SUNRISE VIEWS

310 Semlin Drive
Vancouver, British Columbia

DISCLOSURE STATEMENT

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

April 9, 2010

Developer:	Tatton Development Corp.
Mailing Address and Address for Service:	c/o Lawson Lundell LLP 1600 Cathedral Place 925 West Georgia Street Vancouver, B.C. V6C 3L2
Business Address:	Suite 22 – 1778 West 2nd Avenue Vancouver, B.C. V6J 1H6
Real Estate Agent:	Re/Max Select Properties 250-4255 Arbutus Street Vancouver, B.C. V6J 4R1

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

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the offer to purchase and agreement of purchase and sale. That information has been drawn to the attention of _____ [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

Initials

DISCLAIMER

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

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RIGHT OF RESCISSION

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

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

(a) the developer at the address shown in the disclosure statement received by the purchaser,

(b) the developer at the address shown in the purchaser's purchase agreement,

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

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

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OFFERING MADE UNDER POLICY STATEMENT 5
STRATA LOTS – DEVELOPMENT APPROVALS

This development is being marketed pursuant to Policy Statement #5 issued by the Superintendent.

Under Section 10 of the Act, a developer may market a development unit if the developer has obtained both approval in principle to construct the development unit from the appropriate municipal or other government authority and the Superintendent's permission to begin marketing. Pursuant to Policy Statement #5, the Superintendent considers the issuance of a development permit, or written confirmation from the appropriate municipal or other government authority that the development permit will be issued if certain conditions within the control of the developer are met, to be satisfactory evidence that the creation of the proposed units has been approved in principle. If a development is marketed pursuant to Policy Statement #5, the Superintendent requires the following provisions to be set out in bold in the Disclosure Statement:

(a) The estimated date, as disclosed in the Disclosure Statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the Disclosure Statement with the Superintendent;

(b) The Developer markets the proposed development units under the Disclosure Statement for a period of no more than 9 months from the date the Disclosure Statement was filed with the Superintendent, unless an amendment to the Disclosure Statement that set out particulars of the issued building permit is filed with the Superintendent during that period;

(c) Any purchase agreement used by the Developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit, contains the following provisions:

(i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

(ii) If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

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

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

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1. THE DEVELOPER

1.1 The Developer

The developer is Tatton Development Corp. (the "**Developer**"). The Developer is a British Columbia company incorporated under the *Company Act* (British Columbia) on November 20, 1978 under incorporation number BC0183021 and transitioned under the *Business Corporations Act* (British Columbia) on February 24, 2006.

1.2 Purpose and Assets

The Developer was not incorporated specifically for the purposes of developing the Development (as described in Section 2.1(a) below). The Developer does not have any assets other than those related to the Development.

1.3 Registered and Records Office Address

The registered and records office for the Developer is:

#102 - 2590 Granville Street
Vancouver BC V6H 3H1

1.4 Directors

The sole director of the Developer is Brent Hanson.

1.5 Developer's Background

(a) Previous development experience:

The sole director of the Developer, Brent Hanson, has six (6) years of experience in the real estate development industry, primarily involving work with a corporate developer known as the "South Street Development Group". Through his relationship with the South Street Development Group, Brent Hanson is involved in numerous development projects in the Lower Mainland of British Columbia in addition to the Development.

(b) Regulatory Proceedings:

To the best of the Developer's knowledge, none of the Developer, any principal holder (as defined in Policy Statement 15 issued by the Superintendant of Real Estate, British Columbia) of the Developer, or any director or officer of the Developer or such principal holder, has within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and describe any penalties or sanctions imposed.

To the best of the Developer's knowledge, within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, the Developer has not, nor has any principal holder of the Developer, or any director or officer of (i) the Developer or (ii) any principal holder of the Developer, been subject to any penalties or sanctions imposed by a court

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or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the Developer, any principal holder of the Developer, or any director or officer of:

(i) the Developer; or

(ii) any principal holder of the Developer,

has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the principal holder of the Developer, or any director or officer of:

(i) the Developer; or

(ii) any principal holder of the Developer,

has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

A. was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or

B. was declared bankrupt or made a voluntary assignment in bankruptcy made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

1.6 Conflicts of Interest

There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers, and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Strata Lots (as defined in Section 2.1(b) below) in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision.

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2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Municipal Address and Legal Description

The development (the "**Development**") is or will be located on lands currently municipally described as 310 Semlin Drive, Vancouver, British Columbia, currently legally described as:

Parcel Identifier: 027-345-572
Parcel A Block 39 District Lot 184 Group 1 New Westminster District Plan BCP34171

(the "**Lands**").

The Developer intends to subdivide the Lands into the individual Strata Lots (as defined in subsection 2.1(b) below) by depositing, in the Lower Mainland Land Title Office (the "**Land Title Office**") a strata plan (the "**Final Strata Plan**") substantially in accordance with the preliminary strata plan (the "**Preliminary Strata Plan**") attached hereto as Exhibit "A". It is anticipated that individual Strata Lots will be assigned individual civic addresses during or following the construction of the Development.

(b) The Development

The Development will be a residential development consisting of a total of ten (10) strata lots (collectively, the "**Strata Lots**" and individually, a "**Strata Lot**"). Each Strata Lot will initially be registered in the name of the Developer upon the registration of the Final Strata Plan. The Strata Lots will be townhome style strata lots to be owned individually and each will be located within one of two three-storey, wood frame buildings ("**Building A**" and "**Building B**", respectively, and together, the "**Buildings**"). Each of the Strata Lots will have ground-level entry access. The Developer intends that the Development will contain eight (8) four-bedroom units, one (1) three-bedroom unit, and one (1) two-bedroom plus den unit. The Development will also contain a secure underground parking facility (the "**Parking Facility**") to be located beneath the Development, as further described in Section 3.6(a) below. Vehicular access to the Development will be via the Ramp (as defined in Section 3.6(a) below) accessible from the lane to the south of the Buildings. Pedestrian access to the Development will be via a main entrance, located off of Semlin Drive, and a side entrance located off of Franklin Street.

Subject to the encumbrances referred to in Sections 4.3 and 4.4, each of the owners of the Strata Lots will also be entitled to a proportionate share of the Common Property (defined in Section 3.3 below) of the Development, other common facilities, and other assets of the Strata Corporation (defined in Section 3.2 below), which the owners of the Strata Lots will own as tenants-in-common.

The proposed layout of the Development and the approximate dimensions and locations of the Strata Lots are set out in the Preliminary Strata Plan which is attached hereto as Exhibit "A". The Preliminary Strata Plan is based on architectural drawings. The actual Strata Lots as constructed may vary from what is depicted on the Preliminary Strata Plan.

2.2 Permitted Use

The zoning applicable to the Lands is, as of the date of this Disclosure Statement, C-2C1 (Commercial District) and RM-3A (Multiple Dwelling District). Under the Strata Bylaws (as defined in Section 3.5 below) of the Strata Corporation, the permitted use of each of the Strata

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Lots is residential only and such use will be subject to the restrictions contained in the Strata Bylaws, the City of Vancouver zoning and other bylaws applicable to the Development, the development permit issued for the Development, and the existing and proposed encumbrances referred to in Sections 4.3 and 4.4.

2.3 Phasing

The Development is not part of a phased strata plan.

3. STRATA INFORMATION

3.1 Unit Entitlement

The unit entitlement of a strata lot is a figure indicating the strata lot owner's share in the common property and assets of the strata corporation and is used to determine each strata lot owner's contribution to the expenses of the strata corporation. The Unit Entitlement (as defined in this section) is based on the habitable area in square metres, rounded to the nearest whole number of each strata lot. The habitable area is defined in the *Regulation,* B.C. Reg. 43/2000 (the "***Regulations***") to the *Strata Property Act*, S.B.C. 1998, c. 43 (the "***Strata Property Act***") as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls or storage areas other than closet space". The proposed Form V – Schedule of Unit Entitlement is attached hereto as Exhibit "B" to this Disclosure Statement. The calculation of each Strata Lot owner's unit entitlement (the "**Unit Entitlement**") set out in Exhibit "B" is based on the Preliminary Strata Plan and may vary when calculated on the basis of the Final Strata Plan for the Development.

