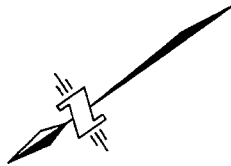


# BUILDING 1 LEVEL 14

SCALE 1 : 200



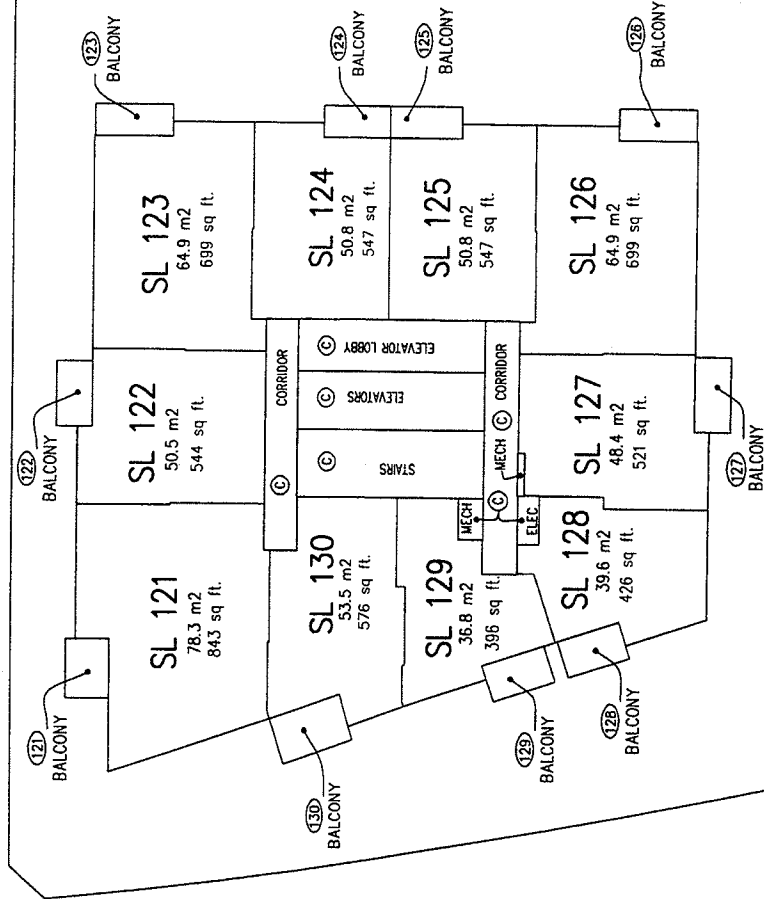
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



### LEGEND

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- COMMON PROPERTY
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

SHEET 22 OF 44 SHEETS

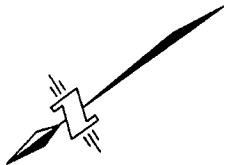


# BUILDING 1 LEVEL 15

SCALE 1 : 200

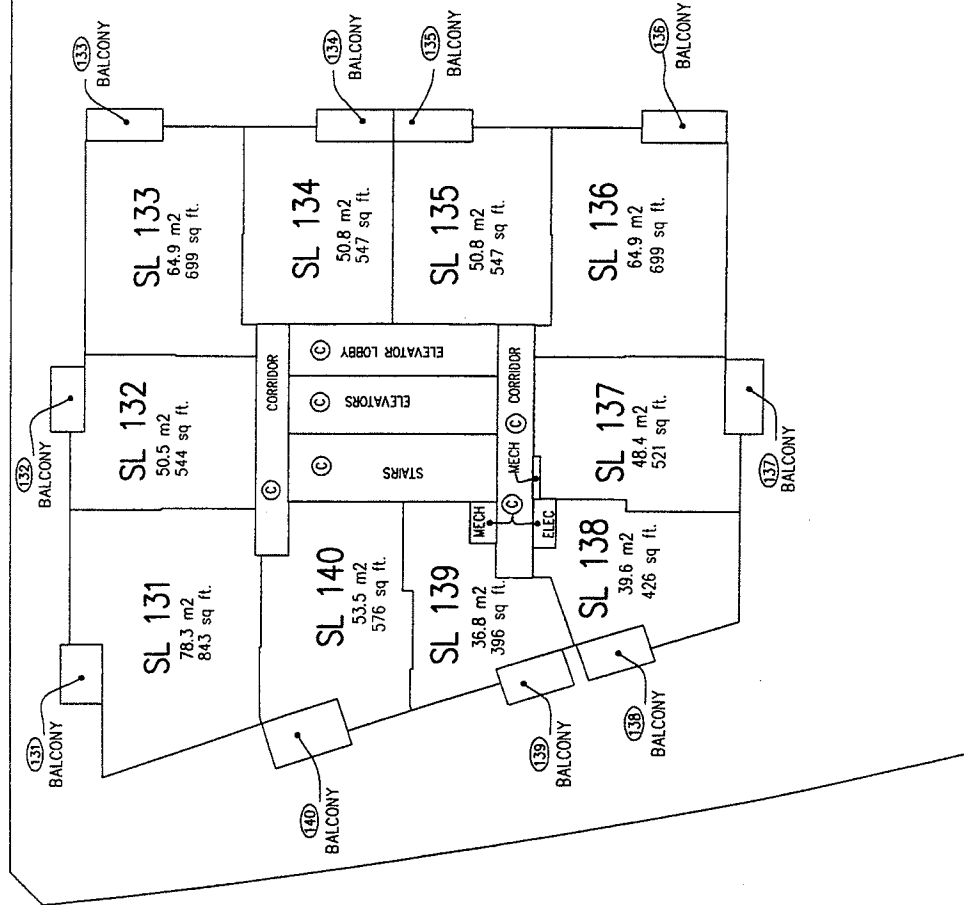


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



### LEGEND

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- COMMON PROPERTY
- (31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

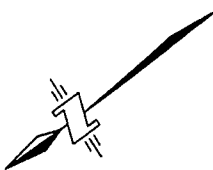


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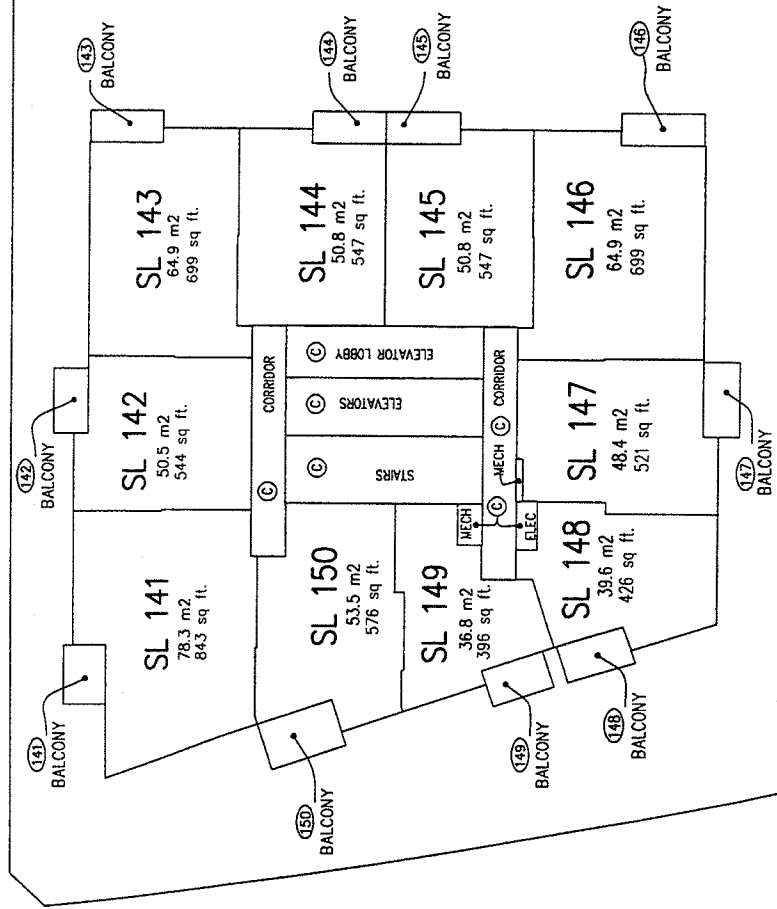
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



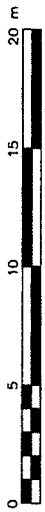
- LEGEND**
- SL STRATA LOT
  - ELEC DENOTES ELECTRICAL
  - MECH DENOTES MECHANICAL
  - (C) COMMON PROPERTY
  - (31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)



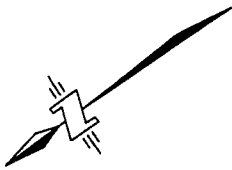
McELHANNAY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07509-01  
 DATE: 14 APRIL 2010

# BUILDING 1 LEVEL 17

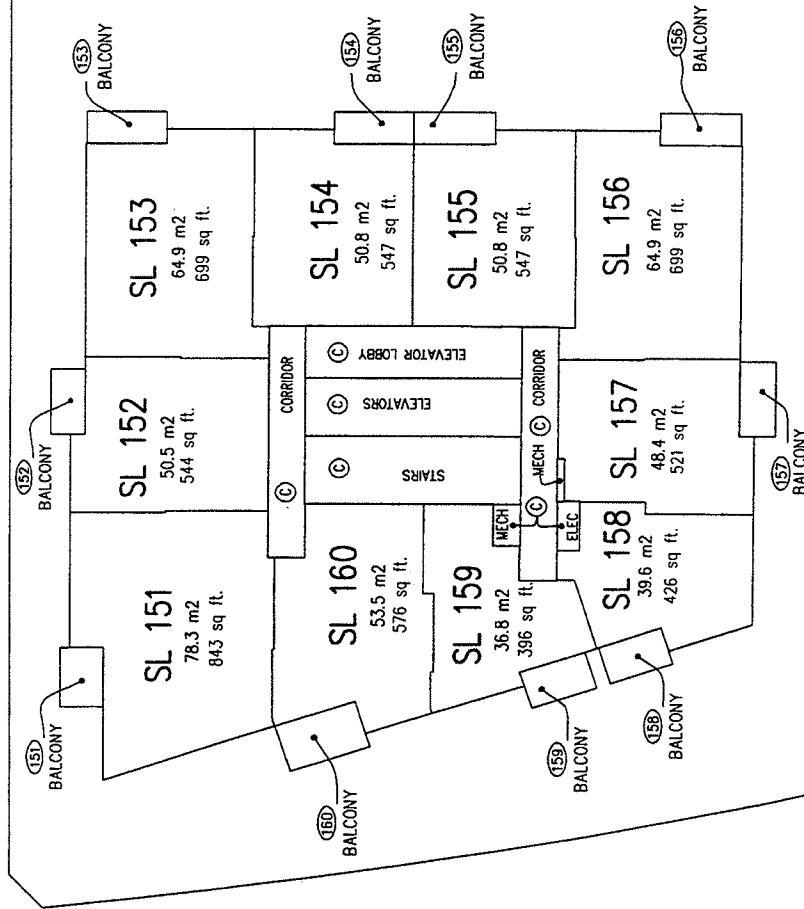
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

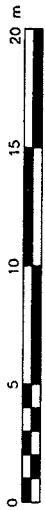


- LEGEND**
- SL — STRATA LOT
  - ELEC — DENOTES ELECTRICAL
  - MECH — DENOTES MECHANICAL
  - ⊙ — COMMON PROPERTY
  - ① — DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

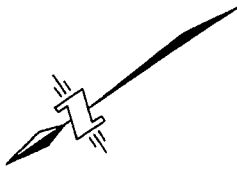


# BUILDING 1 LEVEL 18

SCALE 1 : 200



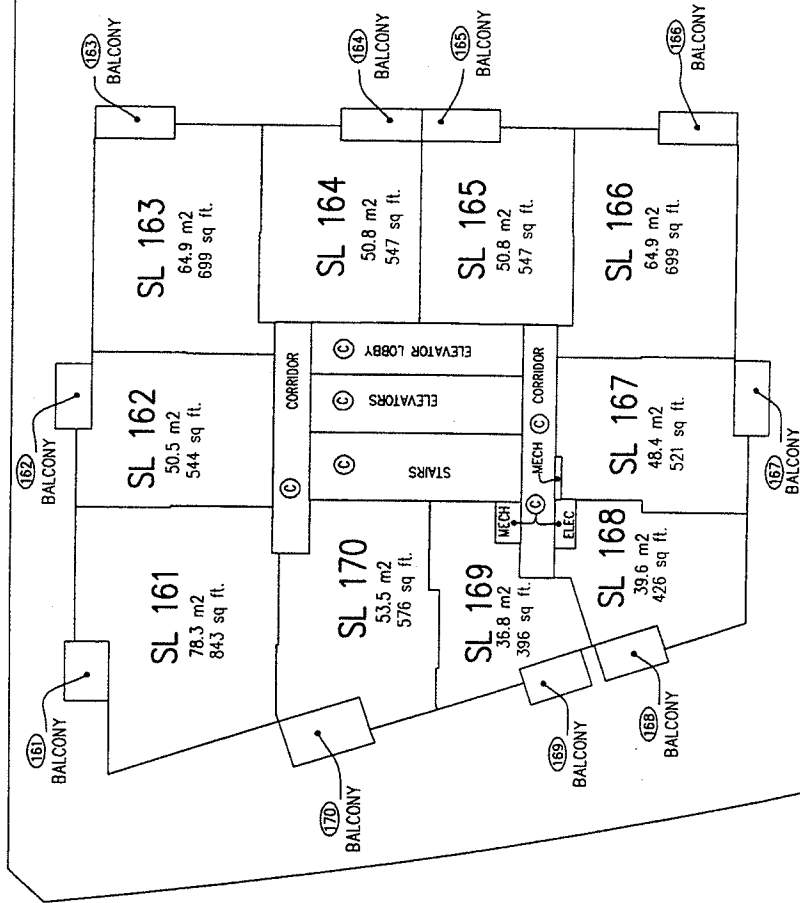
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



### LEGEND

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- (C) COMMON PROPERTY
- (31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

SHEET 26 OF 44 SHEETS



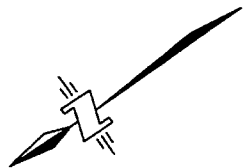
McELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
FILE: 2112-07909-01  
DATE: 14 APRIL 2010

# BUILDING 1 LEVEL 19

SCALE 1 : 200



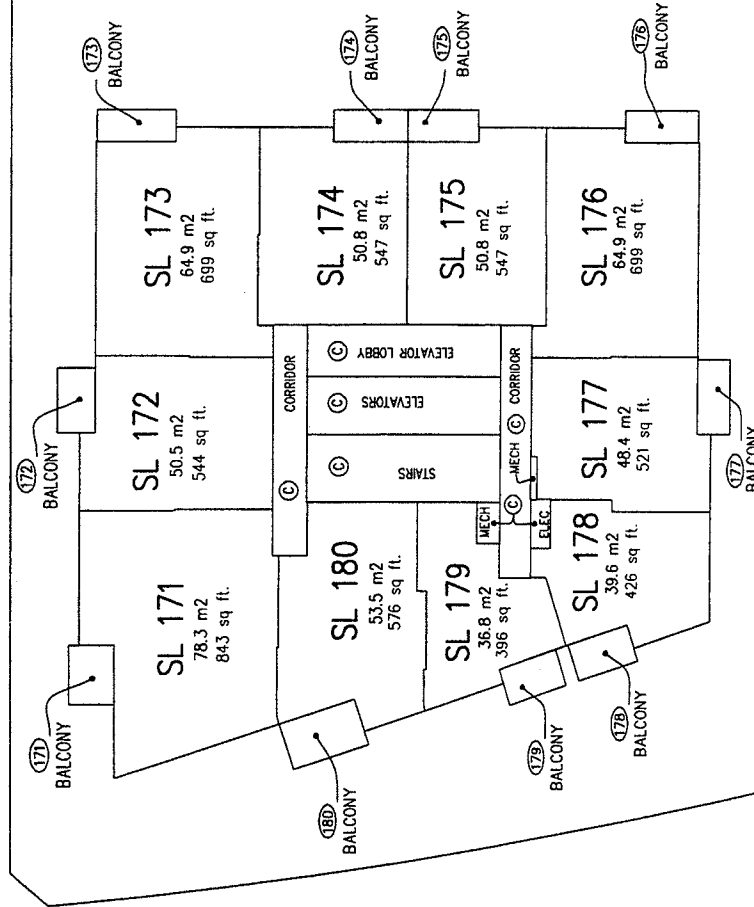
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



### LEGEND

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- COMMON PROPERTY
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

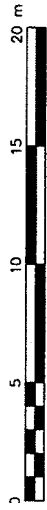
SHEET 27 OF 44 SHEETS



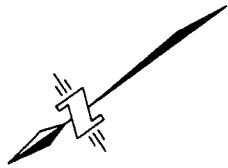
McELHANNAY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

# BUILDING 1 LEVEL 20

SCALE 1 : 200



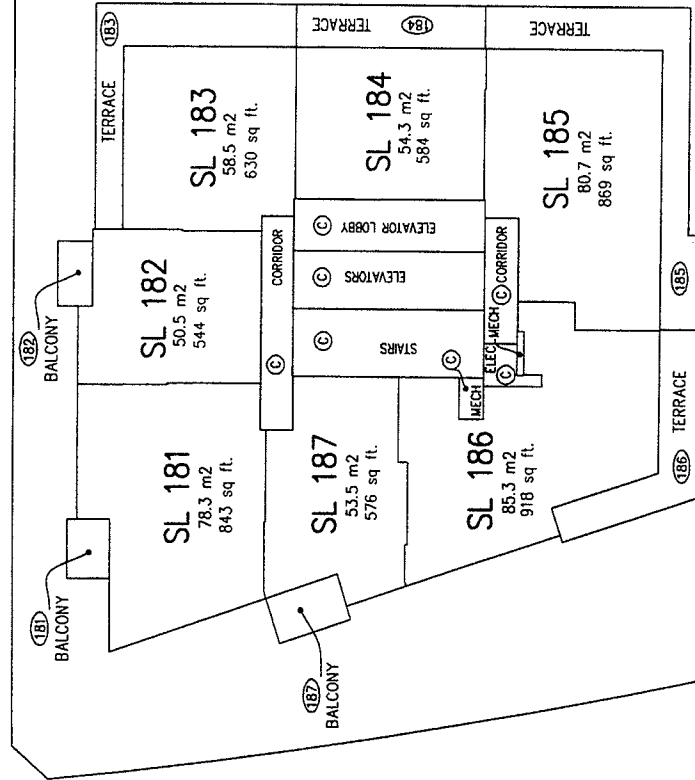
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



**LEGEND**

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊕ COMMON PROPERTY
- Ⓢ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

SHEET 28 OF 44 SHEETS



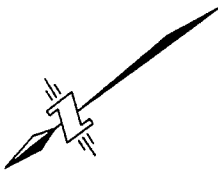
MCELHANNAY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

# BUILDING 1 LEVEL 21

SCALE 1 : 200

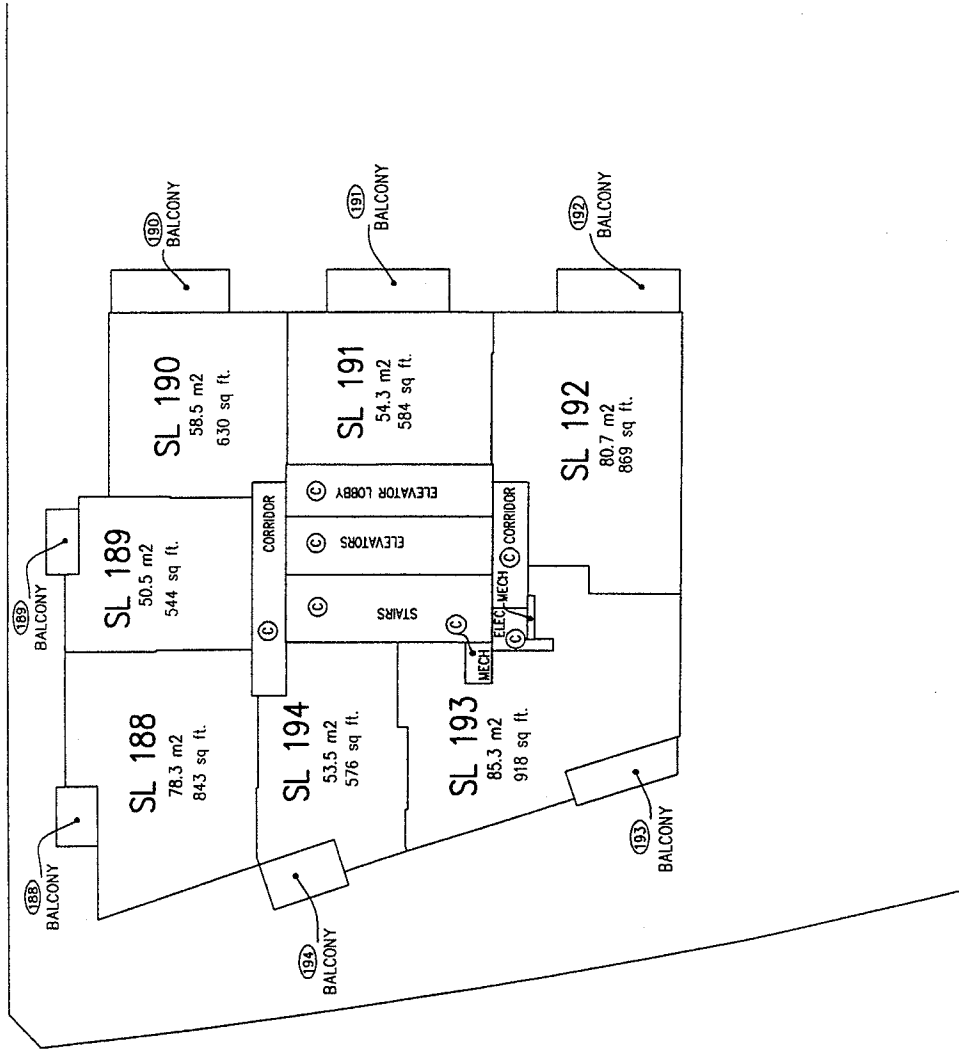


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



**LEGEND**

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊙ COMMON PROPERTY
- ③ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)



