64	Corridor C.P.	S.L. 68
7 th Floor	S.L. 53	Corridor C.P.	S.L. 57
6 th Floor	S.L. 42	Corridor C.P.	S.L. 46
5 th Floor	S.L. 31	Corridor C.P.	S.L. 35
4 th Floor	S.L. 20	Corridor C.P.	S.L. 24
3 rd Floor	S.L. 9	Corridor C.P.	S.L. 13
Roof Garden	L.C.P. for S.L. 2 to S.L. 152	Laundry C.P.	Corridor C.P.
PT. S.L. 1	Corridor L.C.P. for use of S.L. 1	PT. S.L. 1	2 nd Floor
Parking C.P.	Stairs C.P.	Vestibule C.P.	Parking C.P.
Parking C.P.	Vestibule C.P.	Vestibule C.P.	Parking C.P.
Parking C.P.	Ramp C.P.	Parking C.P.	Parking C.P.

LEGEND

PT.S.L. denotes part of strata lot.

S.L. denotes strata lot.

C.P. denotes common property.

L.C.P. denotes limited common property.

☒ denotes duct space, common property.

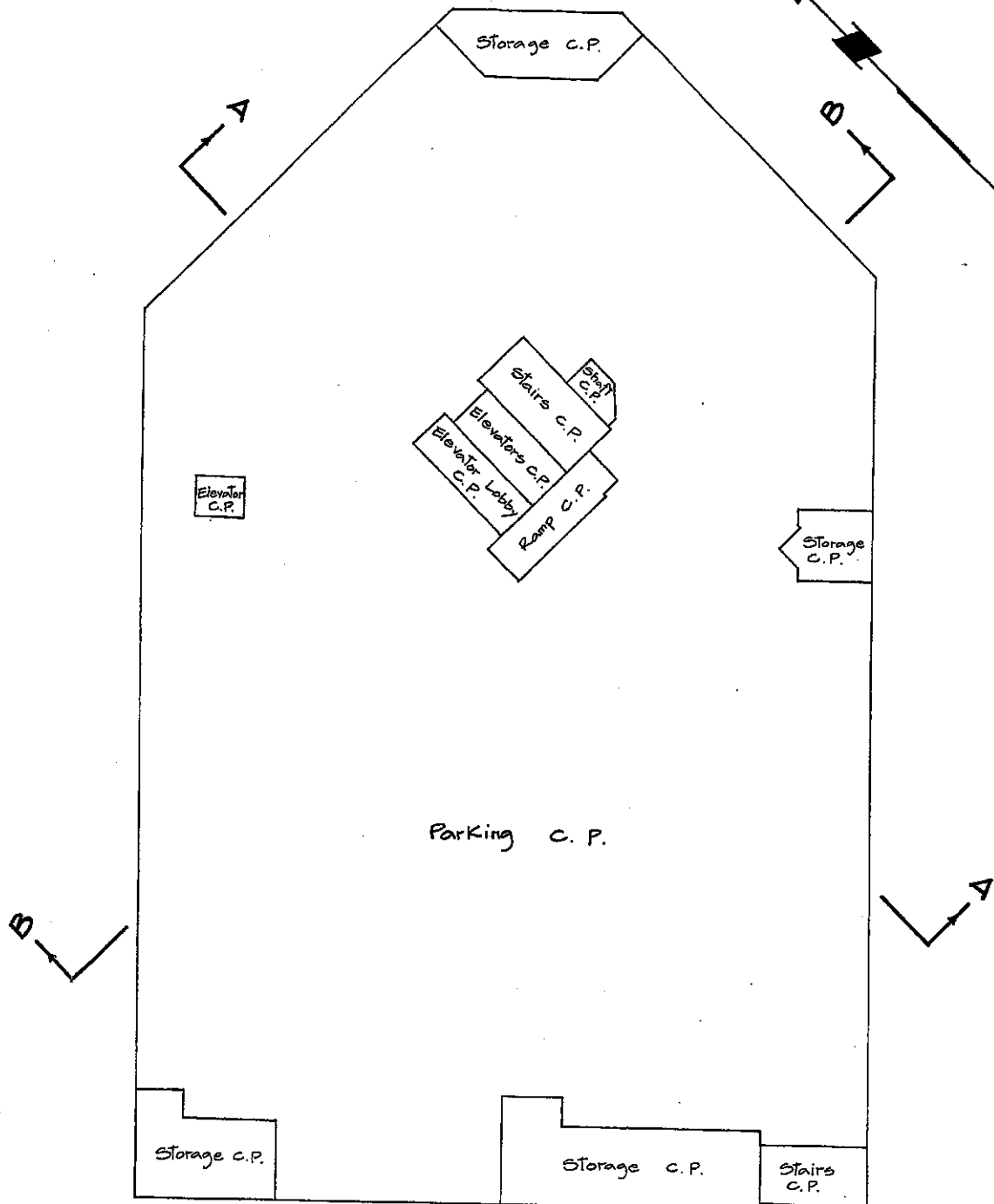
Note: The number 13 was not used in the numbering of floors.

D. F. M.
Oct. 18, 1988.

STRATA PLAN VR 2282

LOWER PARKING P-3

Scale : 1 : 200

**LEGEND**

c.p. denotes common property.

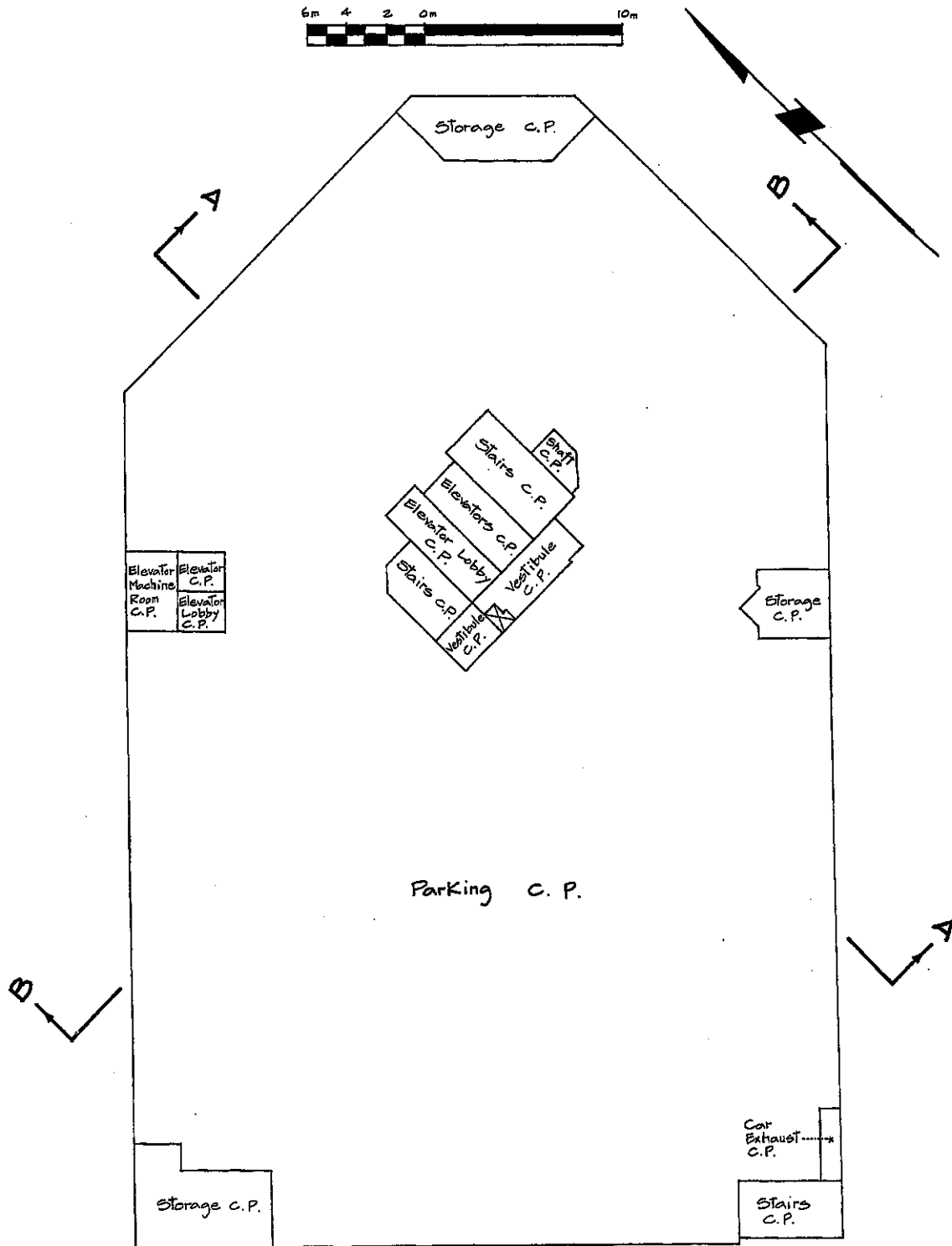
D. J. m.

Oct. 18, 1988.

STRATA PLAN VR 2282

MIDDLE PARKING P-2

Scale : 1 : 200

**LEGEND**

- C.P. denotes common property.
 ☒ denotes duct space, common property.

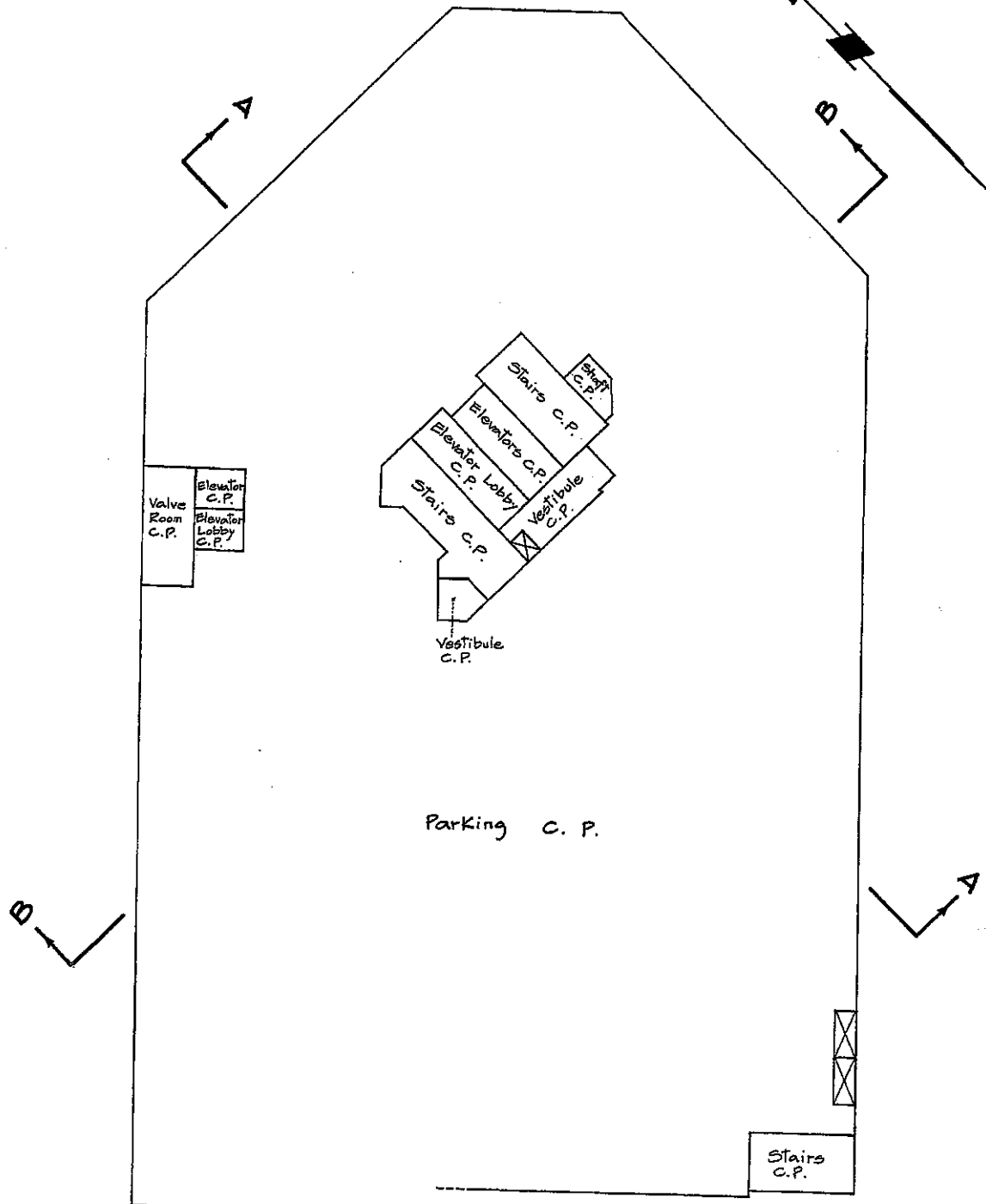
D. F. m.

Oct. 18, 1988

STRATA PLAN VR 2282

UPPER PARKING P-1

Scale : 1 : 200

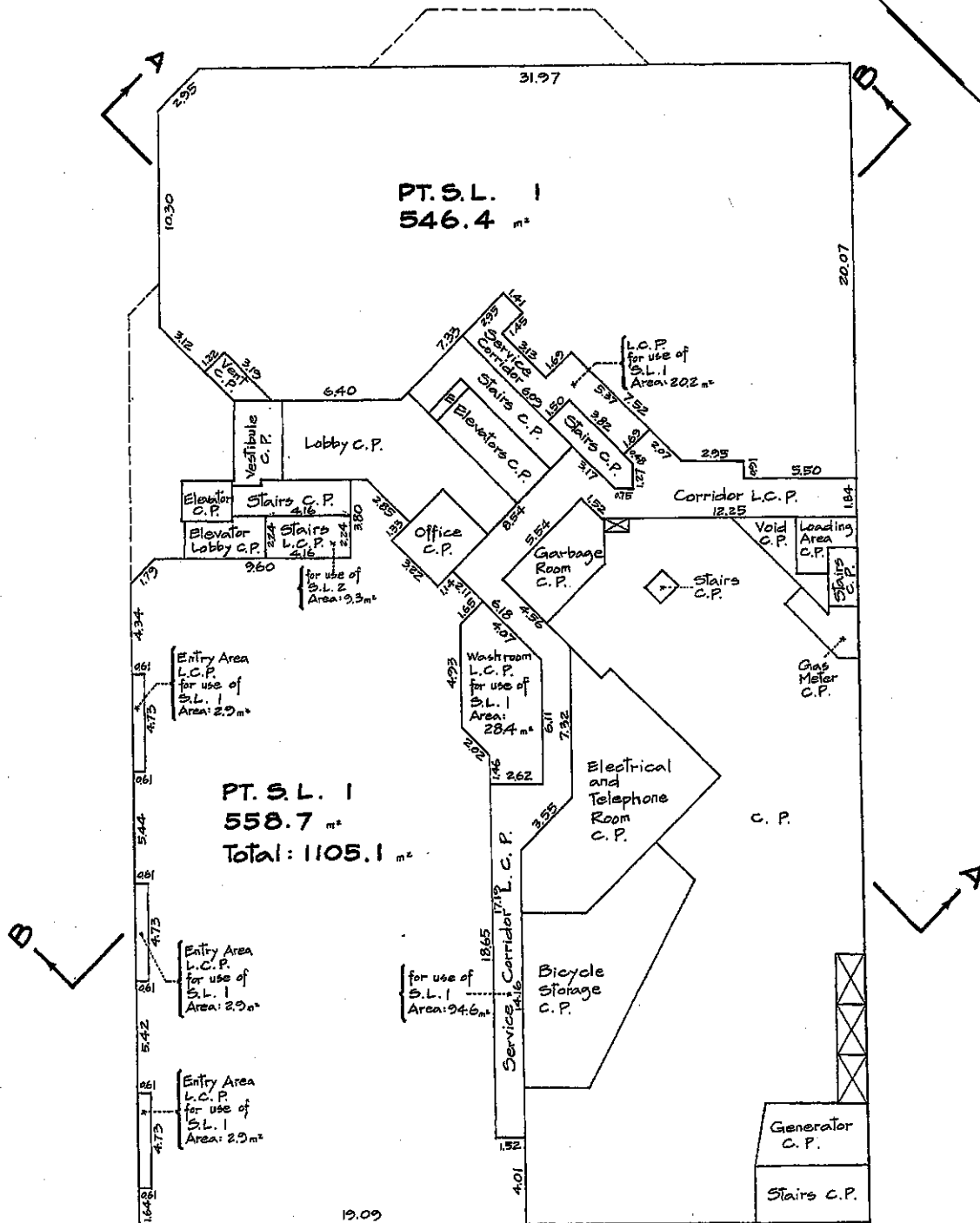
LEGEND

- C.P. denotes common property.
 ☒ denotes duct space, common property.

FIRST FLOOR STRATA LOT 1

STRATA PLAN VR 2282

Scale : 1:200



LEGEND

- E. denotes Electrical closet, common property.
- PT.S.L. denotes part of strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ⊠ denotes duct space, common property.
- L.C.P. denotes limited common property.
- S.L. denotes strata lot.

D.F.M.
Oct. 18, 1988

EXPLANATORY PLAN TO REMOVE PART OF LIMITED COMMON PROPERTY DESIGNATED TO SL 1 AND TO DESIGNATE LIMITED COMMON PROPERTY TO SL 1 BK 102 DL 541 GP 1 NWD PLAN VR2282

STRATA PLAN VR2282

DEPOSITED AND REGISTERED IN THE LAND
TITLE OFFICE AT NEW WESTMINSTER, B.C.
THIS _____ DAY OF _____

PURSUANT TO SEC. 257 OF THE STRATA PROPERTY ACT
B.C.G.S. 92G.025

SCALE 1 : 250

REGISTRAR

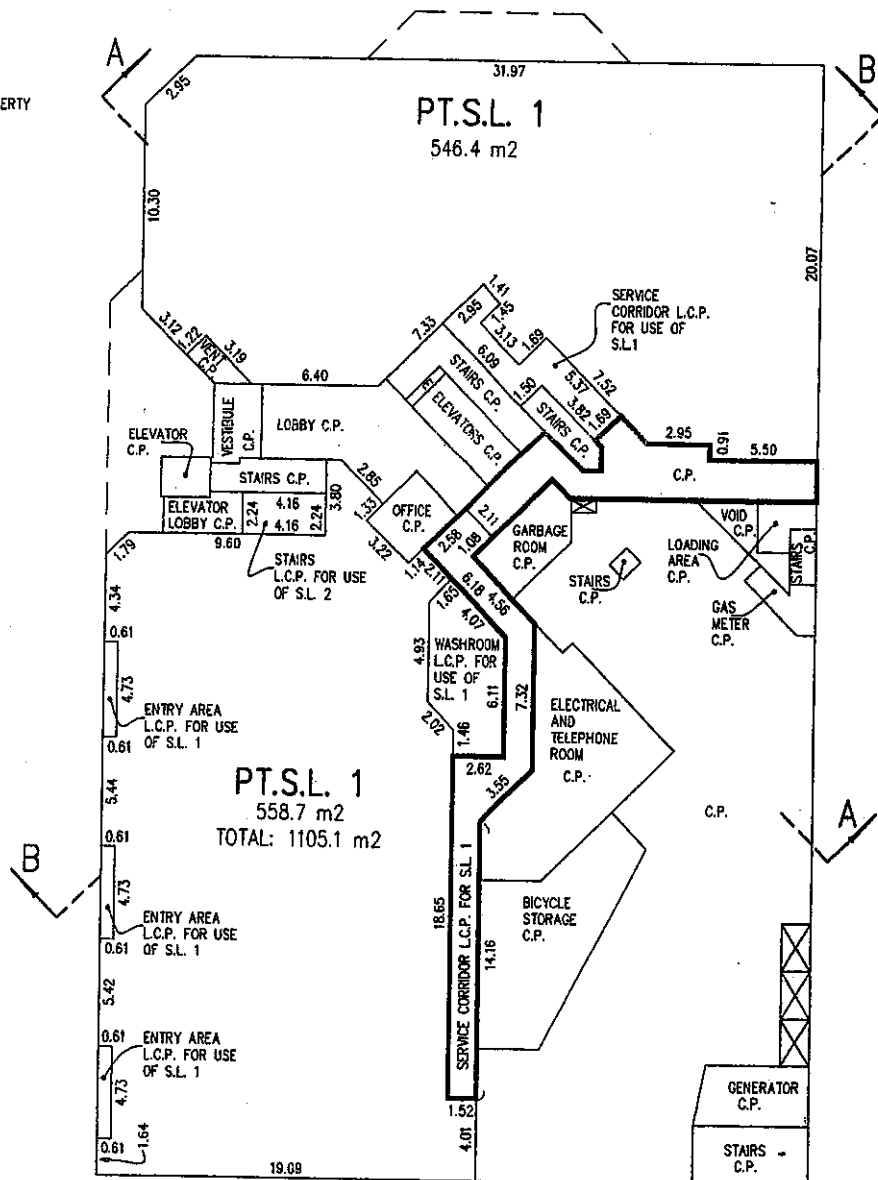
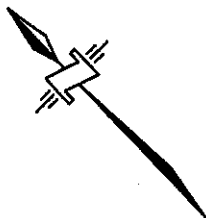


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

FIRST FLOOR-STRATA LOT 1

LEGEND

- E. ——— DENOTES ELECTRICAL CLOSET,
COMMON PROPERTY
- PT.S.L. ——— DENOTES PART OF STRATA LOT
- C.P. ——— DENOTES COMMON PROPERTY
- m2 ——— DENOTES SQUARE METRES
- ☒ ——— DENOTES DUCT SPACE,
COMMON PROPERTY
- L.C.P. ——— DENOTES LIMITED COMMON PROPERTY
- S.L. ——— DENOTES STRATA LOT



THIS PLAN WAS COMPLETED AND CHECKED, AND THE
CHECKLIST FILED UNDER ECP#79444, ON THE 11TH
DAY OF APRIL, 2008 AND IS HEREBY CERTIFIED CORRECT IN
ACCORDANCE WITH THE LAND TITLE OFFICE RECORDS.

G.A. HOL ——— B.C.L.S.

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT - CITY OF VANCOUVER

McELHANNY ASSOCIATES
LAND SURVEYING LTD.
13160 88th AVENUE
SURREY, BC V3W 3K3
TEL: 604-596-0391
FILE: 2112-07566-04

**EXPLANATORY PLAN TO DESIGNATE
LCP FOR SL 2 TO 152, BK 102
DL 541 GP 1 NWD PLAN VR2282
PURSUANT TO SEC. 257 OF THE STRATA PROPERTY ACT
B.C.G.S. 92G.025**

SHEET 1 OF 1 SHEET

STRATA PLAN VR2282

DEPOSITED AND REGISTERED IN THE LAND
TITLE OFFICE AT NEW WESTMINSTER, B.C.
THIS _____ DAY OF _____

SCALE 1 : 250

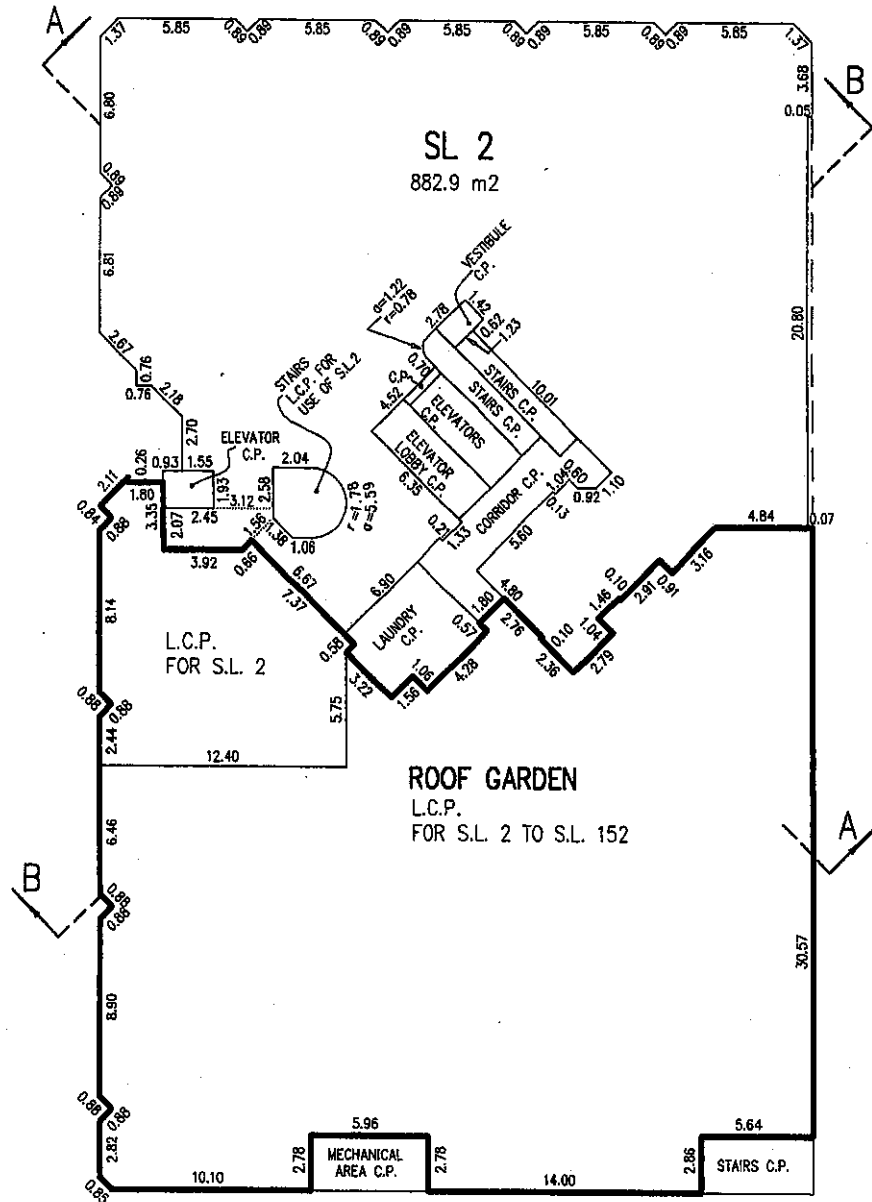
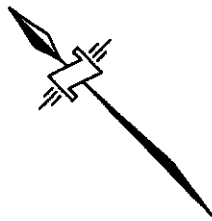


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

SECOND FLOOR STRATA LOT 2

LEGEND

S.L. _____ DENOTES STRATA LOT
C.P. _____ DENOTES COMMON PROPERTY
m2 _____ DENOTES SQUARE METRES
L.C.P. _____ DENOTES LIMITED COMMON PROPERTY



THIS PLAN WAS COMPLETED AND CHECKED, AND THE
CHECKLIST FILED UNDER ECP#79362, ON THE 9TH
DAY OF APRIL, 2008 AND IS HEREBY CERTIFIED CORRECT IN
ACCORDANCE WITH THE LAND TITLE OFFICE RECORDS.