3.2 Voting

There will be one strata corporation (the "**Strata Corporation**") in respect of the Strata Lots created upon the filing of the Final Strata Plan in the Land Title Office. Each Strata Lot within the Development will have one vote in the Strata Corporation.

3.3 Common Property and Facilities

The Common Property (defined below) of the Development will include landscaped areas, a common courtyard (the "**Courtyard**") located (at ground level) between Building A and Building B, pedestrian walkways, a bicycle storage room (the "**Bicycle Storage Room**") located in the basement of the Buildings in the Parking Facility, garbage disposal and recycling rooms (the "**Garbage and Recycling Rooms**") located in the basement of the Buildings, stairways, the Parking Facility (as defined in Section 2.1(b) below), the Ramp, vehicular accessways within the Parking Facility, electrical and mechanical rooms and related systems, additional service facilities, and equipment such as transformers, fire protection systems and equipment, ducts, vents and fans, and other such facilities or equipment located generally as indicated on the Preliminary Strata Plan attached hereto as Exhibit "A" (collectively, the "**Common Property**").

The cost of operating and maintaining those portions of the Common Property available for use by the owners of Strata Lots will be shared by the owners of the Strata Lots and included in their monthly strata fee assessments.

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3.4 Limited Common Property

Limited common property ("**Limited Common Property**") means areas within the Common Property that may be used exclusively by one or more of the owners of the Strata Lots and any maintenance expenses pertaining to such Limited Common Property will be paid by such owner(s). Any additional maintenance expenses created thereby will be paid or shared by such owner(s) except as provided below. The Limited Common Property will include those areas designated as Limited Common Property as shown on the Preliminary Strata Plan attached hereto as Exhibit "A".

Under the *Strata Property Act*, the Strata Corporation is responsible for maintaining all common property, including limited common property. However, the Strata Corporation may, by bylaw, make owners of Strata Lots responsible for the repair and maintenance of limited common property which they are entitled to use. Bylaws 4 and 12 of the Strata Bylaws (as defined in Section 3.5 below) make an owner responsible for maintaining and repairing Limited Common Property which they use, except the following, which the Strata Corporation will repair and maintain:

(a) repair and maintenance which in the ordinary course of events occurs less than once a year;

(b) the structure of a building;

(c) the exterior of a building, including roofs;

(d) patios, chimneys, stairs, balconies and other things attached to the exterior of a building;

(e) doors, windows and skylights, on the exterior of a building or that front on the Common Property; and

(f) fences, railings and similar structures that enclose patios, balconies and yards.

The following are intended to be designated as Limited Common Property for the exclusive use of the owners, residents, tenants and invitees of Strata Lots:

(a) balconies, patios and decks;

(b) yard areas;

(c) any other areas identified as Limited Common Property on the Preliminary Strata Plan.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property will be allocated only to those Strata Lots entitled to use that Limited Common Property and will be shared among such Strata Lots on the basis of their respective unit entitlements.

3.5 Bylaws

The bylaws (the "**Strata Bylaws**") of the Strata Corporation will be in the form set out in the Form Y – Owner Developer's Notice of Different Bylaws, attached hereto as Exhibit "F".

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3.6 Parking and Bicycle Storage

(a) Parking

It is intended that the Development will include a total of thirteen (13) parking stalls (collectively, the "**Parking Stalls**") located within the Parking Facility (as defined in Section 2.1(b)). The Parking Facility will be constructed beneath the Development and will be secured by a security gate located at the entrance of the Parking Facility. The Parking Facility and Parking Stalls are currently shown on the Preliminary Strata Plan as Common Property. The Developer, in its sole discretion, intends to assign one (1) Parking Stall for the exclusive use of each individual Strata Lot owner, on such terms as the Developer may determine, using one or more of the following methods:

(i) designation on the Final Strata Plan as Limited Common Property, upon filing of the Final Strata Plan in the Land Title Office;

(ii) designation on the Strata Plan as Limited Common Property, subsequent to filing of the Final Strata Plan but before the first annual general meeting of the Strata Corporation in accordance with Section 258 of the *Strata Property Act*;

(iii) partial assignments of rights under a lease entered into prior to filing of the Final Strata Plan in the Land Title Office;

(iv) partial assignments of rights of the Developer with respect to individual Parking Stalls or individual Storage Lockers that may be allocated as Limited Common Property for a Strata Lot to be owned and controlled by the Developer; or

(v) using such other method as the Developer may determine in the Developer's sole discretion.

The Developer may also allocate additional Parking Stalls for the exclusive use of individual Strata Lot owners using one or more of the methods listed above in Section 3.6(a) or designate any of the additional Parking Stalls as Common Property for use as visitor parking stalls. In allocating the Parking Stalls, the Developer is not required to act with a view to the best interests of the Strata Corporation, but must act honestly and in good faith and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. An allocation of Parking Stalls does not require approval by a resolution at an annual or special general meeting. On this basis, the Developer hereby reserves the right to allocate to any of the Strata Lots within the Development a Parking Stall and to designate such Parking Stalls as Limited Common Property of the Strata Corporation or otherwise, at any time up to the first annual general meeting. Some of the Parking Stalls may have limited overhead capacity and/or be designated as small vehicle parking stalls.

The Parking Facility also includes related driveway aisles, exits, stairwells and refuge spaces for ingress and egress from the Parking Facility. Access to and egress from the Parking Facility will be via a ramp (the "**Ramp**") located on the east side of the Building. The Ramp is accessible from the lane to the south of the Development. The approximate location of the Parking Facility and the Ramp is shown on the Preliminary Strata Plan attached hereto as Exhibit "A".

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(b) Bicycle Storage

In addition to parking for residents of the Development, the Bicycle Storage Room is located within the Parking Facility, as shown on the Preliminary Strata Plan, for the non-exclusive use of the owners of the Strata Lots. The Bicycle Storage Room will contain thirteen (13) individual bicycle storage lockers, each of which is intended to be assigned for the exclusive use of each individual Strata Lot owner, on such terms as the Developer may determine, using one or more of the methods outlined in Section 3.6(a) similarly to the allocation of Parking Stalls.

3.7 Furnishings and Equipment

The following equipment/furnishings will be included in the purchase of each Strata Lot:

- one refrigerator
- one range
- one over the range microwave
- one dishwasher
- one stacking washer and dryer

The above items will not be encumbered except to the extent of any mortgage registered in the Land Title Office and any general security agreement filed under the *Personal Property Security Act,* British Columbia. Any filings under the *Personal Property Security Act* will be released upon payment in full of the financing secured by the Construction Security (defined in Section 4.3 below) by the Developer.

Any manufacturer's warranty for appliances and equipment whether located in the Strata Lots or in the Common Property will be passed on to the purchaser or the Strata Corporation, as the case may be, if and to the extent permitted by such warranty.

3.8 Budget

The estimated interim operating budget (the "**Interim Budget**") of the Strata Corporation for the 12 month period beginning on the first day of the month following the month in which the first conveyance of a Strata Lot to a purchaser occurs is attached hereto as Exhibit "D". The monthly allocation of the Interim Budget amongst the Strata Lots is set out in the schedule attached hereto as Exhibit "E" and is calculated in proportion to the Unit Entitlement figure (see Exhibit "B") for each Strata Lot relative to the aggregate Unit Entitlement of all Strata Lots. The actual monthly contributions will be adjusted upon the finalization of the Unit Entitlement figures when the Final Strata Plan is filed. The monthly contributions will be further adjusted upon the establishment by the Strata Corporation of the actual budget of operating expenses at the first annual general meeting of the Strata Corporation.

3.9 Utilities and Services

(a) Utilities and Services

The following municipal and utility services will be provided to the Development: water, electricity, sewerage, telephone, cable and access. Natural gas will not be provided to the Development.

(b) Strata Lot Taxes

Each Strata Lot owner will be responsible for the payment of real property taxes in respect of the owner's Strata Lot. Real property taxes are levied by and payable to the City of Vancouver.