McELHANNY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

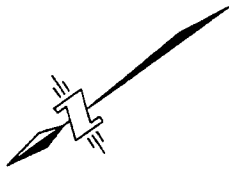


# BUILDING 1 LEVEL 22

SCALE 1 : 200



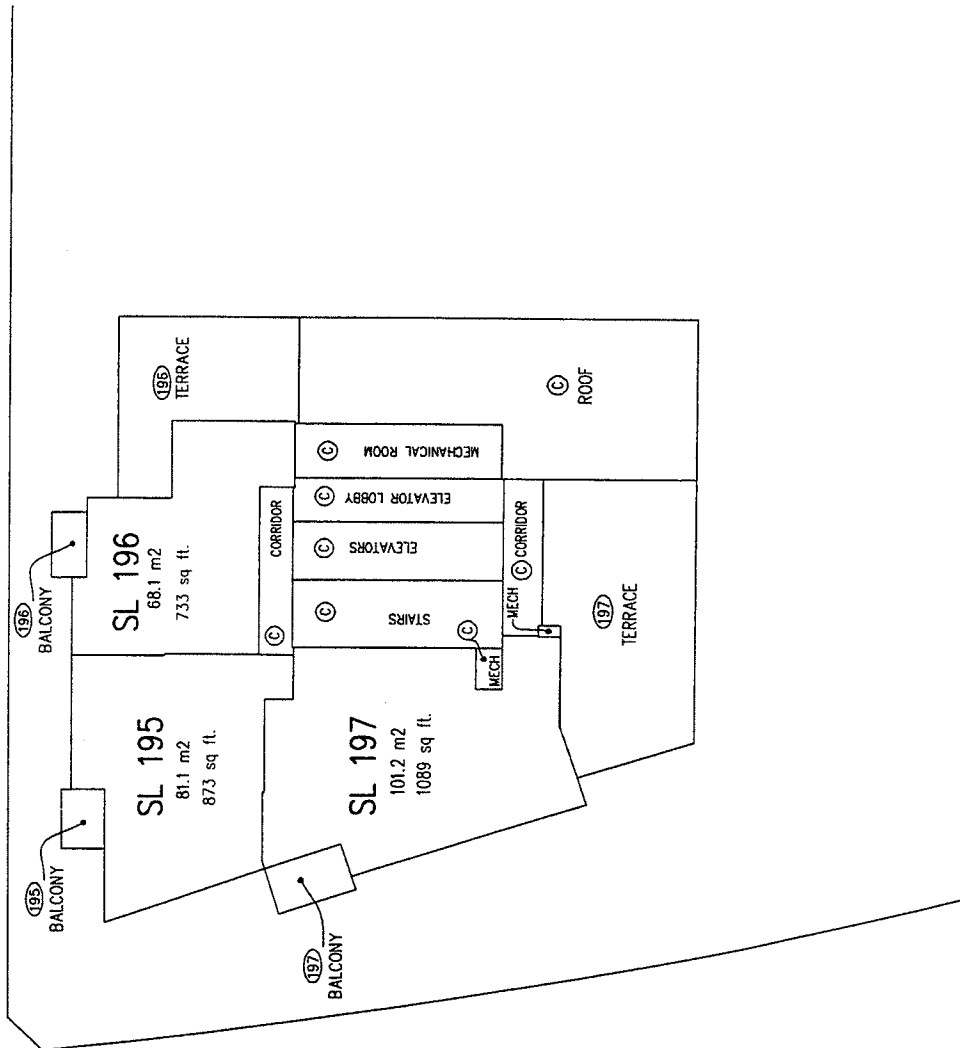
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



**LEGEND**

- SL — STRATA LOT
- ELEC — DENOTES ELECTRICAL
- MECH — DENOTES MECHANICAL
- (C) — COMMON PROPERTY
- (31) — DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

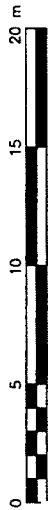
SHEET 30 OF 44 SHEETS



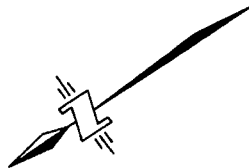
McELHANNAY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

# BUILDING 1 MECHANICAL LEVEL

SCALE 1 : 200

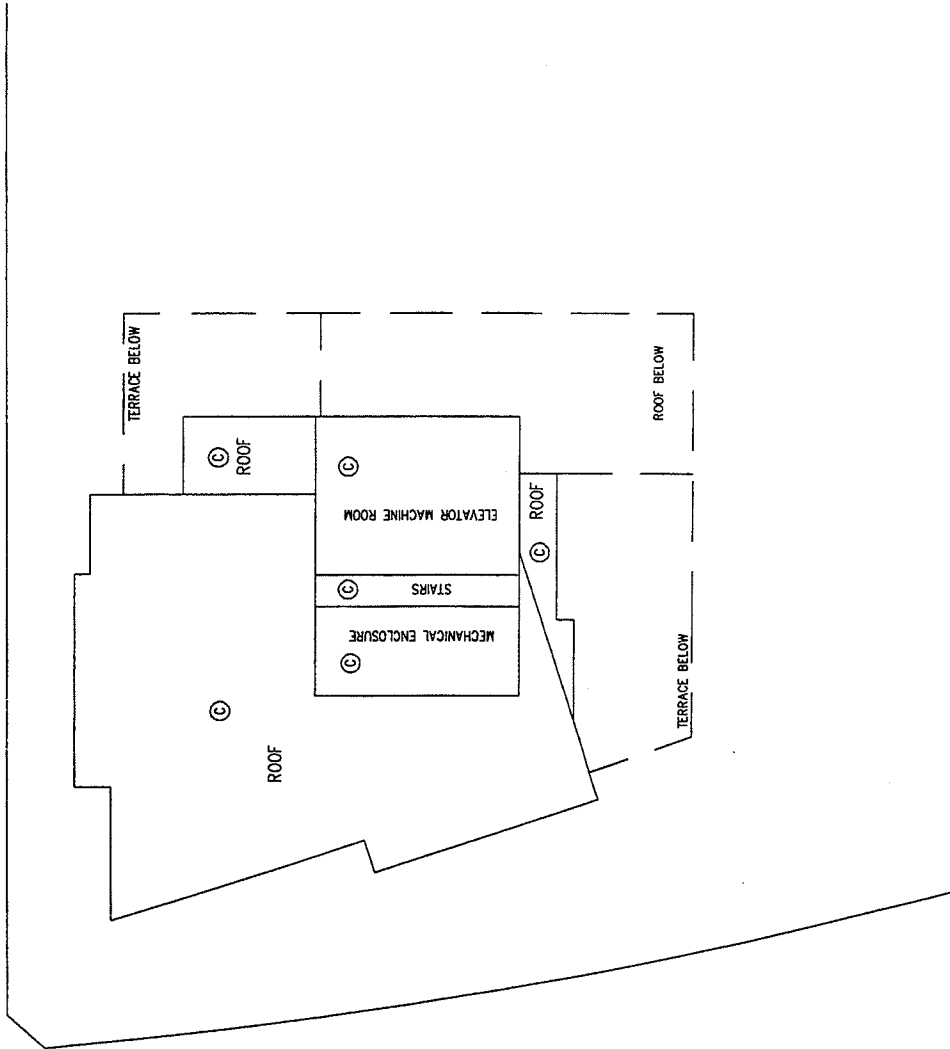


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



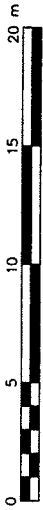
### LEGEND

- ELEC ——— DENOTES ELECTRICAL
- MECH ——— DENOTES MECHANICAL
- Ⓢ ——— COMMON PROPERTY

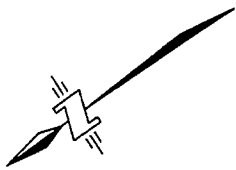


# BUILDING 1 ROOF LEVEL

SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



## LEGEND

Ⓢ COMMON PROPERTY

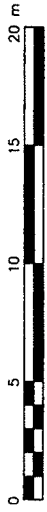
SHEET 32 OF 44 SHEETS



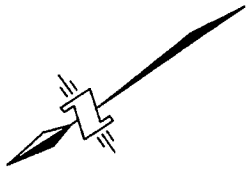
McELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
FILE: 2112-07909-01  
DATE: 14 APRIL 2010

# BUILDING 2 GROUND LEVEL

SCALE 1 : 200

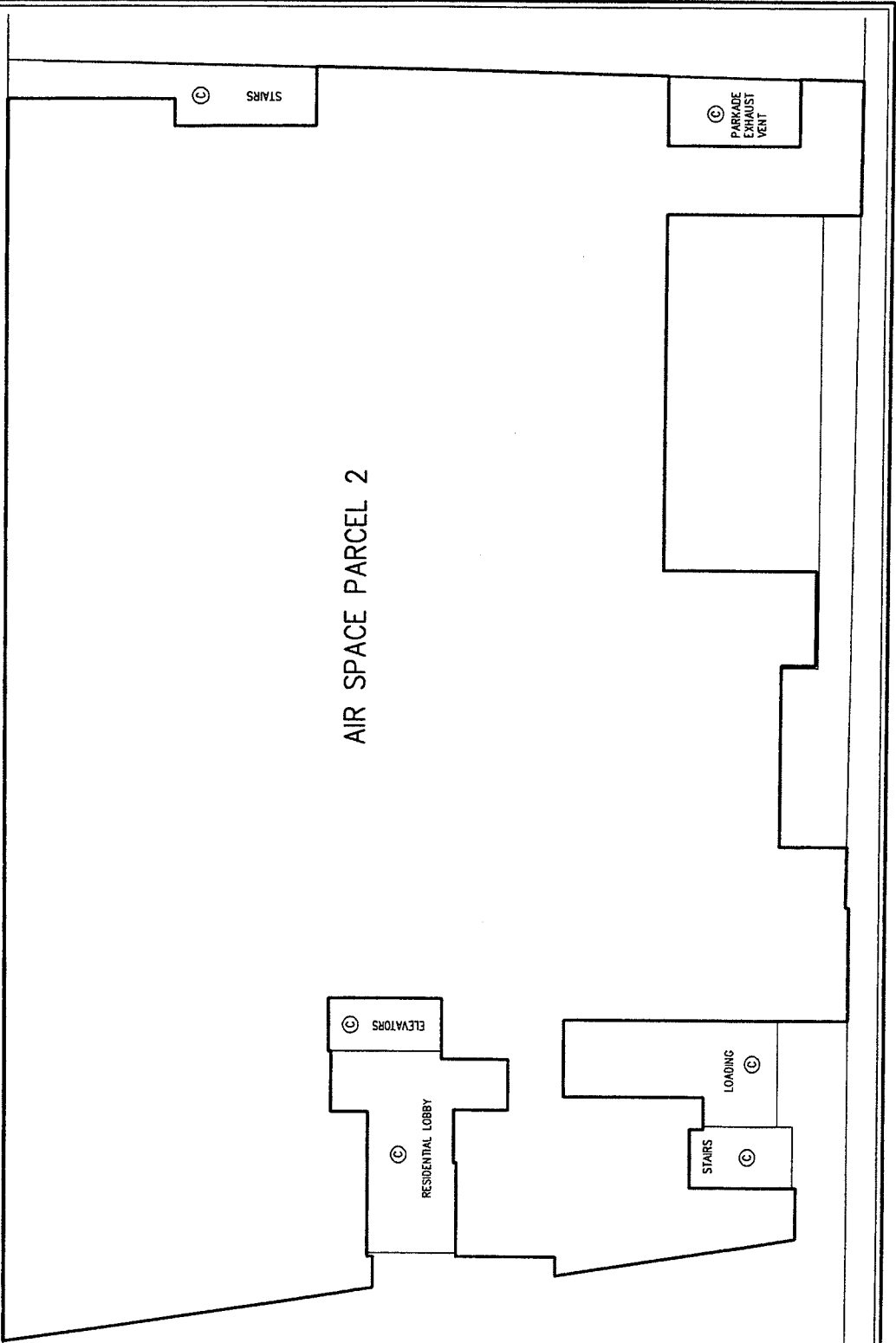


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



### LEGEND

- ELEC. ——— DENOTES ELECTRICAL
- MECH. ——— DENOTES MECHANICAL
- Ⓢ ——— COMMON PROPERTY



McELHANNAY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

**BUILDING 2 GROUND LEVEL UPPER**

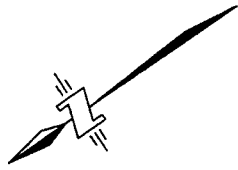
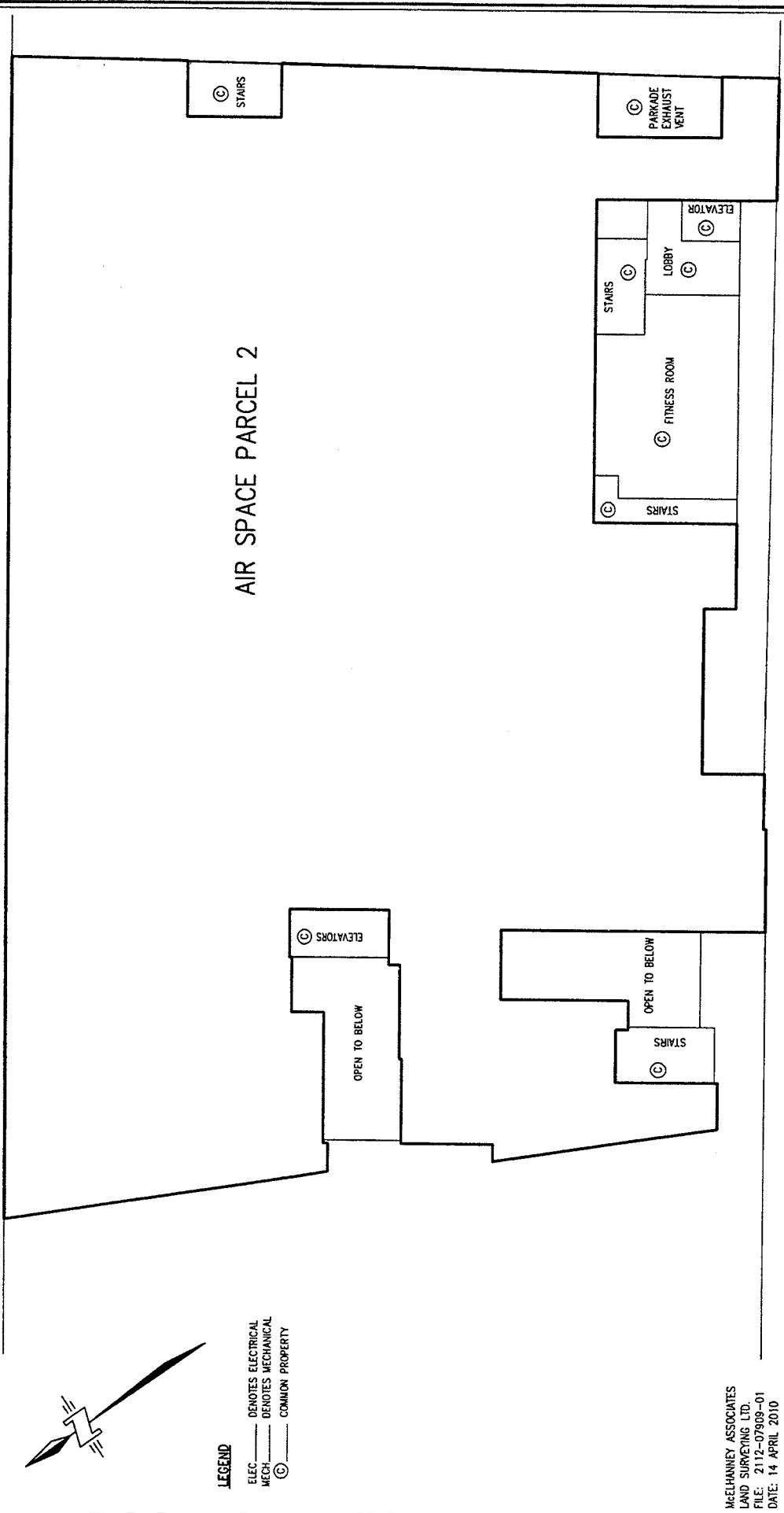
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

SHEET 34 OF 44 SHEETS

**AIR SPACE PARCEL 2**



**LEGEND**

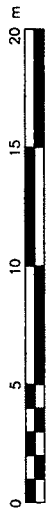
- ELEC ——— DENOTES ELECTRICAL
- MECH ——— DENOTES MECHANICAL
- ⊙ ——— COMMON PROPERTY

McELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
FILE: 2112-07909-01  
DATE: 14 APRIL 2010

# BUILDING 2 GROUND LEVEL MEZZANINE

SHEET 35 OF 44 SHEETS

SCALE 1 : 200



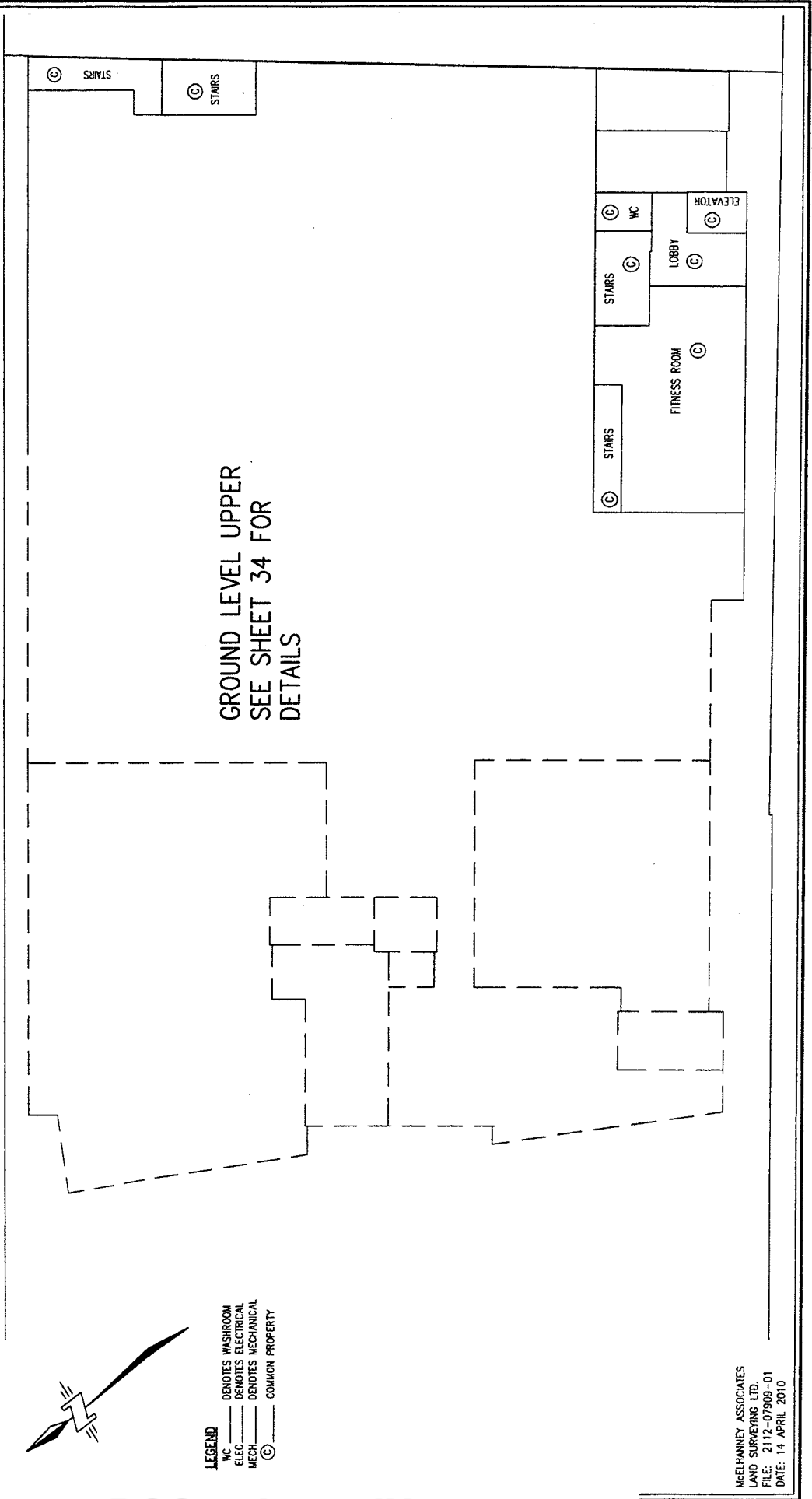
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