G.A. HOL  B.C.L.S.

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT - CITY OF VANCOUVER

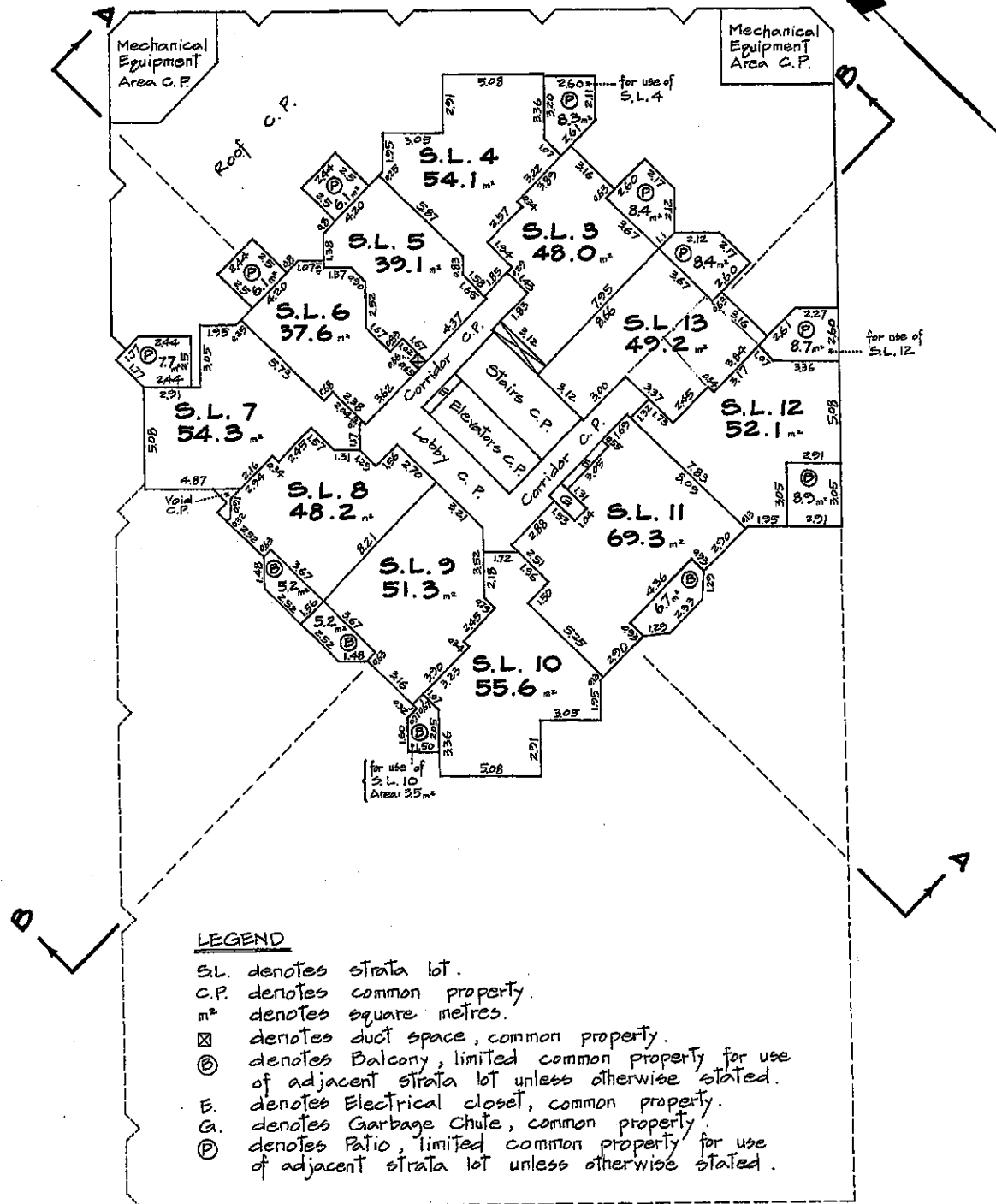
McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
13160 88th AVENUE
SURREY, BC V3W 3K3
TEL: 604-596-0391
FILE: 2112-07566-03

AMENDED PURSUANT TO SEC. 257
STRATA PROPERTY ACT.
THIS 17th DAY MARCH 2008
SEC. AMENDED SHEET 12A
AND BB 211577

STRATA PLAN VR 2282

THIRD FLOOR Strata Lots 3 to 13 Inclusive

Scale : 1 : 200



D. F. M.

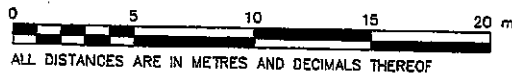
OCT. 18, 1988

THIRD FLOOR STRATA LOTS 3-7 & 12-13

SHEET 3 OF 6 SHEETS

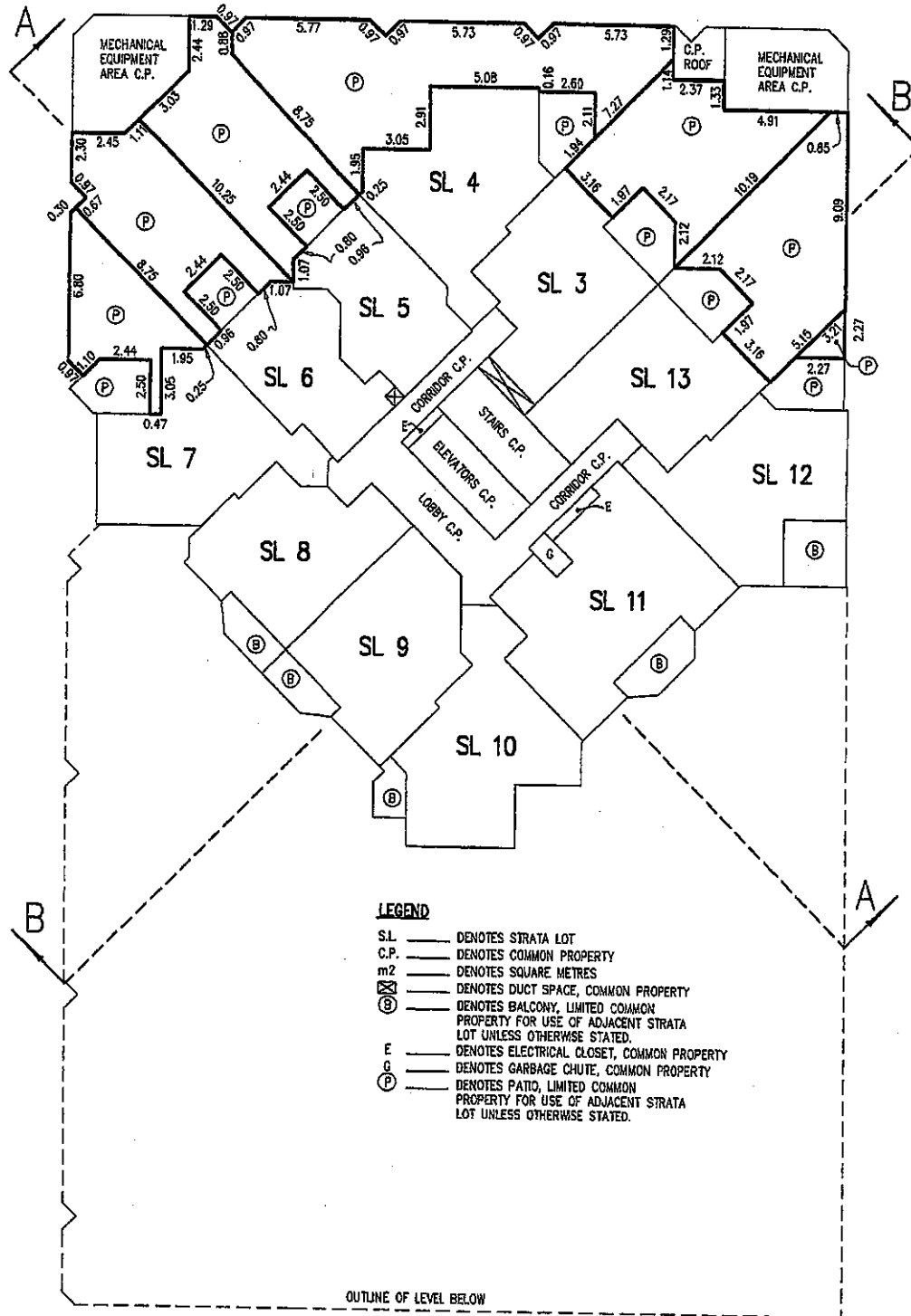
SCALE 1 : 200

STRATA PLAN VR2282



DEPOSITED AND REGISTERED IN THE LAND
TITLE OFFICE AT NEW WESTMINSTER, B.C.
THIS 17 DAY OF MARCH 2008

IAN MACDONALD /CP
REGISTRAR



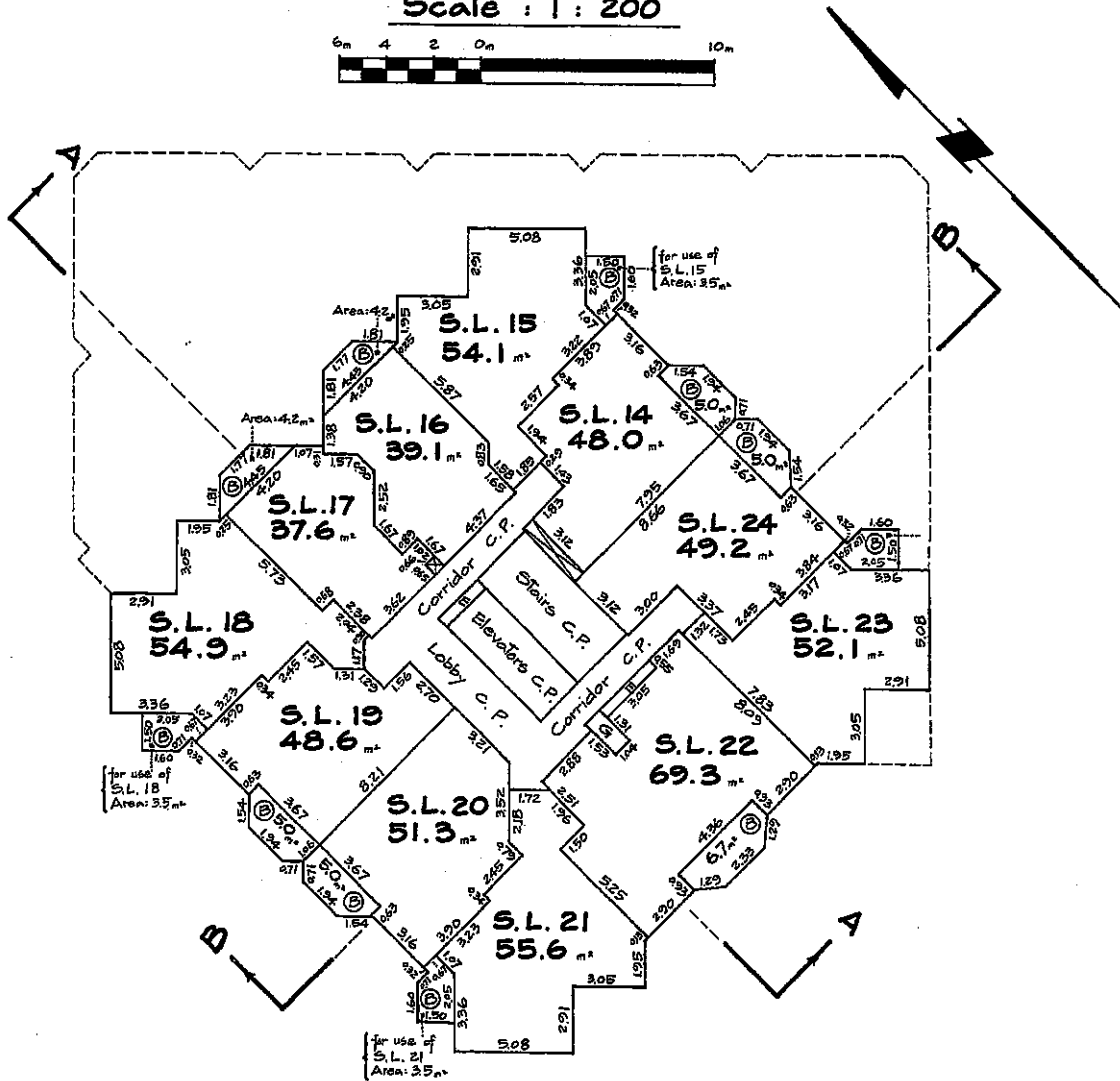
G.A. HOL

B.C.L.S.

DATE: MARCH 11, 2008

Original

Scale : 1 : 200



- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- Ⓢ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage Chute, common property.

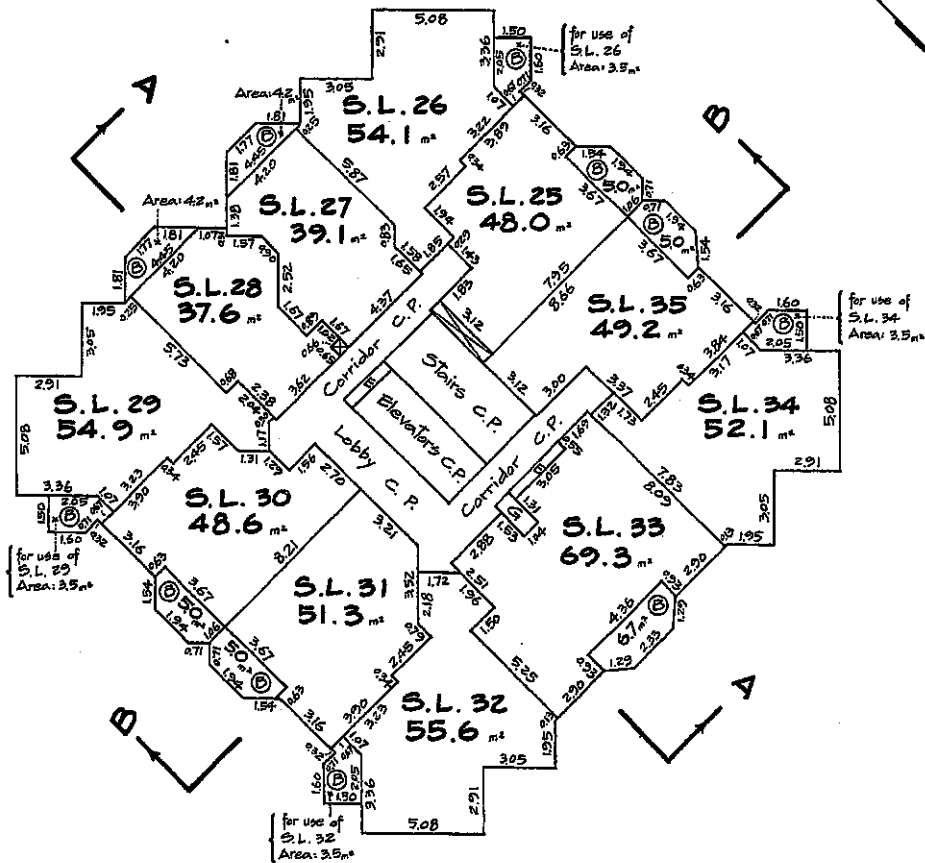
Oct. 18, 1988

STRATA PLAN VR 2282

FIFTH FLOOR

Strata Lots 25 to 35 Inclusive

Scale : 1 : 200

LEGEND

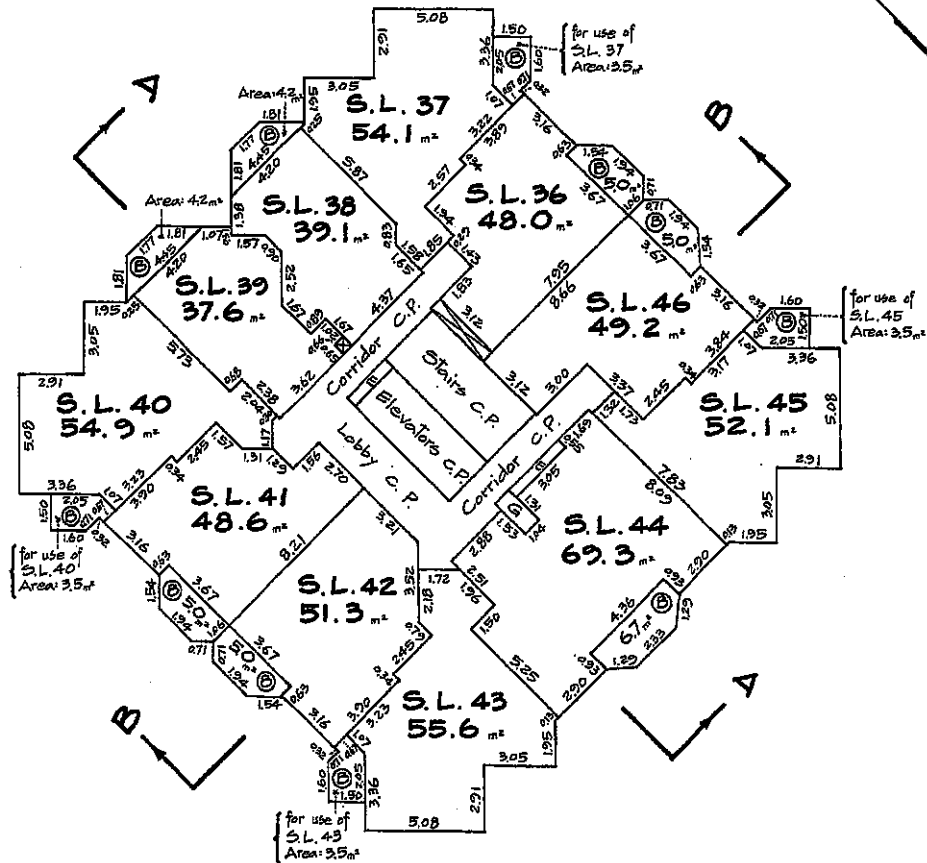
- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ⊠ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D.F.M.

Oct. 18, 1988

SIXTH FLOOR Strata Lots 36 to 46 Inclusive

Scale : 1 : 200

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D.F.M.

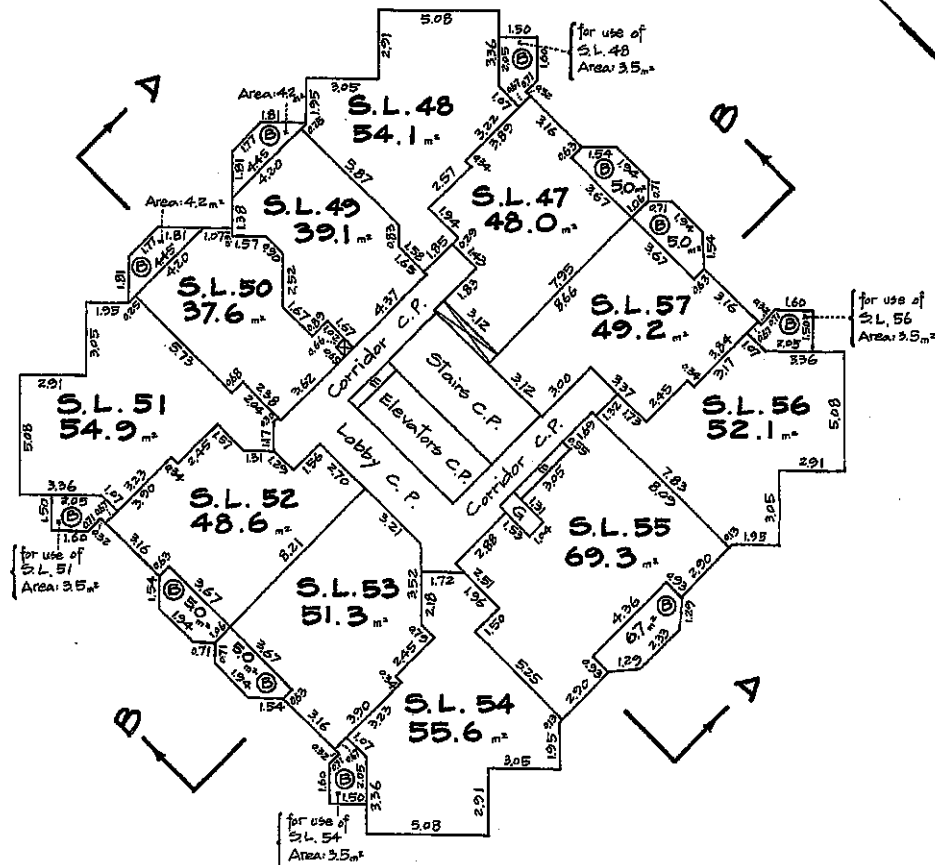
Oct. 18, 1988

STRATA PLAN VR 2282

SEVENTH FLOOR

Strata Lots 47 to 57 Inclusive

Scale : 1 : 200

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D.F.M.

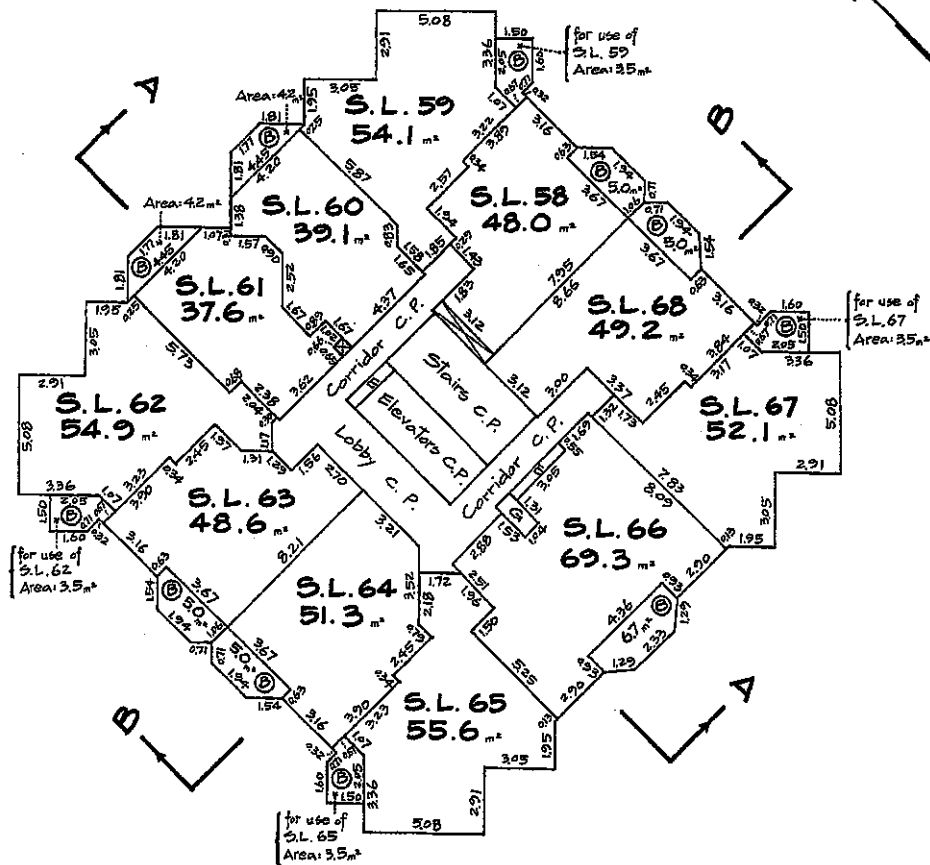
Oct. 18, 1988

STRATA PLAN VR 2282

EIGHTH FLOOR

Strata Lots 58 to 68 Inclusive

Scale : 1 : 200

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage Chute, common property.

D.F.m.

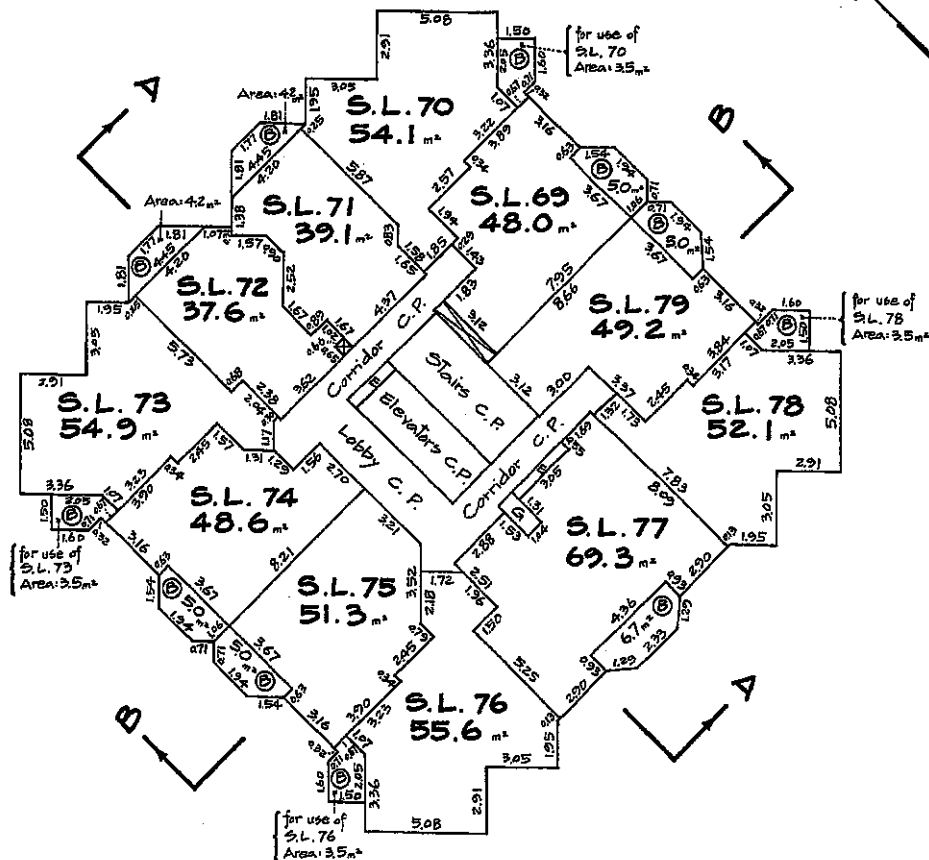
Oct. 18, 1988

STRATA PLAN VR 2282

NINTH FLOOR

Strata Lots 69 to 79 Inclusive

Scale : 1 : 200

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☐ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D.F.M.