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(c) Strata Lot Expenses

Electricity, cable, telephone and internet will be separately metered or assessed to each Strata Lot and accordingly, are not included in the Interim Budget attached hereto as Exhibit "D". Purchasers must make the appropriate arrangements to set up the provision of and accounts for these services for their respective Strata Lots.

(d) Garbage/Recycling

The Developer intends to enter into a contract with a private service provider for garbage and recycling pick-up and disposal.

(e) Common Area Expenses

Common area utilities and other expenses related to the Common Property will be paid by the Strata Corporation as set out in the Interim Budget attached hereto as Exhibit "D" and the cost of such expenses will be prorated to the owners of the Strata Lots and included in their monthly strata fee assessments.

3.10 Strata Management Contracts

Prior to completion of the construction of the Development, the Developer intends to cause the Strata Corporation to enter into a management agreement with a professional management company, not related to or affiliated with the Developer, with respect to the control, management and administration of the Common Property.

3.11 Insurance

(a) Developer Coverage

The Developer has placed or will have placed, prior to commencement of construction of the Development, the following insurance coverage with respect to the Development:

(i) a wrap-up liability insurance policy with coverage of no less than $5,000,000;

(ii) an all-risk builder's risk broad form policy for course of construction for the period from commencement of construction up to completion of construction of the Development; and

(iii) architects and engineers errors and omissions insurance with coverage of no less than $1,000,000.

(b) Strata Corporation Coverage

Prior to the first conveyance of a Strata Lot, the Developer will cause the Strata Corporation to obtain and maintain the following insurance coverage for the Development:

(i) full replacement insurance on the Common Property, common assets, the Building and fixtures which are installed within the Strata Lot by the developer as part of the original construction. Fixtures are defined in Section 9.1 of the *Regulations* as "items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves,

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washers, dryers, or other items". Such property will be insured against "major perils" which are defined as "fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts"; and

(ii) liability insurance to insure the Strata Corporation against property damage and bodily injury, in an amount of not less than $2,000,000.00.

The Developer and/or the lender(s) referred to in subsections 4.3(ii) through (iv) (inclusive) may be a named insured under these policies.

(c) Purchaser's Coverage

A purchaser of a Strata Lot will be responsible for insuring the contents of the purchaser's Strata Lot and obtaining liability insurance with respect to such Strata Lot.

3.12 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act*, a developer must disclose to any purchaser of a residential strata lot its intention to lease residential strata lots in order to ensure that such strata lots may be leased in the future. A rental disclosure statement for the Development has been filed with the Superintendent of Real Estate concurrently with the filing of this Disclosure Statement, a copy of which is attached hereto as Exhibit "C".

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal description for the Lands is as follows:

Parcel Identifier: 027-345-572
Parcel A Block 39 District Lot 184 Group 1 New Westminster District Plan BCP34171.

4.2 Ownership

The Developer, Tatton Development Corp., is the registered owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

The following encumbrances are registered on title to the Lands as of the date of this Disclosure Statement:

(i) Easement and Indemnity Agreement 385976. This Easement and Indemnity Agreement registered on title to the Lands on July 24, 1964 is in favour of the City of Vancouver and grants permission to the owner of the Lands to construct and maintain a commercial crossing over the sidewalk and boulevard at the south east corner of Franklin Street and Semlin Drive. This charge provides an indemnity to the City for any damage caused by the construction, maintenance or operation of the commercial crossing. The Developer intends to seek a discharge of this encumbrance prior to the completion of construction of the Development, as the rights granted therein are no longer current nor required;

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(ii) Mortgage CA1469017 and Assignment of Rents CA1469018. These charges were registered against title to the Lands on February 25, 2010 in favour of Addenda Capital Inc. to secure the Developer's Construction Financing (as defined in Section 6.2 below) required to complete construction of the Development;

(iii) Mortgage CA1469112 and Assignment of Rents CA1469113. These charges were registered against title to the Lands on February 25, 2010 in favour of Interprovincial Investment Corporation to secure the Developer's Construction Financing (as defined in Section 6.2 below) required to complete construction of the Development;

(iv) Mortgage CA1469114 and Assignment of Rents CA1469115. These charges were registered against title to the Lands on February 25, 2010 in favour of Interprovincial Investment Corporation to secure the Developer's Construction Financing (as defined in Section 6.2 below) required to complete construction of the Development

(subsections 4.3(ii) to 4.3(iv) (inclusive) collectively, the "**Construction Security**"); and

(v) Priority Agreements BB1458413 and CA1469201. These priority agreements in favour of Addenda Capital Inc. were registered on title to the Lands in order to grant priority to Mortgage CA1469017 and Assignment of Rents CA1469018 (see subsection 4.3(ii)) over Mortgage CA1469112, Assignment of Rents CA1469113, Mortgage CA1469114 and Assignment of Rents CA1469115 (see subsections 4.3(iii) and 4.3(iv)).

4.4 Proposed Encumbrances

The following additional encumbrances may be registered against title to the Lands:

(a) easements, restrictive covenants, dedications and rights-of-way and other rights or restrictions in favour of B.C. Hydro, TELUS, Terasen Gas, utilities, communications suppliers, public authorities, municipalities or any other applicable government authority or public or private utility with respect to provision of utilities to the Development or in connection with approval of the development, construction and occupation of the Lands, the Development, the Strata Lots, and the Common Property;

(b) while the Developer is not aware of any pending claims of builders liens and certificates of pending litigation (collectively, the "**Claims**"), the Developer acknowledges that it is not uncommon for Claims to be registered by third parties against the title to a development property during the course of the construction of a development, whether or not such Claims are valid. Accordingly, Claims may be registered against title to the Lands, the Lands, the Strata Lots, or the Common Property. If any Claims are registered, the Developer will use commercially reasonable efforts to remove all such Claims, and anticipates that in most cases a discharge of a Claim will be filed with the Land Title Office within two weeks of the Developer becoming aware of such Claim. In any event, the Developer confirms that it will file a discharge of any Claims registered against title to a Strata Lot with the Land Title Office prior to the closing of the purchase and sale of that Strata Lot; and

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(c) any and all such non-financial encumbrances and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the City of Vancouver, other governmental authorities or utilities in connection with the construction of the Development.

4.5 Outstanding or Contingent Litigation and Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer which may affect the Strata Corporation or the owners of the Strata Lots.

4.6 Environmental Matters

The Developer is not aware of any flooding danger to the Lands nor is the Developer aware of any dangers in connection with the Development in respect of the condition of the soil or subsoil, or other environmental matters affecting the Lands.

4.7 Material Contracts

There are no material contracts affecting the Development binding upon the Developer and/or Strata Corporation other than as set out in this Disclosure Statement.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Construction of the Development is expected to commence in May, 2010. The Developer estimates that the construction of the Development will be completed in March, 2011. The Completion Date may be earlier or later than this estimated date.

5.2 Warranties

The Development, including each of the Strata Lots, will be covered by the mandatory warranties required under the *Homeowners Protection Act*. Improper or inadequate maintenance may void warranty coverage.

Manufacturers' warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the Strata Corporation, respectively, providing such assignment is permitted by the warranty.

5.3 Previously Occupied Building

The Development is not a previously occupied building.

6. APPROVALS AND FINANCES

6.1 Development Approval

Development Permit No. DE409153 (the "**Development Permit**") was issued by the City of Vancouver on September 24, 2008. The Developer anticipates that the building permit for the Development will be issued in April, 2010.

An amendment to this Disclosure Statement setting out particulars of the building permit(s) will be filed with the Superintendent of Real Estate following issuance of the building

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permits and a copy of such amendment will be delivered to each purchaser within twelve months of the date of this Disclosure Statement.