### LEGEND

- WC DENOTES WASHROOM
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- Ⓢ DENOTES COMMON PROPERTY

GROUND LEVEL UPPER  
SEE SHEET 34 FOR  
DETAILS

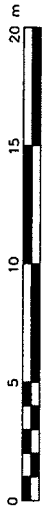


McELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
FILE: 2112-07909-01  
DATE: 14 APRIL 2010

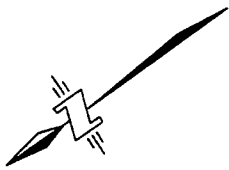
# BUILDING 2 LEVEL 2

SHEET 36 OF 44 SHEETS

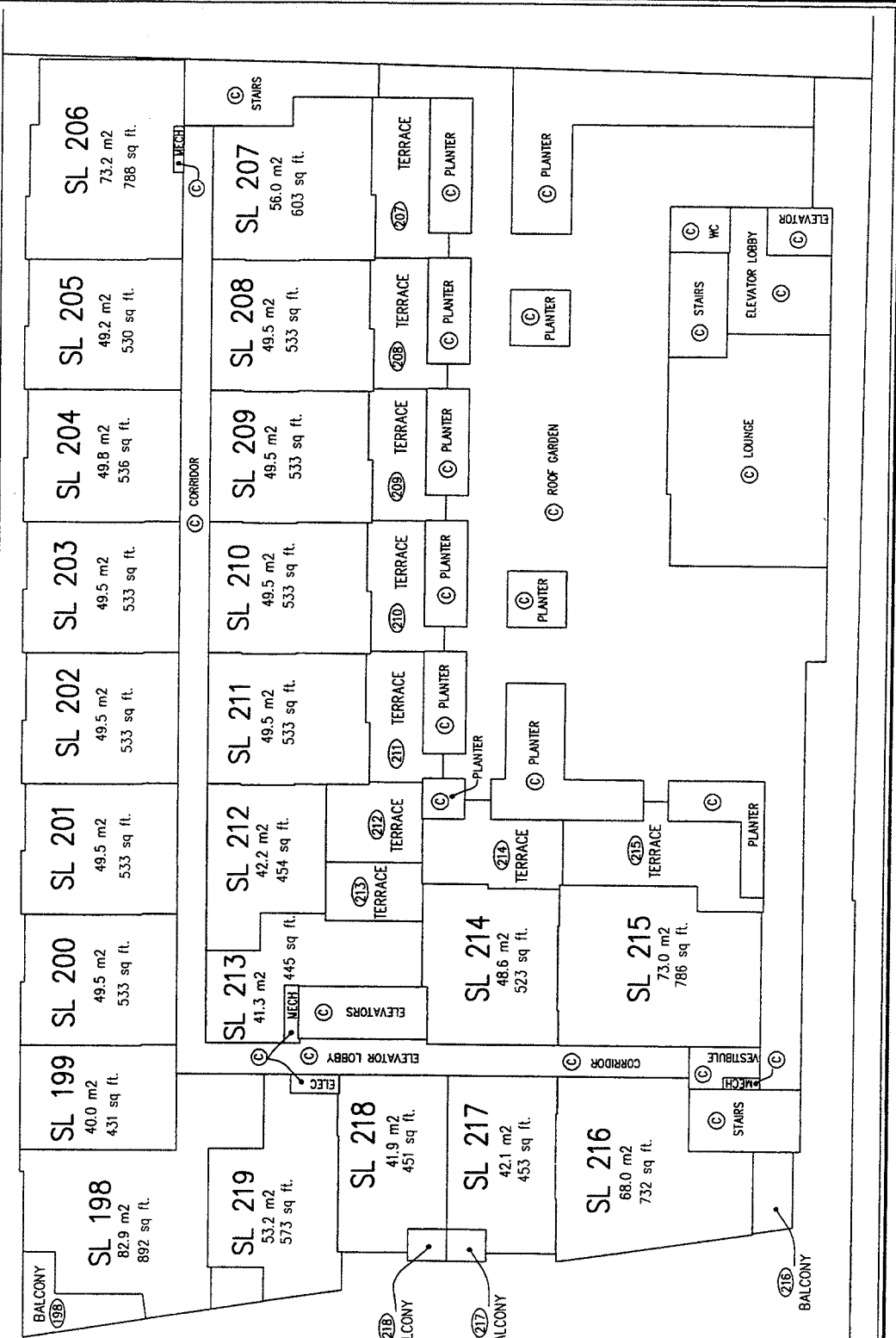
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



- LEGEND**
- SL STRATA LOT
  - ELEC DENOTES ELECTRICAL
  - MECH DENOTES MECHANICAL
  - (C) COMMON PROPERTY
  - (31) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)



MACELHANNAY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

**BUILDING 2 LEVEL 3**

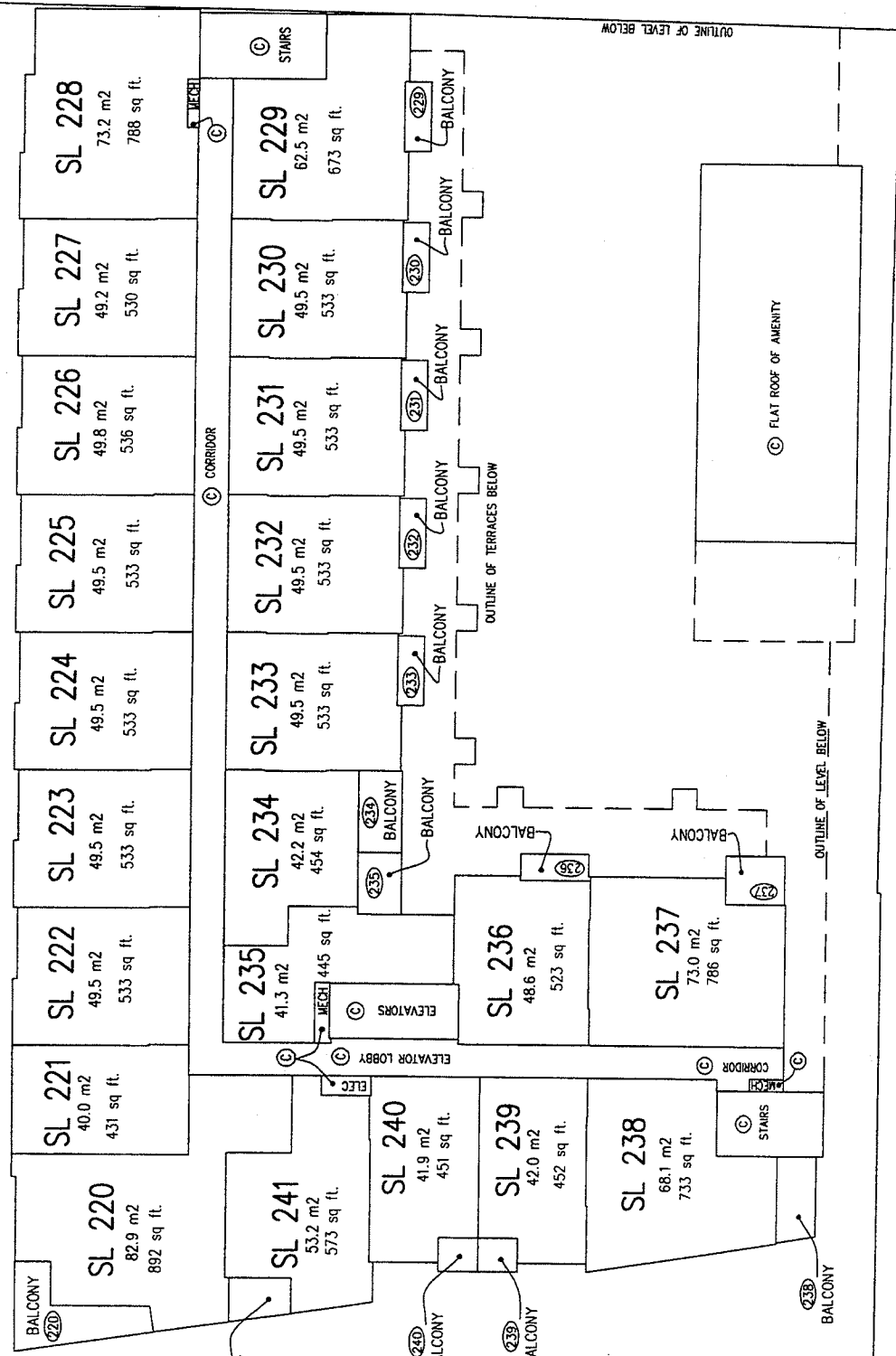
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



- LEGEND**
- SL STRATA LOT
  - ELEC DENOTES ELECTRICAL
  - MECH DENOTES MECHANICAL
  - COMMON PROPERTY
  - ⊙ DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT J1 (TYPICAL)



McELHANNAY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010



# BUILDING 2 LEVEL 4

SHEET 38 OF 44 SHEETS

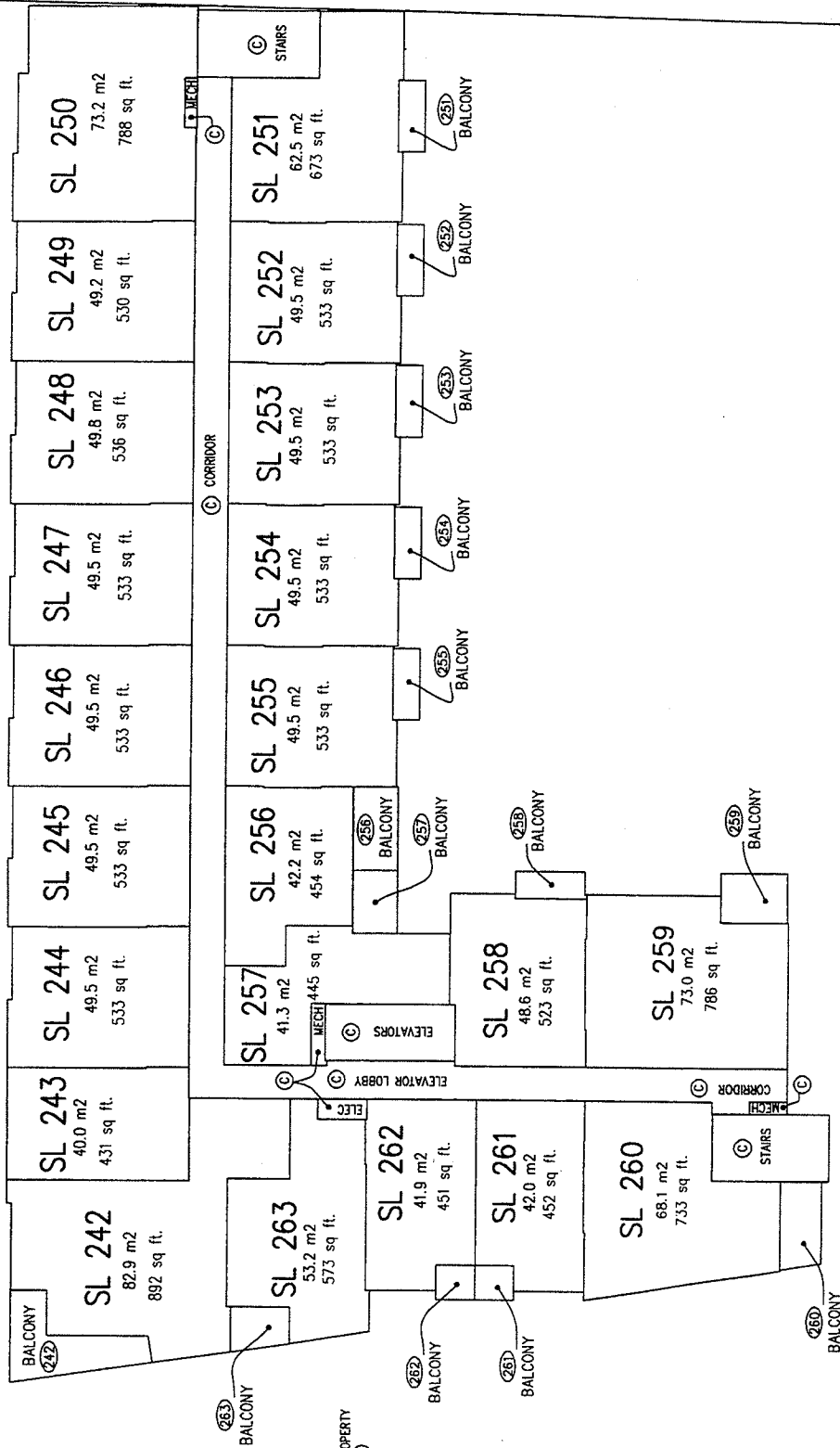
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



- LEGEND**
- SL STRATA LOT
  - ELEC DENOTES ELECTRICAL
  - MECH DENOTES MECHANICAL
  - COMMON PROPERTY
  - (C) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)



McELHANNY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

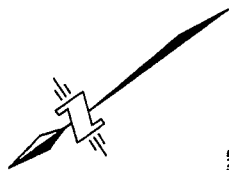
# BUILDING 2 LEVEL 5

SHEET 39 OF 44 SHEETS

SCALE 1 : 200

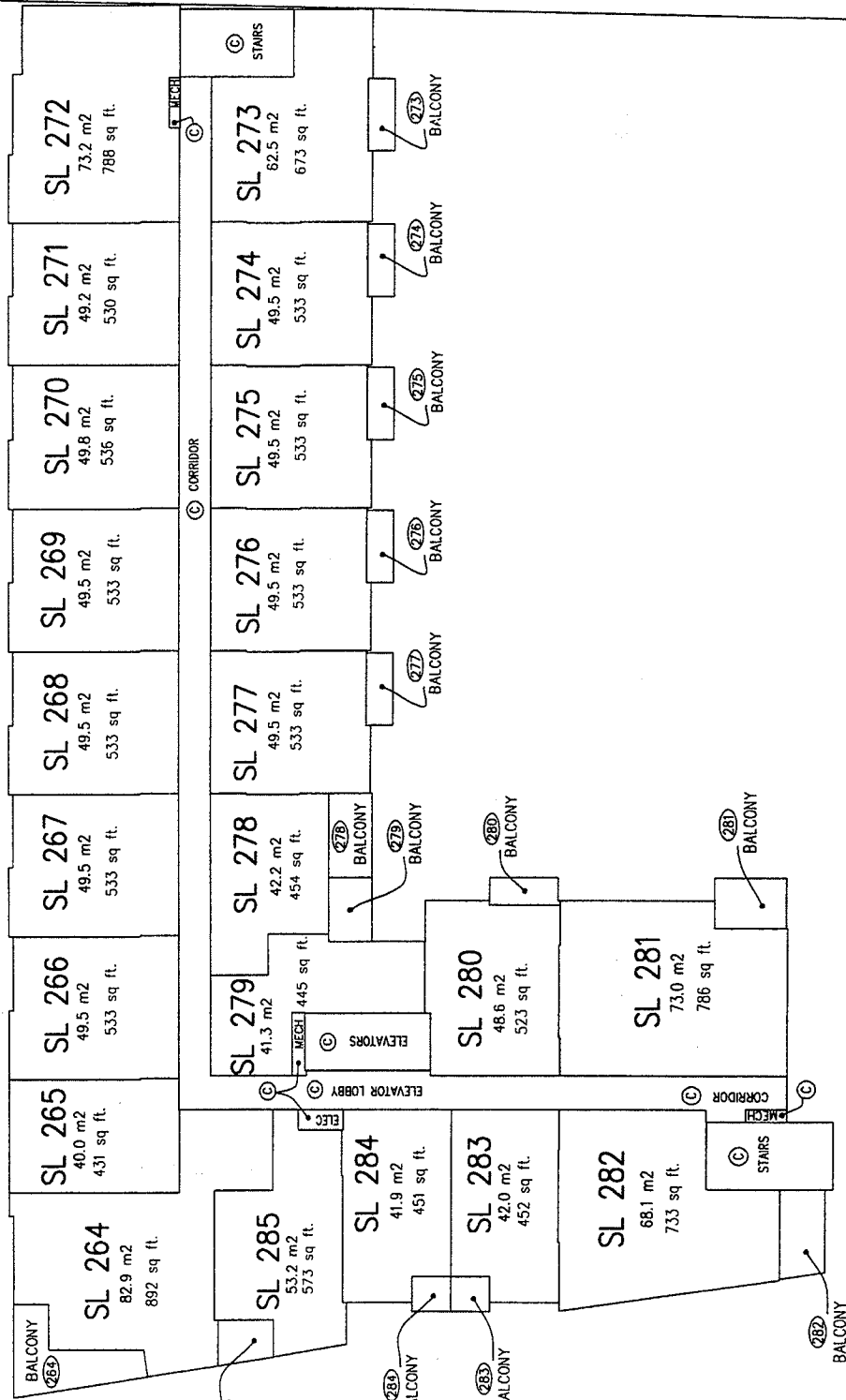


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



**LEGEND**

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- COMMON PROPERTY
- DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

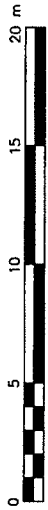


McELHANNNEY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

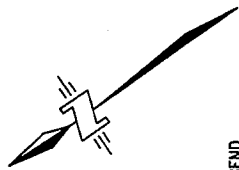
# BUILDING 2 LEVEL 6

SHEET 40 OF 44 SHEETS

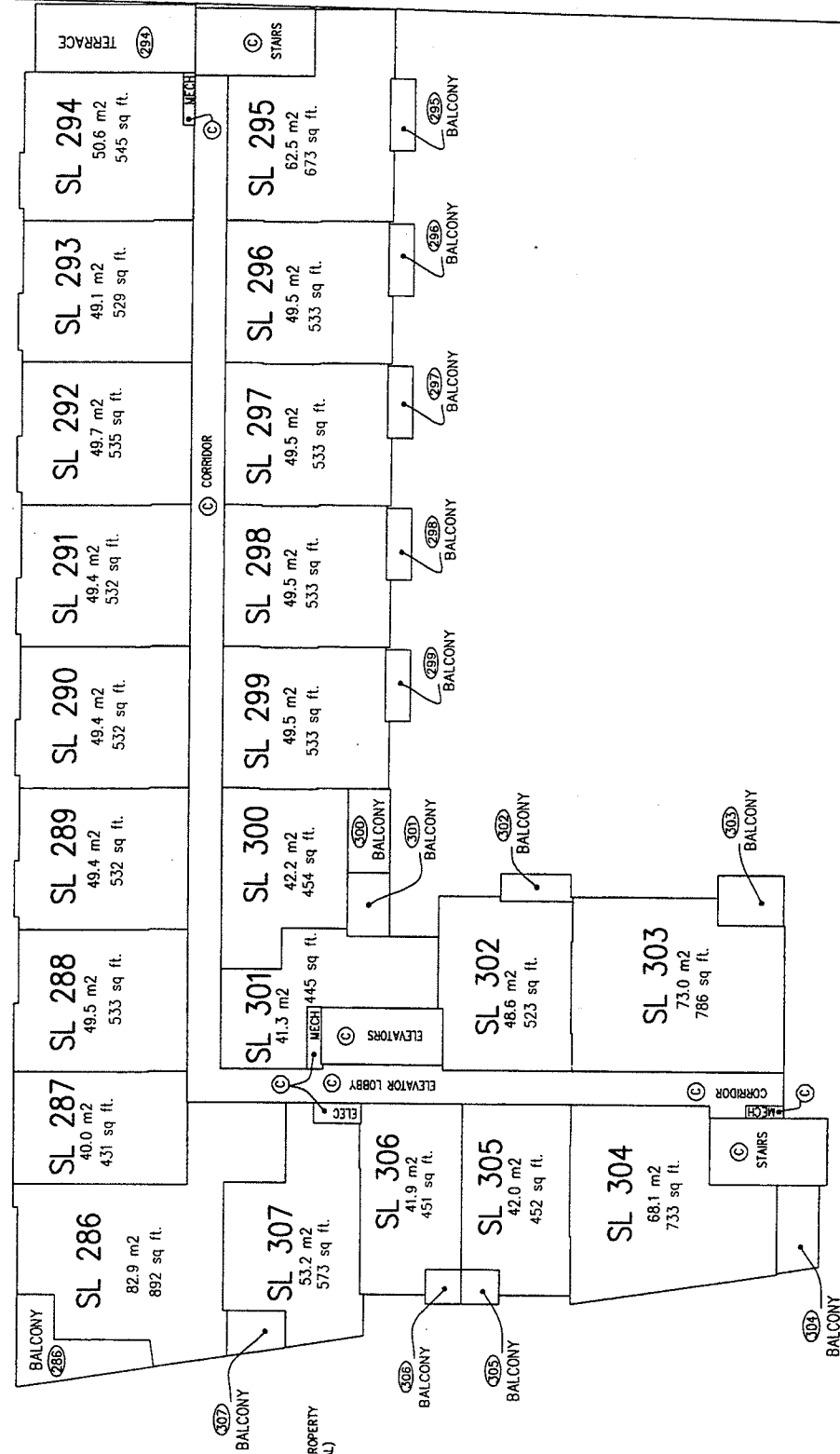
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



- LEGEND**
- SL STRATA LOT
  - ELEC DENOTES ELECTRICAL
  - MECH DENOTES MECHANICAL
  - COMMON PROPERTY
  - DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)