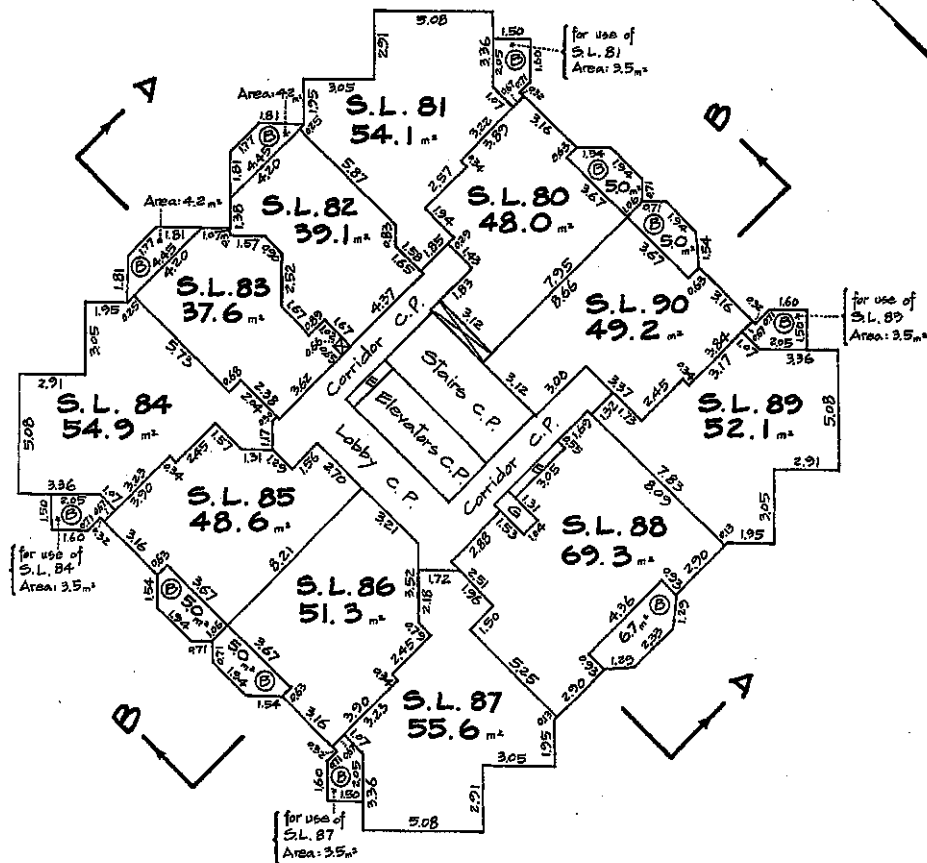
OCT. 18, 1988

STRATA PLAN VR 2282

TENTH FLOOR

Strata Lots 80 to 90 Inclusive

Scale : 1 : 200

**LEGEND**

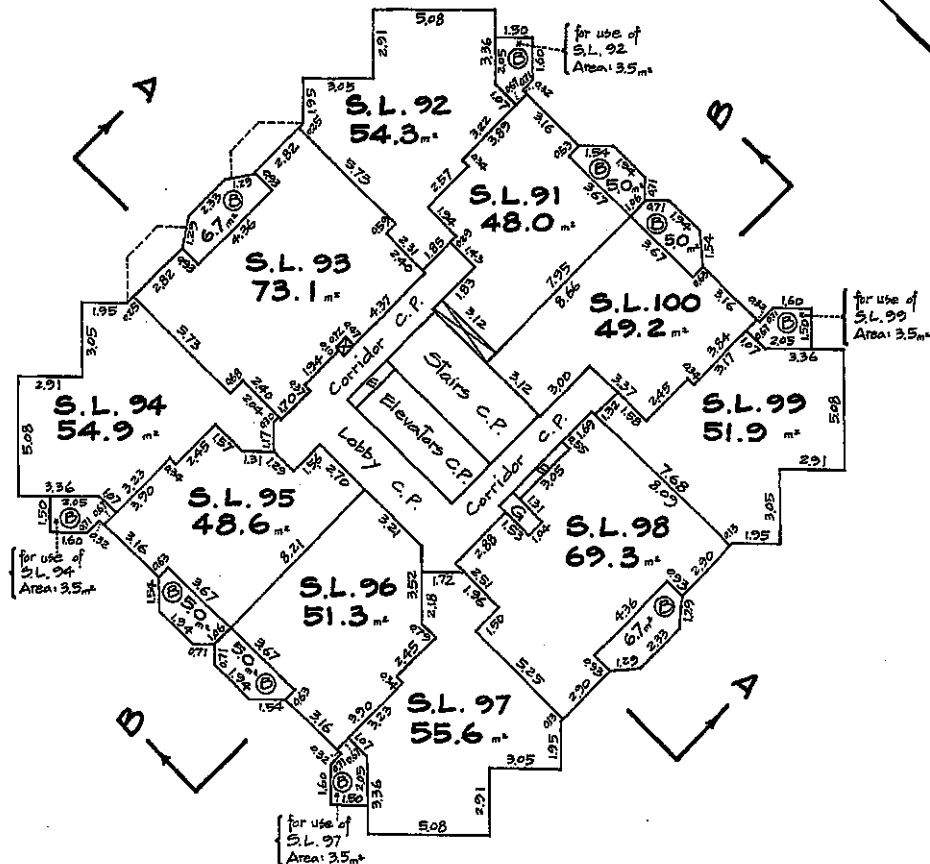
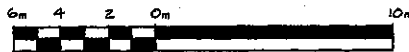
- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D.F.M.

Oct. 18, 1988

ELEVENTH FLOOR **Strata Lots 91 to 100 Inclusive**

Scale : 1 : 200

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- X denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D. F. M.

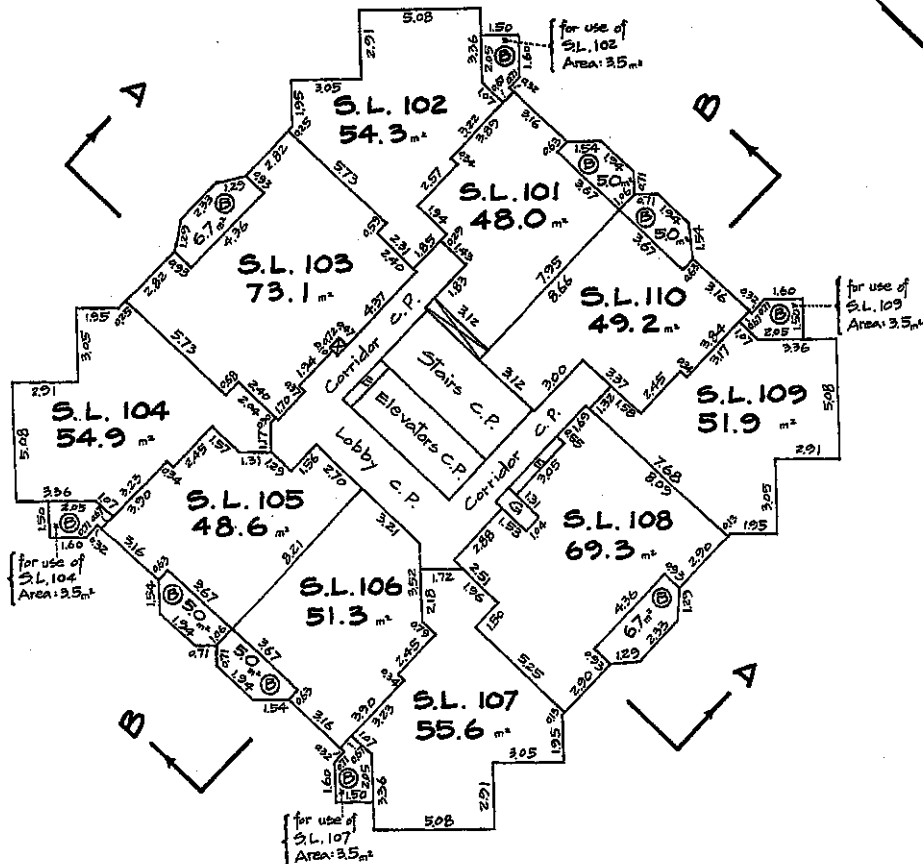
Oct. 18, 1988

STRATA PLAN VR 2282

TWELFTH FLOOR

Strata Lots 101 to 110 Inclusive

Scale : 1 : 200

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ⊠ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D. F. m.
Oct. 18, 1988

STRATA PLAN VR 2.282

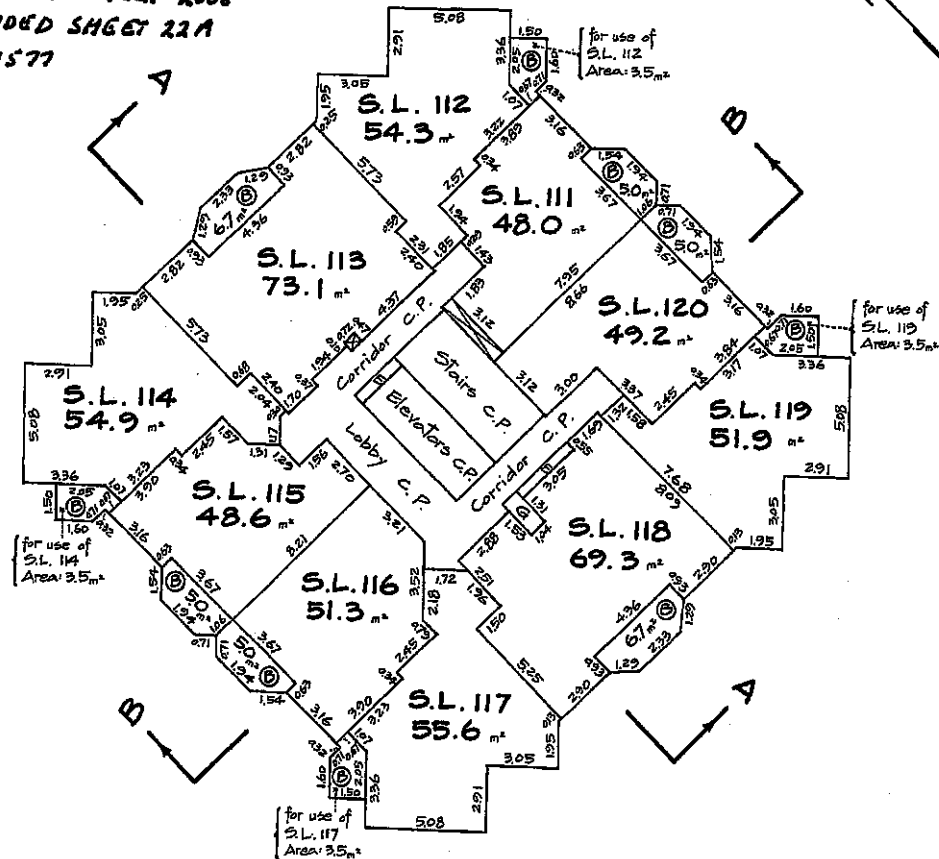
FOURTEENTH FLOOR

Strata Lots 111 to 120 Inclusive

Scale : 1 : 200



AMENDED PURSUANT TO SEC 257
STRATA PROPERTY ACT.
THIS 17TH DAY MARCH 2008
SEC 25 AMENDED SHEET 22A
AND BB 211577



Note: The number 13 was not used
in the numbering of floors.

LEGEND

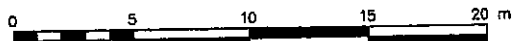
- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

D. F. M.
Oct. 18, 1988

FOURTEENTH FLOOR STRATA LOT 118

STRATA PLAN VR2282

SCALE 1 : 200

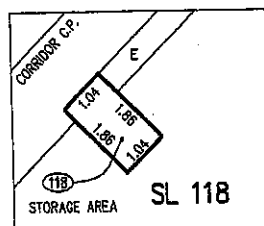
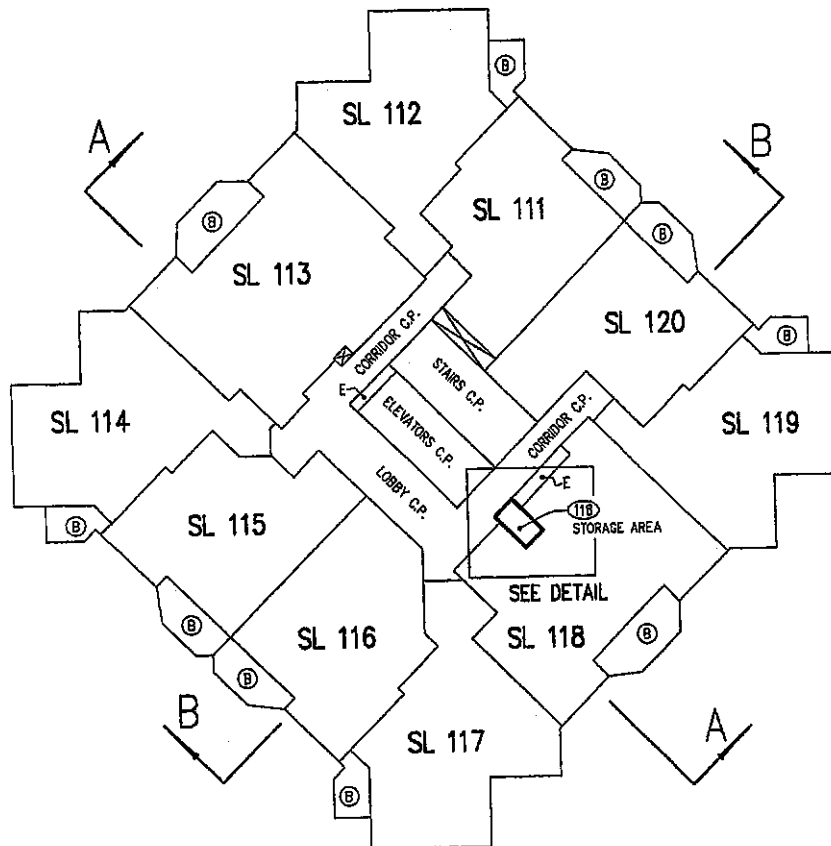
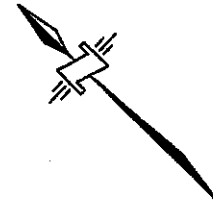


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

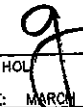
LEGEND

- S.L. ——— DENOTES STRATA LOT
- C.P. ——— DENOTES COMMON PROPERTY
- m2 ——— DENOTES SQUARE METRES
- ⊠ ——— DENOTES DUCT SPACE, COMMON PROPERTY
- Ⓟ ——— DENOTES BALCONY, LIMITED COMMON PROPERTY FOR USE OF ADJACENT STRATA LOT UNLESS OTHERWISE STATED.
- E ——— DENOTES ELECTRICAL CLOSET, COMMON PROPERTY
- G ——— DENOTES GARBAGE CHUTE, COMMON PROPERTY
- Ⓟ ——— DENOTES PATIO, LIMITED COMMON PROPERTY FOR USE OF ADJACENT STRATA LOT UNLESS OTHERWISE STATED.

NOTE: THE NUMBER 13 WAS NOT USED IN THE NUMBERING OF FLOORS



DETAIL
SCALE: 1:100

G.A. HOL  B.C.L.S.
DATE: MARCH 11, 2008

original

STRATA PLAN VR 2282

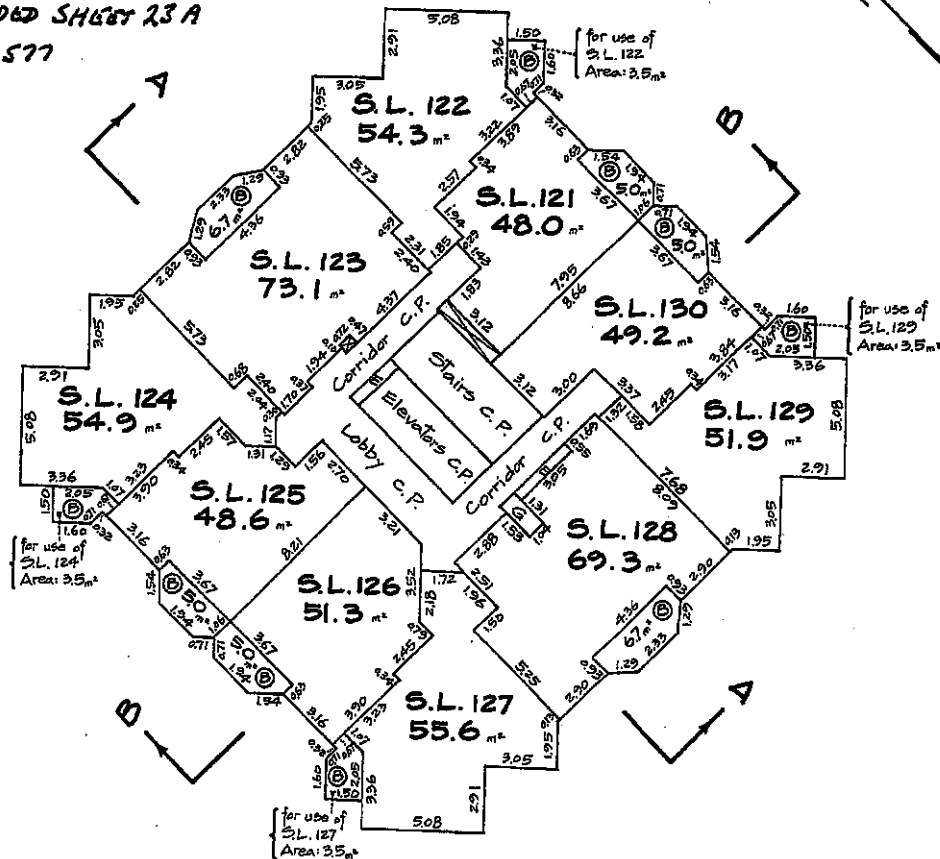
FIFTEENTH FLOOR

Strata Lots 121 to 130 Inclusive

Scale : 1 : 200



AMENDED PURSUANT TO SEC 257
STRATA PROPERTY ACT.
THIS 17TH DAY MARCH 2008
SEE AMENDED SHEET 23 A
AND BB 211577

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.

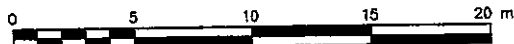
D. F. M.

OCT. 18, 1988

FIFTEENTH FLOOR STRATA LOT 128

STRATA PLAN VR2282

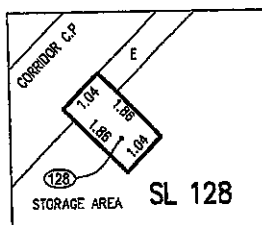
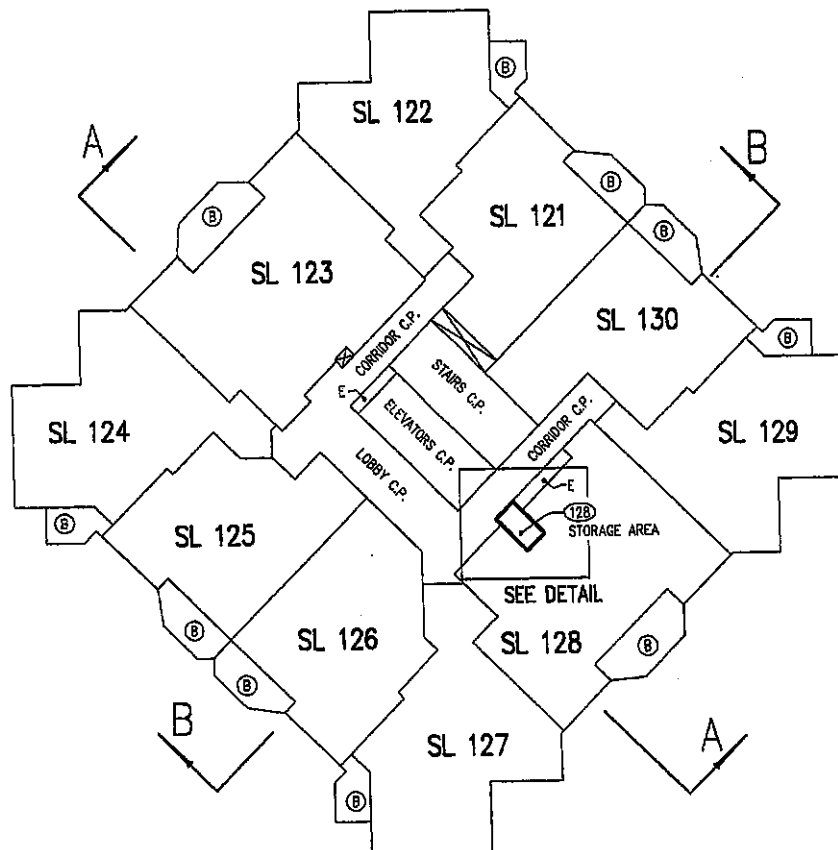
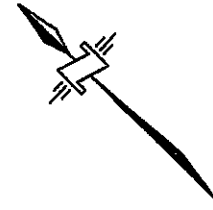
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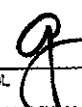
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- S.L. ——— DENOTES STRATA LOT
- C.P. ——— DENOTES COMMON PROPERTY
- m2 ——— DENOTES SQUARE METRES
- ⊠ ——— DENOTES DUCT SPACE, COMMON PROPERTY
- Ⓟ ——— DENOTES BALCONY, LIMITED COMMON PROPERTY FOR USE OF ADJACENT STRATA LOT UNLESS OTHERWISE STATED.
- E ——— DENOTES ELECTRICAL CLOSET, COMMON PROPERTY
- G ——— DENOTES GARBAGE CHUTE, COMMON PROPERTY
- Ⓟ ——— DENOTES PATIO, LIMITED COMMON PROPERTY FOR USE OF ADJACENT STRATA LOT UNLESS OTHERWISE STATED.

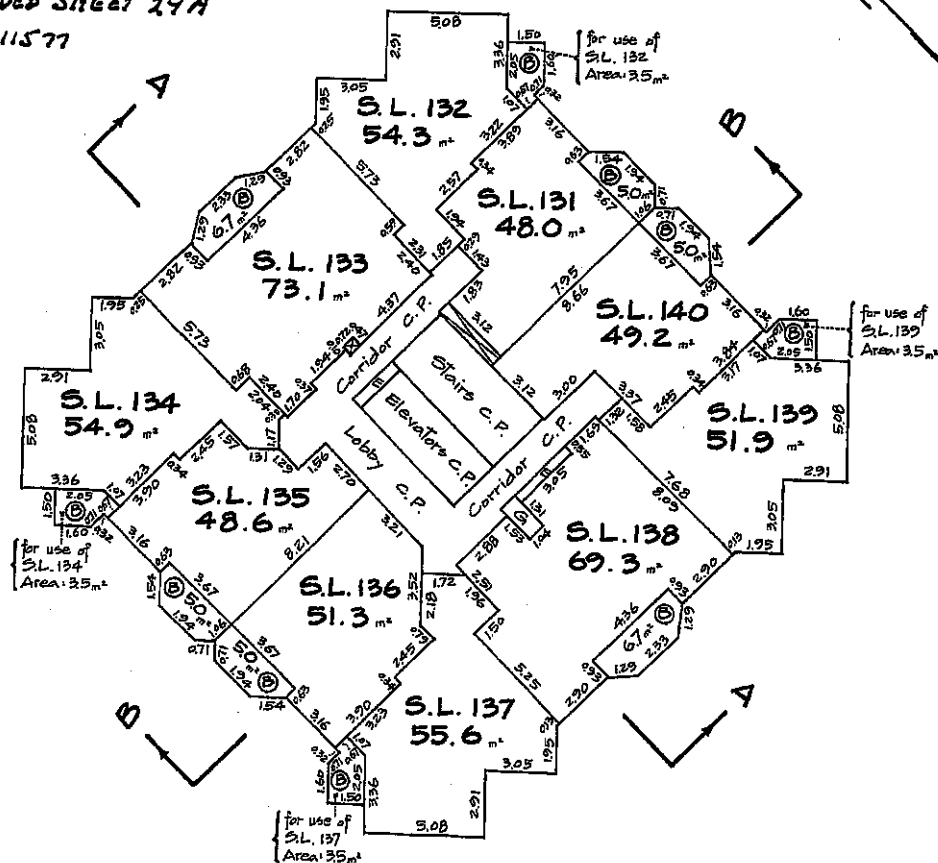
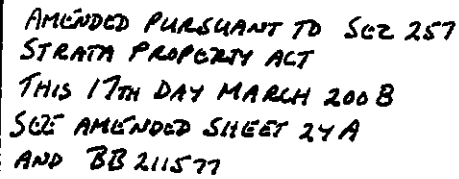


DETAIL
SCALE: 1:100

G.A. HOL  B.C.L.S.
DATE: MARCH 11, 2008

original

Scale : 1 : 200



- S.L. denotes strata lot.
- C.P. denotes common property.
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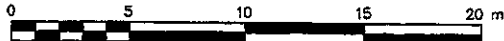
Oct. 18, 1988

SIXTEENTH FLOOR STRATA LOT 138

SHEET 6 OF 6 SHEETS

SCALE 1 : 200

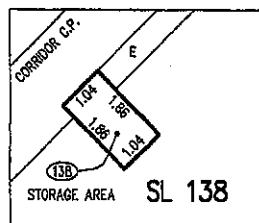
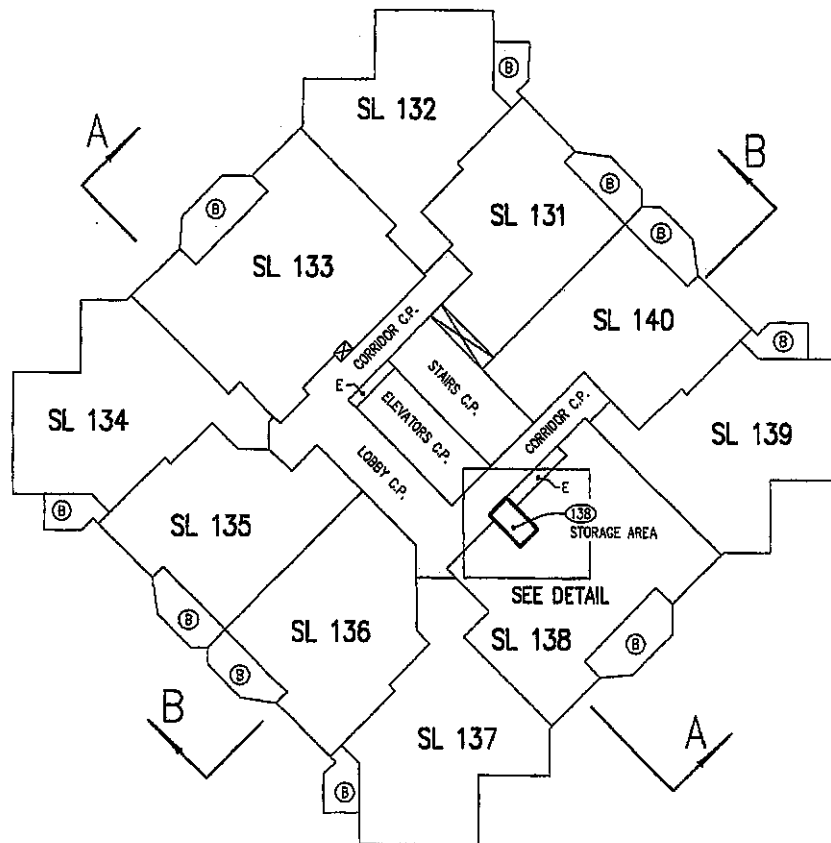
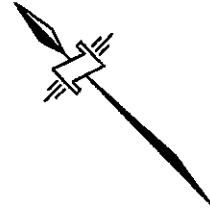
STRATA PLAN VR2282



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

- SL. ——— DENOTES STRATA LOT
- C.P. ——— DENOTES COMMON PROPERTY
- m2 ——— DENOTES SQUARE METRES
- ⊠ ——— DENOTES DUCT SPACE, COMMON PROPERTY
- Ⓟ ——— DENOTES BALCONY, LIMITED COMMON PROPERTY FOR USE OF ADJACENT STRATA LOT UNLESS OTHERWISE STATED.
- E ——— DENOTES ELECTRICAL CLOSET, COMMON PROPERTY
- G ——— DENOTES GARBAGE CHUTE, COMMON PROPERTY
- P ——— DENOTES PATIO, LIMITED COMMON PROPERTY FOR USE OF ADJACENT STRATA LOT UNLESS OTHERWISE STATED.