6.2 Construction Financing

The Developer has obtained satisfactory financing commitments (the "**Construction Financing**") from two lenders for financing the construction of the Development. The Construction Financing has been secured by the registration of the Construction Security against title to the Lands (see Sections 4.3(ii), 4.3(iii) and 4.3(iv)). The Construction Financing documents will provide for a partial discharge of the Construction Security from each of the Strata Lots upon payment to the Construction Financing lenders of the net sale proceeds with respect to each of such Strata Lots in the Development. The Construction Financing may remain as a charge against the Common Property until such time as all sums secured by the Construction Financing have been paid in full.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other monies received from purchasers of Strata Lots will be held in trust by Re/Max Select Properties, or such other licensee under the *Real Estate Services Act* (British Columbia), solicitor or notary public as is appointed by the Developer, in accordance with the terms of the applicable contract of purchase and sale (the proposed form of which is attached hereto as Exhibit "G") and the *Real Estate Development Marketing Act* (British Columbia) until such time as:

(a) both:

(i) the Final Strata Plan has been deposited for registration in the appropriate Land Title Office and the Strata Lot purchased or leased is capable of being occupied; and

(ii) an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been filed for registration in the appropriate Land Title Office, or

(b) the offer to purchase and agreement of purchase and sale has been earlier terminated.

The Developer may, at its option, enter into a deposit protection contract, which allows developers generally to enter into an insurance contract or other form of security agreement with an approved insurer pursuant to which the deposits paid by purchasers of land to be subdivided or strata titled may be released to the developer. Accordingly, the Developer may, at its option enter into an insurance contract with an insurance company that is qualified to issue deposit protection contracts in British Columbia, or other form of security agreement as required by the *Real Estate Development Marketing Act* (British Columbia) and to allow the deposits paid by purchasers of the Strata Lots to be released to the Developer.

7.2 Purchase Agreement

(a) A copy of the Developer's form of Offer to Purchase and Agreement of Purchase and Sale (the "**Purchase Agreement**") is attached hereto as Exhibit "G".

(b) Such Purchase Agreement will:

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(i) **be terminable at the option of the purchaser for a period of seven (7) days after receipt of the amended Disclosure Statement if the layout or size of the Strata Lot, the construction of a major common facility, or the general layout of the Development is materially changed by the issuance of the building permit, or**

(ii) **be terminable at the option of the purchaser if the amendment to the Disclosure Statement setting out the particulars of the building permit is not received within twelve (12) months after acceptance of initial Disclosure Statement;**

(iii) **require that no greater than 10% of the purchase price be paid by way of deposit or otherwise by a purchaser who has not yet received an amendment to the Disclosure Statement setting out the particulars of the building permit; and**

(iv) **require that all such funds, including where applicable interest earned, be returned to the purchaser forthwith upon notice of termination by the purchaser, without deduction.**

Subsections (i), (ii), (iii) and (iv) of this Section 7.2(b) apply only until such time as the Developer files the Amendment to Disclosure Statement referred to in Section 6.1 herein.

(c) Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement.

(d) The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement. Please refer directly to the Purchase Agreement for the actual provisions summarized in this Section 7.2.

(e) Pursuant to the terms of the Purchase Agreement, the vendor may terminate the Purchase Agreement in the following circumstances:

(i) if the purchaser defaults on any of the purchaser's obligations as set out in the Purchase Agreement (see paragraph 4.2(b) of the Purchase Agreement);

(ii) all payments on account of the Purchase Price and any other monies payable by the purchaser under the Purchase Agreement are not paid when due as such date may be extended (see paragraph 13.1(a) of the Purchase Agreement); and

(iii) the purchaser's notice of satisfaction or waiver of the purchaser's conditions is not received within the time permitted by the vendor, provided, however, that the Purchase Agreement contains purchaser's conditions (see paragraph 13.2 of the Purchase Agreement).

(f) Pursuant to the terms of the Purchase Agreement, if the Completion Date has not occurred by the Outside Date (as defined in paragraph 5.1 of the Purchase Agreement), as such Outside Date may be extended in accordance with paragraph 5.1 of the Purchase Agreement, then the Purchase Agreement will terminate.

(g) Pursuant to the terms of the Purchase Agreement, the time for completing the sale of a Strata Lot may be extended:

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(i) if the vendor is delayed from completing the construction of a Strata Lot or satisfying any other conditions of closing as a result of any event of any nature whatsoever beyond the control of the vendor (see paragraph 5.1(a) of the Purchase Agreement);

(ii) at the vendor's option for up to 120 days whether or not any delay described in paragraph 5.1(b) of the Purchase Agreement has occurred(see paragraph 5.1(b) of the Purchase Agreement);

(iii) at the vendor's option if all payments on account of the Purchase Price and any other monies payable by the purchaser under the Purchase Agreement are not paid when due (see paragraph 13.1(b) of the Purchase Agreement); and

(iv) for up to 90 days from time to time as required if a Strata Lot is not ready to be occupied on the established completion date (see paragraph 5.1 of the Purchase Agreement).

(h) Pursuant to the terms of the Purchase Agreement, a purchaser may assign the Purchase Agreement to a new purchaser only on or before that date which is one (1) month prior to the estimated Completion Date and then only in accordance with the terms set out in paragraph 10.1 of the Purchase Agreement, including obtaining the prior written consent of the vendor which consent will not be unreasonably withheld; provided that as consideration for the vendor agreeing to the Assignment, the purchaser will pay to the vendor a fee, as described in paragraph 10.1 of the Purchase Agreement; and further provided that a purchaser may not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the purchaser's interest in the Strata Lot prior to the Completion Date without the prior, express written consent of the vendor, which consent may be arbitrarily withheld by the vendor in the vendor's sole discretion (see paragraphs 10.1 and 10.2 of the Purchase Agreement).

(i) The Purchase Agreement contains the following provisions with respect to the right of the vendor or the purchaser to receive interest on deposit monies:

(i) if a purchaser completes the purchase of a Strata Lot on the terms and conditions contained in the Purchase Agreement, then any interest earned on the Deposit (less reasonable administrative fees) will be paid to the purchaser (see paragraph 4.2(a) of the Purchase Agreement);

(ii) if the purchaser defaults on any of the purchaser's obligations and the vendor terminates the Purchase Agreement, the vendor may retain the Deposit together with all interest accrued thereon without prejudice to any other right or remedy of the vendor against the purchaser arising out of the Purchase Agreement, and the vendor's claim against the purchaser in damages will not be limited to the deposit (see paragraph 4.2(b) of the Purchase Agreement);

(iii) if the Purchase Agreement is terminated in accordance with the terms of the Purchase Agreement, then the Deposit together with all interest accrued thereon (less reasonable administrative fees) will be paid to the purchaser (see paragraph 4.2(c) of the Purchase Agreement);

(iv) if the vendor fails to complete the sale of a Strata Lot on the terms and conditions contained in the Purchase Agreement, then the Deposit together with all accrued

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interest thereon (less reasonable administrative fees) will be paid to the purchaser and the purchaser will have no further claim against the vendor (see paragraph 4.2(d) of the Purchase Agreement);

(v) unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for in the Purchase Agreement, and any other monies payable by the purchaser thereunder are paid when due, then the vendor may terminate the Purchase Agreement and in such case the Deposit together with any interest accrued thereon will be absolutely forfeited to the vendor without prejudice to any other right or remedy of the vendor against the purchaser arising out of the Purchase Agreement, and the vendor's claim against the purchaser in damages will not be limited to the deposit (see paragraph 13.1 of the Purchase Agreement).

NOTE: *Under Policy Statements 5 the Form of Purchase Agreement attached as an Exhibit to the Disclosure Statement must also contain the terms set out in those Policy Statements.*

Following the preparation and filing of the Amendment with the Superintendant of Real Estate, the form of the Purchase Agreement may be amended accordingly.

7.3 Developer's Commitments

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

(a) maintenance and rental with respect to common assets of the Strata Corporation;

(b) annual building envelope inspections;

(c) fire alarm monitoring;

(d) security system monitoring, maintenance and rental;

(e) landscaping and gardening maintenance within the Courtyard and other portions of the Common Property;

(f) garbage disposal and recycling;

(g) mechanical and electrical servicing;

(h) telephone, cable, and internet services (with Telus, Shaw, or other provider); and

(i) unregistered agreements as may be required by the City of Vancouver, other governmental authorities or utilities in connection with the Development.