MELPHANNY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

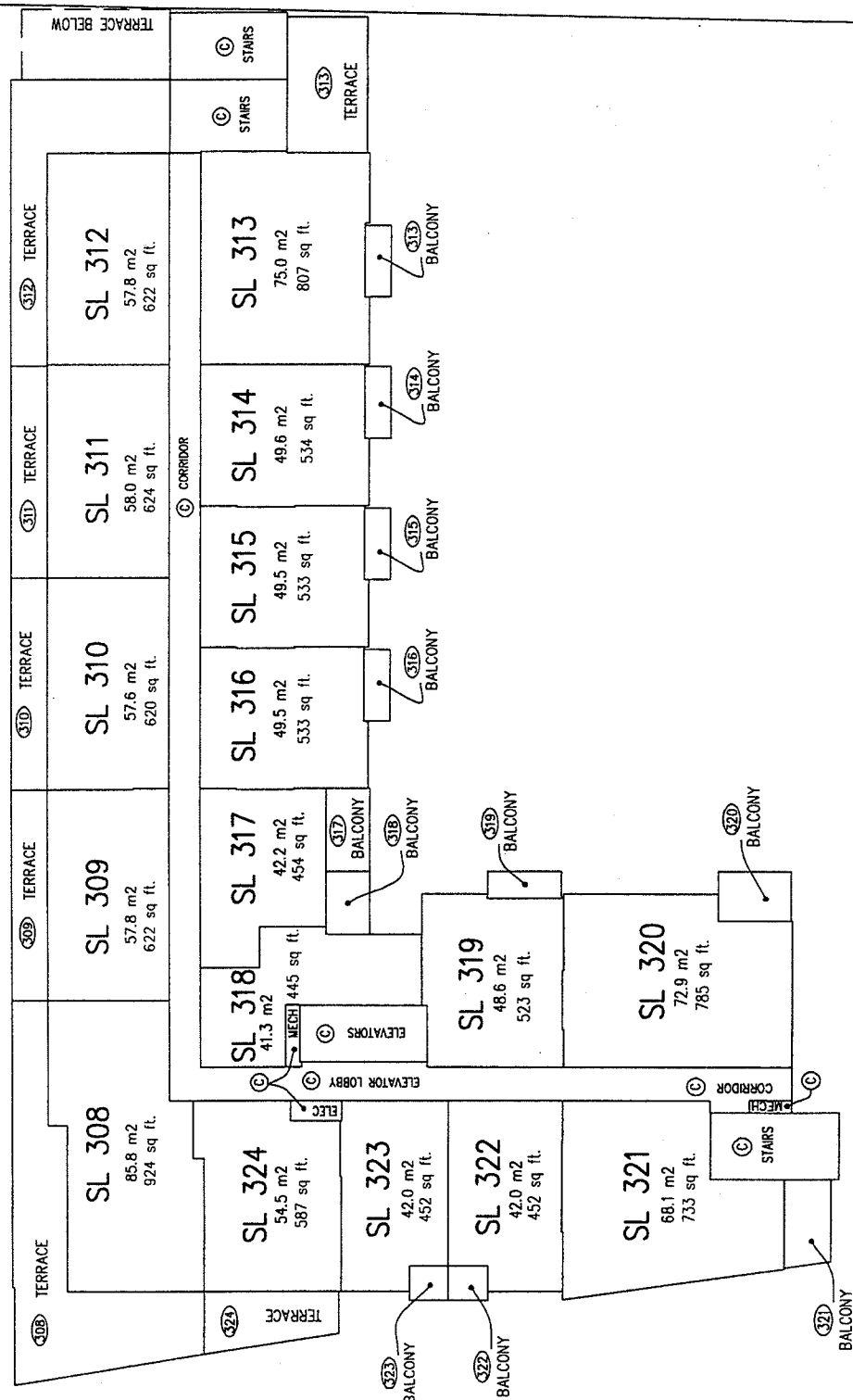
# BUILDING 2 LEVEL 7

SCALE 1 : 200



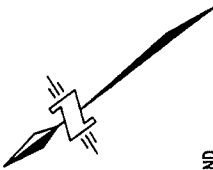
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

SHEET 41 OF 44 SHEETS



## LEGEND

- SL STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- COMMON PROPERTY
- (C) DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)
- (31)



McELHANNY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

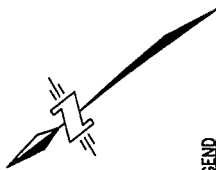
# BUILDING 2 LEVEL 8

SHEET 42 OF 44 SHEETS

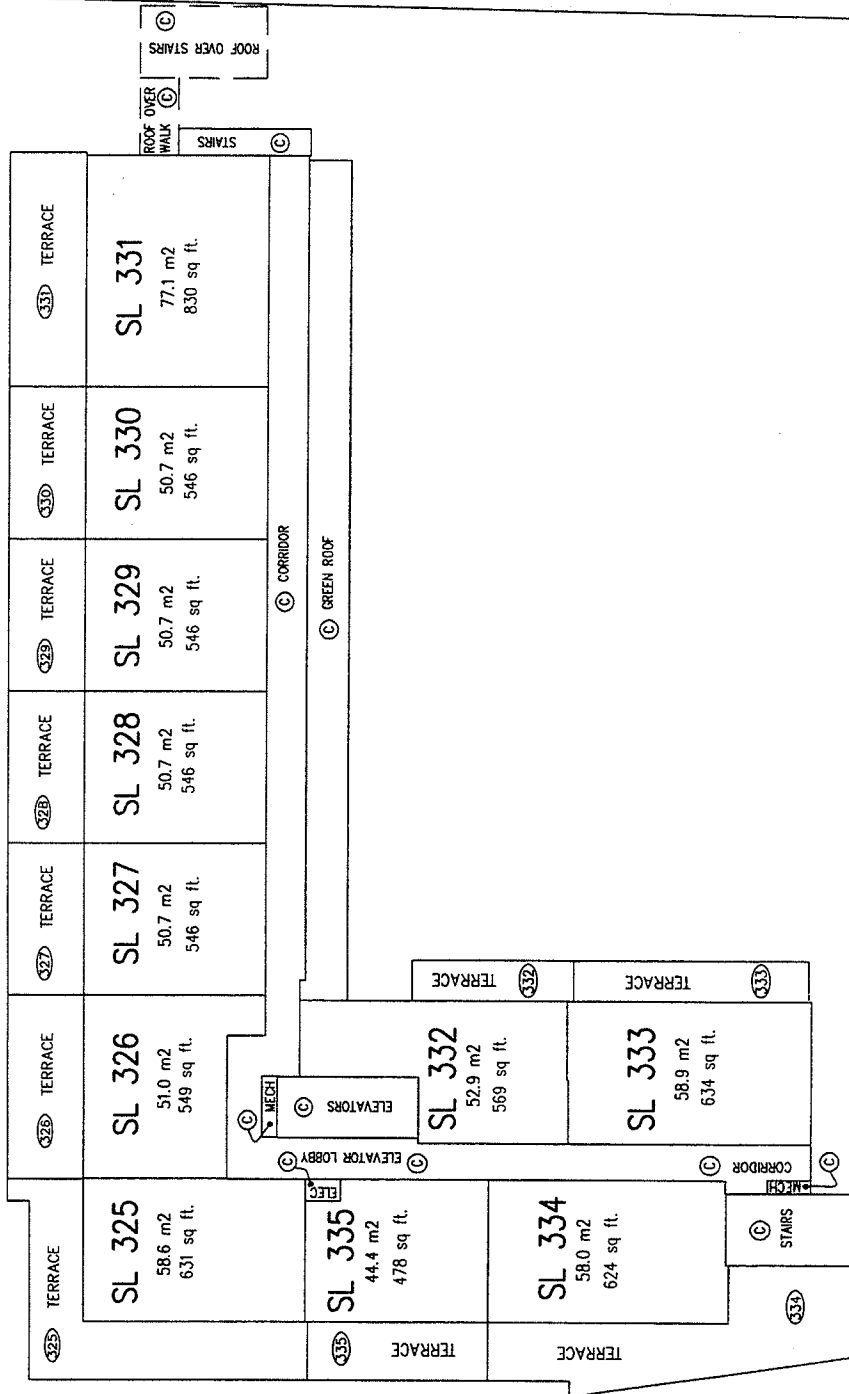
SCALE 1 : 200



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



**LEGEND**  
 SL — STRATA LOT  
 ELEC — DENOTES ELECTRICAL  
 (C) — COMMON PROPERTY  
 (31) — DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT 31 (TYPICAL)

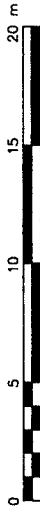


McELHANNY ASSOCIATES  
 LAND SURVEYING LTD.  
 FILE: 2112-07909-01  
 DATE: 14 APRIL 2010

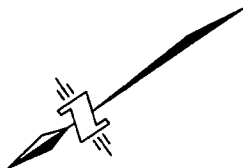
# BUILDING 2 MECHANICAL LEVEL

SHEET 43 OF 44 SHEETS

SCALE 1 : 200

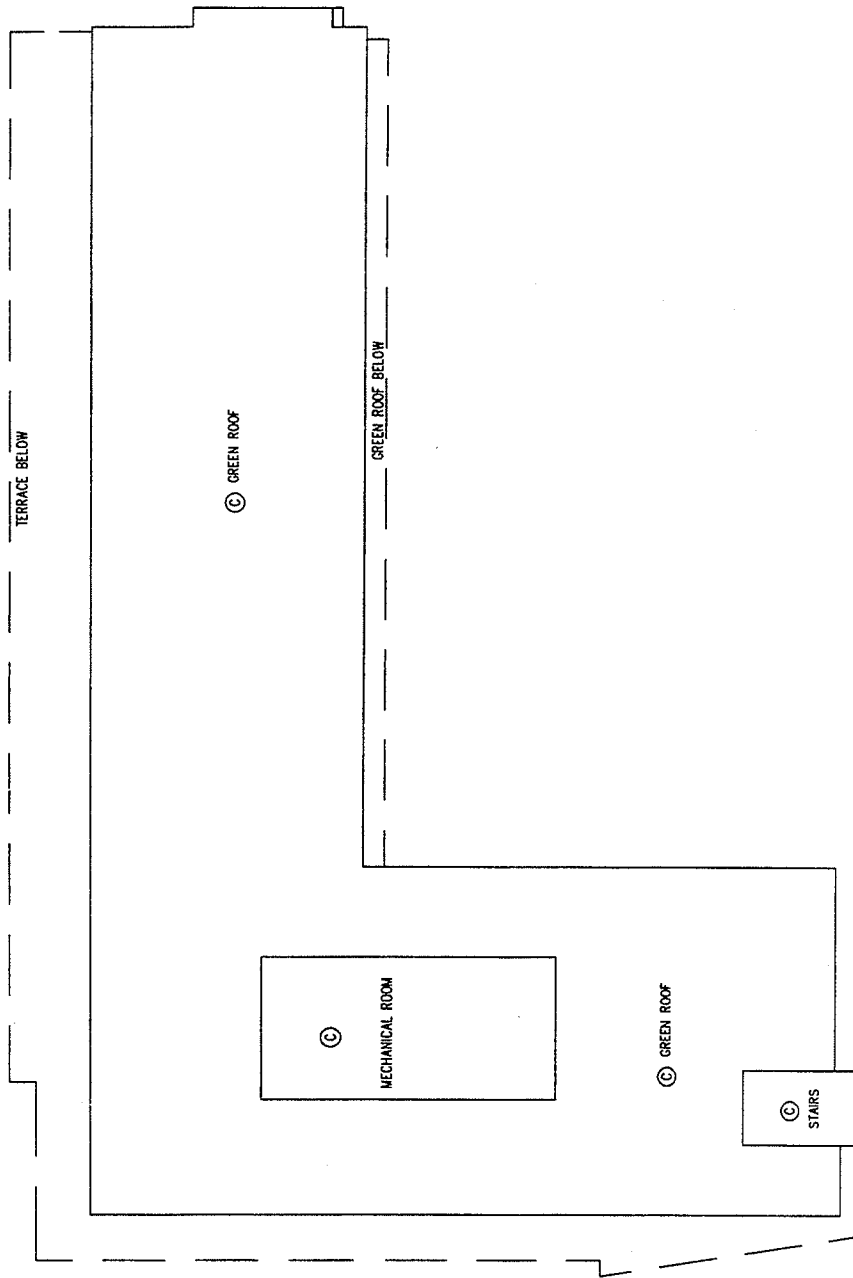


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



LEGEND

Ⓢ COMMON PROPERTY



McELHANNY ASSOCIATES  
LAND SURVEYING LTD.  
FILE: 2112-07909-01  
DATE: 14 APRIL 2010

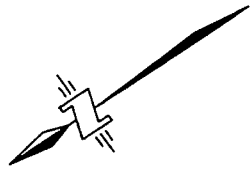
# BUILDING 2 ROOF LEVEL

SHEET 44 OF 44 SHEETS

SCALE 1 : 200

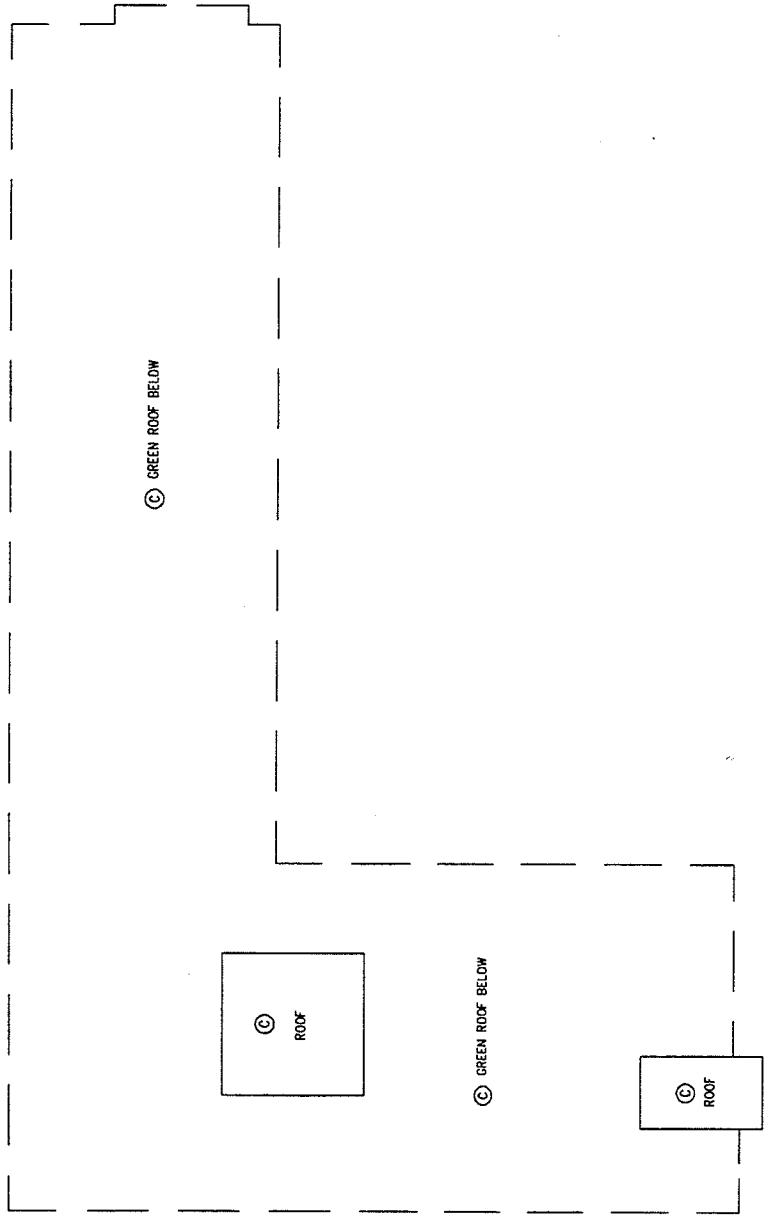


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF



### LEGEND

Ⓢ COMMON PROPERTY



McLIMNEY ASSOCIATES  
LAND SURVEYING LTD.  
FILE: 2112-07909-01  
DATE: 14 APRIL 2010

**EXHIBIT "B"**

**FORM V - SCHEDULE OF UNIT ENTITLEMENT**



**Strata Property Act  
PRELIMINARY FORM V  
SCHEDULE OF UNIT ENTITLEMENT**

(Sections 245 (a), 246, 264)

Re: Strata Plan BCS\_\_\_\_\_ [the registration number of the strata plan],  
being a strata plan of

[parcel identifier]

[legal description of strata lot] LOT 1 EXCEPT PART ON AIR SPACE PLAN BCP\_ \_ \_ \_  
BLOCK 11 DISTRICT LOT 393 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN BCP36568

---

**STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS**

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

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

**Certificate of British Columbia Land Surveyor**

I, JAMES G. SHAW

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

Date: [month day, year].

.....  
Signature

**OR**

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

**OR**

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

.....  
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit entitlement	%* of Total Unit Entitlement**
1	10	78.3	78	0.43
2	10	50.5	51	0.28
3	10	64.9	65	0.36
4	10	50.8	51	0.28
5	10	50.8	51	0.28
6	10	64.9	65	0.36
7	10	48.4	48	0.26
8	10	39.6	40	0.22
9	10	36.8	37	0.20
10	10	53.4	53	0.29
11	11	78.3	78	0.43
12	11	50.5	51	0.28
13	11	64.9	65	0.36
14	11	50.8	51	0.28
15	11	50.8	51	0.28
16	11	64.9	65	0.36
17	11	48.4	48	0.26
18	11	39.6	40	0.22
19	11	36.8	37	0.20
20	11	53.4	53	0.29
21	12	78.3	78	0.43
22	12	50.5	51	0.28
23	12	64.9	65	0.36
24	12	50.8	51	0.28
25	12	50.8	51	0.28
26	12	64.9	65	0.36
27	12	48.4	48	0.26
28	12	39.6	40	0.22
29	12	36.8	37	0.20
30	12	53.4	53	0.29
31	13	78.3	78	0.43
32	13	50.5	51	0.28
33	13	64.9	65	0.36
34	13	50.8	51	0.28
35	13	50.8	51	0.28
36	13	64.9	65	0.36
37	13	48.4	48	0.26
38	13	39.6	40	0.22
39	13	36.8	37	0.20
40	13	53.4	53	0.29

41	14	78.3	78	0.43
42	14	50.5	51	0.28
43	14	64.9	65	0.36
44	14	50.8	51	0.28
45	14	50.8	51	0.28
46	14	64.9	65	0.36
47	14	48.4	48	0.26
48	14	39.6	40	0.22
49	14	36.8	37	0.20
50	14	53.4	53	0.29
51	15	78.3	78	0.43
52	15	50.5	51	0.28
53	15	64.9	65	0.36
54	15	50.8	51	0.28
55	15	50.8	51	0.28
56	15	64.9	65	0.36
57	15	48.4	48	0.26
58	15	39.6	40	0.22
59	15	36.8	37	0.20
60	15	53.4	53	0.29
61	16	78.3	78	0.43
62	16	50.5	51	0.28
63	16	64.9	65	0.36
64	16	50.8	51	0.28
65	16	50.8	51	0.28
66	16	64.9	65	0.36
67	16	48.4	48	0.26
68	16	39.6	40	0.22
69	16	36.8	37	0.20
70	16	53.4	53	0.29
71	17	78.3	78	0.43
72	17	50.5	51	0.28
73	17	64.9	65	0.36
74	17	50.8	51	0.28
75	17	50.8	51	0.28
76	17	64.9	65	0.36
77	17	48.4	48	0.26
78	17	39.6	40	0.22
79	17	36.8	37	0.20
80	17	53.4	53	0.29
81	18	78.3	78	0.43
82	18	50.5	51	0.28
83	18	64.9	65	0.36
84	18	50.8	51	0.28
85	18	50.8	51	0.28
86	18	64.9	65	0.36

87	18	48.4	48	0.26
88	18	39.6	40	0.22
89	18	36.8	37	0.20
90	18	53.4	53	0.29
91	19	78.3	78	0.43
92	19	50.5	51	0.28
93	19	64.9	65	0.36
94	19	50.8	51	0.28
95	19	50.8	51	0.28
96	19	64.9	65	0.36
97	19	48.4	48	0.26
98	19	39.6	40	0.22
99	19	36.8	37	0.20
100	19	53.4	53	0.29
101	20	78.3	78	0.43
102	20	50.5	51	0.28
103	20	64.9	65	0.36
104	20	50.8	51	0.28
105	20	50.8	51	0.28
106	20	64.9	65	0.36
107	20	48.4	48	0.26
108	20	39.6	40	0.22
109	20	36.8	37	0.20
110	20	53.4	53	0.29
111	21	78.3	78	0.43
112	21	50.5	51	0.28
113	21	64.9	65	0.36
114	21	50.8	51	0.28
115	21	50.8	51	0.28
116	21	64.9	65	0.36
117	21	48.4	48	0.26
118	21	39.6	40	0.22
119	21	36.8	37	0.20
120	21	53.4	53	0.29
121	22	78.3	78	0.43
122	22	50.5	51	0.28
123	22	64.9	65	0.36
124	22	50.8	51	0.28
125	22	50.8	51	0.28
126	22	64.9	65	0.36
127	22	48.4	48	0.26
128	22	39.6	40	0.22
129	22	36.8	37	0.20
130	22	53.5	54	0.30
131	23	78.3	78	0.43
132	23	50.5	51	0.28