DETAIL
SCALE: 1:100

G.A. HOL

B.C.L.S.

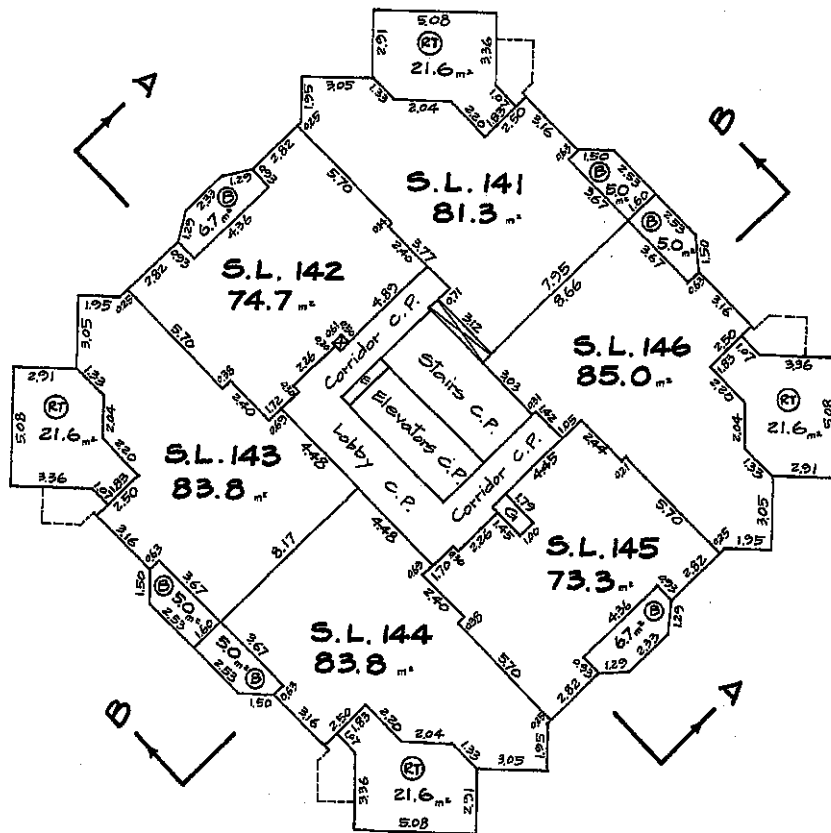
DATE: MARCH 11, 2008

Original

SEVENTEENTH FLOOR

Strata Lots 141 to 146 Inclusive

Scale : 1 : 200

**LEGEND**

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☐ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.
- ⊕ denotes roof terrace, limited common property for use of adjacent strata lot unless otherwise stated.

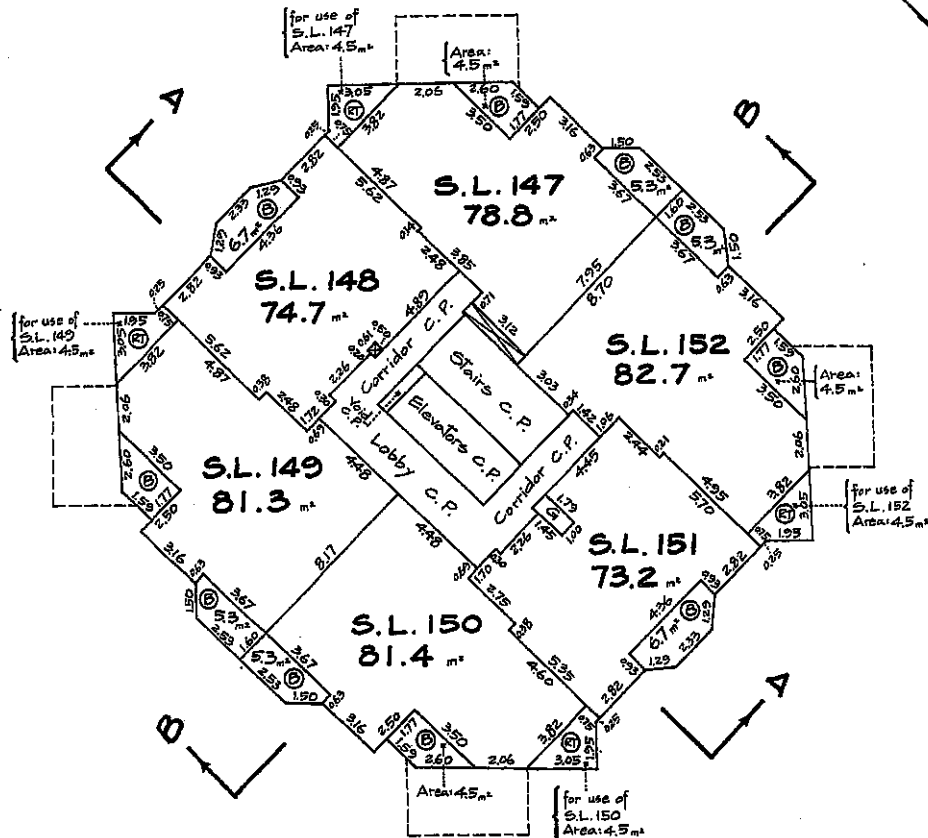
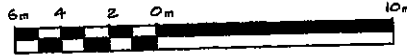
D.F.M.

Oct. 18, 1988

STRATA PLAN YR 2282

EIGHTEENTH FLOOR Strata Lots 147 to 152 Inclusive

Scale : 1 : 200

LEGEND

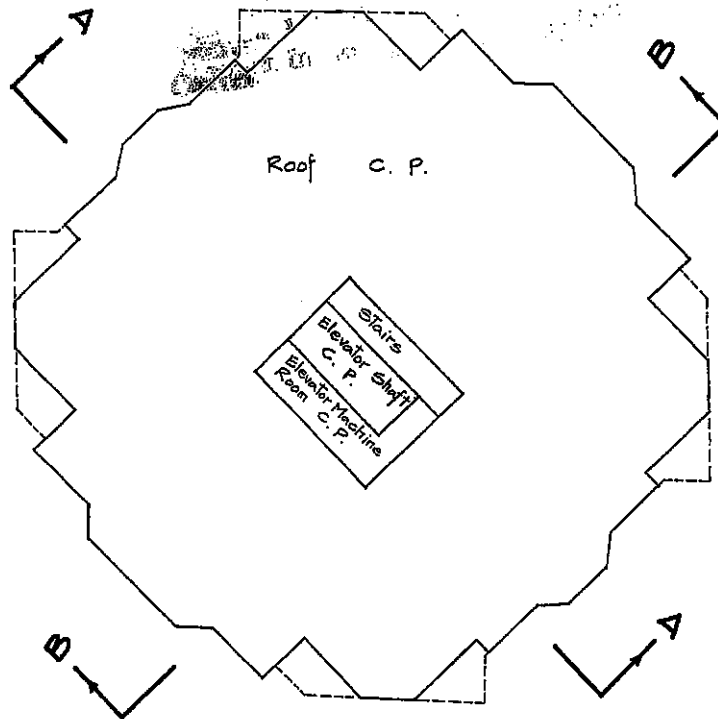
- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- ☒ denotes duct space, common property.
- ⊙ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.
- E. denotes Electrical closet, common property.
- G. denotes Garbage chute, common property.
- ⊕ denotes roof terrace, limited common property for use of adjacent strata lot unless otherwise stated.

D. F. M.

OCT. 18, 1988

ROOF FLOOR

Scale: 1 : 200



LEGEND

C.P. denotes common property.

[illegible]

STR-400

STRATA PLAN VR 2282

LINDA J. O'SHEA, Registrar
Vancouver/New Westminster Land Title District's

Q. F. m.

STR-400

EXHIBIT "B"

FORM Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

THE OWNERS, STRATA PLAN VR2282

BY LAWS

As permitted by the Strata Property Act S.B.C. 1998 Chapter 43 (the "Act")

DIVISION 1. COMMERCIAL AND RESIDENTIAL SECTIONS

- 1.1. The owners of all the non-residential strata lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan being strata lot numbers 1 and 2.
- 1.2. The owners of all residential strata lots shall form a separate section (the "Residential Section") within the strata corporation consisting of all the residential strata lots in the strata plan being strata lot numbers 3 to 152.
- 1.3. Any entrance ways which are for the exclusive use of either separate section will be designated as limited common property for strata lots in the applicable section and therefore access to each section will be limited to their respective strata lot owners so that the common areas in each (such as any recreation and storage areas in the Residential Section and entrances, lobbies, corridors, utility rooms, elevators and other common areas in each section) will be for the exclusive use of all of the owners of the strata lots within the Residential Section or the Commercial Section, as applicable.

DIVISION 2. DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

- 2.1. **Payment of Strata Fees**
 - 2.1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - 2.1.2 If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
 - 2.1.3 The strata corporation may, in its sole discretion and without a $\frac{3}{4}$ vote, in accordance with section 116 of the Act, register a certificate of lien against any strata lot whose owner is over three months in arrears of payment on his or her monthly strata fees, and shall, in accordance with section 117 of the Act, apply for judgment against any owner who is over six months in arrears of his or her monthly strata fees.
 - 2.1.4 The fine for late payment of assessments shall be \$50.00 for each month or portion thereof that such payment is late.
 - 2.1.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. The fine for late payment of assessments shall be \$50.00 for each month or portion thereof that such payment is late.

2.2. **Repair and Maintenance of Property by Owner**

- 2.2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation, or the separate section, as the case may be, under these bylaws.
- 2.2.2 An owner who has the exclusive use of limited common property must repair and maintain it except for repair and maintenance that is the responsibility of the strata corporation, or the separate section, as the case may be, under these bylaws.
- 2.2.3 An owner must not permit the accumulation on any deck, terrace, patio and balcony adjoining his or her strata lot of any ice, snow, leaves, algae or debris. An owner must not permit anything to happen which would develop drainage problems or cause damage to any other strata lot or the common property.
- 2.2.4 An owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot other than work for the benefit of the building generally.
- 2.2.5 An owner must not allow water, debris, or cleaning solutions to flow through the balcony drainage pipe or over the balcony of the owner's strata lot.

2.3. **Use of Property**

- 2.3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited common property, or common assets in a way that:
 - (a) causes a nuisance or hazard to another person, including, but not limited to by way of noise, light, vibration and/or smell,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot, common property or limited common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2.3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited 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.
- 2.3.3 Mops, dusters or cloths of any kind shall not be shaken from, and nothing (such as cigarette butts and liquids) shall be thrown or poured from any window or balcony, or onto or from any other part of the exterior of the strata lot, common property or limited common property.
- 2.3.4 An owner, tenant or occupant shall not:
 - (a) use a barbeque, hibachi or other like cooking device on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbeque, hibachi and other light cooking devices shall not be used except in accordance with the rules made by the strata

corporation from time to time;

- (b) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (c) smoke or permit visitors, guests or tenants to smoke in any common property of the building;
- (d) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot as permitted by these bylaws;
- (e) display Christmas lights except during the period of December 15 through January 15;
- (f) dispose live trees (i.e. Christmas trees), on any strata lot or the common property. An owner shall be responsible for cleaning needles or debris left in any part of the common property, including hallways, elevators, lobbies and the parkade;
- (g) erect, place, install or cause to erected, placed or installed, whether permanently or temporarily, fixtures, satellite dishes, antennas, poles, clotheslines, racks, storage sheds or similar structures on Common Property or Limited Common Property. Notwithstanding the foregoing, an owner, tenant or occupant may place on the Limited Common Property that if the owners, tenant's or occupant's balcony or patio, as the case may be, a reasonable amount of free-standing, self contained planter boxes or containers and summer furniture and accessories;
- (h) hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior of the building;
- (i) feed pigeons, seagulls, birds or any type of wild animal from any strata lot or common property;
- (j) use any musical instrument, sound reproduction system or other device within a strata lot, which in the opinion of the strata corporation causes a disturbance or interferes with the comfort of other owners;
- (k) block, obstruct or use for any purpose other than ingress or egress from the strata lots and parking areas within the common property, the sidewalks, walkways, passages and driveways of the common properties;
- (l) Use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, scooters or similar items anywhere on Common Property or Limited Common Property or in a Strata Lot;
- (m) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure form the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council; and

- (n) enclose (partially or fully), modify or add to the balcony of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose.
 - (o) bicycles shall be kept in designated bicycle storage areas only. Bicycles are not permitted at any time inside the common areas, including elevators, except in the parking garage to access the bicycle storage rooms.
- 2.3.5 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 2.3.6 Except for the commercial strata lot owners, tenants or occupants, an owner, tenant, or occupant shall be entitled, upon receiving permission from the strata corporation, to keep two, but not more than two, domestic pets in a strata lot unless another pet is otherwise approved in writing by the strata corporation. Notwithstanding the foregoing, an owner is allowed to keep a reasonable number of fish or other small aquarium animals and up to 2 caged birds. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata corporation with respect to the keeping of pets.
- 2.3.7 An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property or limited common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- 2.3.8 An owner of a pet shall not permit the pet to create a nuisance.
- 2.3.9 A pet registration form must be filed with the strata corporation within 2 weeks of the acquisition of a pet.
- 2.3.10 All pets shall be licensed, where applicable, and maintained in accordance with the city of Vancouver's bylaws.
- 2.3.11 The strata corporation may require removal by an owner, tenant or occupant of any pet or other animal by such owner, tenant or occupant if such pet or animal, in the opinion of the corporation, is a nuisance or annoyance to any other owner, tenant or occupant of a strata lot, or the strata corporation.
- 2.3.12 An owner must comply strictly with these bylaws, and all other bylaws of the strata corporation, and with the rules and regulations adopted from time to time.
- 2.3.13 An owner must promptly carry out all work that may be ordered by any public or local authority in respect of his or her strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his or her strata lot.
- 2.3.14 The maximum number of occupants permitted to reside in a strata lot is limited as follows:
- (a) in a one bedroom strata lot – two (2) adults and one young child;
 - (b) in a one bedroom plus den strata lot – maximum of three (3) occupants;
 - (c) in a two bedroom strata lot – maximum four (4) occupants;

- (d) in a two bedroom plus den strata lot – maximum five (5) occupants;
- (e) in a three bedroom strata lot – maximum six (6) occupants.

2.4. Inform Strata Corporation

- 2.4.1 Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 2.4.2 Within two weeks of leasing a strata lot to a tenant, an owner must inform the strata corporation of the tenant's name, phone and emergency contact numbers.

2.5. Obtain Approval before Altering Strata Lot

- 2.5.1 Subject to Division 14, an owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; wiring, plumbing, piping or other services;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (i) the exterior appearance of the strata lot and its balcony or the building, including but not limited to the painting of exterior parts of the building, or the attachment of sun screens or green houses.
- 2.5.2 The strata corporation must not unreasonably withhold its approval under subsection (2.5.1), 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.
- 2.5.3 This section does not apply to a strata lot in a bare land strata plan.
- 2.5.4 All flooring materials will be such as to minimize noise transmission to the strata lot immediately below or adjacent thereto. All flooring materials must have the equivalent or greater noise suppression qualities as those installed by the developer. All hardwood floor installations must be approved in advance of installation by the strata council. All Owners are responsible for minimizing noise transference from their suites. Consent will be contingent on the proposed installation of hardwood floor having been acoustically engineered to minimize any potential noise nuisance. Flooring, to be installed with minimum of HC 71, STC 73 and thickness 2mm or ¾ inch foam.
- 2.5.5 Contractor hours of operations are confined to between the hours of 8:00 a.m. and 5:00 p.m. Notification must be provided to the strata corporation by the

strata lot owner of any contractor's plans and purpose and for permission for elevator use, protection and padding. All contractors must retain a minimum liability coverage of \$2 million. All refuse must be removed offsite and not placed in the strata corporation garbage bins.

2.6. Obtain Approval Before Altering Common Property

- 2.6.1 An owner must obtain the prior written approval of the strata corporation before making an alteration to common property (other than limited common property of the relevant separate section), limited common property of which the owner has exclusive use, or common assets.
- 2.6.2 An owner must obtain the written approval of the executive of the separate section before making an alteration to limited common property of the relevant separate section.
- 2.6.3 The strata corporation and the executive of the separate section, as the case may be, 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 provide, upon request, evidence of appropriate insurance coverage relating to the alteration.

2.7. Permit Entry to Strata Lot

- 2.7.1 An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 24 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or for the purpose of ensuring that these bylaws are observed.
- 2.7.2 The notice referred to in subsection 2.7.1(b) must include the date and approximate time of entry, and the reason for entry.
- 2.7.3 If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

DIVISION 3.

POWERS AND DUTIES OF STRATA CORPORATION

3.1. Repair and Maintenance of Property by Strata Corporation

- 3.1.1 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) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain is restricted to:

- (i) the structure of a building, including, but not limited to the roof,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, vents and other things attached to the exterior of a building, excluding balconies, patios and roof decks that are for the exclusive use of a strata lot,
- (iv) doors, door frames and skylights on the exterior of a building or that front on the common property,
- (v) windows, including the glass, casings, sills and frames, and
- (vi) fences, railings, lattice work, screens and similar structures that enclose patios, balconies and yards.

3.2. Contributions and Payments

- 3.2.1 The strata corporation shall collect and receive all contributions toward the common expenses levied by the strata corporation paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government.
- 3.2.2 The strata corporation shall pay all sums of money properly required to be said on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation.

DIVISION 4. POWERS AND DUTIES OF SEPARATE SECTIONS OF THE STRATA CORPORATION

4.1. Repairs and Maintenance of Limited Common Property

- 4.1.1 Each separate section of the strata corporation must repair and maintain the limited common property appurtenant to the separate section facilities common to the separate section or other assets of the separate section, but the duty to repair and maintain the limited common property as aforesaid is restricted to:
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, vents and other things attached to the exterior of a building, excluding balconies, patios and decks that are for the exclusive use of a strata lot,
 - (iv) doors, door frames and skylights on the exterior of a building or that front on the limited common property,
 - (v) windows, including the glass, casings, sills and frames,
 - (vi) fences, railings, latticework screens and similar structures that enclose patios, balconies and yards.

4.1.2 Each separate section of the strata corporation shall:

- (a) keep in a state of good serviceable repair and properly maintained the fixtures and fittings, including the elevators and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section, or to a strata lot or strata lots within the separate section, facilities common to the separate section, or other assets of the separate section; and
- (b) control, manage and administer the limited common property appurtenant to the separate section or to a strata lot or strata lots within the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section.

4.2. **Separate Section Contributions and Payments**

4.2.1 Each separate section of the strata corporation shall collect and receive all contributions towards the expenses common to the separate section paid by the owners. Such payments will be made payable to the strata corporation and must be deposited with a chartered bank or trust company or credit union or financial institution located in the Province of British Columbia.

4.2.2 Each separate section of the strata corporation shall pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the separate section to the strata corporation.

**DIVISION 5.
STRATA COUNCIL**

5.1. **Council Size and Eligibility**

5.1.1 A council shall be elected by and from the persons eligible to run for council under the Act and shall include not less than three (3) and not more than seven (7) members of which at least one (1) member will be a representative of the Commercial Section.

5.2. **Council Members' Terms**

5.2.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

5.2.2 A person whose term as council member is ending is eligible for re-election.

5.3. **Removing Council Members**

5.3.1 Unless all the owners are on the council, the strata council may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

5.3.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

5.3.3 No person may run for council or continue to sit on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

5.4. Replacing Council Member

- 5.4.1 If a council member resigns or is unwilling or unable to act for period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 5.4.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 5.4.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 5.4.4 If all the members of the council resign or are unwilling or unable to act for a period of two or more months, 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.

5.5. Officers

- 5.5.1 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 and at least one of the officers will be a representative of the Commercial Section.
- 5.5.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 5.5.3 The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 5.5.4 If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.
- 5.5.5 The president of the council shall have a casting vote in addition to his or her original vote.

DIVISION 6. CALLING COUNCIL MEETINGS

6.1. Calling Council Meetings

- 6.1.1 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.
- 6.1.2 The notice does not have to be in writing.
- 6.1.3 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.

6.1.4 The council must inform owners about a council meeting as soon as is feasible after the meeting has been called.

6.2. Requisition of Council Hearing

6.2.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

6.2.2 If a hearing is requested under subsection 6.2.1, the council must hold a meeting to hear the applicant within one month of the request.

6.2.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

6.3. Quorum of Council

6.3.1 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
- (d) 4, if the council consists of 7 members:

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

6.4. Council Meetings

6.4.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

6.4.3 Owners may attend council meetings as observers.

6.4.4 Despite subsection 6.4.3, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

6.5. Voting at Council Meetings

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

6.5.2 Unless there are only two strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

6.5.3 The results of all votes at a council meeting must be recorded in the council

meeting minutes.

6.6. Council Minutes

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

6.7. Delegation of Council's Powers and Duties

6.7.1 Subject to subsections 6.7.2 to 6.7.4 (inclusive.), 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.

6.7.2 The council may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection 6.7.3.

6.7.3 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.

6.7.4 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, or
- (c) whether a person should be denied access to a recreational facility.

6.8. Spending Restrictions

6.8.1 A person must not spend the strata corporation's money unless the person has been deleted the power to do so in accordance with these bylaws.

6.8.2 Despite subsection 6.8.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if, in the council member's reasonable opinion, the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

6.9. Limitation on Liability of Council Member

6.9.1 A council member who acts honestly and in good faith is not personally liable as a result 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.

6.9.2 Subsection 6.9.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

DIVISION 7.
ENFORCEMENT OF BYLAWS AND RULES

7.1. Maximum Fine

- 7.1.1 The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 7.1.2 The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- 7.1.3 Each owner and tenant is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws. If the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and having been provided with a reasonable opportunity to answer the complaint (including a hearing, if requested), be assessed and pay a fine of \$10. If such default continues for a further 15 days, an additional fine of \$25 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month default continues, an additional fine of \$25 will be levied against and paid by the owner or tenant.
- 7.1.4 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

7.2. Costs of Expenses Incurred by Other

- 7.2.1 Any costs or expenses incurred by the strata corporation, including but not limited to the full cost and expense of repairing any damage to any part of a strata lot or common property, directly or indirectly caused by or arising from a breach of these bylaws or any rules established under them by an owner or his or her tenants, occupants, employees or visitors will be charged to such owner and such costs and expenses will be added to and become part of the strata fees of that owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the strata corporation and will become due and payable on the date of payment of the next monthly strata fees.

DIVISION 8.

EXECUTIVE OF THE SEPARATE SECTIONS

8.1. Powers and Duties

- 8.1.1 The powers and duties of a separate section shall, subject to any restriction imposed by the Act, be exercised and performed by the executive of the separate section and the members of the separate section shall pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- 8.1.2 The owner developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the owners within the separate section.
- 8.1.3 The executive of a separate section will be elected at the first annual general meeting of the owners called by the owner developer under the Act and thereafter at each general meeting of the separate section called by the executive in accordance with the Act.
- 8.1.4 The executive of each separate section shall be elected by the owners within that separate section, shall consist of not less than three (3) or more than five (5) persons, shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to Division 6 of these bylaws.
- 8.1.5 Any resolution passed by the strata corporation or the executive council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies, and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section.

DIVISION 9.

ANNUAL AND SPECIAL GENERAL MEETINGS

9.1. Person to Chair Meeting

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

9.2. Participation by Other than Eligible Voters

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

at the meeting.

9.3. Voting

- 9.3.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 9.3.2 At an annual or special general meeting a vote is decided by a majority by way of a show of voting cards, unless an eligible voter requests a precise count.
- 9.3.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 9.3.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 9.3.5 If there is a tie vote at an annual or specific 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.
- 9.3.6 If there are only two strata lots in the strata plan, subsection 9.3.5 does not apply.
- 9.3.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot if the secret ballot is requested by an eligible voter.
- 9.3.8 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that owner's strata lot.

9.4. Order of Business

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

been given under section 45 of the Act;

- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

9.5. Proxies

- 9.5.1 An instrument appointing a proxy shall be in writing signed by the person so appointed, or his or her attorney, and may be either for an annual general or special general meeting.
- 9.5.2 A proxy need not be an owner.
- 9.5.3 Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of a vote conferred on an owner under the Act may be exercised by the mortgagee, and where the mortgagee has given written notice of its mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll and he or she, rather than the owner, shall be issued a voting card.

DIVISION 10.

ANNUAL AND SPECIAL GENERAL MEETINGS OF SEPARATE SECTIONS

10.1. Annual and Special General Meetings of Separate Sections

- 10.1.1 Annual and special general meetings of the separate sections will be conducted in the same manner as the annual and special general meetings of the strata corporation pursuant to the requirements of the bylaws in Division 9.
- 10.1.2 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.

DIVISION 11.

VOLUNTARY DISPUTE RESOLUTION

11.1. Voluntary Dispute Resolution

- 11.1.1 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.
- 11.1.2 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.