7.4 Other Material Facts

(a) Marketing

Following the deposit of the Final Strata Plan in the Land Title Office, the Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including but not limited to maintaining display suites, other display areas and a sales office. The Developer also intends to place signage on the Common Property and in other areas of the Development as part of its marketing and sales activities, for such period of time as

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the Developer determines to be necessary or desirable. In addition, the Developer intends to conduct tours of the Development from time to time with prospective purchasers in connection with its marketing and sale activities of the Development. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners of Strata Lots.

(b) Assignment

A purchaser may only assign the purchaser's interest in the Purchase Agreement or direct the transfer of a Strata Lot to any other or additional party (an "**Assignment**") on or before that date which is one (1) month prior to the estimated Completion Date, and in any event, only if: (a) all or the portion of the deposit monies required to have been paid on or before the proposed date of assignment have been paid; (b) the Developer's form of assignment agreement is used; and (c) the purchaser has obtained the prior written consent of the Developer which consent will not be unreasonably withheld. If a purchaser assigns the purchaser's interest in a Strata Lot or the Purchase Agreement or directs the transfer of the Strata Lot to any other or additional party, as consideration for the Developer agreeing to the Assignment and for any associated legal and administrative costs in connection with the Assignment, the Purchaser will be obligated to pay to the Developer an amount (the "**Administration Fee**") equal to 1.5% of each of (i) the Purchase Price and (ii) any consideration received by the Purchaser in respect of the Assignment plus GST/HST on such amount, provided that there will be no Administration Fee payable if the assignee is the purchaser's spouse, parent, sibling, child, grandparent or grandchild. No assignment by a purchaser of the purchaser's interest in the Strata Lot or the Purchase Agreement or direction of transfer to any other person will release the purchaser from any of the purchaser's obligations or liabilities under the Purchase Agreement (see paragraph 10.1 of the Purchase Agreement).

(c) Advertising / Soliciting Offers

Purchaser may not advertise or solicit offers from the public nor list a Strata Lot on the Multiple Listing Service with respect to the resale of the purchaser's interest in a Strata Lot prior to the completion of the sale of a Strata Lot to a purchaser without the prior, express written consent of the Developer, which consent may be arbitrarily withheld by the Developer in the Developer's sole discretion (see paragraph 10.2 of the Purchase Agreement).

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Deemed Reliance

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 9th day of April, 2010.

The Developer:

TATTON DEVELOPMENT CORP..

Per: _____
Authorized Signatory

The sole director of the Developer, in his personal capacity:

_____
Brent Hanson

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SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Disclosure Statement of "Sunrise Views" for property in the City of Vancouver legally described as:

Parcel Identifier: 027-345-572
Parcel A Block 39 District Lot 184 Group 1 New Westminster District Plan BCP34171

I, **Lisa D. Hobman**, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated April 9, 2010 made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in items 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 9th day of April, 2010.

Lisa D. Hobman

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LIST OF EXHIBITS TO DISCLOSURE STATEMENT

EXHIBITS

Exhibit "A"	Preliminary Strata Plan
Exhibit "B"	Proposed Form V – Schedule of Unit Entitlement
Exhibit "C"	Rental Disclosure Statement
Exhibit "D"	Interim Budget
Exhibit "E"	Estimated Monthly Assessment
Exhibit "F"	Proposed Form Y – Notice of Different Bylaws
Exhibit "G"	Offer to Purchase and Agreement of Purchase and Sale

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EXHIBIT "A"

PROPOSED

PROPOSED STRATA PLAN OF PARCEL A BLOCK 39, DISTRICT LOT 184, GROUP 1 NWD, PLAN BCP34171

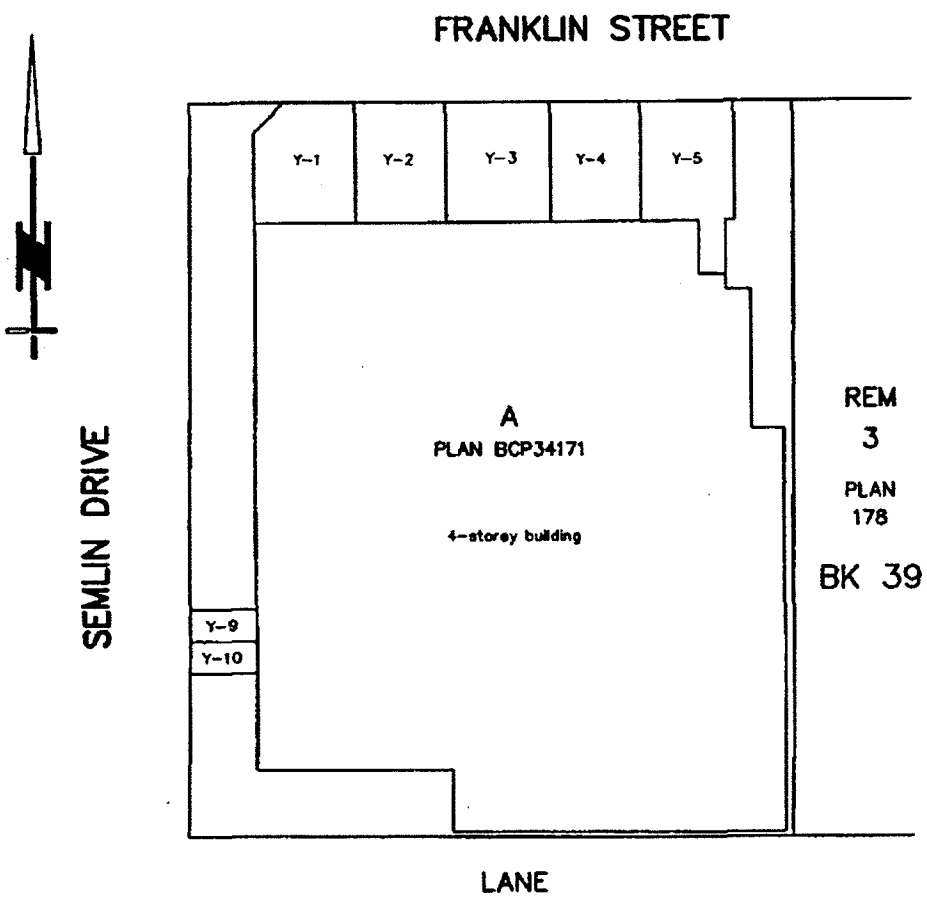
BCGS 92G.025

CITY OF VANCOUVER

SCALE 1 : 250

5 2.5 0 5 10

All distances are in metres.



CIVIC ADDRESS

310 SEMLIN DRIVE
VANCOUVER, B.C.

LEGEND:

This proposed strata plan is prepared according to Architectual Drawing 25017_3787_CanWay_Plans_Acad_020508_zip.dwg prepared by Matthew Cheng Architect Inc.

All angles are 90° or 45° unless otherwise noted.

S.L.	denotes strata lot
L.C.P.	denotes limited common property
C.P.	denotes common property
PT. S.L.	denotes part of strata lot
m2	denotes square metres
TA	denotes total area
Y-1	denotes yard, L.C.P. for S.L.1, typical
B-1	denotes balcony, L.C.P. for S.L.1, typical
ER	denotes electrical room
MR	denotes mechanical room
ST	denotes stair