133	23	64.9	65	0.36
134	23	50.8	51	0.28
135	23	50.8	51	0.28
136	23	64.9	65	0.36
137	23	48.4	48	0.26
138	23	39.6	40	0.22
139	23	36.8	37	0.20
140	23	53.5	54	0.30
141	24	78.3	78	0.43
142	24	50.5	51	0.28
143	24	64.9	65	0.36
144	24	50.8	51	0.28
145	24	50.8	51	0.28
146	24	64.9	65	0.36
147	24	48.4	48	0.26
148	24	39.6	40	0.22
149	24	36.8	37	0.20
150	24	53.5	54	0.30
151	25	78.3	78	0.43
152	25	50.5	51	0.28
153	25	64.9	65	0.36
154	25	50.8	51	0.28
155	25	50.8	51	0.28
156	25	64.9	65	0.36
157	25	48.4	48	0.26
158	25	39.6	40	0.22
159	25	36.8	37	0.20
160	25	53.5	54	0.30
161	26	78.3	78	0.43
162	26	50.5	51	0.28
163	26	64.9	65	0.36
164	26	50.8	51	0.28
165	26	50.8	51	0.28
166	26	64.9	65	0.36
167	26	48.4	48	0.26
168	26	39.6	40	0.22
169	26	36.8	37	0.20
170	26	53.5	54	0.30
171	27	78.3	78	0.43
172	27	50.5	51	0.28
173	27	64.9	65	0.36
174	27	50.8	51	0.28
175	27	50.8	51	0.28
176	27	64.9	65	0.36
177	27	48.4	48	0.26
178	27	39.6	40	0.22

179	27	36.8	37	0.20
180	27	53.5	54	0.30
181	28	78.3	78	0.43
182	28	50.5	51	0.28
183	28	58.5	59	0.32
184	28	54.3	54	0.30
185	28	80.7	81	0.44
186	28	85.3	85	0.47
187	28	53.5	54	0.30
188	29	78.3	78	0.43
189	29	50.5	51	0.28
190	29	58.5	59	0.32
191	29	54.3	54	0.30
192	29	80.7	81	0.44
193	29	85.3	85	0.47
194	29	53.5	54	0.30
195	30	81.1	81	0.44
196	30	68.1	68	0.37
197	30	101.2	101	0.55
198	36	82.9	83	0.45
199	36	40.0	40	0.22
200	36	49.5	50	0.27
201	36	49.5	50	0.27
202	36	49.5	50	0.27
203	36	49.5	50	0.27
204	36	49.8	50	0.27
205	36	49.2	49	0.27
206	36	73.2	73	0.40
207	36	56.0	56	0.31
208	36	49.5	50	0.27
209	36	49.5	50	0.27
210	36	49.5	50	0.27
211	36	49.5	50	0.27
212	36	42.2	42	0.23
213	36	41.3	41	0.22
214	36	48.6	49	0.27
215	36	73.0	73	0.40
216	36	68.0	68	0.37
217	36	42.1	42	0.23
218	36	41.9	42	0.23
219	36	53.2	53	0.29
220	37	82.9	83	0.45
221	37	40.0	40	0.22
222	37	49.5	50	0.27
223	37	49.5	50	0.27
224	37	49.5	50	0.27

225	37	49.5	50	0.27
226	37	49.8	50	0.27
227	37	49.2	49	0.27
228	37	73.2	73	0.40
229	37	62.5	63	0.35
230	37	49.5	50	0.27
231	37	49.5	50	0.27
232	37	49.5	50	0.27
233	37	49.5	50	0.27
234	37	42.2	42	0.23
235	37	41.3	41	0.22
236	37	48.6	49	0.27
237	37	73.0	73	0.40
238	37	68.1	68	0.37
239	37	42.0	42	0.23
240	37	41.9	42	0.23
241	37	53.2	53	0.29
242	38	82.9	83	0.45
243	38	40.0	40	0.22
244	38	49.5	50	0.27
245	38	49.5	50	0.27
246	38	49.5	50	0.27
247	38	49.5	50	0.27
248	38	49.8	50	0.27
249	38	49.2	49	0.27
250	38	73.2	73	0.40
251	38	62.5	63	0.35
252	38	49.5	50	0.27
253	38	49.5	50	0.27
254	38	49.5	50	0.27
255	38	49.5	50	0.27
256	38	42.2	42	0.23
257	38	41.3	41	0.22
258	38	48.6	49	0.27
259	38	73.0	73	0.40
260	38	68.1	68	0.37
261	38	42.0	42	0.23
262	38	41.9	42	0.23
263	38	53.2	53	0.29
264	39	82.9	83	0.45
265	39	40.0	40	0.22
266	39	49.5	50	0.27
267	39	49.5	50	0.27
268	39	49.5	50	0.27
269	39	49.5	50	0.27
270	39	49.8	50	0.27

271	39	49.2	49	0.27
272	39	73.2	73	0.40
273	39	62.5	63	0.35
274	39	49.5	50	0.27
275	39	49.5	50	0.27
276	39	49.5	50	0.27
277	39	49.5	50	0.27
278	39	42.2	42	0.23
279	39	41.3	41	0.22
280	39	48.6	49	0.27
281	39	73.0	73	0.40
282	39	68.1	68	0.37
283	39	42.0	42	0.23
284	39	41.9	42	0.23
285	39	53.2	53	0.29
286	40	82.9	83	0.45
287	40	40.0	40	0.22
288	40	49.5	50	0.27
289	40	49.4	49	0.27
290	40	49.4	49	0.27
291	40	49.4	49	0.27
292	40	49.7	50	0.27
293	40	49.1	49	0.27
294	40	50.6	51	0.28
295	40	62.5	63	0.35
296	40	49.5	50	0.27
297	40	49.5	50	0.27
298	40	49.5	50	0.27
299	40	49.5	50	0.27
300	40	42.2	42	0.23
301	40	41.3	41	0.22
302	40	48.6	49	0.27
303	40	73.0	73	0.40
304	40	68.1	68	0.37
305	40	42.0	42	0.23
306	40	41.9	42	0.23
307	40	53.2	53	0.29
308	41	85.8	86	0.47
309	41	57.8	58	0.32
310	41	57.6	58	0.32
311	41	58.0	58	0.32
312	41	57.8	58	0.32
313	41	75.0	75	0.41
314	41	49.6	50	0.27
315	41	49.5	50	0.27
316	41	49.5	50	0.27



317	41	42.2	42	0.23
318	41	41.3	41	0.22
319	41	48.6	49	0.27
320	41	72.9	73	0.40
321	41	68.1	68	0.37
322	41	42.0	42	0.23
323	41	42.0	42	0.23
324	41	54.5	55	0.30
325	42	58.6	59	0.32
326	42	51.0	51	0.28
327	42	50.7	51	0.28
328	42	50.7	51	0.28
329	42	50.7	51	0.28
330	42	50.7	51	0.28
331	42	77.1	77	0.42
332	42	52.9	53	0.29
333	42	58.9	59	0.32
334	42	58.0	58	0.32
335	42	44.4	44	0.24
Total number of lots: 335			Total unit entitlement: 18250	

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: ..... [month day, year].

.....  
Signature of Owner Developer

.....  
Signature of Superintendent of Real Estate

**EXHIBIT "C"**

**FORM Y - OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS**

***Strata Property Act***

**Form Y**

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

*(Section 245(d); Regulations section 14.6(2))*

**Re: Strata Plan BCS \_\_\_\_\_, being a strata plan of**

City of Vancouver

Parcel Identifier: ◆



The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

1. **Payment of Strata Fees.** Bylaw 1 of the Schedule of Standard Bylaws is amended as follows:
  - (a) Bylaw 1 is renumbered as Bylaw 1(1); and
  - (b) Bylaw 1(2) is inserted following Bylaw 1(1) as follows:

“(2) If an owner is late in paying his 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. **Use of Property.** Bylaws 3(2), (3) and (4) of the Schedule of Standard Bylaws are deleted and replaced with the following:

“(2) An owner shall not:

  - (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
  - (b) make undue noise in or about any strata lot or common property;
  - (c) keep any animals or pets (collectively a “Pet”) in or about the strata lot or the limited common property relating to such a strata lot other than one or more of the following:
    - (i) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
    - (ii) up to 2 caged birds; or

- (iii) one dog or two cats or one dog and one cat;
- (d) allow or permit his pet's waste to remain on the common property and limited common property and shall take all reasonable measures to control and be responsible for any approved pets in or about the strata lot, common property and limited common property; it will be the responsibility of the owner to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by the owner's Pet;
- (e) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services in his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council;
- (f) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style; or hang or place any signs or other objects which will adversely affect the consistency of the exterior appearance of the building;
- (g) place on the balcony, terrace or patio of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony, terrace or patio as a storage area;
- (h) hang or drape on the balcony, terrace or patio of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
- (i) enclose (partially or fully), modify or add to the balcony, terrace or patio of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony, terrace or patio to block wind or sun or for any other purpose;
- (j) use or allow to be used any barbecues or similar cooking devices (other than natural gas, propane or electric barbecues which are permitted on balconies, terraces or patios) in or about any strata lot, any balconies, terraces or patios, any limited common property or the common property of the strata corporation, except in areas, if any, so designated by the strata council;
- (k) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata council from time to time; any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner;
- (l) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council

from time to time; under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving or furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time;

- (m) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in that area of the common property designated for that purpose from time to time by the strata council).
  - (n) erect, place, install or cause to be erected, placed or installed, whether permanently or temporarily, fixtures, satellite dishes, antennas, poles, clotheslines, racks, storage sheds or similar structures on Common Property of Limited Common Property. Notwithstanding the foregoing, an owner, tenant or occupant may place on the Limited Common Property that is the owner's, tenant's or occupant's balcony, terrace or patio, as the case may be, a reasonable amount of free-standing, self-contained planter boxes or containers and summer furniture and accessories;
  - (o) smoke in any of the indoor common areas, including the elevator, hallways, storage lockers, recreation areas, multi purpose rooms, lobby and stairwells;
  - (p) throw out material, especially burning material such as cigarettes or matches or permit material to fall out of any window, door, balcony, terrace, patio, stairwell, passage or other part of the strata lots or common property;
  - (q) store any perishable or hazardous material or items in the locker area that may deteriorate or attract pests;
  - (r) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on Common Property or Limited Common Property or in a Strata Lot; or
  - (s) use or allow the strata lot, the common property and the limited common property to be used in any manner which is contrary to the rules of the strata corporation from time to time.
- (3) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those party of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (4) An owner shall indemnify and save harmless the strata corporation from the expense, including insurance deductibles, of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot resulting from an owner's wilful act or negligence or that of any tenant or occupant of a strata lot or any visitors, customers, clients, employees or contractors of an owner, tenant or occupant, but only to the extent that such expense is not recovered from proceeds of insurance carried by the strata.
- (5) The parking stalls assigned to the Strata Lots in accordance with Bylaw 32 shall only be used for parking passenger vehicles owned or leased by persons who are owners or tenants of the building or temporary visitors of such residents. An owner shall have the right to lease a parking stall assigned to an owner to other owners or occupants of a Strata Lot. The right to use the parking stalls shall cease upon a person ceasing to reside in the building. An owner shall not allow oil leaks and exhaust pollution stains from vehicles and shall clean up such leaks and stains from the owner's parking stall(s)."
3. **Obtain Approval Before altering a Strata Lot.** Bylaw 5(1) is amended by adding the following:
- "5(1)(h) An owner wishing to install hardwood or floor tiles in a strata lot must obtain the prior consent of the strata corporation, which consent will be contingent on the proposed installation having been acoustically engineered to minimize any potential noise nuisance."
- Bylaw 5(2) is amended by adding the following sentence:
- "Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems."
4. **Permit Entry to Strata Lot.** Bylaws 7(1) and (2) of the Schedule of Standard Bylaws are deleted and replaced with the following:
- "(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 prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
- (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:

- (i) to inspect, maintain, or repair common property or common assets; or
  - (ii) to ensure the *Strata Property Act* (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for the entry.
- (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.”

5. **Council Member in Default.** Bylaw 10 of the Schedule of Standard Bylaws is amended by inserting the following as Bylaw 10(3):

- “(3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.”

There shall be added as Bylaw 17(5) the following:

- “17(5) Whether council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.”

6. **Spending Restriction.** There shall be added as Bylaw 21(3) the following:

- “21(3) Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is \$3,000 or 5% of the total contribution to the operating fund for the current year, whichever is less.”

7. **Maximum Fine.** Bylaw 23 of the Schedule of Standard Bylaws is deleted and replaced with the following:

“23(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.
- (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.
- (3) Additional Assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time, 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.”

8. **Voting.** Bylaw 27 of the Schedule of Standard Bylaws is amended by inserting the following as Bylaws 27(8):

“(8) An owner may not exercise the owner’s vote in respect of the owner’s strata lot if the strata corporation is entitled to register a lien under the Act against the owner’s strata lot, except on matters requiring a unanimous vote.”

9. **Display Lot.** Bylaw 30 of the Schedule of Standard Bylaws is deleted and replaced with the following:

“30. **PROMOTIONS**

- (1) During the time that the owner developer of the strata corporation is a first owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the units.
- (2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 24 months after the date of first occupancy of any such strata lot.
- (3) 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, terrace or patio 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”.

10. **Miscellaneous Additions.** The following bylaws are inserted into the Schedule of Standard Bylaws following Bylaw 30:

“31. **SMALL CLAIMS ACTIONS**

Notwithstanding any provisions of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against any owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of the strata corporation.

32. **PARKING FACILITY LEASE**

Each owner of a strata lot may be entitled to the exclusive use of one or more of the parking stalls located in the parking facility and will use such stalls pursuant



to a partial assignment of the parking facility lease (the "Parking Facility Lease") between \_\_\_\_\_ and \_\_\_\_\_ as tenant. Pursuant to the Parking Facility Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of \_\_\_\_\_ under the Parking Facility Lease with respect to the stalls (as defined in the Parking Facility Lease).

33. **PLANTERS/LANDSCAPED AREAS**

Owners of the strata lots which have an open balcony, terrace or patio will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner shall, within a landscaped area and/or planter designated as limited common property, change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

34. **STORAGE ROOM**

For a period of two (2) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one(1) storage room of its choice within the common property and will be entitled to free access to and from such storage room through the development and the use of such storage room for the storage of building materials and equipment at all times during the two-year period. The owner-developer will be entitled to install its own lock on the door and the strata corporation will not be entitled to a key during that two-year period provided that after the end of the two-year period, the owner-developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

35. **BICYCLE STORAGE**

All bicycle storage rooms are for the Strata Lots and the respective Strata Lot owners will be entitled to the use of such spaces on a first come first serve basis, or on such other basis as may be established by Strata Council from time to time within the secured parking facility designed for that purpose, free of charge. The strata council will, subject to the provisions of the *Strata Property Act* (British Columbia), as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any

unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.

36. **LEASING REQUIREMENTS**

An owner of a Strata Lot must:

- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
- (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his occupation of the strata lot, and provide the strata corporation with a copy thereof.

Date:

---

Signature of Owner Developer

**EXHIBIT "D"**

**PARKING AREA / STORAGE LOCKER LEASE**

**PARKING AREA/STORAGE LOCKER LEASE**

THIS AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BETWEEN:

\_\_\_\_\_, a British Columbia company with its registered office at \_\_\_\_\_  
(the "Owner")

AND:

\_\_\_\_\_  
(the "Tenant")

WHEREAS:

A. The Owner is the registered owner of certain lands and premises located in \_\_\_\_\_, British Columbia and legally describes as:

Parcel Identifier: \_\_\_\_\_  
\_\_\_\_\_

(the "Property")

B. The Owner has agreed to lease to the Tenant all of the owner parking stalls (the "Owner Stalls") and the associated drive aisles (the Owner Stalls and the associated drive aisles are collectively referred to as the "Stalls") located on a portion of \_\_\_\_\_ inclusive and \_\_\_\_\_ individual storage lockers located on \_\_\_\_\_ (the "Storage Lockers") in the underground parking facility (the "Parking Facility") located on the Property and shown outlined in heavy black line on the parking area plan (the "Parking Area/Storage Locker Plan"), a reduced copy of which is attached hereto as Schedule A, all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular Stalls and Storage Lockers;

C. Upon completion of the development of the Property, the Owner proposes to subdivide the Property by means of a strata plan (the "Strata Plan") pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the "Strata Development");

D. The Strata Plan will designate the Stalls as common property of the strata corporation (the "Strata Corporation") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

- E. Each of the parties to this Lease agree that title to the common property of the Strata Corporation will be encumbered by this Lease.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of \$10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

## ARTICLE 1 GRANT AND TERM

- 1.1 Grant. The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls and all of the Storage Lockers as shown outlined in heavy black line on the Parking Area/Storage Locker Plan.
- 1.2 Term. The term (the "Term") of this Lease will commence on the ◆ day of ◆, 20◆ (the "Commencement Date") and terminate on the earlier of:
- (a) the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ being 99 years after the Commencement Date; and
  - (b) the date the Strata Plan is cancelled and the Strata Corporation is dissolved.

For the purpose of this provision, the amalgamation of the Strata Corporation with another strata corporation will not be considered a dissolution of the Strata Corporation.

- 1.3 Rent. The parties to this Lease acknowledge that the sum of \$10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner by either the Tenant or any assignee of a partial assignment under this Lease, as the case may be, for the use and enjoyment of a Stall and/or a Storage Locker.

## ARTICLE 2 SUBDIVISION BY STRATA PLAN

- 2.1 Strata Plan. This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Property, and upon the subdivision of the Property by means of the Strata Plan such covenants and obligations will:
- (a) continue to run with and bind each subdivided parcel which contains a Stall and/or a Storage Locker; and
  - (b) be automatically assumed by the Strata Corporation as the representative of the owners of strata lots within the Strata Development,

at which time the Owner will be absolutely released from any obligations or liabilities hereunder.

- 2.2 Common Property. This Lease is intended to apply only to a portion of the common property which will be created upon the deposit for registration of the Strata Plan and not at any time to burden the title to any individual strata lot, except to the extent of the Strata Lot's interest in the common property.

### ARTICLE 3 CONTROL, MAINTENANCE AND ENCUMBRANCES

- 3.1 Maintenance. The Owner and the Tenant acknowledge and agree that until the deposit for registration of the Strata Plan, the Owner will be solely responsible for the control, management and administration of the Stalls and/or a Storage Locker but thereafter, pursuant to subsection 2.1(b), the Strata Corporation will assume full responsibility for the control, management and administration of the Stalls and/or a Storage Locker as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Stalls and/or a Storage Locker as long as such bylaws, rules or regulations do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease (including the right of the Tenant to partially assign this Lease as it relates to particular Stalls and/or a Storage Locker).
- 3.2 Alterations. The Tenant is not entitled to alter, or to perform any repairs of any sort whatsoever to, the Stalls and/or a Storage Locker. Any such alterations or repairs are the sole responsibility of the Owner prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation.
- 3.3 Subordination. The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Property.

### ARTICLE 4 ASSIGNMENT

- 4.1 Partial Assignments. The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Stalls and/or a Storage Locker to purchasers of strata lots within the Strata Development or to the Strata Corporation. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall and/or a Storage Locker:
- (a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or a Storage Locker so assigned for the balance of the Term;
  - (b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation;
  - (c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation; and

- (d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to section 4.2 of this Lease.

4.2 Automatic Assignment. If a holder of an interest in a Stall and/or a Storage Locker sells all of his or her interest in a strata lot within the Strata Development to which such Stall and/or a Storage Locker is at such time appurtenant as shown on the register maintained under section 4.7 without concurrently executing an assignment of such Stall and/or Storage Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Stall and/or Storage Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Stall and/or Storage Locker or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Exchanges and Transfers.

- (a) A holder of an interest (the "First Stall/Storage Locker Owner") in a Stall and/or a Storage Locker (the "First Stall/Storage Locker") may exchange his or her interest in the First Stall/Storage Locker with the holder of an interest (the "Second Stall/Storage Locker Owner") in a different Stall and/or a Storage Locker (the "Second Stall/Storage Locker") for such consideration as the First Stall/Storage Locker Owner and the Second Stall/Storage Locker Owner may agree. Such an exchange will be accomplished by the First Stall/Storage Locker Owner partially assigning this Lease to the Second Stall/Storage Locker Owner in respect of the First Stall/Storage Locker. The First Stall/Storage Locker Owner and the Second Stall/Storage Locker Owner will each execute a partial assignment of this Lease substantially in the form attached hereto as Schedule B in respect to a Stall and Schedule C in respect to a Storage Locker. The exchange will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, section 4.2 will not apply to exchanges under this subsection 4.3(a).
- (b) A holder of an interest (the "First Stall/Storage Locker Owner") in a Stall and/or a Storage Locker may transfer his or her interest in such Stall and/or a Storage Locker to an owner of a strata lot within the Strata Development or the Strata Corporation (the "Second Stall/Storage Locker Owner") for such consideration as the First Stall/Storage Locker Owner may in his or her discretion determine provided that following the transfer, the First Stall/Storage Locker Owner is left with an interest in at least one Stall and/or a Storage Locker. Such a transfer will be accomplished by the First Stall/Storage Locker Owner partially assigning this Lease to the Second Stall/Storage Locker Owner and, in connection therewith, the First Stall/Storage Locker Owner will execute a partial assignment substantially in the form attached hereto as Schedule B in respect of a Stall and Schedule C in respect of a Storage Locker. The transfer will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata

Corporation, with a copy to the Tenant. For greater certainty, section 4.2 will not apply to transfers under this subsection 4.3(b).