11.1.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 12. COMMON EXPENSES

12.1. Common Expenses

12.1.1 "Common Expenses" means the total of all expenses incurred or to be incurred by the strata corporation in controlling, managing and administering, operating, repairing, maintaining and replacing the common property, common facilities and other assets of the strata corporation and in discharging all obligations of the strata corporation under the Act and the bylaws of the strata corporation including, without limiting the generality of the foregoing, the costs of repair, maintenance and replacement, premiums on insurance policies, landscaping and gardening costs, snow removal, lighting costs, parking lot cleaning, wages, legal and accounting fees, management fees, rental costs, maintenance service and contingency reserve for unusual or extraordinary future expenses whether of a capital nature or not.

12.1.2 The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

12.1.3 The contribution by an owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with this bylaw.

12.1.4 Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:

- (a) common expenses attributable to either separate section shall be allocated to that separate section and, subject to subsection 12.1.7 shall be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
- (b) common expenses not attributable to either separate section shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (c) common expenses attributable to any one strata lot shall be allocated to such strata lot.

12.1.5 Without limiting the generality of subsection 12.1.4 and unless otherwise determined by the executive of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the separate sections as follows:

- (a) expenses relating to the limited common property areas in each separate section (such as recreation rooms, storage areas, entrances, lobbies,

- utility rooms and other limited common areas in each area) will be for the account of the owners of strata lots in each respective section;
- (b) the underground and grade level parking area and appurtenant common areas will be maintained by the strata corporation as part of the overall maintenance, the cost thereof will be shared by the owners in proportion to their respective unit entitlements;
 - (c) the cost of insurance placed by the strata corporation will be shared by the owners in proportion to their respective unit entitlement.
- 12.1.6 Where the strata plan includes limited common property, expenses attributable to the limited common property shall be borne by the owners of the strata lots entitled to use the limited common property.
- 12.1.7 Common expenses attributable to a separate section, including, but not limited to, the common expenses relating to the limited common property attributed to a separate section, shall be apportioned by the executive of that separate section in the following manner:
- (a) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section.
 - (b) The cost to each owner of a strata lot of the electrical power supplied to it, if not separately metered for that strata lot, shall be borne by the owners in the proportion that the unit entitlement of their strata lots bears to the aggregate unit entitlement of all strata lots in that section.
- 12.1.8 If the cost of insurance for the strata corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to the particular strata lot shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other owners.
- 12.1.9 At the annual general meeting of the strata corporation, a budget will be prepared for a period commencing on the date of the annual general meeting and ending on the first anniversary of the last day of the month during which the annual general meeting is held. Such annual budget shall allocate common expenses as between the separate sections of the strata corporation. All owners shall, subject to subsection 12.1.4, pay a monthly assessment based on that budget determined in accordance with their unit entitlements.

DIVISION 13.

MARKETING ACTIVITIES BY OWNER-DEVELOPER

13.1. Marketing Activities by Owner-Developer

- 13.1.1 An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs on common property in a prominent place, for a period of 24 months after commencement of marketing.
- 13.1.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

- 13.1.3 An owner developer will have access to and may show the common areas and common facilities to prospective purchasers during reasonable times.
- 13.1.4 Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

DIVISION 14.

USE OF THE COMMERCIAL STRATA LOTS AND LIMITED COMMON PROPERTY

14.1. Use of the Commercial Strata Lots and Limited Common Property

14.1.1 The strata corporation confirms that:

- (a) the owners of the commercial strata lots shall be entitled to place on the limited common property designated for the purposes of signage for those strata lots, awnings and/or advertising signage, illuminated or not as permitted by the applicable bylaws of the City of Vancouver, on the condition that the plans for such awnings and/or signage:
 - (i) have received the written approval of the owner developer or the person to whom it designates such approval authority;
 - (ii) have received any approvals required from the City of Vancouver; and
 - (iii) are in keeping with the development in terms of design, quality, proportion, texture and colour.
- (b) provided that prior written notice of any material alteration is provided to the strata corporation, the owners of the strata lots in the Commercial Section shall be entitled to carry out alterations to the interior of the commercial strata lots, including, but not limited to, those alterations for wiring, plumbing, piping, exhaust systems and grease traps in order for the strata lot to be used for the commercial strata lot owner's business use, provided that any alterations to the structure of the building must be approved by the strata corporation. If the commercial strata lot owners require access over the common property of the Development or the limited common property designated for the commercial strata lot owners, such access must first be approved in writing by at least $\frac{3}{4}$ of the strata lot owners in the Commercial Section. In carrying out such alterations the commercial strata lot owners shall take all necessary steps to cause as little disruption as possible to the other strata lot owners.
- (c) any awning and/or signage will be maintained in good condition and repair and the costs of such maintenance and repair, together with all utilities required to operate such signage, will be borne by the Commercial Strata Lot owner for which such area has been designated as limited common property;

- (d) the strata corporation will do no act, nor pass any by-law or rule or regulation which would have the effect of prohibiting, preventing or impairing the owners of the commercial strata lots from fully utilizing those strata lots or any limited common property designated for the Commercial Strata Lots for commercial purposes in accordance with the applicable by-laws and rules and regulations of the City of Vancouver in effect from time to time, provided that the owners of the commercial strata lots do not cause a nuisance to or interfere with the rights of the owners of the residential strata lots;
- (e) the strata corporation will not pass any by-laws or rules or regulations which prohibit, prevent or materially impair the owners of the commercial strata lots from leasing, sub-leasing, granting a license, entering into any lease, sub-lease or license arrangement with respect to the use of the commercial strata lots;
- (f) any amendment to this bylaw may only be made with the written consent of 100% of the owners of the Commercial Strata Lots and ³/₄ of the owners of the Residential Strata Lots; and
- (g) no commercial strata lot shall be used for the purpose of providing, selling or distributing "adult only" entertainment.

DIVISION 15. POWERS OF SEPARATE SECTIONS

15.1. Powers of Separate Sections

15.1.1 A separate section of the strata corporation may:

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

connection with the joint use of any facilities which are designated in the strata plan as being limited common property appurtenant to the separate section or to any other separate section;

- (f) grant to an occupier or tenant of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

DIVISION 16. LEGAL PROCEEDINGS

16.1. Small Claims Actions

- 16.1.1 Notwithstanding any provisions of the Act, the strata corporation, the Residential or the Commercial Section may proceed under the *Small Claims Act (B.C.)* against an owner or other person to collect money owing to the strata corporation, the Residential or the Commercial Section including, but not limited to, money owing as a fine, without requiring authorization by a resolution passed by a N vote.
- 16.1.2 The strata corporation, the Residential or Commercial Section may also recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the owner, or other person, or as a result of an infraction or violation of these bylaws or any rules or regulations established under them.

DIVISION 17 INSURANCE

17.1. Insurance Deductible

- 17.1.1 An owner and all of his or her tenants, occupiers or visitors must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation.
- 17.1.2 In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, and where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupant or visitor, then such owner or tenant, or the owner or tenant who is responsible for the occupant or visitor, shall, as permitted under the Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention of this bylaw 16.1.2, being an amount equal to the insurance deductible payable by the strata corporation.

DIVISION 18 MOVING FEES

18.1. Moving Fees

- 18.1.1 Each owner shall be permitted one free move into his or her strata lot. A moving fee of \$100 is chargeable against a residential strata lot for any subsequent move-ins. The moving fee is due and payable by the strata lot owner immediately after the incoming occupant has taken possession of the strata lot.
- 18.1.2 An owner, tenant or occupant must comply with the rules governing moves in and out of the building. These rules will be attached to a copy of these bylaws and such attachment will constitute sufficient notice to all owners and/or tenants or occupants.

DIVISION 19. PARKING

19.1. Parking

- 19.1.1 Vehicles parked in violation of any bylaws or rules shall be towed at the vehicle owner's risk and expense.
- 19.1.2 All motor vehicles parked or stored in the parking facilities of the Development must be licensed and insured unless prior written approval is obtained from the strata corporation.

DIVISION 20. RECREATIONAL FACILITIES

20.1. Recreational Facilities

- 20.1.1 All owners, tenants and occupants must comply with the rules governing the use and enjoyment of the recreational facilities as posted or established by the strata corporation from time to time.

DIVISION 21. RENTALS

21.1. Rentals

- 21.1.1 A Form K must be submitted to the strata corporation within 2 weeks of the tenancy commencing.
- 21.1.2 A fine of \$50 shall be levied against the strata lot every month until the Form K is received by the strata corporation.
- 21.1.3 An owner must provide a copy of these bylaws to each new tenant.
- 21.1.3 No strata lot may be rented unless for a term of at least six (6) months and pursuant to a written rental agreement with the owner and wherein the tenant agrees to strictly observe all of the provisions of these bylaws.

DIVISION 22. SECURITY

- 22.1. Owners, tenants or occupants of residential strata lots are responsible for anyone that they admit to the building.
- 22.2. Owners, tenants or occupants of residential strata lots shall not admit any person who phones on the interphone or otherwise seeks access to the common property, unless they are satisfied that such person wishes to enter the building for legitimate reasons.

DIVISION 23. GENERAL PROVISIONS

23.1. Defined Terms

- 23.1.1 All terms defined in the Act and used in these bylaws will have the meanings given to them in the Act unless otherwise defined in these bylaws or the context requires otherwise.

23.2. Severability

- 23.2.1 If any provision or provisions of these bylaws is found to be illegal or unenforceable, it or they will be considered separate and severable from these bylaws, and the remaining provisions will remain in full force and effect as though such illegal or unenforceable provision or provisions had never been included in these bylaws.

DIVISION 24. NOTICES

24.1. Notices

- 24.1.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his or her strata lot or if left with him or her or some adult person at that address.
- 24.1.2 A notice given by mail shall be deemed to have been given 48 hours after it is mailed.
- 24.1.3 An owner may at any time in writing advise the strata corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- 24.1.4 The words "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation to the owner of the strata lot.

DIVISION 25. HAZARDS

25.1. Plumbing and Electrical Systems

- 25.1.1 Each owner shall endeavour to conserve the plumbing and electrical systems of the building and any damage to any of the systems caused by the wrongful act or

the neglect of any owner, tenant, occupier or visitor shall be repaired at the expense of such owner. No owner shall permit a condition to exist within his or her strata lot which would result in wasting or excessive consumption of domestic water supply and/or steam heat.

25.2. Cleanliness

25.2.1 Garbage - ordinary household refuse and garbage shall be removed from each strata lot and deposited in the garbage compactor provided. All garbage bags shall be bagged and tied before being deposited in the compactor. Any materials other than ordinary household refuse and garbage or material that cannot be disposed of in the garbage compactor shall be removed from the development at the expense of the individual owner.

25.2.2 Recycling - all recyclable items are to be taken to the recycling bins in the area designated from time to time by the strata corporation.

25.2.3 Balconies - limited common property balconies must be kept clean and be free of storage items at all times. Failure to do so will result in the strata corporation arranging for the cleanup and chargeback of all related costs to the strata lot concerned.

26.1 Access by Consultants

26.1.1 The owners will permit the developer's building consultants and the consultants or representatives of any warranty provider in connection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purposes of inspecting components of the buildings comprising the development.

RULES OF THE STRATA CORPORATION

A. MOVING

1. An owner or tenant shall reserve with the property manager, giving the date and time of the anticipated move.
2. At the time of the move, the owner or tenant will be allocated the "locked out" use of a padded elevator for up to three hours.
3. Elevator pads must be used.
4. No one shall leave open or unlocked any outside entrance or fire escape unless they are in constant supervision of such entrance or fire escape.
5. All moves shall be supervised by on-site personnel.
6. The owner or tenant will be required to repair any damage to the common property as a result of the move. The property manager will inspect the common property upon completion of the move. The strata corporation retains the right to charge back to any owner or tenant the costs incurred in repairing damage caused during a move-in or move-out. An owner may either repair such damage or be assessed the cost of the repairs, plus 10%, and pay such assessment to the strata corporation.

B. PARKING

1. An owner, tenant, or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers or motorcycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata corporation.
2. A 1212 Howe parking permit must be visibly displayed in the vehicle while parked in a stall.
3. Use of car horns upon entering, leaving or within the parking garage is prohibited.
4. Vehicle lights must be used at all times in the parking garage when the vehicle is in motion.
5. No vehicle exceeding 9,000 lbs., i.e. G.V.W., trailers, campers, boats or motor homes shall be parked in the stall without prior written approval of the strata corporation.
6. An owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) utilize designated guest parking spaces for visitors for longer than twenty-four (24) hours without the written consent of the strata corporation. The strata corporation shall be entitled to impose shorter time restrictions on any guest parking spaces from time to time as may be required to control and regulate guest parking;
 - (c) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of an emergency. An owner, tenant or occupant shall be responsible for the cleaning of any oil or fuel spills in his/her parking space(s), and for any charges incurred by the strata corporation for the cleaning of such spills if the owner, tenant or

occupant fails to do so after written notice from the strata corporation;

- (d) rent or lease the parking space assigned by the strata corporation to his or her lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
- (e) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
- (f) attach any items to the floor of a parking stall nor to any wall, ceiling or support column adjacent to a parking stall.

C. RECREATIONAL FACILITIES

- 1. Owners, tenants or occupants causing disturbance in the corridors will be denied future access to the recreational facilities.
- 2. Use of the meeting room will be on a "first come first served basis". Priority will be given to bookings registered through the building manager.
- 3. Owners, tenants or occupants are responsible for keeping all facilities in orderly conditions. All damages will be charged back to the applicable strata lot of such owner, tenant or occupant.

D. MISCELLANEOUS

- 1. Dogs are not allowed on any garden areas.
- 2. Bicycles are not permitted to be stored in hallways or balconies, but shall be stored within the designated bicycle storage or the owner's designated storage locker.
- 3. Any owner, tenant, or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his/her own risk, subject to any claim that may properly be made under the insurance policy maintained by the strata corporation by anyone that is insured under that policy.
- 4. Owners, tenants and occupants are request to assist in keeping the common area, especially the garbage and recycling area clean. All cardboard boxes must be flattened and disposed of in the appropriate container. No garbage is to be left on the floor or outside the garbage room. No household items or furniture are to be left or stored in the garbage room.
- 5. An owner of a strata lot, when selling or renting his/her strata lot, will not permit "For Sale" or "For Rent" signs to be placed on or about the common property.
- 6. Owners, tenants and occupants may sign a waiver to authorize the concierge desk to receive parcels/documents (except registered mail) from delivery personnel.
- 7. Owners, tenants and occupants must report any missing or stolen proximity cards or garage door clickers immediately to the concierge and the property management company so that these items can be deleted from the access system.
- 8. In the event of a building emergency, the property management company on call 24 hours a day, 7 days a week should be notified.

EXHIBIT "C"
INTERIM BUDGET

**1212 HOWE
INTERIM OPERATING BUDGET**

	Residential	Commercial	Combined
Revenue			
Accounts	\$ 380,683	\$ 45,302	\$ 425,985
Total Revenue	<u>\$ 380,683</u>	<u>\$ 45,302</u>	<u>\$ 425,985</u>
Expenses			
Administration			
- Insurance/Licensing	\$ 32,000	\$ 6,000	\$ 38,000
- Legal fees	1,250	250	1,500
- Miscellaneous	1,830	170	2,000
- Telephone/pager	1,375	125	1,500
Total Administration	<u>\$ 36,455</u>	<u>\$ 6,545</u>	<u>\$ 43,000</u>
Utilities			
- Electricity	\$ 32,000	\$ 1,500	\$ 33,500
- Gas	33,000	7,000	40,000
- Water/Sewer	22,500	5,000	27,500
Total Utilities	<u>\$ 87,500</u>	<u>\$ 13,500</u>	<u>\$ 101,000</u>
Contracts			
- Alarm Monitoring	\$ 1,500	\$ -	\$ 1,500
- Building envelope inspection	4,500	200	4,700
- Elevator maintenance	14,000	1,000	15,000
- Enterphone	1,000	-	1,000
- Fire equipment maintenance/equipment	3,500	500	4,000
- Garbage disposal/recycling	18,000	6,000	24,000
- Janitorial cleaning	28,500	1,500	30,000
- Landscape maintenance	4,000	1,000	5,000
- Mechanical equipment maintenance	6,000	500	6,500
- Pest control	1,800	200	2,000
- Property mangement fees	33,000	3,000	36,000
- Security	35,000	5,000	40,000
- Window cleaning	9,000	2,000	11,000
Total Contracts	<u>\$ 159,800</u>	<u>\$ 20,900</u>	<u>\$ 180,700</u>
Repairs & Maintenance			
- Repairs and maintenance	\$ 24,000	\$ 1,000	\$ 25,000
- Supplies	2,800	200	3,000
Total Repairs & Maintenance	<u>\$ 26,800</u>	<u>\$ 1,200</u>	<u>\$ 28,000</u>
Employee Expenses			
- Wages and benefits	\$ 52,000	\$ 1,000	\$ 53,000
Total Employee Expenses	<u>\$ 52,000</u>	<u>\$ 1,000</u>	<u>\$ 53,000</u>
Total Operating Expenses	<u>\$ 362,555</u>	<u>\$ 43,145</u>	<u>\$ 405,700</u>
Contingency Reserve = 5%	\$ 18,128	\$ 2,157	\$ 20,285
Total expenses	<u>\$ 380,683</u>	<u>\$ 45,302</u>	<u>\$ 425,985</u>

EXHIBIT "D"
MONTHLY STRATA FEES

EXHIBIT D

Monthly Strata Fees

Strata Lot Number	Unit Entitlement	Annual Operating Fee - Residential Use	Annual Operating Fee Commercial Use	Annual Contingency	Total Annual Fee	Total Monthly Strata Fees
3	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
4	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
5	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04
6	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
7	543	\$2,397.20		\$119.86	\$2,517.06	\$209.75
8	482	\$2,127.90		\$106.39	\$2,234.29	\$186.19
9	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
10	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
11	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
12	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
13	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
14	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
15	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
16	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04
17	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
18	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
19	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
20	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
21	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
22	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
23	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
24	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
25	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
26	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
27	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04
28	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
29	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
30	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
31	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
32	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
33	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
34	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
35	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
36	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
37	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
38	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04
39	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
40	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
41	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
42	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
43	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
44	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
45	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
46	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
47	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
48	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
49	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04
50	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
51	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
52	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
53	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
54	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
55	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
56	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
57	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
58	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
59	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
60	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04

Strata Lot Number	Unit Entitlement	Annual Operating Fee - Residential Use	Annual Operating Fee Commercial Use	Annual Contingency	Total Annual Fee	Total Monthly Strata Fees
61	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
62	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
63	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
64	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
65	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
66	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
67	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
68	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
69	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
70	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
71	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04
72	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
73	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
74	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
75	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
76	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
77	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
78	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
79	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
80	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
81	541	\$2,388.37		\$119.42	\$2,507.79	\$208.98
82	391	\$1,726.16		\$86.31	\$1,812.47	\$151.04
83	376	\$1,659.94		\$83.00	\$1,742.93	\$145.24
84	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
85	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
86	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
87	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
88	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
89	521	\$2,300.07		\$115.00	\$2,415.08	\$201.26
90	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
91	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
92	543	\$2,397.20		\$119.86	\$2,517.06	\$209.75
93	731	\$3,227.17		\$161.36	\$3,388.52	\$282.38
94	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
95	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
96	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
97	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
98	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
99	519	\$2,291.24		\$114.56	\$2,405.81	\$200.48
100	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
101	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
102	543	\$2,397.20		\$119.86	\$2,517.06	\$209.75
103	731	\$3,227.17		\$161.36	\$3,388.52	\$282.38
104	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
105	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
106	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
107	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
108	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
109	519	\$2,291.24		\$114.56	\$2,405.81	\$200.48
110	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
111	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
112	543	\$2,397.20		\$119.86	\$2,517.06	\$209.75
113	731	\$3,227.17		\$161.36	\$3,388.52	\$282.38
114	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
115	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
116	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
117	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
118	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
119	519	\$2,291.24		\$114.56	\$2,405.81	\$200.48
120	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
121	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
122	543	\$2,397.20		\$119.86	\$2,517.06	\$209.75
123	731	\$3,227.17		\$161.36	\$3,388.52	\$282.38

Strata Lot Number	Unit Entitlement	Annual Operating Fee - Residential Use	Annual Operating Fee Commercial Use	Annual Contingency	Total Annual Fee	Total Monthly Strata Fees
124	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
125	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
126	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
127	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
128	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
129	519	\$2,291.24		\$114.56	\$2,405.81	\$200.48
130	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
131	480	\$2,119.07		\$105.95	\$2,225.02	\$185.42
132	543	\$2,397.20		\$119.86	\$2,517.06	\$209.75
133	731	\$3,227.17		\$161.36	\$3,388.52	\$282.38
134	549	\$2,423.68		\$121.18	\$2,544.87	\$212.07
135	486	\$2,145.56		\$107.28	\$2,252.83	\$187.74
136	513	\$2,264.75		\$113.24	\$2,377.99	\$198.17
137	556	\$2,454.59		\$122.73	\$2,577.32	\$214.78
138	693	\$3,059.41		\$152.97	\$3,212.38	\$267.70
139	519	\$2,291.24		\$114.56	\$2,405.81	\$200.48
140	492	\$2,172.05		\$108.60	\$2,280.65	\$190.05
141	813	\$3,589.17		\$179.46	\$3,768.63	\$314.05
142	747	\$3,297.80		\$164.89	\$3,462.69	\$288.56
143	838	\$3,699.54		\$184.98	\$3,884.52	\$323.71
144	838	\$3,699.54		\$184.98	\$3,884.52	\$323.71
145	733	\$3,235.99		\$161.80	\$3,397.79	\$283.15
146	850	\$3,752.52		\$187.63	\$3,940.14	\$328.35
147	788	\$3,478.80		\$173.94	\$3,652.74	\$304.40
148	747	\$3,297.80		\$164.89	\$3,462.69	\$288.56
149	813	\$3,589.17		\$179.46	\$3,768.63	\$314.05
150	814	\$3,593.59		\$179.68	\$3,773.27	\$314.44
151	732	\$3,231.58		\$161.58	\$3,393.16	\$282.76
152	827	\$3,650.98		\$182.55	\$3,833.53	\$319.46
Sub Total - Residential	82124	\$362,555.00				
1	11051		\$23,983.67	\$1,199.18	\$25,182.86	\$2,098.57
2	8829		\$19,161.33	\$958.07	\$20,119.39	\$1,676.62
Sub Total - Commercial	19880					
Total	102004		\$43,145.00	\$20,285.00	\$425,985.00	\$35,498.75

Notes:

1. Annual Residential Use Operating Fee is calculated as follows:

$$\frac{\text{Unit Entitlement of Residential Strata} \times \$362,555.00}{\text{Total Unit Entitlement of all Residential Strata Lots}}$$

2. Annual Commercial Use Operating Fee is calculated as follows:

$$\frac{\text{Unit Entitlement of Commercial Strata} \times \$43,145.00}{\text{Total Unit Entitlement of all Commercial Strata Lots}}$$

3. Section 6.1 of the Strata Property Regulations establishes the annual contribution to the Contingency Reserve Fund.

EXHIBIT "E"
FORM J
RENTAL DISCLOSURE STATEMENT

Strata Property Act

Form J

RENTAL DISCLOSURE STATEMENT

(Section 139)

Legal Description

Strata Lots 1 - 152, District Lot 541, Group 1, N.W.D. Strata Plan VR2282

All titles to be consolidated into one by way of subdivision plan of consolidation, road closure and/or road dedication.

1. The development described above includes 150 residential strata lots and 2 commercial strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
NIL	

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

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
Strata Lots 3-152	1 December 2080

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

Date: April 14, 2008

1212 HOWE STREET CONDOMINIUM
DEVELOPMENTS LTD.

Per:

Authorized Signatory

1212 HOWE STREET COMMERCIAL
DEVELOPMENTS LTD.

Per:

Authorized Signatory

1212 HOWE STREET VENTURES
(RESIDENTIAL) LTD.

Per:

Authorized Signatory

1212 HOWE STREET VENTURES
(COMMERCIAL) LTD.

Per:

Authorized Signatory

EXHIBIT "F"

AGREEMENT OF PURCHASE AND SALE

1212 HOWE

AGREEMENT OF PURCHASE AND SALE

MLS#	_____
UNIT	_____
STRATA LOT	_____
STRATA PLAN	VR2282

VENDOR: 1212 HOWE STREET CONDOMINIUM DEVELOPMENTS LTD.

PURCHASER: _____
FULL NAME: _____

_____ FULL NAME: _____

_____ ADDRESS: _____

_____ ADDRESS: _____

_____ Social Insurance No: _____

_____ Social Insurance No: _____

_____ Tel: (h) _____ (w) _____

_____ Tel: (h) _____ (w) _____

_____ Fax: (h) _____ (w) _____

_____ Fax: (h) _____ (w) _____

The Purchaser is ☐ / is not ☐ resident in
Canada for purposes of the *Income Tax Act*

The Purchaser is ☐ / is not ☐ resident in
Canada for purposes of the *Income Tax Act*

The Strata Lot is the strata lot identified above and is situated in a development (the "Development") known as "1212 Howe" in the City of Vancouver, British Columbia, as more particularly described in the Disclosure Statement.

THE PURCHASE PRICE The Purchase Price for the Strata Lot is \$ _____ payable as follows:

Deposit: A deposit is payable upon execution of this Agreement by the Purchaser in the amount of:

\$ _____

The balance of the purchase price, subject to closing adjustments, shall be paid by certified cheque or bank draft on the Completion Date.

TOTAL \$ _____

The Purchaser acknowledges that the Purchaser has received a copy and has been given an opportunity to read the Disclosure Statement dated 14th day of April, 2008 (the "Disclosure Statement") and that this Agreement constitutes a receipt in respect thereof.

☐

initial - P

☐

initial - V

☐

initial - P

APPLIANCES - The Strata Lot shall include the following appliances: Stove, Fridge, Dishwasher, Hood Fan, Garburator, Microwave, Blinds and Washer and Dryer.

PARKING - The Purchase Price includes the exclusive right to ____ parking stalls allocated as contemplated in Section 3.6 of the Disclosure Statement and one remote control garage opener.



initial - P

CANCELLATION OPTION DATE Provided that the Purchaser may, on or before the seventh (7th) day following the date of the execution of this Agreement of Purchase and Sale (the "Cancellation Option Date") notify the Vendor, in writing, that should the Purchaser require mortgage financing to complete the purchase of the Strata Lot, that the Purchaser has been unable to obtain satisfactory mortgage financing or alternatively that the Purchaser's inspection of the Strata Lot was not satisfactory to the Purchaser, and upon the Purchaser providing such notice to the Vendor on or before the Cancellation Option Date, the contract formed by the Vendor's acceptance of the Purchaser's offer shall be null and void, and of no further force and effect, and all of the Deposit shall forthwith be returned to the Purchaser. Should the Purchaser not provide such written notice to the Vendor on or before the Cancellation Option Date, the Agreement formed by the Vendor's acceptance of the Purchaser's offer shall continue in full force and effect.