August 13, 2008

File: VFR-2010PR

LOUIS NGAN LAND SURVEYING
4938 VICTORIA DRIVE
VANCOUVER, B.C., V5P 3T6
(604) 327-1535

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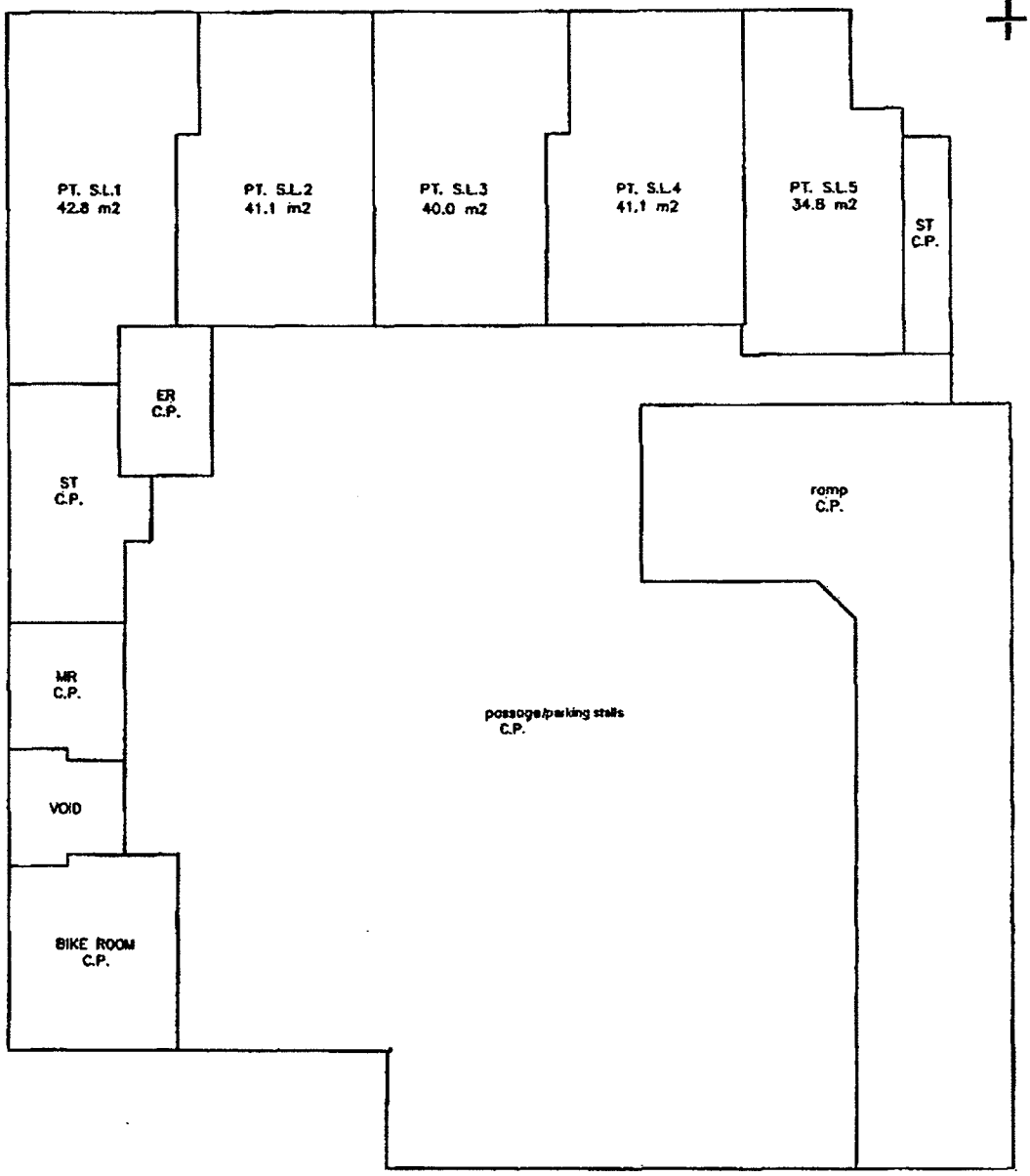
PROPOSED

FIRST FLOOR

SCALE 1 : 125

2 0 2 4 6m

All distances are in metres.



LOUIS NGAN LAND SURVEYING
4938 Victoria Drive
Vancouver, B.C., V5P 3T6
Tel: (604) 327-1535

August 14, 2008

File: VFR-2010PR

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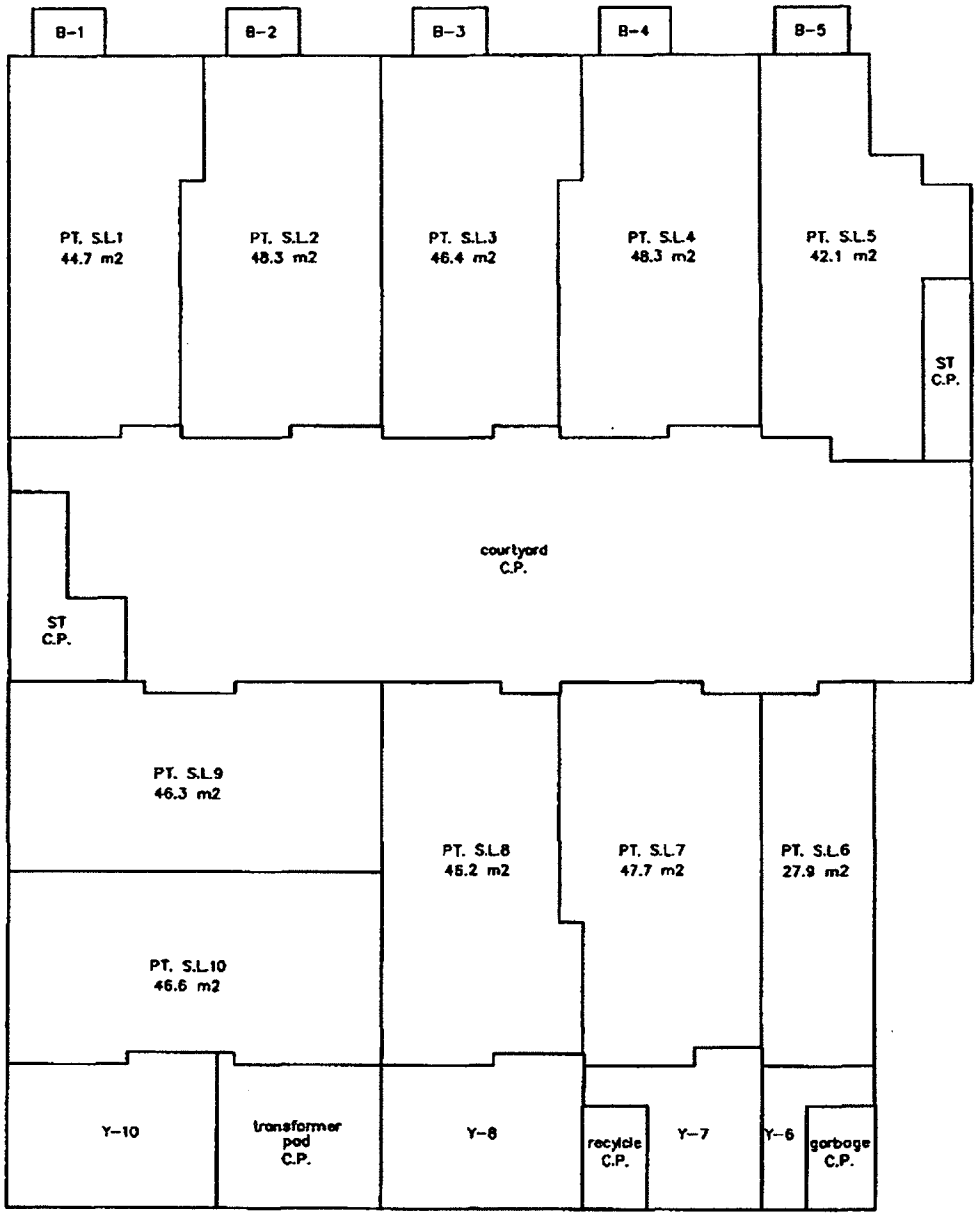
PROPOSED

SECOND FLOOR

SCALE 1 : 125

2 0 2 4 6m

All distances are in metres.