- 4.4 Consents. The consent of the Strata Corporation will not be required for any partial assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee, as the case may be.
- 4.5 Form of Partial Assignments. Subject to section 4.2, all partial assignments of this Lease in respect of a Stall will be substantially in the form attached hereto as Schedule B and in respect of a Storage Locker will be substantially in the form attached hereto as Schedule C. No such partial assignment will be registrable by an assignee in any Land Title Office.
- 4.6 Release of Assignors. Upon the partial assignment (including an automatic assignment pursuant to section 4.2) of this Lease pertaining to a particular Stall and/or a Storage Locker the Tenant and any subsequent assignor of an interest in such Stall and/or a Storage Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or a Storage Locker.
- 4.7 Register of Partial Assignments. The Owner, and after the registration of the Strata Plan the Strata Corporation, will maintain a register of all Stalls and/or a Storage Locker and will record on such register each partial assignment of this Lease, indicating:
- (a) the number of the Stall and/or a Storage Locker assigned;
  - (b) the date of assignment;
  - (c) the name and address of the assignee; and
  - (d) the number of the strata lot within the Strata Development owned by the assignee to which such Stall is at the time appurtenant or that the assignee is the Strata Corporation.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Strata Corporation will provide a certificate, within 7 days of receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or a Storage Locker is at the time appurtenant. The Strata Corporation may require a fee of not more than \$10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Stall and/or a Storage Locker under sections 4.1 or 4.2 the Strata Corporation will amend the register accordingly.

## ARTICLE 5 MISCELLANEOUS

- 5.1 Creation of Stall and/or a Storage Locker. Notwithstanding any provision herein, the Tenant may at any time and from time to time, designate any area within the Parking Area/Storage Locker Plan but not identified thereon as an Owner Stall or Storage Locker



and assign its rights under this Lease pertaining to such Owner Stall or Storage Locker, as the case may be, to purchasers within the Strata Development pursuant to section 4.1 above, without the prior approval of the Strata Corporation, provided that the location of such Owner Stall or Storage Locker does not interfere with the access routes and the operation of the Parking Facility.

- 5.2 Form of Agreement. Each of the parties hereto agree to amend the form of this Lease to meet the requirements of the Registrar of the Land Title Office or of any governmental or public authority or as otherwise necessary to confirm unto the parties the rights granted in this Lease.
- 5.3 Arbitration. In the event of any dispute or disagreement arising out of this Lease, or the interpretation of any provision hereof, the parties hereto agree that such dispute or disagreement will be resolved by arbitration pursuant to the *Commercial Arbitration Act* (British Columbia), as amended from time to time, or any legislation substituted therefor. Provided that it is understood and agreed that this section 5.3 is not intended to, nor is it to be construed as preventing the parties hereto, or either of them, from seeking injunctive relief from the law courts for damages for breach in appropriate cases.
- 5.4 Definitions. Any term defined in the recitals to this Lease will have the same meaning throughout this Lease.
- 5.5 Severability. If any provision or portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended and this Lease will continue in full force and effect subject to only such amendment.
- 5.6 Enurement. This Lease will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the year and date first above written.



Per:

\_\_\_\_\_



Per:

\_\_\_\_\_

**SCHEDULE A**

**PARKING AREA/STORAGE LOCKER PLAN**

SCHEDULE B  
PARKING STALL ASSIGNMENT

BETWEEN:

◆

(the "Assignor")

AND:

◆

(the "Assignee")

RE: Parking Stall No. ◆ (the "Stall") shown on the Parking Area/Storage Locker Plan for ◆.

WHEREAS the Assignor is the lessee of the Stall and the Assignee is the registered owner or purchaser of strata lot ◆ (the "Strata Lot") (suite no. ◆) in ◆, The Owners, Strata Plan LMS ◆ (the "Strata Corporation") or the Tenant (as defined below).

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1. Assignment. Effective as of the date of the purchase of the Strata Lot by the Assignee, the Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated ◆ and made between ◆, as landlord, and ◆ (the "Tenant"), as tenant, pertaining to the exclusive right to lease the Stall for the balance of the Term (as defined in the Lease). Subject to section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation with a copy to the Tenant.
2. Assignment Contingent Upon Strata Lot Ownership. Unless the Assignee is the Strata Corporation or the Tenant, the Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall for as long as the Assignee owns the Strata Lot.
3. Compliance. The Assignee agrees to use the Stall in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.
4. Sale or Disposition. The Assignee may only assign its rights under this Assignment in accordance with the Lease.
5. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.
6. Enurement. This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the ◆ day of 20◆.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

SCHEDULE C  
STORAGE LOCKER ASSIGNMENT

BETWEEN:

◆

(the "Assignor")

AND:

◆

(the "Assignee")

RE: Storage Locker No. ◆ (the "Storage Locker") shown on the Parking Area/Storage Locker Plan for ◆.

WHEREAS the Assignor is the lessee of the Storage Locker and the Assignee is the registered owner or purchaser of strata lot ◆ (the "Strata Lot") (suite no. ◆) in ◆, The Owners, Strata Plan LMS◆ (the "Strata Corporation") or the Tenant (as defined below).

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

7. Assignment. Effective as of the date of the purchase of the Strata Lot by the Assignee, the Assignor hereby assigns to the Assignee its partial interest in the lease (the "Lease") dated ◆ and made between ◆, as landlord, and ◆ (the "Tenant"), as tenant, pertaining to the exclusive right to lease the Storage Locker for the balance of the Term (as defined in the Lease). Subject to section 4.2 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation with a copy to the Tenant.
8. Assignment Contingent Upon Strata Lot Ownership. Unless the Assignee is the Strata Corporation or the Tenant, the Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Storage Locker for as long as the Assignee owns the Strata Lot.
9. Compliance. The Assignee agrees to use the Storage Locker in accordance with the bylaws, rules and regulations of the Strata Corporation, but only to the extent such bylaws, rules and regulations do not materially interfere with the Assignee's rights under this Assignment.
10. Sale or Disposition. The Assignee may only assign its rights under this Assignment in accordance with the Lease.
11. Acknowledgement. The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.
12. Enurement. This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties have executed this Assignment effective as of the ◆ day of 20◆.

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

**EXHIBIT "E"**  
**STRATA FEES**

**EXHIBIT "E"**

**STRATA FEES**

Strata Lot Number	Unit Number	Unit Entitlement	Annual Operating Fee	Annual Contingency Reserve Fund Fee	Total Monthly Strata Fee
1	202	78	\$4,160.93	\$208.05	\$364.08
2	203	51	\$2,720.61	\$136.03	\$238.05
3	204	65	\$3,467.44	\$173.37	\$303.40
4	205	51	\$2,720.61	\$136.03	\$238.05
5	206	51	\$2,720.61	\$136.03	\$238.05
6	207	65	\$3,467.44	\$173.37	\$303.40
7	208	48	\$2,560.57	\$128.03	\$224.05
8	209	40	\$2,133.81	\$106.69	\$186.71
9	210	37	\$1,973.77	\$98.69	\$172.71
10	201	53	\$2,827.30	\$141.37	\$247.39
11	302	78	\$4,160.93	\$208.05	\$364.08
12	303	51	\$2,720.61	\$136.03	\$238.05
13	304	65	\$3,467.44	\$173.37	\$303.40
14	305	51	\$2,720.61	\$136.03	\$238.05
15	306	51	\$2,720.61	\$136.03	\$238.05
16	307	65	\$3,467.44	\$173.37	\$303.40
17	308	48	\$2,560.57	\$128.03	\$224.05
18	309	40	\$2,133.81	\$106.69	\$186.71
19	310	37	\$1,973.77	\$98.69	\$172.71
20	301	53	\$2,827.30	\$141.37	\$247.39
21	502	78	\$4,160.93	\$208.05	\$364.08
22	503	51	\$2,720.61	\$136.03	\$238.05
23	504	65	\$3,467.44	\$173.37	\$303.40
24	505	51	\$2,720.61	\$136.03	\$238.05
25	506	51	\$2,720.61	\$136.03	\$238.05
26	507	65	\$3,467.44	\$173.37	\$303.40
27	508	48	\$2,560.57	\$128.03	\$224.05
28	509	40	\$2,133.81	\$106.69	\$186.71
29	510	37	\$1,973.77	\$98.69	\$172.71
30	501	53	\$2,827.30	\$141.37	\$247.39
31	602	78	\$4,160.93	\$208.05	\$364.08
32	603	51	\$2,720.61	\$136.03	\$238.05
33	604	65	\$3,467.44	\$173.37	\$303.40
34	605	51	\$2,720.61	\$136.03	\$238.05
35	606	51	\$2,720.61	\$136.03	\$238.05
36	607	65	\$3,467.44	\$173.37	\$303.40
37	608	48	\$2,560.57	\$128.03	\$224.05
38	609	40	\$2,133.81	\$106.69	\$186.71
39	610	37	\$1,973.77	\$98.69	\$172.71
40	601	53	\$2,827.30	\$141.37	\$247.39
41	702	78	\$4,160.93	\$208.05	\$364.08
42	703	51	\$2,720.61	\$136.03	\$238.05
43	704	65	\$3,467.44	\$173.37	\$303.40
44	705	51	\$2,720.61	\$136.03	\$238.05
45	706	51	\$2,720.61	\$136.03	\$238.05
46	707	65	\$3,467.44	\$173.37	\$303.40
47	708	48	\$2,560.57	\$128.03	\$224.05
48	709	40	\$2,133.81	\$106.69	\$186.71
49	710	37	\$1,973.77	\$98.69	\$172.71
50	701	53	\$2,827.30	\$141.37	\$247.39

Strata Lot Number	Unit Number	Unit Entitlement	Annual Operating Fee	Annual Contingency Reserve Fund Fee	Total Monthly Strata Fee
51	802	78	\$4,160.93	\$208.05	\$364.08
52	803	51	\$2,720.61	\$136.03	\$238.05
53	804	65	\$3,467.44	\$173.37	\$303.40
54	805	51	\$2,720.61	\$136.03	\$238.05
55	806	51	\$2,720.61	\$136.03	\$238.05
56	807	65	\$3,467.44	\$173.37	\$303.40
57	808	48	\$2,560.57	\$128.03	\$224.05
58	809	40	\$2,133.81	\$106.69	\$186.71
59	810	37	\$1,973.77	\$98.69	\$172.71
60	801	53	\$2,827.30	\$141.37	\$247.39
61	902	78	\$4,160.93	\$208.05	\$364.08
62	903	51	\$2,720.61	\$136.03	\$238.05
63	904	65	\$3,467.44	\$173.37	\$303.40
64	905	51	\$2,720.61	\$136.03	\$238.05
65	906	51	\$2,720.61	\$136.03	\$238.05
66	907	65	\$3,467.44	\$173.37	\$303.40
67	908	48	\$2,560.57	\$128.03	\$224.05
68	909	40	\$2,133.81	\$106.69	\$186.71
69	910	37	\$1,973.77	\$98.69	\$172.71
70	901	53	\$2,827.30	\$141.37	\$247.39
71	1002	78	\$4,160.93	\$208.05	\$364.08
72	1003	51	\$2,720.61	\$136.03	\$238.05
73	1004	65	\$3,467.44	\$173.37	\$303.40
74	1005	51	\$2,720.61	\$136.03	\$238.05
75	1006	51	\$2,720.61	\$136.03	\$238.05
76	1007	65	\$3,467.44	\$173.37	\$303.40
77	1008	48	\$2,560.57	\$128.03	\$224.05
78	1009	40	\$2,133.81	\$106.69	\$186.71
79	1010	37	\$1,973.77	\$98.69	\$172.71
80	1001	53	\$2,827.30	\$141.37	\$247.39
81	1102	78	\$4,160.93	\$208.05	\$364.08
82	1103	51	\$2,720.61	\$136.03	\$238.05
83	1104	65	\$3,467.44	\$173.37	\$303.40
84	1105	51	\$2,720.61	\$136.03	\$238.05
85	1106	51	\$2,720.61	\$136.03	\$238.05
86	1107	65	\$3,467.44	\$173.37	\$303.40
87	1108	48	\$2,560.57	\$128.03	\$224.05
88	1109	40	\$2,133.81	\$106.69	\$186.71
89	1110	37	\$1,973.77	\$98.69	\$172.71
90	1101	53	\$2,827.30	\$141.37	\$247.39
91	1202	78	\$4,160.93	\$208.05	\$364.08
92	1203	51	\$2,720.61	\$136.03	\$238.05
93	1204	65	\$3,467.44	\$173.37	\$303.40
94	1205	51	\$2,720.61	\$136.03	\$238.05
95	1206	51	\$2,720.61	\$136.03	\$238.05
96	1207	65	\$3,467.44	\$173.37	\$303.40
97	1208	48	\$2,560.57	\$128.03	\$224.05
98	1209	40	\$2,133.81	\$106.69	\$186.71
99	1210	37	\$1,973.77	\$98.69	\$172.71
100	1201	53	\$2,827.30	\$141.37	\$247.39
101	1302	78	\$4,160.93	\$208.05	\$364.08
102	1303	51	\$2,720.61	\$136.03	\$238.05
103	1304	65	\$3,467.44	\$173.37	\$303.40
104	1305	51	\$2,720.61	\$136.03	\$238.05

Strata Lot Number	Unit Number	Unit Entitlement	Annual Operating Fee	Annual Contingency Reserve Fund Fee	Total Monthly Strata Fee
105	1306	51	\$2,720.61	\$136.03	\$238.05
106	1307	65	\$3,467.44	\$173.37	\$303.40
107	1308	48	\$2,560.57	\$128.03	\$224.05
108	1309	40	\$2,133.81	\$106.69	\$186.71
109	1310	37	\$1,973.77	\$98.69	\$172.71
110	1301	53	\$2,827.30	\$141.37	\$247.39
111	1502	78	\$4,160.93	\$208.05	\$364.08
112	1503	51	\$2,720.61	\$136.03	\$238.05
113	1504	65	\$3,467.44	\$173.37	\$303.40
114	1505	51	\$2,720.61	\$136.03	\$238.05
115	1506	51	\$2,720.61	\$136.03	\$238.05
116	1507	65	\$3,467.44	\$173.37	\$303.40
117	1508	48	\$2,560.57	\$128.03	\$224.05
118	1509	40	\$2,133.81	\$106.69	\$186.71
119	1510	37	\$1,973.77	\$98.69	\$172.71
120	1501	53	\$2,827.30	\$141.37	\$247.39
121	1602	78	\$4,160.93	\$208.05	\$364.08
122	1603	51	\$2,720.61	\$136.03	\$238.05
123	1604	65	\$3,467.44	\$173.37	\$303.40
124	1605	51	\$2,720.61	\$136.03	\$238.05
125	1606	51	\$2,720.61	\$136.03	\$238.05
126	1607	65	\$3,467.44	\$173.37	\$303.40
127	1608	48	\$2,560.57	\$128.03	\$224.05
128	1609	40	\$2,133.81	\$106.69	\$186.71
129	1610	37	\$1,973.77	\$98.69	\$172.71
130	1601	54	\$2,880.64	\$144.03	\$252.06
131	1702	78	\$4,160.93	\$208.05	\$364.08
132	1703	51	\$2,720.61	\$136.03	\$238.05
133	1704	65	\$3,467.44	\$173.37	\$303.40
134	1705	51	\$2,720.61	\$136.03	\$238.05
135	1706	51	\$2,720.61	\$136.03	\$238.05
136	1707	65	\$3,467.44	\$173.37	\$303.40
137	1708	48	\$2,560.57	\$128.03	\$224.05
138	1709	40	\$2,133.81	\$106.69	\$186.71
139	1710	37	\$1,973.77	\$98.69	\$172.71
140	1701	54	\$2,880.64	\$144.03	\$252.06
141	1802	78	\$4,160.93	\$208.05	\$364.08
142	1803	51	\$2,720.61	\$136.03	\$238.05
143	1804	65	\$3,467.44	\$173.37	\$303.40
144	1805	51	\$2,720.61	\$136.03	\$238.05
145	1806	51	\$2,720.61	\$136.03	\$238.05
146	1807	65	\$3,467.44	\$173.37	\$303.40
147	1808	48	\$2,560.57	\$128.03	\$224.05
148	1809	40	\$2,133.81	\$106.69	\$186.71
149	1810	37	\$1,973.77	\$98.69	\$172.71
150	1801	54	\$2,880.64	\$144.03	\$252.06
151	1902	78	\$4,160.93	\$208.05	\$364.08
152	1903	51	\$2,720.61	\$136.03	\$238.05
153	1904	65	\$3,467.44	\$173.37	\$303.40
154	1905	51	\$2,720.61	\$136.03	\$238.05
155	1906	51	\$2,720.61	\$136.03	\$238.05
156	1907	65	\$3,467.44	\$173.37	\$303.40
157	1908	48	\$2,560.57	\$128.03	\$224.05
158	1909	40	\$2,133.81	\$106.69	\$186.71



Strata Lot Number	Unit Number	Unit Entitlement	Annual Operating Fee	Annual Contingency Reserve Fund Fee	Total Monthly Strata Fee
159	1910	37	\$1,973.77	\$98.69	\$172.71
160	1901	54	\$2,880.64	\$144.03	\$252.06
161	2002	78	\$4,160.93	\$208.05	\$364.08
162	2003	51	\$2,720.61	\$136.03	\$238.05
163	2004	65	\$3,467.44	\$173.37	\$303.40
164	2005	51	\$2,720.61	\$136.03	\$238.05
165	2006	51	\$2,720.61	\$136.03	\$238.05
166	2007	65	\$3,467.44	\$173.37	\$303.40
167	2008	48	\$2,560.57	\$128.03	\$224.05
168	2009	40	\$2,133.81	\$106.69	\$186.71
169	2010	37	\$1,973.77	\$98.69	\$172.71
170	2001	54	\$2,880.64	\$144.03	\$252.06
171	2102	78	\$4,160.93	\$208.05	\$364.08
172	2103	51	\$2,720.61	\$136.03	\$238.05
173	2104	65	\$3,467.44	\$173.37	\$303.40
174	2105	51	\$2,720.61	\$136.03	\$238.05
175	2106	51	\$2,720.61	\$136.03	\$238.05
176	2107	65	\$3,467.44	\$173.37	\$303.40
177	2108	48	\$2,560.57	\$128.03	\$224.05
178	2109	40	\$2,133.81	\$106.69	\$186.71
179	2110	37	\$1,973.77	\$98.69	\$172.71
180	2101	54	\$2,880.64	\$144.03	\$252.06
181	2202	78	\$4,160.93	\$208.05	\$364.08
182	2203	51	\$2,720.61	\$136.03	\$238.05
183	2204	59	\$3,147.37	\$157.37	\$275.39
184	2205	54	\$2,880.64	\$144.03	\$252.06
185	2206	81	\$4,320.96	\$216.05	\$378.08
186	2207	85	\$4,534.34	\$226.72	\$396.76
187	2201	54	\$2,880.64	\$144.03	\$252.06
188	2302	78	\$4,160.93	\$208.05	\$364.08
189	2303	51	\$2,720.61	\$136.03	\$238.05
190	2304	59	\$3,147.37	\$157.37	\$275.39
191	2305	54	\$2,880.64	\$144.03	\$252.06
192	2306	81	\$4,320.96	\$216.05	\$378.08
193	2307	85	\$4,534.34	\$226.72	\$396.76
194	2301	54	\$2,880.64	\$144.03	\$252.06
195	PH1	81	\$4,320.96	\$216.05	\$378.08
196	PH2	68	\$3,627.47	\$181.38	\$317.40
197	PH3	101	\$5,387.87	\$269.40	\$471.44
198	207	83	\$4,427.65	\$221.38	\$387.42
199	208	40	\$2,133.81	\$106.69	\$186.71
200	209	50	\$2,667.26	\$133.36	\$233.39
201	210	50	\$2,667.26	\$133.36	\$233.39
202	211	50	\$2,667.26	\$133.36	\$233.39
203	212	50	\$2,667.26	\$133.36	\$233.39
204	213	50	\$2,667.26	\$133.36	\$233.39
205	214	49	\$2,613.92	\$130.70	\$228.72
206	215	73	\$3,894.20	\$194.71	\$340.74
207	216	56	\$2,987.33	\$149.37	\$261.39
208	217	50	\$2,667.26	\$133.36	\$233.39
209	218	50	\$2,667.26	\$133.36	\$233.39
210	219	50	\$2,667.26	\$133.36	\$233.39
211	220	50	\$2,667.26	\$133.36	\$233.39
212	221	47	\$2,240.50	\$112.03	\$196.04