VENDOR'S CONDITION The Vendor may, at its sole option, terminate this Agreement of Purchase and Sale and refund the deposit received from the Purchaser if the Vendor has not entered into binding agreements of purchase and sale with respect to at least 70% of the Strata Lots (105 out of 150 Strata Lots) on or before the 31st day of August, 2008. The Vendor reserves the right to remove this condition if less than the specified number of Strata Lots have been sold prior to the time specified. The Vendor shall give notice to the Purchaser or the Purchaser's solicitors or the Purchaser's real estate agent on or before such date advising whether or not it has removed the subject condition. This condition is for the sole benefit of the Vendor and may be waived by the Vendor unilaterally.

COMPLETION DATE The Completion Date is as set out in paragraph 3, Exhibit 1.

The Purchaser hereby offers and, if this offer is accepted by the Vendor, agrees to purchase from the Vendor certain rights to the Strata Lot on the terms set out above and on Exhibit 1 hereto which forms part of this agreement.

Upon acceptance of this offer by the Vendor, this document shall become a binding contract for the purchase and sale of the Strata Lot in accordance with the terms hereof. The Vendor and/or Purchaser may make this offer or accept it by executing in counterpart a facsimile copy of this offer and delivering it by facsimile or by any other means to the other party.

Dated this _____ day of _____, 2008.

Witness

Purchaser's Signature

Witness

Purchaser's Signature

The Vendor hereby accepts the Purchaser's offer herein on the terms set out above and in Exhibit 1 attached hereto.

Dated this _____ day of _____, 2008.

1212 HOWE STREET CONDOMINIUM DEVELOPMENTS LTD.
by its authorized signatory:

EXHIBIT 1

1. DEPOSIT - The Deposit shall be paid by certified cheque or bank draft by the Purchaser, and shall be held in trust as a stakeholder by the Vendor's solicitors, McLachlan Brown Anderson. The Deposit shall be repaid to the Purchaser or the Purchaser's solicitor, as liquidated damages and as the Purchaser's sole remedy if the sale and purchase contemplated by this Agreement is not completed by reason of the Vendor's default hereunder. The Deposit is to be retained by the Vendor without prejudice to the Vendor's other remedies if the sale and purchase contemplated by this Agreement is not completed by reason of the Purchaser's default hereunder. The Vendor's solicitors, McLachlan Brown Anderson, shall be entitled to hold the Deposit in an interest bearing account and any interest accrued on the Deposit monies paid hereunder shall be for the sole account of the Vendor in any circumstance. Notwithstanding the foregoing, the Vendor may wait to forward the First Deposit to the Vendor's Solicitor until the seven (7) day rescission period pursuant to the *Real Estate Development Marketing Act* (British Columbia) has past and the Purchaser has not rescinded this Agreement by such time.
2. U.S. Dollar Deposits. Deposit payments made in U.S. funds will be held in a U.S. dollar trust account until payment clears at which time they will be converted to Canadian dollars and transferred into a Canadian dollar trust account. Neither the Seller nor its solicitors are responsible for changes in currency exchange rates. The Buyer acknowledges that U.S. dollar trust accounts are not insured by the Canadian Deposit Insurance Corporation.
3. COMPLETION DATE.
 - (a) The Completion Date will be a date established by the Vendor and set out in a written notice to the Purchaser or his solicitor (the date so established herein called the "Completion Date") which shall be a minimum of 14 days after the date on which the Vendor has delivered the aforesaid notice to the Purchaser or his solicitor. The Completion Date shall be after the date when the work described in Section 5.3 of the Disclosure Statement has been completed (the "Upgrade Work") and the date that the City of Vancouver has given permission to occupy the Strata Lot. The Vendor presently anticipates that such permission and issuance of titles will be given between on or about the 31st day of July, 2008 and the 31st day of October, 2008. For the purposes of this paragraph, permission to occupy the strata lot means the initial permission given by the City of Vancouver, whether such permission is temporary, conditional or final and refers to occupation of the Strata Lot only and not to occupation of other Strata Lots or common property in the Development.
 - (b) The Completion Date will be no later than the 31st day of October, 2008 provided that if the Vendor is delayed from completing the Upgrade Work because of any circumstance described in paragraph 3(c), the Vendor may at any time on or before the Completion Date by written notice (the "Notice") addressed to the Purchaser and delivered to the Purchaser's address as set out above, extend the Completion Date to such a later date as may be specified in the Notice provided that if the Completion Date must be extended for more than 6 months from the 31st day of October, 2008, then the Purchaser may, at his option (which option must be exercised within 5 days after receipt of the Notice), terminate this agreement by giving written notice to such effect to the Vendor. Upon such termination, the Deposit will be returned by the Vendor to the Purchaser forthwith upon notice of termination and the Vendor and the Purchaser shall thereafter have no further obligations to one another hereunder. Any reference hereafter to the Completion Date will be a reference to the Completion Date as may be extended pursuant to this paragraph 3(b).



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- (c) If the Vendor is delayed in completing construction of the Strata Lot or in doing anything the Vendor is required to do pursuant to this agreement, and the delay is caused by any condition or cause beyond the reasonable control of the Vendor including, without limitation, acts or omissions by third parties not related to the Vendor, strike, lockout, labour dispute, unusual geotechnical conditions, climactic conditions, act of god, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile action, civil commotion, fire or other casualty, the time for completing construction of the Strata Lot or for the Vendor doing anything the Vendor is required to do pursuant to this agreement, shall be extended by a time equivalent to the period of such delay.
4. ADJUSTMENT DATE - All adjustments relating to the purchase of the Strata Lot with respect to taxes, utilities and other items normally adjusted between a Vendor and a Purchaser will be made on the Completion Date.
 5. OCCUPANCY DATE - The Purchaser shall have occupancy of the Strata Lot two (2) days after the Completion Date.
 6. DEVELOPMENT - The Purchaser acknowledges that this is a previously constructed building as noted in the Disclosure Statement.
 7. RISK - The Strata Lot will be at the Vendor's risk and shall be insured by it until 12:01 a.m. on the Completion Date, and thereafter shall be at the Purchaser's risk.
 8. BUILDER'S LIEN - The Purchaser acknowledges that as this is a previously constructed building and as occupancy permits have previously been issued, there will be no builder's lien holdback on closing.
 9. VENDOR'S REPRESENTATIONS - The Vendor hereby represents and warrants that on the Completion Date, the Vendor will cause good and marketable title to the Strata Lot to be transferred to the Purchaser, subject only to those encumbrances disclosed in the Disclosure Statement.
 10. VENDOR'S FINANCING - The transfer of the Strata Lot may be subject to encumbrances. The Vendor will pay and discharge existing financial encumbrances from the title to the Strata Lot after receipt of the Purchase Price, but in this event, the Purchaser shall pay the Purchase Price to the Vendor's solicitors on undertakings to pay and discharge the financial charges, and remit the balance, if any, to the Vendor.
 11. CLOSING PROCEDURES - The Purchaser's solicitors will prepare and deliver to the Vendor's solicitors at least five (5) business days prior to the Completion Date, a Statement of Adjustments and Transfer for the Strata Lot and will cause the Purchase Price to be paid to the Vendor's solicitors upon the Transfer being tendered for registration at the Land Title Office and a satisfactory post-registration index search being concluded. The Purchaser agrees to accept the transfer executed by the Vendor in satisfaction of Section 6 of the *Property Law Act* of British Columbia. The Purchaser will pay all costs relating to the transfer of title to the Strata Lot, including Property Purchase Tax. The Vendor will pay all costs relating to the discharge of any financial encumbrances relating to the Vendor's financing.



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12. REMEDIES OF THE VENDOR - If the Purchaser does not comply with the terms of this Agreement, the Vendor may at its option, by notice in writing to the Purchaser, cancel this Agreement which shall then be of no further force and effect and the deposit(s) and any interest accrued thereon shall be forfeited to the Vendor on account of damages but without prejudice to any further right or remedies of the Vendor in accordance with Clause 1 herein.
13. NOTICE - Any notice to be given under this Agreement shall be in writing addressed to the respective parties or their respective solicitors and sent by postage prepaid (air mail if to or from outside of Canada) or delivered by hand or transmitted by telecopy to the addresses set out above, or such other address as any party may notify all other parties in accordance with this provision, and shall be deemed to have been received, if delivered or transmitted, when delivered or transmitted and if mailed, on the fifth business day after such mailing.
14. GOVERNING LAW - This Agreement shall be governed by the laws of the Province of British Columbia. The Vendor and Purchaser agree to attorn to the jurisdiction of the British Columbia Courts which shall have the exclusive jurisdiction to determine any legal dispute arising out of this Agreement.
15. TIME OF THE ESSENCE - Time shall be of the essence of this Agreement.
16. INTEREST IN LAND - Upon title to the Strata Lot being registered in the Land Title Office in the Purchaser's name, the Purchaser shall become the absolute owner (fee simple) of the Strata Lot, however, until such time this Agreement of Purchase and Sale shall not create any interest in land and shall not be registered in the Land Title Office.
17. BINDING EFFECT - This Agreement shall be binding upon the Vendor and the Purchaser and their respective heirs, executors, administrators, successors and assigns.
18. ASSIGNMENT - The Purchaser may assign its rights under this Agreement provided such assignment shall have received the prior written approval of the Vendor, and the Purchaser acknowledges such approval may be withheld by the Vendor for any reason. The Vendor will not approve any Assignments received after the 1st of July, 2008 and any Assignments after the 1st of July, 2008 will only be dealt with by the Vendor at the time of closing. If such assignment is approved, the Purchaser shall remain liable for the obligations of the Purchaser under this Agreement. As a condition of the Vendor providing such approval, the Purchaser, when requesting such approval, must pay to the Vendor an assignment fee of \$3,000.00. In the event that the Purchaser wishes to assign its rights under this Agreement to his spouse, or to a member of his immediate family (which shall be deemed to include only the parents and children of the Purchaser), or to a company which is wholly owned by the Purchaser, the Vendor may, in its sole discretion, waive the assignment fee, but only on the condition that the Purchaser first provide the Vendor's Solicitors with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's solicitors. The Purchaser shall be required to pay in addition to the assignment fee all of the Vendor's costs in connection with any assignment, including legal fees and disbursements. Notwithstanding anything contained herein, the Purchaser acknowledges that they may not assign or list for sale on MLS (Multiple Listing Service) or any other public service or means, the Purchaser's interest in this Agreement without the prior written consent of the Vendor, which consent may be withheld by the Vendor for any reason.
19. COST. The Purchaser will pay all taxes, costs and expenses incurred in connection with the completion of the sale and purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances.



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20. COMMERCIAL UNITS. The Purchaser acknowledges that included within the Development are commercial units located on the ground floor and a portion of the second floor and such commercial units have access to portions of the Lobby, elevators and other common areas of the Development. Further, some of the commercial units may operate on a 24 hour 7 day a week basis. Accordingly, the Purchaser acknowledges and accepts that as a consequence of the commercial units being part of the 1212 Howe Development, there may be noise and activity levels greater than those that are usual in an urban residential development.
21. FITNESS WORLD - STRATA LOT 2 AND PORTION OF STRATA LOT 1. The Purchaser acknowledges that Sections 4.3(d) and 7.3 of the Disclosure Statement have been specifically brought to the Purchaser's attention. Further, the Purchaser acknowledges and agrees to the arrangements made by the Developer with Fitness World, as disclosed in the Disclosure Statement, as it relates to the Residential Strata Lots.
22. MISCELLANEOUS. This Agreement is the entire agreement between the parties and there are no other terms, conditions, representations, warranties or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person. All of the terms, conditions, representations and warranties contained in this Agreement will survive closing and the transfer of the Property to the Purchaser. This Agreement will be governed by the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.



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**** NOTE FOR PURCHASERS AND AGENTS ****

THIS AREA IS FOR INFORMATION CONTROL ONLY

Purchaser's Solicitors

Selling Agent

(Name)

(Selling Person's Name)

(Law firm)

(Real Estate Company)

(City, Province)

Phone No.:

Facsimile No.:

Phone No:

Facsimile

No:

Vendor's Solicitors:

McLachlan Brown Anderson
10th Floor - 938 Howe Street
Vancouver, British Columbia
V6Z 1N9

Attention: Robert Brown

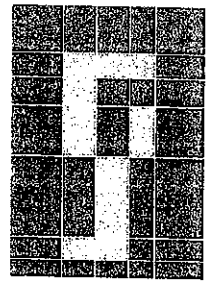
Phone No: (604) 331-6000

Facsimile No: (604) 331-6008

EXHIBIT "G"

SECTION 5.3 - BUILDING REPORTS

Building Condition Assessment Report



Glottman-Simpson
GROUP OF COMPANIES

1212 Howe Street
Vancouver, BC



ISO 9001:2000
FS 64408

Prepared for:
1212 Howe Street Condominium Developments Ltd.

February 2008

Prepared by:

Glottman-Simpson

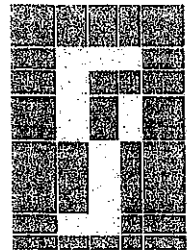
CONSULTING ENGINEERS

because building performance is what really matters

February 29, 2008

File No. 206233

1212 Howe Street Condominium Developments Ltd.
3502 - 1088 Burrard Street
Vancouver, BC V6Z 2R9



Glottman-Simpson
GROUP OF COMPANIES

Attention: Mr. Bruno Wall
President

**RE: BUILDING CONDITION ASSESSMENT REPORT
1212 HOWE STREET, VANCOUVER, BC**

Dear Mr. Wall:

GENERAL INTRODUCTION

Glottman-Simpson Consulting Engineers has been retained by 1212 Howe Street Condominium Developments Ltd. to prepare a Building Condition Assessment Report for the property located at 1212 Howe Street in Vancouver, British Columbia. Our review is based on a visual inspection of the building, which is currently undergoing extensive renovations to non-structural exterior and interior building finishes.

The property was toured by Mr. Mel O'Keeffe, P.Eng. and Ms. Sarah Shenasi E.I.T of Glottman-Simpson Consulting Engineers on February 22, 2008 together with the Project Superintendent, Mr. Peter Krahn, who provided access to all areas of the development.

Glottman-Simpson Consulting Engineers reviewed the structural components of the building. The building envelope, mechanical systems, electrical systems, fire and security provisions were not part of the scope of this Building Condition Assessment Report.

A cursory review of the existing structural drawings was performed and it was determined that the present construction and systems of the building substantially conformed to the information on the available drawings.

Our Conclusions and Recommendations are based primarily on visual observations of the existing structure and building systems along with discussions with the building Superintendent and a cursory review of the available building drawings. No destructive testing or dismantling of the existing structures and systems was performed.



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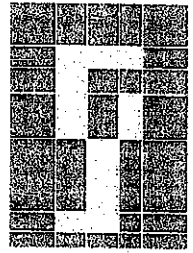
Glottman-Simpson
CONSULTING ENGINEERS*

GS-Sayers
ENGINEERING LTD.

Glottman-Simpson
U.S. INC.

- Structural Engineers
- Seismic Restoration
- Building Evaluations
- Insurance Claims
- Litigation Support
- Specialty Engineering

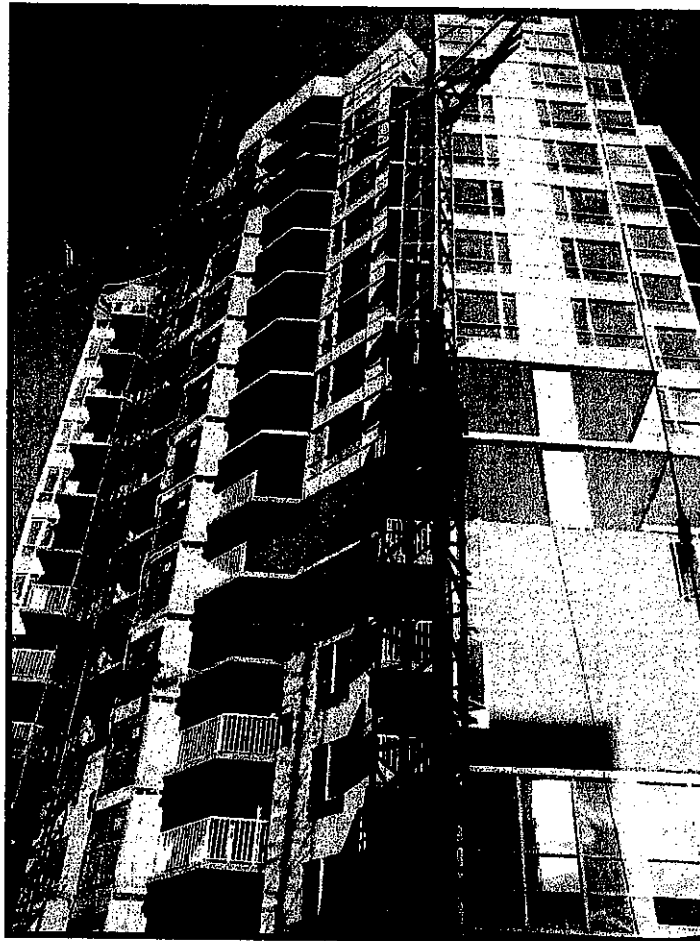
1661 West 5th Avenue
Vancouver, BC
Canada V6J 1N5
Telephone 604 734.8822
Facsimile 604 734.8842
info@glottmansimpson.com
www.glottmansimpson.com



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HISTORICAL DEVELOPMENT

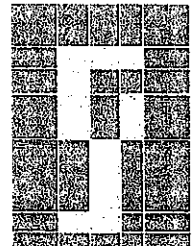
The property is an 18 storey high-rise building with three levels of underground parking. The current building configuration consists of retail spaces on the ground floor. The 2nd floor of the building houses a commercial Fitness World and an exterior landscaped area. Access to the three levels of underground parking and loading bay are from the Southeast lane. Residential suites start on the 3rd floor level. Photograph 1 is taken looking North from Howe Street.



Photograph 1 – South Elevation of 1212 Howe Street



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STRUCTURAL DRAWING REVIEW

A cursory review of the available drawings was performed in 2006 to ascertain, to the best of our ability, that the present construction substantially conformed to the information on the available drawings.

The following is a summary of the available structural drawings provided by Wall Financial Corporation and used as part of our building condition assessment:

- S1-S18 labeled Issued for Construction dated August 14, 1987 as prepared by Read Jones Christoffersen Ltd.

STRUCTURAL SITE INVESTIGATION

Our review was limited to a visual inspection of the exterior of the building as well as a review of accessible interior areas. However, as the structure is still under renovation, there are few areas, which revealed the exposed structure.

There were three methods used to carry out our review.

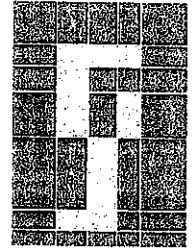
1. Reviews were carried out at a sufficient number of locations to provide a representative sample of the behavior of the visible portions of the structure. The purpose of these inspections was to determine if there were any unusual cracking or excessive deflections in the exposed structure, which was obvious. The areas of the structure that were viewed by Glottman-Simpson Consulting Engineers are listed below:
 - Roof top of the building;
 - Mechanical, electrical and service rooms;
 - Exposed floor and exterior wall framing within the underground parking;
 - Exposed slab on grade and floor soffit framing.
2. Where the structure was not directly visible, inspections were carried out to look for indications of structural distress or excessive foundation settlement. Such indications might include cracked interior or exterior finishes or excessive deflection of ceilings or floors. Typical locations where this type of inspection was carried out include:
 - Exterior building perimeter including exterior walkways; and
 - Public corridors, lobby areas and stairwells.
3. We discussed the condition of the building with the Project Superintendent, during our inspection to determine if there were any problems or concerns during renovations that may affect the structural performance of the building.



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STRUCTURAL BUILDING SYSTEMS

The property is approximately 20 years old and consists of an 18-storey high-rise building with 3 levels of underground parking. The parking levels up to and including the 3rd floor are conventionally reinforced concrete construction. Floors 4-17 and the roof are constructed of post-tensioned reinforced concrete slabs.



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The structure is founded on reinforced conventional shallow column and wall foundations. The central elevator core walls core founded on a 4'-0" deep core footing.

The parking levels consist of slab and slabband framing with reinforced concrete columns and perimeter walls providing support for the floor framing.

The lateral load resisting system of the Tower and podium level consists of a concrete shear wall system with headers linking the sections of wall within the elevator core.

STRUCTURAL SITE OBSERVATIONS

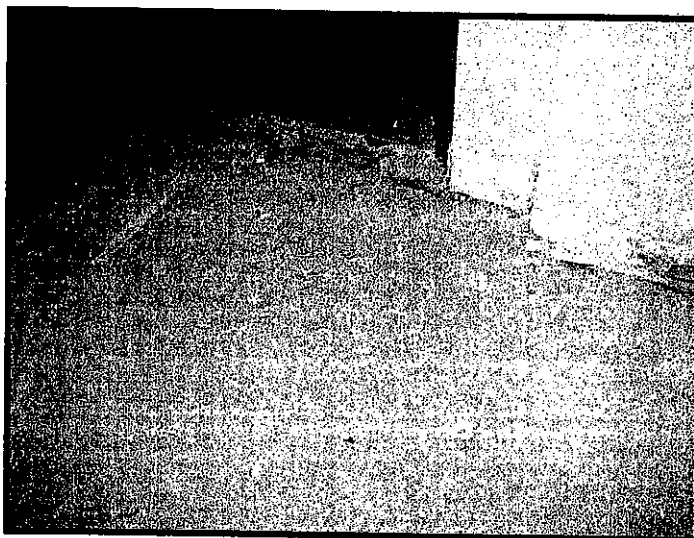
A photographic log of digital images, taken during our site review, of existing conditions has been provided for your use and later reference, if required. The photographs are contained on the enclosed CD and a sample of the photographs has been included in the body of this report highlighting any particularly obvious existing areas of deterioration or the general overall condition of the building finishes.

We provide the following observations based on our site review of the building and discussions with the Superintendent:

INTERIOR OF BUILDING

As renovation was in progress at the time of visit, the exposed structure was reviewed at several locations. It was observed that the existing concrete slabs were in good condition. We understand that all floors had been scanned for new core holes, and waterproofing membranes will cover the balcony slab edges to protect the post-tension anchor ends.

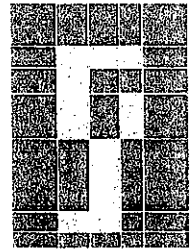
- Photograph 2 shows the main lobby floor, which will be leveled to match the adjacent doorways and floor finish levels.



Photograph 2 – Main Lobby Floor



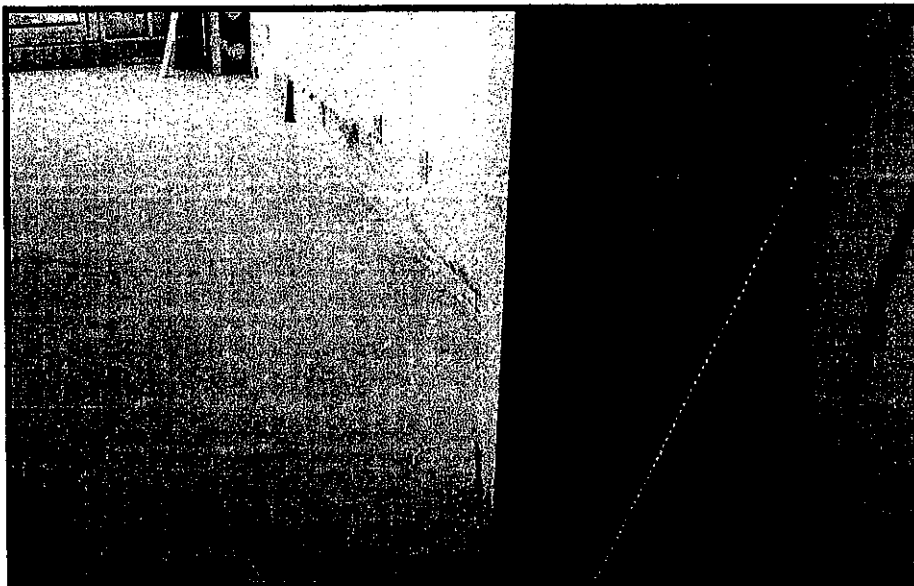
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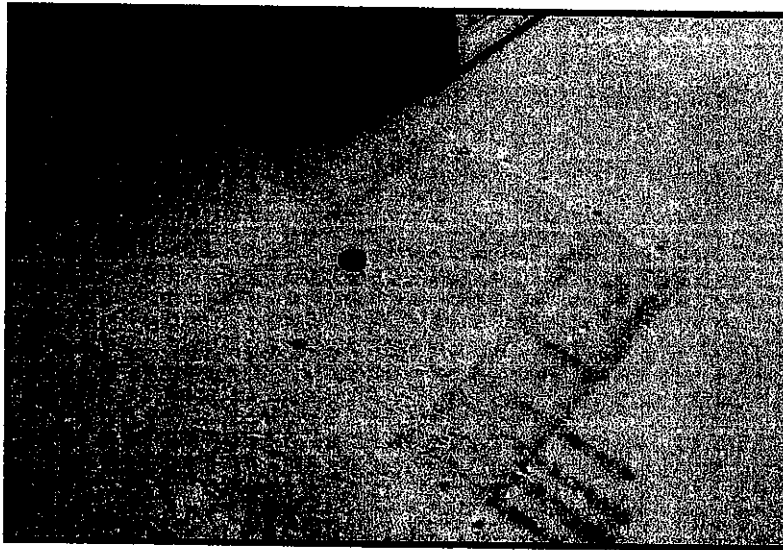
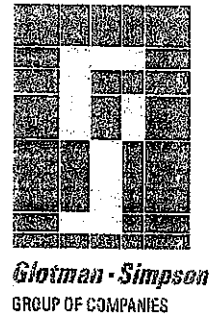
Photograph 3 – Concrete Shear Wall at 3rd Floor - No Concrete Cracks or Deterioration Evident



Photograph 4 – Floor Slab at 18th Floor - No Concrete Cracks or Deterioration Evident



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Photograph 5 – Core Hole and Evidence of Scanning at 18th Level

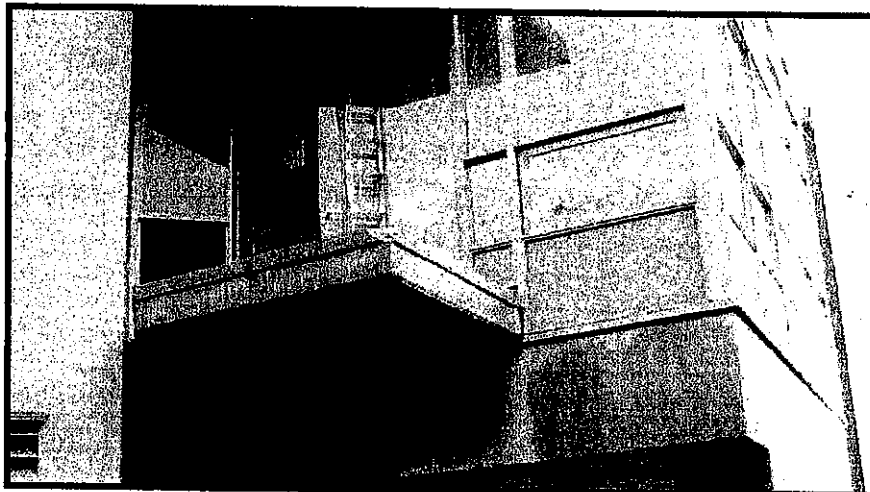
EXTERIOR OF BUILDING

Our visual review of the exterior portions of the building did not reveal signs of major structural distress. We understand that a detailed review of the Building Envelope has been commissioned by 1212 Howe Street Condominium Developments Ltd. to address the performance of the building envelope. Review of the building envelope is not within the scope of our building condition assessment.