LOUIS NGAN LAND SURVEYING
4938 Victoria Drive
Vancouver, B.C., V5P 3T6
Tel: (604) 327-1535

August 14, 2008

File: VFR-2010PR

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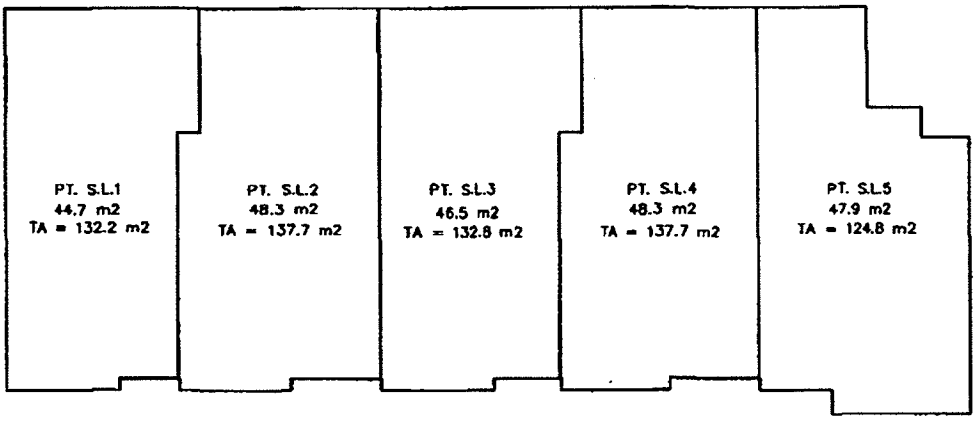
PROPOSED

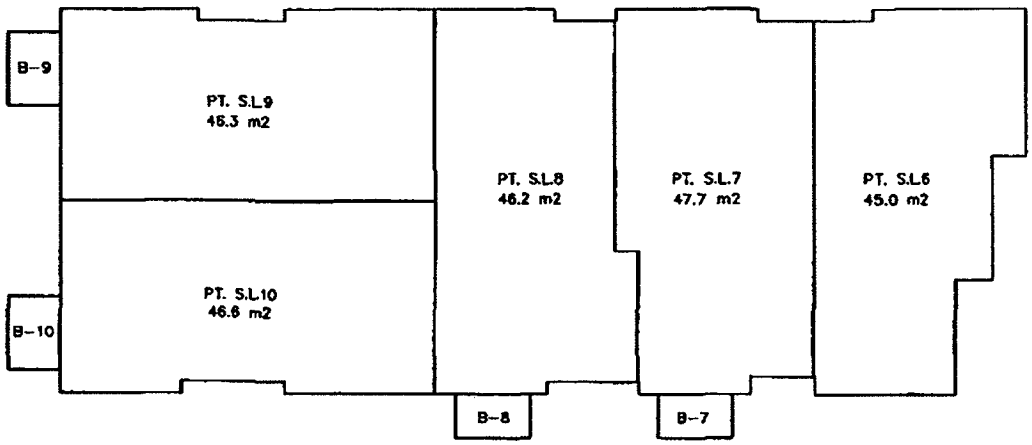
THIRD FLOOR

SCALE 1 : 125

2 0 2 4 6m

All distances are in metres.





LOUIS NGAN LAND SURVEYING
4938 Victoria Drive
Vancouver, B.C., V5P 3T6
Tel: (604) 327-1535

August 14, 2008

File: VFR-2010PR

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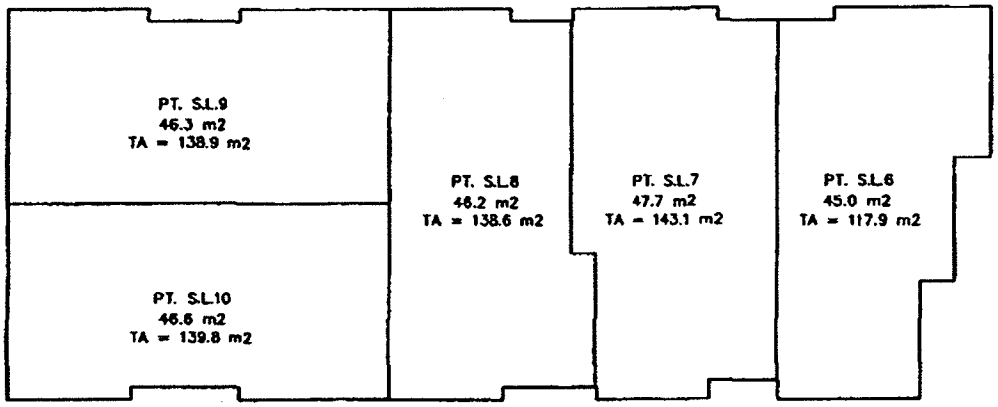
PROPOSED

FOURTH FLOOR

SCALE 1 : 125

2 0 2 4 6m

All distances are in metres.



LOUIS NGAN LAND SURVEYING
4938 Victoria Drive
Vancouver, B.C., V5P 3T6
Tel: (604) 327-1535

August 14, 2008

File: VFR-2010PR

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EXHIBIT "B"
PROPOSED
Strata Property Act
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 A, Block 39, District Lot 184, Group 1, New Westminster District, Plan BCP 34171

P.I.D. : 027 - 345 - 572

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, Louis S.Y. Ngan, 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 m²	Unit Entitlement	%* of Total Unit Entitlement**
1	2, 3, 4	132	132	10
2	2, 3, 4	138	138	10
3	2, 3, 4	133	133	10
4	2, 3, 4	138	138	10
5	2, 3, 4	125	125	9
6	3, 4, 5	118	118	9
7	3, 4, 5	143	143	11
8	3, 4, 5	139	139	10
9	3, 4, 5	139	139	10
10	3, 4, 5	140	140	11

Total number of lots : 10 Total unit entitlement: 1345

* 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

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EXHIBIT "C"

Strata Property Act

Form J

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

RENTAL DISCLOSURE STATEMENT

(*Section 139*)

Re: The following lands in the City of Vancouver:

Parcel Identifier: 027-345-572
Parcel A Block 39 District Lot 184 Group 1 New Westminster District Plan BCP34171]

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

[✓] 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 filed in the relation to the above-noted strata plan was filed on....[*dd/mmm/yyyy*]...

1 The development described above includes ten [10] residential strata lots.

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

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

Description of Strata Lot [*strata lot number as shown on the strata plan*]	**Date Rental Period Expires** [*specify a date – "indefinitely" or timing related to an event is not acceptable*]*
nil	*n/a*

*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.

3 In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further ten [10] 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 by the owner developer.]

Description of Strata Lot [*strata lot number as shown on the strata plan*]	**Date Rental Period Expires** [*specify a date - "indefinitely" or timing related to an event is not acceptable]**]
Strata Lots 1 to 10 inclusive	April 8, 2210

*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 of strata lots.

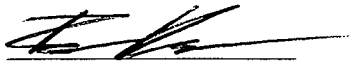
OR

~~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.*]

Dated as of April 9, 2010

TATTON DEVELOPMENT CORP.
Per:



Authorized Signatory

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EXHIBIT "D"

Sunrise Views
PROPOSED OPERATING BUDGET

		Proposed Initial Term	
General			
Insurance	$	6,600.00	
Management Fees	$	6,000.00	
General Administration	$	780.00	
Electricity (common property)	$	900.00	
	$	14,280.00	
Building			
Repair / Maintenance	$	3,000.00	
Fire Protection	$	2,400.00	
Garbage / Recycling	$	2,000.00	
Water	$	6,000.00	
	$	13,400.00	
Grounds			
Repair / Maintenance	$	2,500.00	
Sprinklers	$	500.00	
	$	3,000.00	
Total Expenses	$	30,680.00	
Contingency Reserve	$	3,068.00	
Total Assessments	$	33,748.00	$ 2,812.33 /Month

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EXHIBIT "E"

Sunrise Views

Monthly Fees

Strata Lot	Unit Entitlement	Factor	Monthly Fee
1	132	9.83%	$276
2	138	10.27%	$288
3	133	9.90%	$278
4	138	10.27%	$288
5	125	9.30%	$261
6	118	8.78%	$247
7	143	10.64%	$299
8	139	10.35%	$290
9	139	10.35%	$290
10	140	10.42%	$292
	1345		

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EXHIBIT "F"

FORM Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS
(Section 245 (d), Strata Property Act, section 14.6 (2), Regulations)

Re: Strata Plan _____ *[the registration number of the Strata Plan]*, being a strata plan of

[parcel identifier]	*[legal description of Strata Lot]*
027-345-572	Parcel A Block 39 District Lot 184 Group 1 New Westminster District Plan BCP34171

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act") as permitted by Section 120 of the Act:

SEE SCHEDULE "A"

Date: _____, 20____

_____
Signature of Owner Developer

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SCHEDULE "A"
TO FORM Y

BYLAWS
of
THE OWNERS, STRATA PLAN BCS_____

Preamble

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

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

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

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

2. Compliance with agreements

2.1 An owner or occupant must comply with the terms and conditions contained within any agreement which binds the strata corporation and/or the strata lot, including any agreement registered in the applicable land title office against the title to the strata lot and/or the common property.