Strata Lot Number	Unit Number	Unit Entitlement	Annual Operating Fee	Annual Contingency Reserve Fund Fee	Total Monthly Strata Fee
213	222	41	\$2,187.15	\$109.36	\$191.38
214	201	49	\$2,613.92	\$130.70	\$228.72
215	202	73	\$3,894.20	\$194.71	\$340.74
216	203	68	\$3,627.47	\$181.38	\$317.40
217	204	42	\$2,240.50	\$112.03	\$196.04
218	205	42	\$2,240.50	\$112.03	\$196.04
219	206	53	\$2,827.30	\$141.37	\$247.39
220	307	83	\$4,427.65	\$221.38	\$387.42
221	308	40	\$2,133.81	\$106.69	\$186.71
222	309	50	\$2,667.26	\$133.36	\$233.39
223	310	50	\$2,667.26	\$133.36	\$233.39
224	311	50	\$2,667.26	\$133.36	\$233.39
225	312	50	\$2,667.26	\$133.36	\$233.39
226	313	50	\$2,667.26	\$133.36	\$233.39
227	314	49	\$2,613.92	\$130.70	\$228.72
228	315	73	\$3,894.20	\$194.71	\$340.74
229	316	63	\$3,360.75	\$168.04	\$294.07
230	317	50	\$2,667.26	\$133.36	\$233.39
231	318	50	\$2,667.26	\$133.36	\$233.39
232	319	50	\$2,667.26	\$133.36	\$233.39
233	320	50	\$2,667.26	\$133.36	\$233.39
234	321	42	\$2,240.50	\$112.03	\$196.04
235	322	41	\$2,187.15	\$109.36	\$191.38
236	301	49	\$2,613.92	\$130.70	\$228.72
237	302	73	\$3,894.20	\$194.71	\$340.74
238	303	68	\$3,627.47	\$181.38	\$317.40
239	304	42	\$2,240.50	\$112.03	\$196.04
240	305	42	\$2,240.50	\$112.03	\$196.04
241	306	53	\$2,827.30	\$141.37	\$247.39
242	507	83	\$4,427.65	\$221.38	\$387.42
243	508	40	\$2,133.81	\$106.69	\$186.71
244	509	50	\$2,667.26	\$133.36	\$233.39
245	510	50	\$2,667.26	\$133.36	\$233.39
246	511	50	\$2,667.26	\$133.36	\$233.39
247	512	50	\$2,667.26	\$133.36	\$233.39
248	513	50	\$2,667.26	\$133.36	\$233.39
249	514	49	\$2,613.92	\$130.70	\$228.72
250	515	73	\$3,894.20	\$194.71	\$340.74
251	516	63	\$3,360.75	\$168.04	\$294.07
252	517	50	\$2,667.26	\$133.36	\$233.39
253	518	50	\$2,667.26	\$133.36	\$233.39
254	519	50	\$2,667.26	\$133.36	\$233.39
255	520	50	\$2,667.26	\$133.36	\$233.39
256	521	42	\$2,240.50	\$112.03	\$196.04
257	522	41	\$2,187.15	\$109.36	\$191.38
258	501	49	\$2,613.92	\$130.70	\$228.72
259	502	73	\$3,894.20	\$194.71	\$340.74
260	503	68	\$3,627.47	\$181.38	\$317.40
261	504	42	\$2,240.50	\$112.03	\$196.04
262	505	42	\$2,240.50	\$112.03	\$196.04
263	506	53	\$2,827.30	\$141.37	\$247.39
264	607	83	\$4,427.65	\$221.38	\$387.42
265	608	40	\$2,133.81	\$106.69	\$186.71
266	609	50	\$2,667.26	\$133.36	\$233.39

Strata Lot Number	Unit Number	Unit Entitlement	Annual Operating Fee	Annual Contingency Reserve Fund Fee	Total Monthly Strata Fee
267	610	50	\$2,667.26	\$133.36	\$233.39
268	611	50	\$2,667.26	\$133.36	\$233.39
269	612	50	\$2,667.26	\$133.36	\$233.39
270	613	50	\$2,667.26	\$133.36	\$233.39
271	614	49	\$2,613.92	\$130.70	\$228.72
272	615	73	\$3,894.20	\$194.71	\$340.74
273	616	63	\$3,360.75	\$168.04	\$294.07
274	617	50	\$2,667.26	\$133.36	\$233.39
275	618	50	\$2,667.26	\$133.36	\$233.39
276	619	50	\$2,667.26	\$133.36	\$233.39
277	620	50	\$2,667.26	\$133.36	\$233.39
278	621	42	\$2,240.50	\$112.03	\$196.04
279	622	41	\$2,187.15	\$109.36	\$191.38
280	601	49	\$2,613.92	\$130.70	\$228.72
281	602	73	\$3,894.20	\$194.71	\$340.74
282	603	68	\$3,627.47	\$181.38	\$317.40
283	604	42	\$2,240.50	\$112.03	\$196.04
284	605	42	\$2,240.50	\$112.03	\$196.04
285	606	53	\$2,827.30	\$141.37	\$247.39
286	707	83	\$4,427.65	\$221.38	\$387.42
287	708	40	\$2,133.81	\$106.69	\$186.71
288	709	50	\$2,667.26	\$133.36	\$233.39
289	710	49	\$2,613.92	\$130.70	\$228.72
290	711	49	\$2,613.92	\$130.70	\$228.72
291	712	49	\$2,613.92	\$130.70	\$228.72
292	713	50	\$2,667.26	\$133.36	\$233.39
293	714	49	\$2,613.92	\$130.70	\$228.72
294	715	51	\$2,720.61	\$136.03	\$238.05
295	716	63	\$3,360.75	\$168.04	\$294.07
296	717	50	\$2,667.26	\$133.36	\$233.39
297	718	50	\$2,667.26	\$133.36	\$233.39
298	719	50	\$2,667.26	\$133.36	\$233.39
299	720	50	\$2,667.26	\$133.36	\$233.39
300	721	42	\$2,240.50	\$112.03	\$196.04
301	722	41	\$2,187.15	\$109.36	\$191.38
302	701	49	\$2,613.92	\$130.70	\$228.72
303	702	73	\$3,894.20	\$194.71	\$340.74
304	703	68	\$3,627.47	\$181.38	\$317.40
305	704	42	\$2,240.50	\$112.03	\$196.04
306	705	42	\$2,240.50	\$112.03	\$196.04
307	706	53	\$2,827.30	\$141.37	\$247.39
308	807	86	\$4,587.69	\$229.39	\$401.42
309	808	58	\$3,094.02	\$154.70	\$270.73
310	809	58	\$3,094.02	\$154.70	\$270.73
311	810	58	\$3,094.02	\$154.70	\$270.73
312	811	58	\$3,094.02	\$154.70	\$270.73
313	812	75	\$4,000.89	\$200.05	\$350.08
314	813	50	\$2,667.26	\$133.36	\$233.39
315	814	50	\$2,667.26	\$133.36	\$233.39
316	815	50	\$2,667.26	\$133.36	\$233.39
317	816	42	\$2,240.50	\$112.03	\$196.04
318	817	41	\$2,187.15	\$109.36	\$191.38
319	801	49	\$2,613.92	\$130.70	\$228.72
320	802	73	\$3,894.20	\$194.71	\$340.74

Strata Lot Number	Unit Number	Unit Entitlement	Annual Operating Fee	Annual Contingency Reserve Fund Fee	Total Monthly Strata Fee
321	803	68	\$3,627.47	\$181.38	\$317.40
322	804	42	\$2,240.50	\$112.03	\$196.04
323	805	42	\$2,240.50	\$112.03	\$196.04
324	806	55	\$2,933.99	\$146.70	\$256.72
325	PH5	59	\$3,147.37	\$157.37	\$275.39
326	PH6	51	\$2,720.61	\$136.03	\$238.05
327	PH7	51	\$2,720.61	\$136.03	\$238.05
328	PH8	51	\$2,720.61	\$136.03	\$238.05
329	PH9	51	\$2,720.61	\$136.03	\$238.05
330	PH10	51	\$2,720.61	\$136.03	\$238.05
331	PH11	77	\$4,107.58	\$205.38	\$359.41
332	PH1	53	\$2,827.30	\$141.37	\$247.39
333	PH2	59	\$3,147.37	\$157.37	\$275.39
334	PH3	58	\$3,094.02	\$154.70	\$270.73
335	PH4	44	\$2,347.19	\$117.36	\$205.38
<b>TOTALS:</b>		<b>18,250</b>	<b>\$973,550.00</b>	<b>\$48,678.00</b>	<b>\$85,185.67</b>

**EXHIBIT "F"**

**INTERIM BUDGET**

**2300 KINGSWAY**  
**EXHIBIT "F"**  
**INTERIM OPERATING BUDGET**  
**April 2010**

**INCOME**

Owners' Contributions SL 1 to 335	\$ 1,016,228	
Rental-Caretaker Suite	<u>6,000</u>	
<b>Total Income</b>		<b>\$ 1,022,228</b>

**EXPENSES**

**Administration**

Insurance/Appraisal	\$ 80,000	
Legal fees	500	
Miscellaneous	7,000	
Telephone/Pager	<u>2,500</u>	
<b>Total</b>		<b>\$ 90,000</b>

**Utilities**

Electricity	\$ 80,000	
Gas	134,000	
Water/Sewer	<u>60,000</u>	
<b>Total</b>		<b>\$ 274,000</b>

**Contracts**

Alarm monitoring	\$ 2,500	
Building envelope inspection	15,000	
Elevator maintenance	36,000	
Enterphone	3,000	
Fire equipment maintenance/inspections	13,000	
Garbage compactor lease	15,000	
Garbage disposal/recycling	23,000	
Janitorial cleaning	70,000	
Landscape maintenance	18,000	
Mechanical equipment maintenance	15,000	
Property management fees	81,000	
Security	100,000	
Window cleaning	<u>40,000</u>	
<b>Total</b>		<b>\$ 431,500</b>

**Repairs & Maintenance**

Parking lot maintenance (P4 to P2)	\$ 4,000	
Repairs & maintenance	30,000	
Supplies	<u>6,000</u>	
<b>Total</b>		<b>\$ 40,000</b>

**Employee Expenses**

Wages and benefits	\$ 60,000	
Assistant	<u>36,000</u>	
<b>Total</b>		<b>\$ 96,000</b>

**2300 KINGSWAY**  
**EXHIBIT "F"**  
**INTERIM OPERATING BUDGET**  
**April 2010**

**Resident Manager Unit**

Mortgage	\$ 22,000	
Strata fees	2,800	
Property Taxes	<u>250</u>	
<b>Total</b>		<b>\$ 25,050</b>

**Shared Facility Expenses**

**Airspace No. 1 - Residential Portion**

Electricity	\$ 2,000	
Alarm monitoring	500	
Fire equipment	1,000	
Janitorial cleaning	2,000	
Mechanical equipment maintenance	1,000	
Parking lot maintenance	1,000	
Miscellaneous	<u>1,000</u>	
		<b>\$ 8,500</b>

**Airspace No. 2 - Residential Portion**

Electricity	\$ 2,000	
Alarm monitoring	500	
Fire equipment	1,000	
Janitorial cleaning	2,000	
Mechanical equipment maintenance	1,000	
Parking lot maintenance	1,000	
Miscellaneous	<u>1,000</u>	
		<b>\$ 8,500</b>

**Total Expenses** **\$ 973,550**

**\*Contingency Reserve = 5%** **\$ 48,678**

**Total Expenses + Contingency Reserve** **\$ 1,022,228**

\*Contributions to Contingency Reserve Fund are based on 5% of Operating Fund Budget. It is anticipated that the Developer will contribute an additional 5% of the Operating Fund Budget at the time of the first conveyance of a Strata Lot (SPA12(1)).

**EXHIBIT "G"**

**FORM J  
RENTAL DISCLOSURE STATEMENT**



Strata Property Act

Form J

[am. B.C. Reg. 312/2009, s. 8.]

RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: PID No. 027-551-903, Lot 1 Block 11 District Lot 393 Group 1 New Westminster District Plan BCP36568

This Rental Disclosure Statement is [Check whichever box is correct and provide any required information.]

[X] the first Rental Disclosure Statement filed in relation to the above-noted strata plan.

[ ] a changed Rental Disclosure Statement filed under section 139(4) of the Strata Property Act, and the original Rental Disclosure Statement filed in the relation to the above-noted strata plan was filed on .....[dd/mm/yyyy].....

- 1. The development described above includes 335 residential strata lots.
2. The residential strata lots 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.

[Describe all strata lots rented out by owner developer as of the date of this statement.]

Table with 2 columns: Description of Strata Lot [strata lot number as shown on strata plan] and Date Rental Period Expires [specify a date - "indefinitely" or timing related to an event is not acceptable]\*. Row 1: NIL

\*Section 143(2) of the Strata Property Act provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before the date.

- 3. In addition to the number of residential units rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 335 residential strata lots, as described below, until the date set out opposite each strata lot's description.

[Describe all strata lots intended to be rented out by the owner developer/]

Table with 2 columns: Description of Strata Lot [strata lot number as shown on strata plan] and Date Rental Period Expires [specify a date - "indefinitely" or timing related to an event is not acceptable]\*. Row 1: Strata Lots 1 to 335, 01 Dec 2080

\*Section 143(2) of the Strata Property Act provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

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

OR

~~There is a bylaw of the strata corporation that restricts the rental of strata lots, the text of which is attached to and forms part of this statement.~~

[Strike out sentence which does not apply.]

Date: April \_\_\_\_\_, 2010.

**2300 KINGSWAY RESIDENCES  
LIMITED PARTNERSHIP, by its General Partner,  
KINGSWAY RESIDENCES HOLDINGS LTD.**

**2300 KINGSWAY PROPERTIES  
LTD.**

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

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


**EXHIBIT "H"**

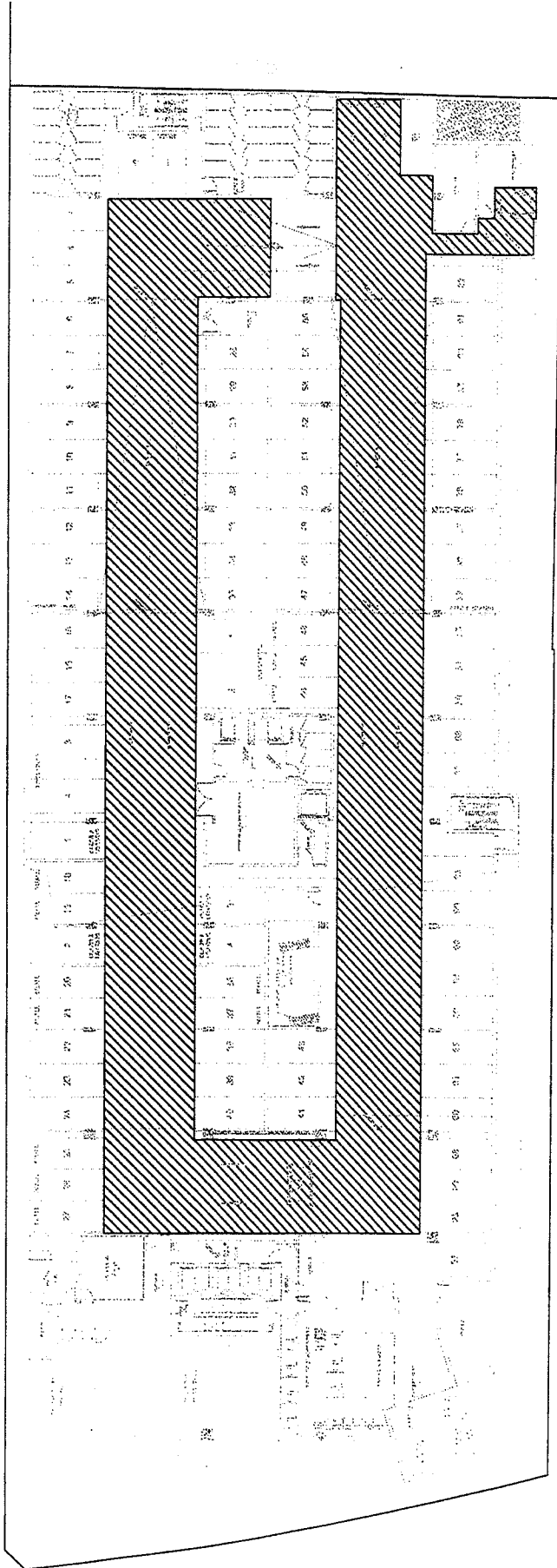
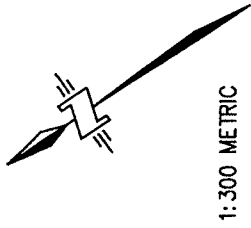
**CHILD CARE FACILITY EASEMENT SKETCH PLAN**

**CHILD CARE SKETCH PLAN FOR PARKING AND  
BIKE STORAGE AT 2330 KINGSWAY  
2330-2372 KINGSWAY, VANCOUVER**

**LEVEL P1**

**LEGEND**

 DENOTES EASEMENT AREA



McELHANNY ASSOCIATES  
LAND SURVEYING LTD.  
13160 88th AVENUE  
SURREY, BC V3W 3K3  
TEL: 604-596-0391  
FILE: 2112-07909-04  
DATE: 14 APRIL 2010  
SHEET 1 OF 3


THESE PLANS ARE BASED ON HOTSON BANKER  
BONIFACE HADEN  
DRAWINGS DATED JUNE 9, 2008  
REVISED MARCH 28, 2010

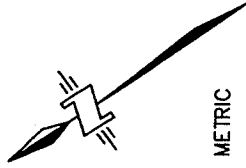
# CHILDCARE SKETCH PLAN FOR PARKING AND BIKE STORAGE AT 2330 KINGSWAY

2330-2372 KINGSWAY, VANCOUVER

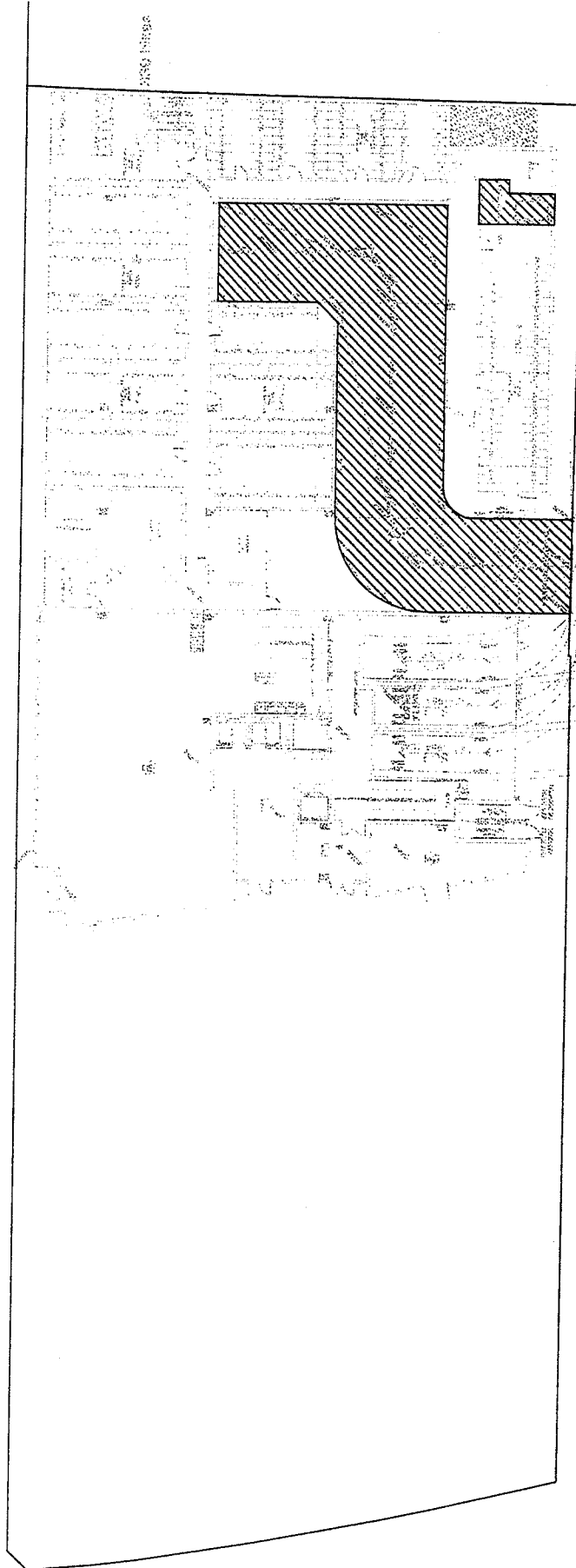
LEVEL PARKING ENTRANCE

LEGEND

 DENOTES EASEMENT AREA

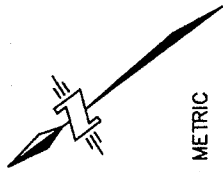


1:300 METRIC




McELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
DATE: 14 APRIL 2010  
SHEET 2 OF 3

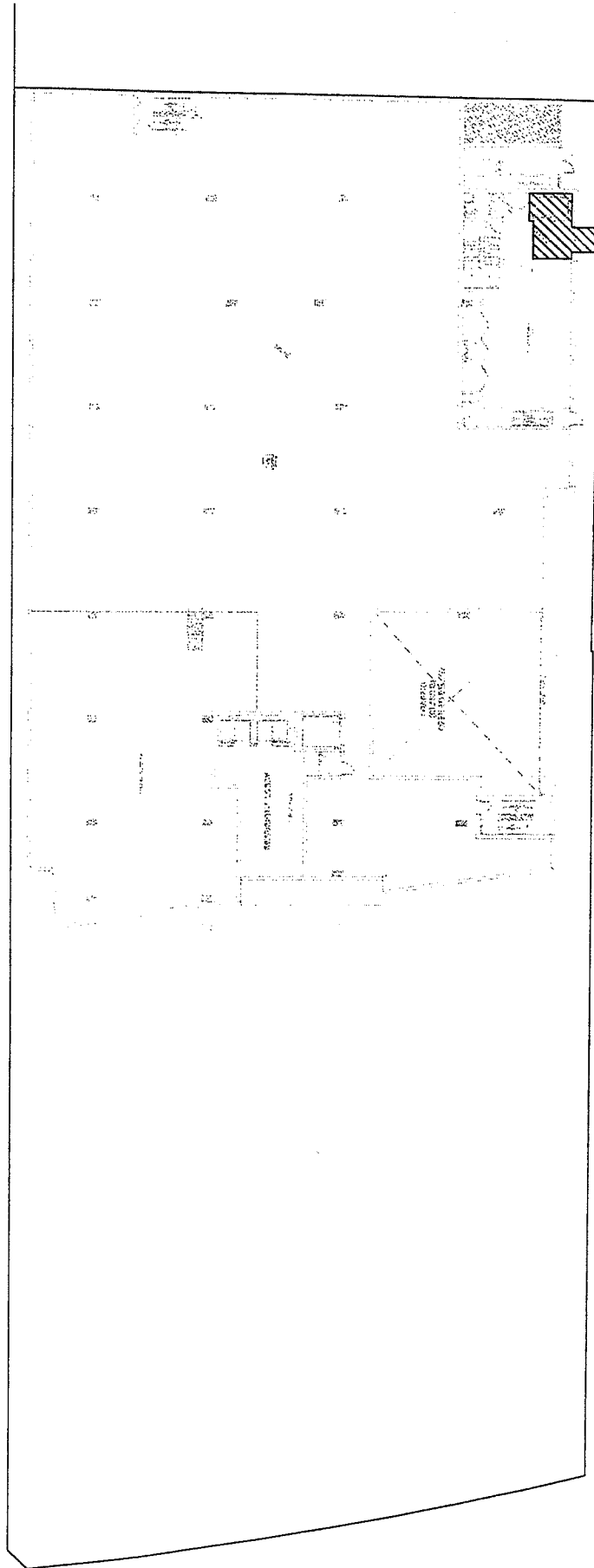
**CHILDCARE SKETCH PLAN FOR PARKING AND  
BIKE STORAGE AT 2330 KINGSWAY  
2330-2372 KINGSWAY, VANCOUVER  
BLDG 2 UPPER GROUND FLOOR**



1:300 METRIC

LEGEND

 DENOTES EASEMENT AREA



McELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
DATE: 14 APRIL 2010  
SHEET 3 OF 3

**EXHIBIT "I"**

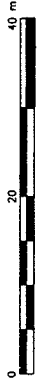
**MEWS SRW**

STATUTORY RIGHT OF WAY PLAN OVER PART OF  
 LOT 1 BLOCK 11 DISTRICT LOT 393 NEW WESTMINSTER DISTRICT  
 PLAN BCP36568

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

BCGS 92G.025

SCALE 1 : 400



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH  
 BY 432mm IN HEIGHT (E-SIDE) WHEN PLOTTED AT A SCALE OF 1:400

INTEGRATED SURVEY AREA No. 31, (CITY OF VANCOUVER), M0083 (CSRS)

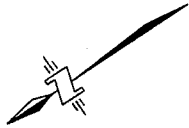
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS

BETWEEN CONTROL MONUMENTS 7 AND 7

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES EXCEPT WHERE  
 OTHERWISE NOTED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL  
 DISTANCES BY CORRECTION FACTOR 0.99977.