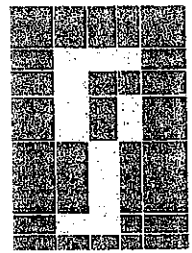
- Photograph 6 shows the typical exterior balcony. New railings will be bolted to the top of the slab.



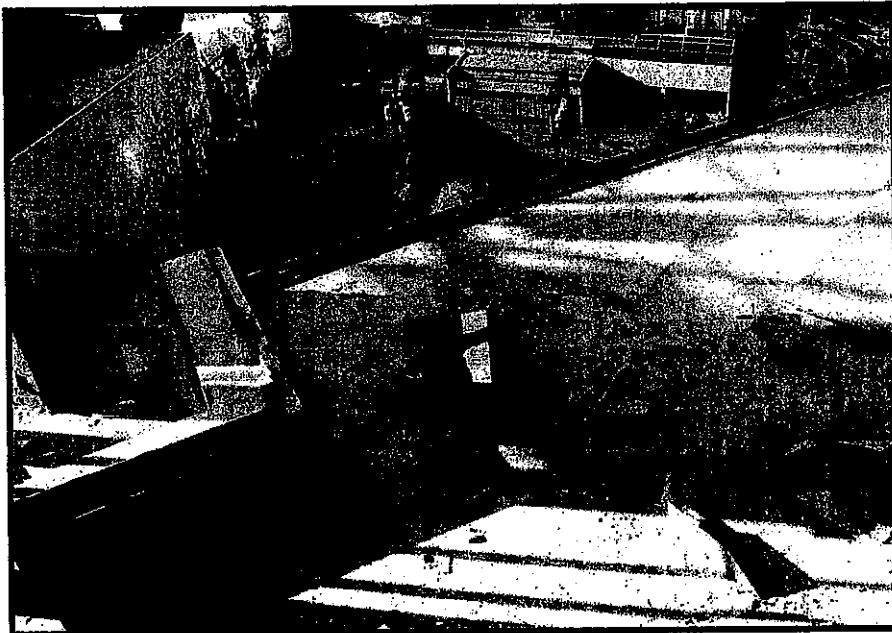
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Photograph 6 – Balcony Edge Viewed Looking North on the Building



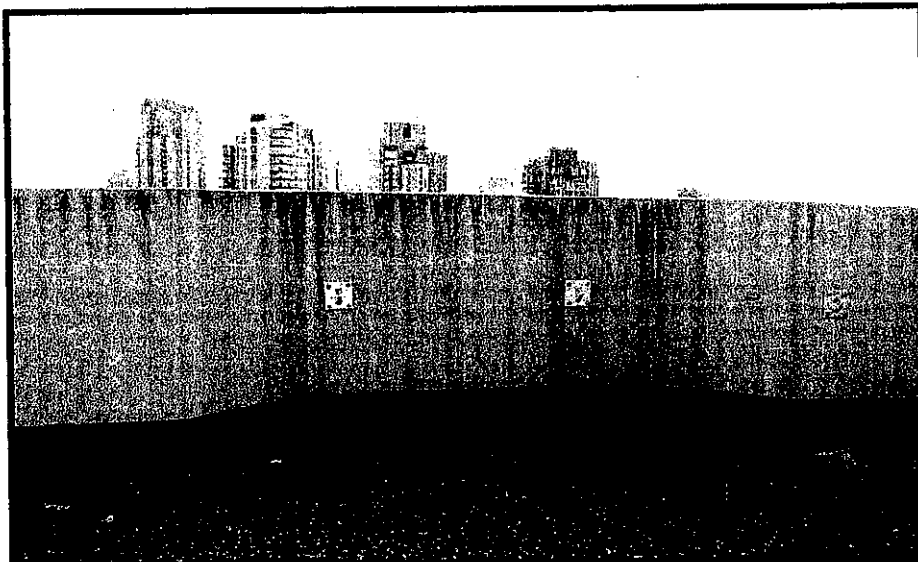
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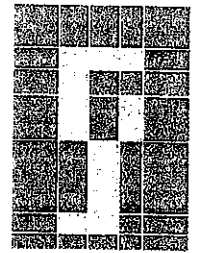
Photograph 7 – Balcony Edge Curb at 18th Level



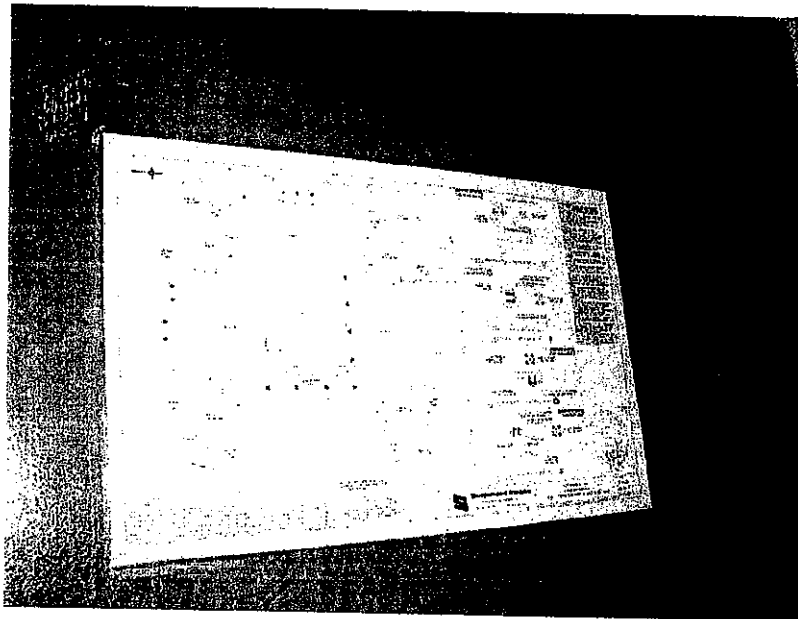
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Photograph 8 – New Window Washing Anchors at Roof



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Photograph 9 – Window Washing Anchor Operations Procedure Drawing

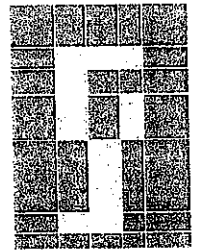
UNDERGROUND PARKING AND LOADING BAY

The overall condition of the underground parking was good and it is performing adequately up to the present time (see Photograph 11). The parkade shows no visually obvious major signs of deterioration or structural distress. We understand that there will be a waterproofing membrane applied to the suspended parkade slabs (P1&P2), and the insulation will be redone at the underside of the ground floor.

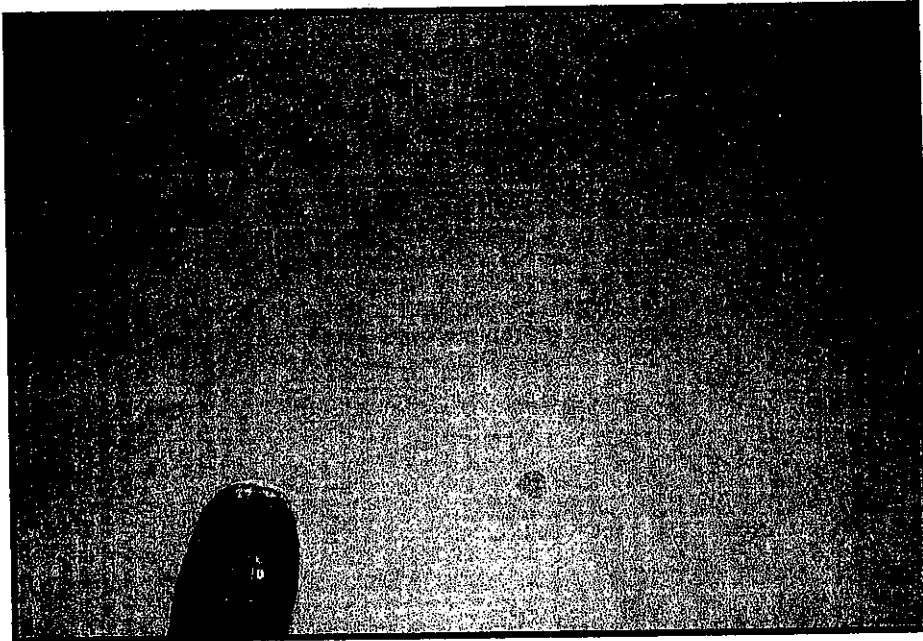
Minor cracks were evident in the slab-on-grade and on the suspended floor slab. Some of the soffit cracks showed signs of water ingress. Staining and efflorescence was also evident in some cracks (see Photograph 10). These cracks are not considered to be of major structural significance at the present time. The planned addition of the waterproofing membrane will minimize future potential corrosion of the reinforcing and spalling concrete. We also understand that additional floor drains will be provided to intercept water entering the parkade from the entrance ramp area.



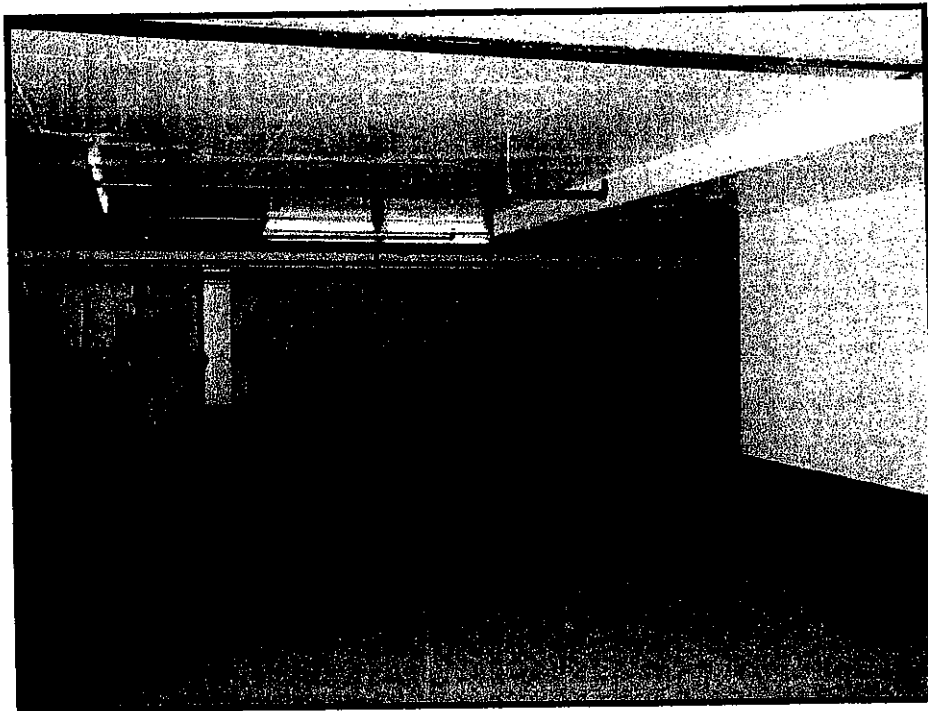
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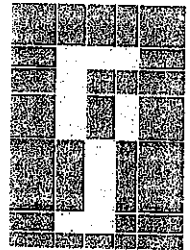
Photograph 10 – Slab on Grade Crack



Photograph 11 – Parking Level P1/P2



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RECOMMENDATIONS AND CONCLUSIONS

The structural systems of 1212 Howe Street appear to be in good condition and are performing adequately up to the present time for the current intended use of the building. We provide the following main recommendations regarding the structural components of the building, based on our visual site review:

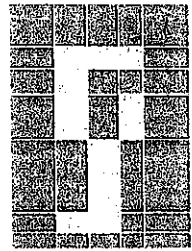
1. The information contained on the available structural drawings substantially matched what was actually reviewed on site. Based on our discussions with the Superintendent and our site observations no major structural concerns or problems have been encountered as the renovation construction is underway.
2. The majority of the items noted for the property as part of our site observations are considered as general building maintenance items and should be reviewed and/or repaired as needed, as part of an overall property maintenance or rehabilitation program.
3. The structural components of the underground parkade were in good condition with some minor cracking evident in the soffit of the suspended slabs. These cracks are not of major structural significance and are not uncommon in a parkade of this age.
4. We understand that a detailed review of the Building Envelope has been commissioned. Sections of the existing steel stud wall framing were exposed at the third level units during our site review as the unit is currently under renovation.
5. The original structural drawings indicate that the completed structure has been designed to resist forces due to wind and earthquake in accordance with the National Building Code 1985 Edition and the City of Vancouver Building Bylaw 5583.
6. At the present time there are no structural upgrades required for the building based on our visual building condition assessment and our understanding of the current intended use.



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FS 64408

LIMIT OF LIABILITY

It should be noted that this condition assessment report is based on a visual review of the existing structures and building systems. No testing or dismantling of any architectural cladding was performed and reviews were made on a random basis with no attempt to review every element or portion of the building. The intent of the reviews was to determine areas of visually obvious deterioration and to generally determine the overall quality and sufficiency of the work, but not to ascertain the quality or sufficiency of any specific aspect of the development. Furthermore, we have not carried out an analysis of the gravity resisting systems or lateral load resisting systems of the building. Our comments are not a guarantee or warranty of any aspect of the condition of the development whatsoever.



Glottman • Simpson
GROUP OF COMPANIES

This report was prepared by Glottman•Simpson Consulting Engineers for the account of 1212 Howe Street Condominium Developments Ltd. The material in it reflects the existing structural condition of the building to our best judgment in light of the information available to us at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Glottman •Simpson Consulting Engineers accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

The following items were not examined by us nor were they considered as part of the structural condition assessment of the building:

- condition of the roofing system and any leakage concerns;
- building envelope design and condition issues;
- moisture considerations at exterior walls;
- plumbing, mechanical or electrical considerations;
- fire prevention requirements or condition of existing equipment and systems;
- detailed review of the gravity and lateral resistance load paths ; and
- presence of hazardous materials such as asbestos, PCB's or toxic industrial waste.

We trust the above is satisfactory for your needs at this time. Please feel free to contact the undersigned if we can provide any further information or clarification on this matter.

Yours truly,
GLOTTMAN•SIMPSON

S. Shenasi

Per : Sarah Shenasi, E.I.T

Mel O'Keeffe



Reviewed by: Mel O'Keeffe, P.Eng. **FEB 29/08**
Principal



ISO 9001:2000
FS 64408



BC BUILDING SCIENCE PARTNERSHIP

611 BENT COURT, NEW WESTMINSTER, B.C., V3M 1V3, TEL: 604-520-6456, FAX: 604-520-6496
BUILDING ENVELOPE & STRUCTURAL CONSULTANTS - WWW.BCBUILDINGSCIENCE.COM

February 4, 2008

1212 Howe Street Developments Ltd.
Suite 3502 - 1088 Burrard Street
Vancouver, BC V6Z 2R9
Attn: Mr. Bruno Wall

**SUBJECT: BUILDING ENVELOPE RENOVATION
1212 HOWE STREET, VANCOUVER**

BC Building Science Partnership is the Building Envelope Professional engineering firm retained by the Owner, 1212 Howe Street Developments Ltd., to design and review the complete Renovation to the building envelope systems at the eighteen storey residential tower located at 1212 Howe Street, Vancouver.

During our initial investigations of the building envelope, we determined that the complete renewal of the building envelope assemblies, from the third floor to the roof, was required to address the observed water ingress and resultant structural damage due to premature building envelope failure.

The Renovation is being completed under a building permit with City of Vancouver and is scheduled for completion around May 31, 2008. All work is designed to meet the current Vancouver Building By-law and is covered under industry-accepted product and contractor warranties for the major components of the building envelope.

The general scope of the Renovation includes:

- Complete replacement of the exterior wall and window systems with a new window wall glazing system with an expected service life of approximately 50 years.
- Complete replacement of the exterior balcony systems with new waterproofing systems with an expected service life of approximately 10-15 years.
- Complete replacement of the main roof, decks, and third floor slab systems with new waterproofing systems with an expected service life of approximately 25 years.

In order to meet the expected service life and sustain the performance of the building envelope, a scheduled regular maintenance and renewal plan should be implemented. Through the maintenance of all individual components, the overall function and integrity of the building envelope is preserved.

Regards,

BC BUILDING SCIENCE PARTNERSHIP

Chad Cranswick, P. Eng.
Project Engineer



April 8, 2008

Our Project No. 6844

**RESIDENTIAL/COMMERCIAL BUILDING
1212 HOWE STREET
VANCOUVER, B. C.**

GENERAL

The building consists of below grade parking, 2 floors of commercial retail units and 17 floors of residential suites. The building was completed in 1988 circa for occupancy.

In general, the equipment and systems appeared to be reasonably maintained.

RESIDENTIAL HEATING

The residential suites are provided with electric baseboard heaters for heating. The heaters are equipped with wall mounted thermostat controls.

New electric baseboard heaters are being provided in all residential suites.

COMMERCIAL AIR CONDITIONING

Cooling and heating is provided by split air conditioning systems with the condensing units located on the roof and the air-handling units with electric heating coils located in the ceiling space of each commercial area. Each system is equipped with a thermostat control.

Records of maintenance for the condensing units were not available for review.

Outside air intake for ventilation and washroom exhaust openings to outdoor are provided for each unit.

VENTILATION

Each residential suite has a new washroom exhaust fan and a new kitchen range exhaust hood ducted to the outdoors. New washers and ventless dryers are being added to the suites.

Each residential corridor is also equipped with a smoke exhaust system. The "fire floor" can be exhausted with control at the fire alarm panel.

The garbage container room in the ground floor is relieved to the outside via leakage around the overhead door.

The elevator equipment and control rooms at the roof have respective exhaust fans with filtered outside air for make-up (using cross ventilation). Each fan system is equipped with a thermostat control for activation on rise in room temperature.

The electrical transformer room has an exhaust fan with outside air for make-up (using cross ventilation). The fan system is equipped with a thermostat control for activation on rise in room temperature.

Each residential level corridor is supplied by outdoor air from an air-handling unit in the penthouse level mechanical room. The unit is gas-fired and equipped with an air filter system and a fan for air delivery. This unit also delivers air to the storage rooms in each residential floor level.

Electrical transformer room at each floor level is equipped with a transfer air fan system for ventilation. The fan is thermostat controlled for activation on rise in room temperature.

Each below grade vehicle parking level is exhaust ventilated. The exhaust system is controlled by carbon monoxide and combustible gas detection sensors located throughout the parking levels.

Emergency generator room is equipped with an exhaust/make-up air fan system.

Below grade parking stairs (#3 & #4) are pressurized during fire alarm with annunciation at the fire alarm panel.

Lobby is pressurized during fire alarm with annunciation at the fire alarm panel.

Parking exhaust system is provided with manual control at the fire alarm panel.

FIRE PROTECTION

The building and underground parking levels are equipped with sprinkler systems. The building is also provided with a standpipe system located in the stairwell and the parking level with a fire hose cabinet complete with a portable fire extinguisher. Water pressure at the top of the standpipe is 100 psi. The sprinkler system is equipped with a fire pump.

A backflow preventer is being provided for the fire system.

Fire protection system inspections are required annually. Records of maintenance should be available from Pacifica First.

DOMESTIC WATER

A new domestic hot water plant is being provided for the project. It consists of 2 A.O. Smith natural gas-fired boilers (610,000 BTUH each) with 4 – 120 gallon storage tanks located in a carpark level mechanical room. The boiler also serves to provide heating for the corridor ventilation air handling unit.

New domestic hot and cold water piping systems are being installed for the residential floors.

A new duplex water booster system with hydro pneumatic tank is being provided.

STORM DRAINAGE

Drainage for the various roof levels, suite patios, etc. is provided by drains of various pipe sizes and grating covers.

All drains should be serviced, cleaned and repaired as required.

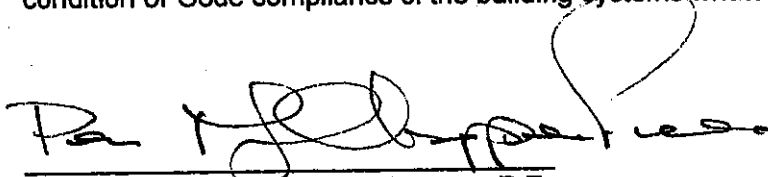
PLUMBING

New plumbing fixtures are being provided in all residential suites.

CONTENT OF REPORT

This report is intended to provide the Owner or his Agent with a general description of the mechanical systems employed in the building and to comment on their general condition at the time of the inspection and to describe the renovation work that is being undertaken. We have not performed any calculations to confirm the adequacy of the mechanical elements.

The inspection undertaken is of a visual nature only. No testing or dismantling of any covering or equipment has been performed. Inspections have been made on a random basis with no attempt to review or inspect every element or portion of the building systems. Based on this limited visual inspection, we cannot ascertain the quality or sufficiency of any particular aspect of the mechanical system. The intent of the inspection is to determine, in a general way, the overall quality and sufficiency of the work and to determine areas of visually obvious deterioration and/or need for repair. Our comments are not a guarantee or warranty of any aspect of the condition or Code compliance of the building systems whatsoever.



Report Prepared By George Steeves, P.Eng.
STERLING, COOPER & ASSOCIATES

**BUILDING ASSESSMENT REPORT
FOR
1212 HOWE STREET
VANCOUVER, B.C.**

PREPARED FOR:

**1212 HOWE STREET CONDOMINIUM
DEVELOPMENTS LTD.
#3502 – 1088 BURRARD STREET
VANCOUVER, B.C.
V6Z 2R9**

PREPARED BY:

**NEMETZ (S/A) & ASSOCIATES LTD.
2009 WEST FOURTH AVENUE
VANCOUVER, B.C.
V6J 1N3**

PROJECT NO. 11172

APRIL 2008

I N D E X

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A. BUILDING DESCRIPTION

1. The building is located at 1212 Howe Street at the corner of Davie Street.
2. The building was completed in 1988 as a residential tower of rental suites with retail rentals on the ground level and a fitness centre on the 2nd floor.
3. The building is seventeen stories above grade with three levels of parking below grade. The ground floor has the lobby and nine (9) retail units all facing the streets of Howe and Davie.
4. Floors 3 to 18 are being substantially renovated.

B. POWER DISTRIBUTION

1. The incoming power service is 12,470 Volts underground from a pole in the lane to the main electrical room on the core of the building.
2. The unit substation on the Ground floor a 1250kVA unit substation with 4000 Amp, 208/120 Volt secondary distribution.
3. There are separate B.C. Hydro meters for:
 - Nine (9) retail units
 - One (1) Fitness Club on the 2nd floor
 - One (1) for common area space (house meter)
 - 150 suites
4. There are meter closets on each level of the tower.
5. There is a 120kW EM diesel generator system to power life safety systems including elevators and exit systems, as well as sump pumps, fire pump and garage gates.
6. The H.V. service equipment does not appear to be in need of maintenance (seismic restraints are being installed on the electrical system).

C. LIGHTING

1. The lobby and corridors lighting has been removed and is being replaced with new energy efficient fixtures.
2. The parkade lighting is being removed and replaced with new energy efficient fixtures to meet the present VBBL code levels.

D. EMERGENCY LIGHTING

1. There is 120kW, 208/120V generator on Ground level, off loading bay. The fuel tank is being replaced.
2. The exit path and stairwell lighting (means of egress) are all powered from the EM generator.

E. EXIT LIGHTING

1. Exit lighting is provided at exterior doors throughout and on interior corridors of the tower. The residential area exit signs are being replaced with new energy efficient type.

F. FIRE ALARM SYSTEM

1. The fire alarm system is Mirtone system. The control panel is located in the Entry Lobby with a CACF annunciator c/w voice communication controls.
2. The Parkade is fully sprinklered and monitored in the fire alarm system. The residential areas are not sprinklered.

G. TELEPHONE SYSTEM

1. The service is underground from the lane to a separate telephone room off the loading bay. There is one (1) incoming 4" raceway for telephone and cable.

H. GENERAL COMMENTS

1. The electrical system installation is a Federal Pioneer Unit substation. The tenant and house distribution and metering are installed with switch and gutter separate components. The labeling should be redone.

I. ITEMS OF CONCERN

1. There was no indication of heating at any of the distribution components. However, a heat scan review of all components of the distribution system is recommended to ensure against any possible weakening of terminations.
2. A five year program of servicing the high voltage switch gear is recommended, to be implemented.
- 3-4. The system should have a seismic review and any deficiencies rectified.
5. The generator fuel tanks should be replaced with a single approved larger unit.

J. COST OF ITEMS

1.	Heat scan of secondary distribution	\$ 3,500.00
2.	Future test and servicing of H.V. Equipment	\$ 3,500.00
3.	Seismic Review	\$ 2,500.00
4.	Seismic Installation	\$10,000.00
5.	Replace existing fuel tanks	\$ 4,000.00

BUILDING ASSESSMENT REPORT
1212 Howe Street, Vancouver, B.C.

K. CONTENTS OF REPORT

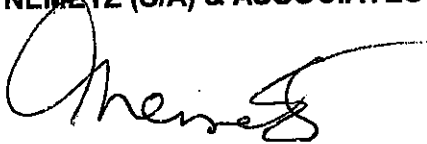
This report is intended to provide account 1212 Howe Street Condominium Developments Ltd. with a general description of the electrical systems employed in the building and to comment on their general condition at the time of the inspection. We have not performed any calculations to confirm the adequacy of the electrical elements.

The inspection undertaken is of a visual nature only. No testing or dismantling of any covering or equipment has been performed. Inspections have been made on a random basis with no attempt to review or inspect every element or portion of the building systems. Based on this limited visual inspection and review of as-built drawings, we cannot ascertain the quality or sufficiency of any particular aspect of the electrical system. The intent of the inspection is to determine, in a general way, the overall quality and sufficiency of the work and to determine areas of visually obvious deterioration and/or need for repair. Our comments are not a guarantee or warranty of any aspect of the condition or Code compliance of the building systems whatsoever.

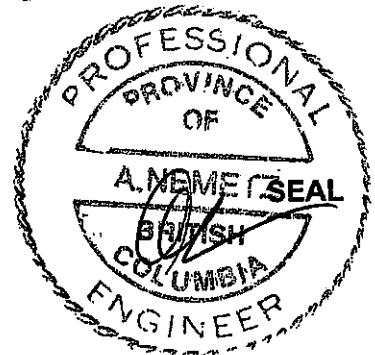
This report was prepared by Nemetz (S/A) & Associates Ltd. for the account 1212 Howe Street Condominium Developments Ltd. The material in it reflects Nemetz (S/A) & Associates Ltd.'s best judgement in light of the information available to it at the time of the preparation. Any use which a third party makes of this report or any reliance on or decisions to be made based on it are the responsibility of such third parties. Nemetz (S/A) & Associates Ltd. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

Reported by: Bill Bolger

NEMETZ (S/A) & ASSOCIATES LTD.



Arnold Nemetz, P. Eng.



~ End of Building Assessment Report ~

AN/BB/mv

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EXHIBIT "H"

COVENANT GB133767

BAND 23 09 52.9

GB133767

GB133767

RECEIVED
LAND TITLE OFFICE

LAND TITLE ACT APPLICATION

FORM 17

NOTE: Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipality and Improvement, Water and Irrigation Districts.

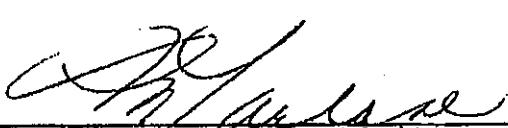
NATURE OF INTEREST: Section 215 Covenant

HEREWITH FEES OF: \$35.00

LEGAL DESCRIPTION: Parcel Identifier 012-144-410
Strata Lot 2, District Lot 541,
Strata Plan VR 2282 together with an
interest in the common property in
proportion to the unit entitlement of the
strata lot as shown on Form 1

FRASER RUDELIER TITLE
SEARCH LTD.

Name, address and telephone number
of person making application:


Maureen St. Cyr, Solicitor
Stikeman, Elliott
Barristers & Solicitors
600-1090 West Pender Street
Vancouver, B.C., V6E 2N7
Phone: 681-0484

11/23/88 A1239h CHG NOM 35/00

FORM 1 (SECTION 35)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and time written hereon.
L. J. O'SHEA, Registrar of the
Vancouver Land Title Office

2

THIS AGREEMENT made as of the 7TH day of November, 1988.

BETWEEN:

PACIFIC CANADIAN HOUSE LIMITED
(Inc. No. 312540)
400-576 Seymour Street
Vancouver, B.C.
V6B 3K1

(herein called the "Developer")

OF THE FIRST PART

AND:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(herein called the "City")

OF THE SECOND PART

WHEREAS:

A. The Developer will be the registered owner of Strata Lot 2, District Lot 541, Strata Plan VR 2282 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1 (herein called "Strata Lot 2") which consists of an area of 882.9 square meters as shown on sheet 11 of Strata Plan VR 2282, a copy of which is attached hereto as Schedule A; and

B. The City requires the Developer to enter into this Agreement concerning the use of Strata Lot 2;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties) the parties, hereby covenant and agree as follows:

1. The Developer hereby covenants and agrees with the City, that so long as the "Building" (as hereinafter defined) exists, the Developer shall:

- (a) provide Strata Lot 2 for the use of the owners and tenants of the strata lots #3 through 152 inclusive of Strata Plan VR 2282 (herein collectively called the "Strata Lots");
- (b) make Strata Lot 2 at all times available to the owners, occupants and tenants of the Strata Lots from time to time at no cost, except for their contributions to the common expenses levied by the Strata Corporation from time to time.

C3133767 3

- 2 -

(c) to furnish Strata Lot 2 to the reasonable satisfaction of the director of social planning of the City of Vancouver.

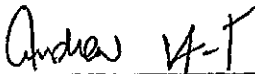
2. The "Building" shall mean that building in which the Strata Lots are located.

3. The covenants herein are made pursuant to section 215 of the Land Title Act as amended.

4. This Agreement shall enure to the benefit of and be binding upon the Developer and its successors and assigns and the City and its successors and assigns.

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

The Common Seal of PACIFIC
CANADIAN HOUSE LIMITED was
hereunto affixed in the presence of:



Authorized Signatory

C/S



Authorized Signatory

The Common Seal of City
of Vancouver was hereunto affixed
in the presence of:



Authorized Signatory

C/S

4

LAND TITLE ACT

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 17 day of November 1988, at the City of Vancouver, in the Province of British Columbia, Andrew G. Brown and Ken Williams who are personally known to me, appeared before me and acknowledged to me that they are the authorized signatory of PACIFIC CANADIAN HOUSE LIMITED and that they are the persons who subscribed their names and affixed the seal of the corporation to the instrument, that they were authorized to subscribe their names and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand and seal of office, at the City of Vancouver, in the Province of British Columbia this 17 day of Nov, 1988.



A Commissioner for taking Affidavits
within British Columbia

08133767

5

LAND TITLE ACT

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 7th day of November, 1988, at the City of Vancouver, in the Province of British Columbia, John L. Mulberry who is personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of CITY OF VANCOUVER and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

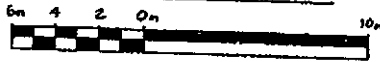
IN TESTIMONY of which I set my hand and ~~seal of office~~, at the City of Vancouver, in the Province of British Columbia this 7th day of November, 1988.

Alan Laurence
A Commissioner for taking Affidavits
within British Columbia

SCHEDULE "A"

SECOND FLOOR
STRATA LOT 2

Scale : 1 : 200



STRATA PLAN VR

END

CB133767

S.L. 2
882.9 m²

Roof Garden
1066.7 m²

L.C.P.
for S.L. 2 To S.L. 152

LEGEND

- S.L. denotes strata lot.
- C.P. denotes common property.
- m² denotes square metres.
- L.C.P. denotes limited common property.

D.F.M.

Oct. 18, 1988

1212 HOWE LIMITED WARRANTY CERTIFICATE

For a *home* in the 1212 Howe Residential Building

Given by 1212 Howe Street Condominium Developments Ltd.

SCHEDULE OF WARRANTY EXPIRY DATES

Notice to the Owner: This warranty covers different components of your *home* for specified periods of time. It is important that the following expiry dates be kept in mind, and the Developer be given prompt notice of any defects covered by Warranty. The Developer will honour valid claims up to close of business on the applicable Expiry Date listed below. (The following descriptions of warranty for each Expiry Date (in brackets) are for convenience only; refer to Section 1 of the Limited Warranty Certificate, "Coverage", and the applicable definitions in Appendix A for a succinct description of the applicable warranty coverage and exclusions.)

Warranty "*New Home Commencement Date*"

1 August 2008

Warranty "*Common Property Commencement Date*"

1 August 2008

Coverages for the *home*

(terms begin on the *New Home Commencement Date*)

All materials and labour

Expires October 2009

Coverages for *Common Property*

(terms begin on *Common Property Commencement Date*)

• All materials and labour

Expires October 2009

• Building Envelope

Expires October 2013

This is a Limited Warranty, and it does not cover all components of the *residential building*. Read this certificate thoroughly. The Warranty contained in this Limited Warranty Certificate is the only warranty on your *home* which is binding upon the Developer.

In this Certificate, any terminology printed in *italics* is defined in Appendix A.

"Developer" means 1212 Howe Street Condominium Developments Ltd.

PART 1: COVERAGE

MATERIALS AND LABOUR WARRANTY

1. Beginning on the applicable *Commencement Date*, this Limited Warranty includes:
 - (a) until October 2009, any defect in materials and labour; and
 - (b) until October 2013, any building envelope defect.

Warranty Limits

2. This warranty is limited, for all claims under warranty applicable to the *home*, to:
 - (i) for all defects in the *Home*, to the maximum amount of \$100,000.00.
 - (ii) for all defects in the *Common Property* of a building, to the maximum amount of \$1,000,000.00.

Components Excluded From Warranty

3. The following components, constructions, buildings, and materials are excluded from this warranty coverage:
 - (a) landscaping, both hard and soft, including plants, fencing, detached patios, planters, gazebos and similar structures (though a *required retaining wall* is not excluded from this warranty);
 - (b) non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of the *home*;
 - (c) any commercial use area and any construction associated with a commercial use area;
 - (d) roads, curbs and lanes (though driveways and walkways are not excluded from this warranty);
 - (e) site grading and surface drainage, unless on the applicable *Commencement Date* the construction did not conform with the *Building Code*;
 - (f) the operation of municipal services, including sanitary and storm sewers;
 - (g) the quality of quantity of water, either from a piped municipal water supply or from a well.

Defects or Conditions Excluded from Warranty

4. The following conditions or defects are excluded from warranty coverage under this policy:
- (a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
 - (b) normal shrinkage of materials caused by drying after construction;
 - (c) any loss or damage which arises while a new *home* is being used primarily or substantially for non-residential purposes;
 - (d) materials, labour or design supplied by an owner;
 - (e) any damage to the extent that it is caused or made worse by an *owner* or third party (other than the Developer of its employees, agents or subcontractors), including
 - (i) negligent or improper maintenance or improper operation;
 - (ii) failure to comply with the warranty requirements of the manufacturers of appliances, equipment or fixtures;
 - (iii) alterations of the new *home*, including the conversion of non-living space into living space or the conversion of a dwelling unit into two or more units, unless the alterations were undertaken by the Developer under the sales contract; and
 - (iv) changes to the grading of the ground.
 - (f) any damage to the extent that it is caused by the failure of an *owner* to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to the Developer of a defect or discovered loss or a potential defect or loss;
 - (g) any damage caused by insects or rodents or other animals;
 - (h) accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level of the underground water table which are not reasonably foreseeable by the Developer;
 - (i) bodily injury or damage to personal property or real property which is not part of the *home*;
 - (j) any defect in, or caused by, materials or work supplied by anyone other than the Developer or its employees, agents or subcontractors;

- (k) changes, alterations or additions made to a new *home* by anyone after initial occupancy, except those performed by the Developer or its employees, agents or subcontractors as required under Warranty or under the construction contract or sales agreement for the new *home* and any resultant damage;
- (l) contaminated soil;
- (m) subsidence of the land around a new *home* or along utility lines, other than subsidence beneath footings of a new *home* or under driveways or walkways;
- (n) diminution in value of the new *home*.

Living-Out Allowance

- 5. If repairs are required under this warranty and the damage to the *home* or the extent of the repairs makes the *home* uninhabitable, this warranty will not cover the expenses incurred by the *owner* to find alternate accommodation.

Warranty on Repairs

- 6. All repairs and replacements made under this warranty are warranted against defects in materials and labour until the later of:
 - (a) the first anniversary of the date of completion of the repair or replacement; and
 - (b) the expiry of the applicable new *home* warranty coverage.

PART 2: CONDITIONS

Notice of Defects

- 7.
 - (a) within a reasonable time after the discovery of a defect and before the expiry of the applicable *home* warranty coverage, the *owner* must give written notice to the Developer.
 - (b) written notice of a defect must be in reasonable detail, must set out a specific defect covered by the *home* warranty certificate;
 - (c) the Developer cannot provide warranty coverage for any defects of which the Developer was not notified pursuant to this Section, even if such defects would otherwise be covered.

Duties of the Owner

- 8. As conditions of this warranty, the *Owner* must:

- (a) properly maintain the *home*;
 - (b) ensure that surface water is always directed away from the foundation of the *home*;
 - (c) not permit the *home* to be used other than primarily as a residence;
 - (d) not permit damage to a *residential building* to worsen from non-discovery of indications of a defect due to absence of the *owner*, where indications of such defect would normally have been noticeable by a reasonably prudent person occupying the *home*;
 - (e) mitigate any damage to a new *home*, even if the *Owner* does not occupy the *home*, by providing notice of the defect in writing to the Developer as soon as reasonably possible after discovering the defect, or after indications of water penetration or other defect first become evident, including such indications as:
 - (i) water staining on interior surfaces;
 - (ii) water penetration into wall cavities, ceiling or roof spaces, or other areas of the building, even if such does not appear to be causing damage;
 - (iii) water or dampness in carpeting or other floor finishes;
 - (iv) moulds or mildew in areas of the *home* where such might be caused by water penetration;
 - (f) where a defect requires immediate attention to prevent or reduce damage to the *home*, take all reasonable steps to restrict damage;
 - (g) grant the Developer access to the *home* at all reasonable times to undertake inspection, investigation, monitoring or repair;
 - (h) provide the Developer with all information and documentation that the *owner* has available, as required to investigate a claim or to evaluate maintenance requirements or to undertake repairs.
9. To the extent that damage to a new *home* is caused or made worse by the failure of an *owner* to take reasonable steps to mitigate, prevent or reduce damage or loss as set out in Section 8, or to provide access for inspection or repair, or to provide information and documentation required to investigate a claim or undertake repairs, such damage may, at the Developer's option, be excluded from *home* warranty coverage.
10. The *Owner's* duty to mitigate damage to the building survives even if
- (a) the new *home* is unoccupied;
 - (b) the new *home* is occupied by other than the *Owner*; or

- (c) the *Owner* notifies the *Strata Corporation*.

PART 3: OTHER WARRANTY CONDITIONS

Arbitration

11. If a dispute between the Developer and an *Owner* arising under *home* warranty insurance cannot be resolved by informal negotiation within a reasonable time, the *Owner* may elect to have the dispute decided pursuant to the *Commercial Arbitration Act* by delivering to the Developer written request to arbitrate. Such arbitration shall be conducted by a single arbitrator as set out in the *Commercial Arbitration Act*.

Transfer of Warranty to Subsequent Purchasers

12. In the event that ownership of the *home* changes during the term of this warranty,
- (a) no notice to the Developer is required, as the *home* warranty pertains solely to the new *home* for which it provides coverage and the related *Common Property*;
 - (b) all of the applicable unused benefits under *home* warranty are automatically transferred to the new *Owner*; and
 - (c) the new *Owner* is not entitled to any benefits under the Limited Warranty that would not have accrued to the *Owner* had the *Owner* retained ownership of the *home*.

Subrogated Rights

13. Where the Developer makes a payment or assumes liability for any payment or repair under this policy, the Developer is subrogated to all rights of recovery of the *Owner* against any person or persons who may have caused or contributed to the requirement for the payment or repair under this policy, and the Developer may bring an action, at its expense, in the name of the *Owner* or the *Strata Corporation* or the Developer, to enforce such rights.
14. Where the Developer brings an action to enforce subrogated rights, the *Owner* must fully support and assist the Developer in the pursuit of those rights.

**1212 HOWE STREET CONDOMINIUM
DEVELOPMENTS LTD.**

Per:

Authorized Signatory

APPENDIX "A"

1. DEFINITIONS

In this Limited Warranty:

"Building Code" means the Building Code applicable to the new *home*.

"Building Code Defect" means an instance of non-compliance with the Building Code applicable to the new *home*, if that non-compliance

(a) constitutes an unreasonable health or safety risk, or

(b) has resulted in, or is likely to result in, material damage to the new *home*.

"Building Envelope Defect" means a defect which results in unintended water leakage from the exterior through the building envelope such that it causes, or is likely to cause, damage to the *home*.

"Building Inspector" means the Authority having jurisdiction as defined by the BC Building Code.

"Commencement Date" means the *Common Property Commencement Date* or the *New Home Commencement Date*, as applicable.

"Common Property Commencement Date" means the date shown on the face of this certificate for the commencement of the warranty on the *Common Property* of the *Residential Building* in which the *home* is situated.

"Common Property" has the same meaning as the *Strata Property Act* but is limited to only the common property associated with or serving the *Residential Building* in which the *home* is situated, and does not include land.

"Developer" means 1212 Howe Street Condominium Developments Ltd.

"Home" means a residential unit in a building constructed by the Developer.

"New Home Commencement Date" means the date shown on the face of this certificate for the commencement of the warranty on this *home*.

"Owner" means the person who owns the new *home*, and in the case of *Common Property*, may include the *Strata Corporation*.

"Project" means the *residential building* or, if there is more than one, all of the *residential buildings* included in a single *Strata Corporation*, plus associated common property.

"Purchaser" means the person or persons who purchased the new *home* from the Developer.

"Required Retaining Wall" means a retaining wall that is required by the *Building Inspector* to be engineered, or a retaining wall that is reasonably required for the direct support of, or to retain soil away from, a new *home*, a driveway or a walkway.

"Residential Building" means a building containing one or more *homes* in a strata project, and includes a multi-unit building.

"Strata Corporation" carries the same meaning as the *Strata Property Act*.

1212 HOWE LIMITED COMMON PROPERTY WARRANTY CERTIFICATE

For the *Common Property* of a Strata Residential Building

Given by 1212 Howe Street Condominium Developments Ltd.

SCHEDULE OF WARRANTY EXPIRY DATES

Notice to the *Strata Corporation*: This warranty covers different components of the *Common Property* for the *Residential Building* for specified periods of time. It is important that the following expiry dates be kept in mind, and the Developer be given prompt notice of any defects covered by Warranty. The Developer will honour valid claims up to close of business on the applicable Expiry Date listed below. (The following descriptions of warranty for each Expiry Date (in brackets) are for convenience only; refer to Section 1 of the Limited Warranty Certificate, "Coverage"), and the applicable definitions in Appendix A for a succinct description of the applicable warranty coverage and exclusions.)

Warranty "*New Home Commencement Date*" 1 August 2008

Warranty "*Common Property Commencement Date*" 1 August 2008

Coverages for the home
(terms begin on the *New Home Commencement Date*)

All materials and labour Expires October 2009

Coverages for Common Property
(terms begin on *Common Property Commencement Date*)

• All materials and labour Expires October 2009

• Building Envelope Expires October 2013

This is a Limited Warranty, and it does not cover all components of the *residential building*. Read this certificate thoroughly. The Warranty contained in this Limited Warranty Certificate is the only warranty on the *Common Property* of the *Residential Building* which is binding upon the Developer.

In this Certificate, any terminology printed in *italics* is defined in Appendix A.

"Developer" means 1212 Howe Street Condominium Developments Ltd.

PART 1: COVERAGE

COMMON PROPERTY MATERIALS AND LABOUR WARRANTY

1. Beginning on the applicable *Common Property Commencement Date*, this Limited Warranty includes:
 - (a) until October 2009, any defect in materials and labour; and
 - (b) until October 2013, any building envelope defect.

Warranty Limits

2. This warranty is limited, for all claims under warranty applicable to the *Common Property of the Residential Building*, to:
 - (i) for all defects in the *Home*, to the maximum amount of \$100,000.00.
 - (ii) for all defects in the *Common Property* of a building, to the maximum amount of \$1,000,000.00.

Components Excluded From Warranty

3. The following components, constructions, buildings, and materials are excluded from this warranty coverage:
 - (a) landscaping, both hard and soft, including plants, fencing, detached patios, planters, gazebos and similar structures (though a *required retaining wall* is not excluded from this warranty);
 - (b) non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of the *Common Property*;
 - (c) any commercial use area and any construction associated with a commercial use area;
 - (d) roads, curbs and lanes (though driveways and walkways are not excluded from this warranty);
 - (e) site grading and surface drainage;
 - (f) the operation of municipal services, including sanitary and storm sewers;
 - (g) the quality or quantity of water, either from a piped municipal water supply or from a well.

Defects or Conditions Excluded from Warranty

4. The following conditions or defects are excluded from warranty coverage under this policy:
- (a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
 - (b) normal shrinkage of materials caused by drying after construction;
 - (c) any loss or damage which arises while the *Common Property* is being used primarily or substantially for non-residential purposes;
 - (d) materials, labour or design supplied by an owner;
 - (e) any damage to the extent that it is caused or made worse by an owner, the *Strata Corporation* or its employees, or agents, or third party (other than the Developer of its employees, agents or subcontractors), including
 - (i) negligent or improper maintenance or improper operation;
 - (ii) failure to comply with the warranty requirements of the manufacturers of appliances, equipment or fixtures;
 - (iii) changes to the grading of the ground.
 - (f) any damage to the extent that it is caused by the failure of the *Strata Corporation* to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to the Developer of a defect or discovered loss or a potential defect or loss;
 - (g) any damage caused by insects or rodents or other animals;
 - (h) accidental loss or damage from acts of nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level of the underground water table which are not reasonably foreseeable by the Developer;
 - (i) bodily injury or damage to personal property or real property which is not part of the *Common Property*;
 - (j) any defect in, or caused by, materials or work supplied by anyone other than the Developer or its employees, agents or subcontractors;
 - (k) changes, alterations or additions made to the *Common Property* by anyone after initial occupancy, except those performed by the Developer or its employees,

agents or subcontractors as required under Warranty or under the construction contract or sales agreement for the *Common Property* and any resultant damage;

- (l) contaminated soil;
- (m) subsidence of the land around the *Common Property* or along utility lines, other than subsidence beneath footings of the *Common Property* or under driveways or walkways.

Warranty on Repairs

- 5. All repairs and replacements made under this warranty are warranted against defects in materials and labour until the later of:
 - (a) the first anniversary of the date of completion of the repair or replacement; and
 - (b) the expiry of the applicable *Common Property* warranty coverage.

PART 2: CONDITIONS

Notice of Defects

- 6.
 - (a) within a reasonable time after the discovery of a defect and before the expiry of the applicable warranty coverage, the *Strata Corporation* or its property manager must give written notice to the Developer;
 - (b) written notice of a defect must be in reasonable detail, must set out a specific defect covered by the *Common Property* warranty certificate.
 - (c) the Developer cannot provide warranty coverage for any defects of which the Developer was not notified pursuant to this Section, even if such defects would otherwise be covered.

Duties of the Owners and *Strata Corporation*

- 7. As conditions of this warranty, the *Owner* and *Strata Corporation* must:
 - (a) properly maintain the *Common Property*;
 - (b) ensure that surface water is always directed away from the foundation of the *Common Property*;
 - (c) mitigate any damage to the *residential building* by providing notice of the defect in writing to the Developer as soon as reasonably possible after discovering the defect, or after indications of water penetration or other defect first become evident, including such indications as:

- (i) water staining on interior surfaces;
 - (ii) water penetration into wall cavities, ceiling or roof spaces, or other areas of the building, even if such does not appear to be causing damage;
 - (iii) water or dampness in carpeting or other floor finishes;
 - (iv) moulds or mildew in areas of the *residential building* where such might be caused by water penetration;
- (d) where a defect requires immediate attention to prevent or reduce damage to the *residential building*, take all reasonable steps to restrict damage;
- (e) grant the Developer access to the *residential building* at all reasonable times to undertake inspection, investigation, monitoring or repair;
- (f) provide the Developer with all information and documentation that the *Strata Corporation* has available, as required to investigate a claim or to evaluate maintenance requirements or to undertake repairs.
8. To the extent that damage to a the *Common Property* is caused or made worse by the failure of a *Strata Corporation* or an *owner* to take reasonable steps to mitigate, prevent or reduce damage or loss as set out in Section 8, or to provide access for inspection or repair, or to provide information and documentation required to investigate a claim or undertake repairs, such damage may, at the Developer's option, be excluded from *home warranty coverage*.
9. The *Owner's* duty to mitigate damage to the building survives even if
- (a) the new *home* is unoccupied;
 - (b) the new *home* is occupied by other than the *Owner*; or
 - (c) the *Owner* notifies the *Strata Corporation*.

PART 3: OTHER WARRANTY CONDITIONS

Arbitration

10. If a dispute between the Developer and a *Strata Corporation* arising under this *home warranty* cannot be resolved by informal negotiation within a reasonable time, the *Strata Corporation* may elect to have the dispute decided pursuant to the *Commercial Arbitration Act* by delivering to the Developer written request to arbitrate. Such arbitration shall be conducted by a single arbitrator as set out in the *Commercial Arbitration Act*.

11. Except as set out in the *Act* and its regulations, the Developer is not bound by any expressed or implied warranties or representations made by the Developer to any Purchaser or to the *Strata Corporation*.

Subrogated Rights

12. Where the Developer makes a payment or assumes liability for any payment or repair under this policy, the Developer is subrogated to all rights of recovery of the *Strata Corporation* and its members against any person or persons who may have caused or contributed to the requirement for the payment or repair under this policy, and the Developer may bring an action, at its expense, in the name of one or more *Owners* or of the *Strata Corporation* or the Developer, to enforce such rights.
13. Where the Developer brings an action to enforce subrogated rights, the *Strata Corporation* must fully support and assist the Developer in the pursuit of those rights.

1212 HOWE STREET CONDOMINIUM DEVELOPMENTS LTD.

Per:

Authorized Signatory

APPENDIX "A"

1. DEFINITIONS

In this Limited Warranty:

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- (a) constitutes an unreasonable health or safety risk, or
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"Common Property Commencement Date" means the date shown on the face of this certificate for the commencement of the warranty on the *Common Property* of the *Residential Building* in which the *home* is situated.

"Common Property" has the same meaning as the *Strata Property Act* but is limited to only the common property associated with or serving the *Residential Building* in which the *home* is situated, and does not include land.

"Defect" means any design or construction, that is contrary to the building code or that requires repair or replacement due to the negligence of a residential builder or person for whom the residential builder is responsible at law.

"Developer" means 1212 Howe Street Condominium Developments Ltd.

"Home" means a residential unit in a building constructed by the Developer.

"New Home Commencement Date" means the date shown on the face of this certificate for the commencement of the warranty on this *home*.

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"Strata Corporation" carries the same meaning as the *Strata Property Act*.

EXHIBIT "J"

1212 HOWE STREET UPGRADES

Common Areas

- Complete removal and replacement of the building envelope.
- Installation of new roofing on tower and terraces and waterproof coating on balconies.
- Waterproofing of two levels of the underground parkade.
- Complete removal and replacement of balcony and terrace railings.
- Complete modernization of both elevators.
- Painting of parkade walls and columns.
- New enterphone/security system.
- New lobby entrance canopy.
- Installation of new wallpaper, carpet, paint and lighting in common corridors.
- New lobby floors, walls, ceilings, lighting and entry doors.
- New overhead parkade gate on level P1.
- New storage lockers.

In-suite Areas

- Complete removal and replacement of all of the plumbing systems, including all piping and plumbing fixtures (sinks, toilets, tubs, showers and faucets) and hot water heating systems.
- Complete removal and replacement of all kitchen and bathroom cabinets and countertops.
- Complete removal and installation of new appliances: fridge, stove, dishwasher, garburator, microwave/hood-fan, washer and dryer.
- Complete removal and installation of new suite entry, interior and closet doors.
- Complete repainting of all walls and ceilings.
- Installation of new electrical wiring and baseboard heaters.
- Complete removal and replacement of all flooring with new carpet and tile flooring.
- Complete removal and replacement of all window coverings.