LEGEND

- |         |                          |
|---------|--------------------------|
| SYMBOLS | DESCRIPTION              |
| FOUND   |                          |
| PLACED  |                          |
| ○       | CONTROL MONUMENT         |
| □       | STANDARD IRON POST       |
| ●       | LEAD PLUG                |
| ○       | BEARINGS ARC             |
| ⌒       | BEARINGS RADIUS          |
| m2      | BEARINGS SQUARE METRE(S) |



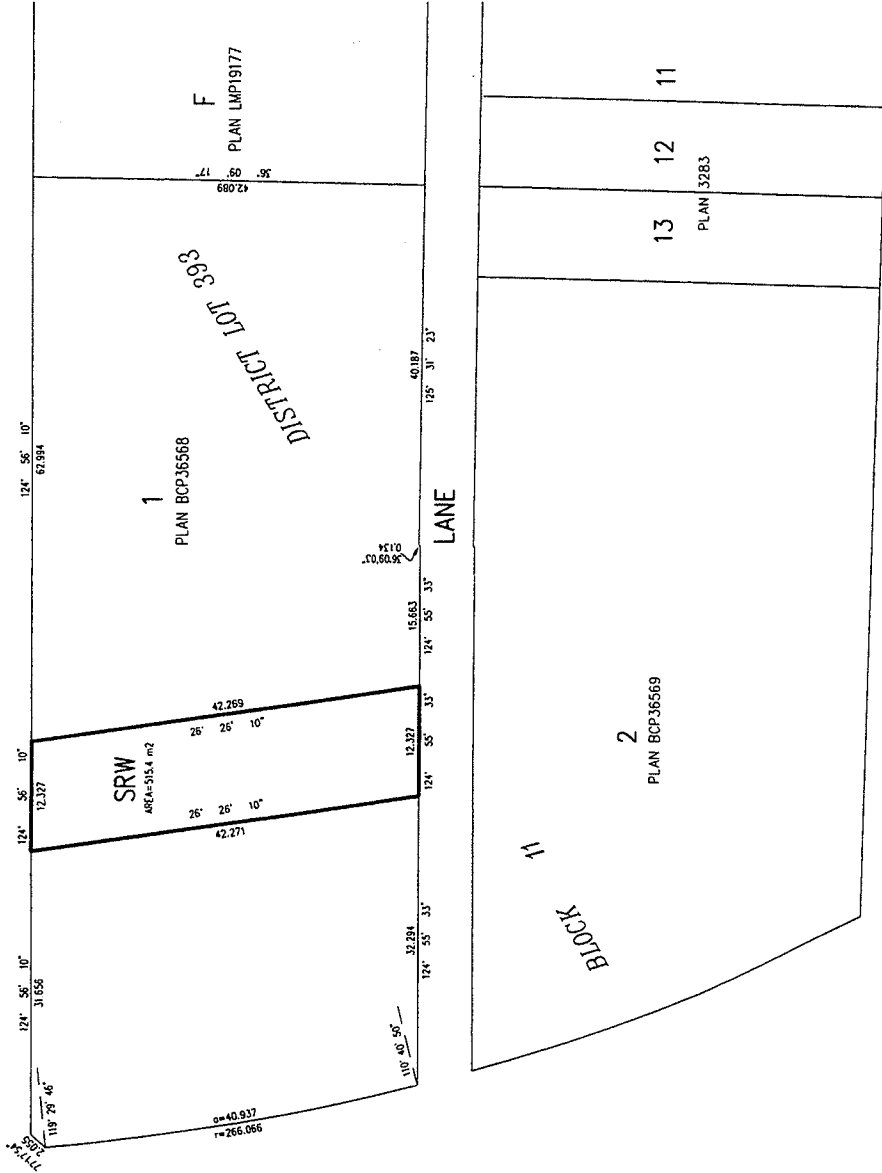
NANAIMO STREET

KINGSWAY

LANE

EAST 30 AVENUE

BOOK OF REFERENCE	
DESCRIPTION	AREA (m <sup>2</sup> )
LOT 1 BLOCK 11 DISTRICT LOT 393 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP36568	515.4



PLAN BCP 36568

DEPOSITED IN THE LAND TITLE OFFICE  
 AT NEW WESTMINSTER, B.C.  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

REGISTRAR

STATEMENT BY SURVEYOR

I, G.A. HOL, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY AND PLOTTING OF THIS PLAN AND THAT THE SURVEY AND PLOTTING WERE CORRECT. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER #2, ON THE ? DAY OF ? ?.

PRELIMINARY

(SIGNATURE OF B.C.L.S.)

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

MACLENNAN ASSOCIATES  
 LAND SURVEYORS LTD.  
 13160 88 AVENUE  
 SURREY, BC V3W 3K3  
 TEL: 604-596-0391  
 FILE: 2112-07809-02

BC



**EXHIBIT "J"**

**A SAMPLE OF THE NEW HOME LIMITED WARRANTY CERTIFICATE**



**Aviva Insurance Company of Canada**  
(hereinafter known as "*The Program*")

**Represented by its Agent, National Home Warranty Group Inc.**  
Suite 400- 543 Granville Street, Vancouver, BC V6C 1X8  
Tel (604) 608-6678 Toll-free 1-888-243-8807 Fax (604) 408-1001

**Project Name:**

**Policy Number:**

**Address of Project Unit:**

**Name of Residential Builder:**

**Limited Home Warranty Insurance Policy**  
For a *Home* in a Strata Residential Building

**SCHEDULE OF HOME WARRANTY EXPIRY DATES**  
(PURSUANT TO HOMEOWNER PROTECTION ACT REGULATION 29/99 SECTION 15 (1))

Notice to the *Owner*. This policy covers different components of your new *home* for specified periods of time. It is important that the following expiry dates be kept in mind, and *The Program* be given prompt written notice of any defects covered by the policy. *The Program* will honour valid claims received up to the applicable Expiry Date listed below. The following descriptions of the coverage for each Expiry Date (in brackets) are for convenience only; refer to PARTS 1, 2 and 3 of this Limited Home Warranty Insurance Policy and the applicable Definitions for a succinct description of the applicable insurance coverage and exclusions.

**Policy "*New Home Commencement Date*"**

**Policy "*Common Property Commencement Date*"**

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

- |   |         |            |
|---|---------|------------|
| • One Year (all materials and labour)                         | Expires | 12:01 a.m. |
| • Two Years (major systems, exterior cladding, Building Code) | Expires | 12:01 a.m. |

**Coverage's for *Common Property* (terms begin on the *Common Property Commencement Date*)**

- |   |         |            |
|---|---------|------------|
| • Fifteen Months (all materials and labour)                   | Expires | 12:01 a.m. |
| • Two Years (major systems, exterior cladding, Building Code) | Expires | 12:01 a.m. |
| • Five Years (building envelope)                              | Expires | 12:01 a.m. |
| • Ten Years (structural)                                      | Expires | 12:01 a.m. |

This is a Limited Policy of Home Warranty Insurance, and it does not cover all components of your new *home*. Read this *policy* thoroughly. The coverage contained in this Limited Home Warranty Insurance Policy is the only home warranty insurance on your *home*, which is binding upon *The Program*. This policy is subject to the provisions of the *Homeowner Protection Act* and its regulations.

In this *policy*, any terminology printed in *italics* is defined and has the same meaning whether capitalized or not. See DEFINITIONS.

  
Robin Spencer  
Authorized signature of Insurer

## DEFINITIONS

In this Limited Home Warranty Insurance Policy:

"Act" means the Homeowner Protection Act.

"Builder" means the Licensed Registered Builder named in this Limited Warranty Policy that was engaged under contract by an owner, developer or vendor to perform or cause to be performed all, or substantially all, of the construction of a new home.

"Building Code" means, as applicable:

- (a) the British Columbia Building Code established under the Municipal Act, or
- (b) the Vancouver Building Bylaw established under the Vancouver Charter,

in force at the time that the building permit was issued for the new home or, in jurisdictions where a building permit is not required, in force when construction commences.

"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 defects that result in the failure of the building envelope to perform its intended function.

"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" has the same meaning as in the Condominium 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.

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

"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.

"Home" means a residential unit in a building constructed by the Builder, or deemed by The Program to be so, and includes a dwelling unit as defined by the Homeowner Protection Act regulations.

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

"Owner" means the person who owns the new home.

"Policy" means the documents provided to the Owner evidencing the Limited Home Warranty Insurance Policy and all forms, riders and endorsements pertaining or attached hereto.

"The Program" means Aviva Insurance Company of Canada represented by its agent, National Home Warranty Group Inc.

"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 Builder.

"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 as defined by the Homeowner Protection Act regulations.

"Strata Corporation" carries the same meaning as in the Condominium Act.

"Structural Defect" means:

- (a) a defect in the materials and labour that results in the failure of a load bearing part of the new home, and
- (b) any defect which causes structural damage that materially and adversely affects the use of the new home for residential occupancy.

## PART 1: COVERAGE

### New Home Materials and Labour Warranty

1. Beginning on the applicable *Commencement Date*, this Limited Home Warranty Insurance includes:
  - (a) In the first 12 months any defect in materials and labour;
  - (b) In the first 24 months:
    - i) Any defect in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems,
    - ii) Any defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the new *home*, and
    - iii) Any *Building Code Defect*;
  - (c) In the first five years, any *Building Envelope Defect* in the new home including a defect which permits unintended water penetration such that it causes, or is likely to cause, material damage to the new home;
  - (d) In the first ten years, any *Structural Defects*.

### Warranty Limits

2. This policy is limited, for all claims under home warranty insurance coverage applicable to the *home*, to:
  - (a) the original purchase price paid by the *Purchaser*, or
  - (b) \$100,000.00whichever is less.

When calculating the cost of claims in respect of the limits under this *Policy* The Program will include:

- i) the cost of repairs,
- ii) the cost of any investigation, engineering and design required for the repairs, and
- iii) the cost of supervision of repairs, including professional review but excluding legal costs.

### 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 does not conform with the *Building Code*;
  - (f) The operation of municipal services, including sanitary and storm sewers;
  - (g) A septic tank or septic field;
  - (h) The quality or quantity of water, either from a piped municipal water supply or from a well;
  - (i) A water well (though equipment installed for the operation of a water well used exclusively for the *home* is considered to be part of the plumbing system for the *home* for the purposes of this warranty);
  - (j) Any defect in or damage to *Common Property*.
4. The exclusions set out above do not include:
  - (a) Recreational and amenity facilities situated in, or included as the *common property* of, a new *home*;
  - (b) A parking structure in a multi-unit building to the extent that the parking structure serves this *home*.

### Defects, Costs or Conditions Excluded from Warranty

5. The following defects, costs or conditions 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 *Builder* or 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 to 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 *Builder* 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 Program* of a defect or discovered loss or a potential defect or loss;
- (g) Any damage caused by insects or rodents or other animals, unless the damage results from non-compliance with the *Building Code* by the *Builder* or its employees, agents or subcontractors;
- (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 *Builder*;
- (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 *Builder* 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 *Builder* 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 the value of the new *home*;
- (o) Bodily injury or damage to personal property caused by the presence or growth of mould;
- (p) The cost of removing personal property and pets from the *home* in order to effect repairs resulting from defects to the *home* or to the *Common Property*.

#### Living-Out Allowance

6. If repairs are required under this warranty and the damage to the *home* or the extent of the repairs to the *home* or to the *Common Property* makes the *home* uninhabitable, this policy will cover the reasonable living-out expenses incurred by the *owner* for alternate accommodation, including hotel, motel, boarding house or bed and breakfast or other rental accommodation, subject to a limit of \$100.00 per day for the actual accommodation cost, up to the day the *home* is ready for occupancy, subject to the *owner* receiving 24 hours advance notice.

This Living-Out Allowance and the limit of \$100.00 per day is inclusive of the limits described under *Warranty Limits 2* of this *Policy*.

#### Warranty on Repairs

7. 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 *home* warranty insurance coverage.

## PART 2: CONDITIONS

### Notice of Defects

8.

- (a) Within a reasonable time after the discovery of a defect and before the expiry of the applicable *home* warranty insurance coverage, the *owner* must give written notice to:
  - i) *The Builder*; and
  - ii) *The Program*.
- (b) Written notice of a defect must be in reasonable detail, must set out any specific defects covered by *home* warranty insurance, and must include the *home* warranty insurance policy number set out on the first page of this document.
- (c) If the *Owner* has notified the *Builder* (only) of a defect before the expiry of the applicable *home* warranty insurance coverage, and the *Owner* is not satisfied with the *Builder's* repair or resolution of that defect, then the *Owner* must notify *The Program* in writing up to the close of business of the applicable expiry date. Such notice must include copies of any relevant documentation and correspondence between the *Owner* and the *Builder*.
- (d) *The Program* cannot provide warranty coverage for any defects of which *The Program* was not notified pursuant to this Section, even if such defects would otherwise be covered by *home* warranty insurance.

### Duties of the Owner

9.

- As conditions of this warranty, the *Owner* must:
- (a) Properly maintain the *home* in keeping with whatever recommended maintenance requirements or procedures that were provided to the original *Owner* by *The Program* or the *Builder*;
  - (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 a 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 Program* 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) Evident 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) Mould growth 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 Program* or the *Builder* or both access to the *home* at all reasonable times to undertake inspection, investigation, monitoring or repair;
  - (h) Provide *The Program* 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.

10.

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 under the Regulations, 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 Program's* option, be excluded from *home* warranty insurance coverage.

11.

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

#### Mediation

12. If a dispute between *The Program* 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 referred to mediation under the Homeowner Protection Act, by delivering to *The Program* a written request to mediate. Such mediation shall be conducted in accordance with the requirements set out in Schedule 2 of the Homeowner Protection Act regulations.

#### Program Obligations

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

#### Transfer of Warranty to Subsequent Purchasers

14. In the event that ownership of the *home* changes during the term of this warranty:
- (a) No notice to *The Program* is required, as the *home warranty insurance* pertains solely to the *new home* for which it provides coverage.
  - (b) All of the applicable unused benefits under *home warranty insurance* 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

15. Where *The Program* makes a payment or assumes liability for any payment or repair under this policy, *The Program* 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 Program* may bring an action, at its expense, in the name of the *Owner* or of the *Strata Corporation* or of *The Program* to enforce such rights.
16. Where *The Program* brings an action to enforce subrogated rights, the *Owner* must fully support and assist *The Program* in the pursuit of those rights.

**EXHIBIT "K"**

**COMMERCIAL AIR SPACE SKETCH PLAN**

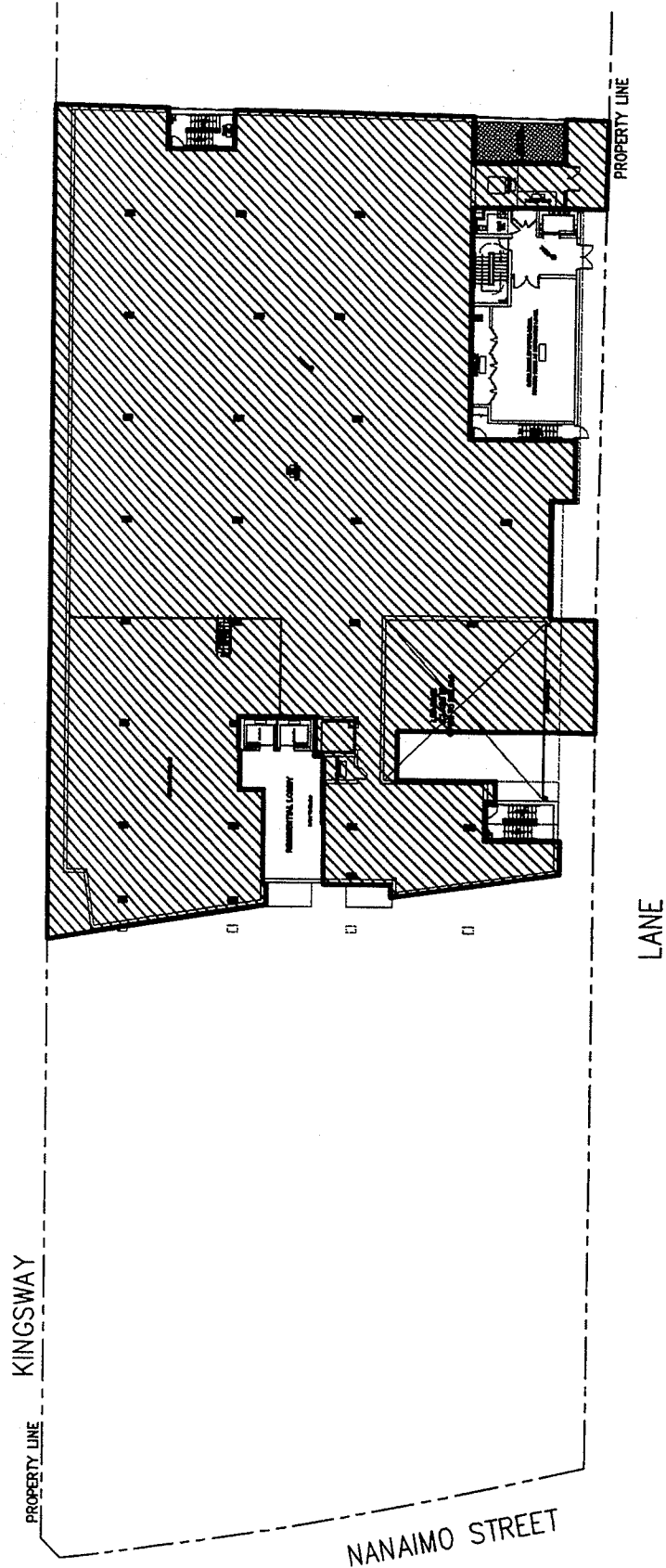


**AIR SPACE BOUNDARIES OF 2330 KINGSWAY  
2330-2372 KINGSWAY, VANCOUVER  
BUILDING 2 UPPER GROUND FLOOR**

**LEGEND**



DENOTES AIR SPACE PARCEL 2 (BUILDING 2)



McELHANNAY ASSOCIATES  
LAND SURVEYING LTD.  
13160 88th AVENUE  
SURREY, BC V3W 3K3  
TEL: 604-596-0391  
FILE: 2112-07909-0 SK  
DATE: 14 APRIL 2010  
SHEET 1 OF 5