3. Payment of strata fees and special levies

3.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

3.2 Where an owner fails to pay strata fees in accordance with bylaw 3.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of $50.00 for each contravention of bylaw 3.1.

3.3 An owner must provide the strata corporation or its agent with written authorization for monthly automatic debit from the owner's bank account for strata fees for the fiscal year of the strata corporation.

3.4 Failure by an owner to provide written authorization for automatic debit in accordance with bylaw 3.3 is a contravention of bylaw 3.3 and the strata corporation will levy a fine of $50.00 for

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each contravention. Each dishonoured automatic debit will be subject to a fine of $25.00 and an administration charge of $25.00.

3.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

3.6 Failure to pay a special levy on the due date will result in a fine of $200.00 for each contravention of bylaw 3.5.

3.7 Where an owner fails to pay a special levy in accordance with bylaw 3.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

4. Repair and maintenance of property by owner

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

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

5. Use of property

5.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

5.2 A resident may only use a strata lot for residential uses and uses ancillary to residential use and must not use a strata lot for any commercial use.

5.3 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

5.4 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

5.5 An owner will indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from

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the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 5.1, 5.3 and 5.4, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

6. Pets and animals

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

6.2 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

6.3 A resident must not keep a pet on a strata lot other than one or more of the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to two caged birds; and

(d) (i) two dogs; or (ii) two cats; or (iii) one dog and one cat. Dogs may not exceed 80 cm. in height when fully grown

(collectively the "**Permitted Pets**" and individually, a "**Permitted Pet**").

6.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

6.5 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner.

6.6 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

6.7 If a resident contravenes bylaw 6.6, the owner of the strata lot will be subject to a fine of $500.00. For clarity, bylaw 29.1 will apply to a contravention of bylaw 6.6.

6.8 Notwithstanding bylaw 6.7, a resident whose pet contravenes bylaw 6.6 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

6.9 A strata lot owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the owner of the Permitted Pet.

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6.10 A strata lot owner must keep a Permitted Pet only in a strata lot, except for ingress to and egress from the strata lot.

6.11 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

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

6.13 A resident who contravenes any of bylaws 6.1 to 6.6 (inclusive) and to a contravention of any of bylaws 6.9 to 6.12 (inclusive) will be subject to a $200.00 fine. For clarity, bylaw 29.1 will apply to a contravention of bylaws 6.1 to 6.6 (inclusive) and to a contravention of any of bylaws 6.9 to 6.12 (inclusive).

7. Inform strata corporation

7.1 An owner must notify the strata corporation within two weeks of becoming an owner; the owner's name and the name(s) of any occupants, strata lot number and mailing address outside the strata plan, if any.

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

8. Obtain approval before altering a strata lot

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

(a) the structure of a building;

(b) the exterior of a building;

(c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;

(d) doors, windows or skylights on the exterior of a building, or that front on the common property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and

(h) wiring, plumbing, piping, heating, air conditioning and other services.

8.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

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

9. Obtain approval before altering common property

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

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

(a) submit, in writing, detailed plans and description of the intended alteration;

(b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and

(c) obtain the consent of the owners by written approval of the strata council under bylaw 9.1.

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

(a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;

(b) that the standard of work and materials be not less than that of the existing structures;

(c) that all work and materials necessary for the alteration be at the sole expense of the owner;

(d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

(e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that such owner(s) has/have been an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and will become due and payable on the due date of payment of monthly strata fees.

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9.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

9.5 An owner who, subsequent to the passage of bylaws 9.1 to 9.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

10. Renovations/alterations

10.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.

10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.

10.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.

10.4 A resident must be responsible to ensure stairs, paths and the parking areas are regularly cleaned during any renovation or alteration of a strata lot.

10.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.

10.6 An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** will be in the discretion of the council.

10.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

10.8 An owner in contravention of bylaws 10.1 to 10.7 (inclusive) will be subject to a fine of $500.00 for each contravention, as well as be responsible for any clean up or repair costs.

11. Permit entry to strata lot

11.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property

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(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

(ii) to ensure a resident's compliance with the Act, bylaws and rules.

11.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner will be responsible for all costs of forced entry incurred by the strata corporation.

11.3 The notice referred to in bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry.

Powers and Duties of Strata Corporation

12. Repair and maintenance of property by strata corporation

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

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

A. the structure of a building;

B. the exterior of a building;

C. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;

D. doors, windows and skylights on the exterior of a building or that front on common property;

E. fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

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(ii) the exterior of a building,

(iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) doors, windows and skylights on the exterior of a building or that front on common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

Council

13. Council size

13.1 Subject to bylaw 13.2 below, the council must have at least 3 and not more than 7 members.

13.2 If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

14. Council eligibility

14.1 The spouse of an owner may stand for council.

14.2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

14.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

14.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

15. Council members' terms

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

15.2 A person whose term as council member is ending is eligible for reelection.

16. Removing council member

16.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.

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16.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.

16.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

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

16.5 A replacement council member appointed pursuant to bylaws 16.2 and 16.4 may be appointed from any person eligible to sit on the council.

17. Replacing council member

17.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

17.3 The council may appoint a council member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.

17.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the *Strata Property Regulations*, B.C. Reg. 43/2000 (the "**Regulations**"), and the bylaws respecting the calling and holding of meetings.

18. Officers

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

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

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

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

(b) if the president is removed, or

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

18.4 The strata council may vote to remove an officer.

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

19. Calling council meetings

19.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

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

19.3 A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

20. Requisition of council hearing

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

20.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 20.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

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

21. Quorum of council

21.1 Subject to bylaw 30.2, a quorum of the council is:

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

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

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

22. Council meetings

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

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

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

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

22.5 Despite bylaw 22.4, no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

23. Voting at council meetings

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

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

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

24. Council to inform owners of minutes

24.1 The council must post or circulate, including without limitation via facsimile or another form of electronic communication capable of producing a hard copy, to owners the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of council's powers and duties

25.1 Subject to bylaws 25.2, 25.3 and 25.4, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

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

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with bylaw 25.3.

25.3 A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

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25.4 The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine,

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

(d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

26. Spending restrictions

26.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

27. Limitation on liability of council member

27.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

27.2 Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

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

Enforcement of Bylaws and Rules

28. Fines

28.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:

(a) $50.00 for each contravention of a bylaw, and

(b) $50.00 for each contravention of a rule.

28.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied will be immediately added to the strata fees for the strata lot and will be due and payable together with the strata fees for the strata lot in the next month following such contravention.

29. Continuing contravention

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

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Annual and Special General Meetings

30. Quorum of meeting

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

This bylaw 30.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

30.2 Notwithstanding bylaw 21.1, a quorum for an annual or special general meeting will constitute four eligible voters, present in person or by proxy, constitute a quorum.

31. Person to chair meeting

31.1 Annual and special general meetings must be chaired by the president of the council.

31.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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

32. Participation by other than eligible voters

32.1 Tenants may not attend annual and special general meetings, unless they are eligible to vote.

32.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.

32.3 Occupants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

33. Voting

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

33.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

33.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

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33.4 At an annual or special general meeting, voting cards must be issued to eligible voters.

33.5 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

33.6 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

33.7 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

33.8 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

33.9 Despite anything in bylaws 33.1 to 33.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

34. Electronic attendance at meetings

34.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

34.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

35. Order of business

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

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last annual or special general meeting;

(g) deal with unfinished business;

(h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(i) ratify any new rules made by the strata corporation under section 125 of the Act;

(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

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(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a council, if the meeting is an annual general meeting;

(n) terminate the meeting.

Voluntary Dispute Resolution

36. Voluntary dispute resolution

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

(a) all the parties to the dispute consent, and

(b) the dispute involves the Act, the Regulations, the bylaws or the rules.

36.2 A dispute resolution committee consists of

(a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

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

Small Claims Court Proceedings

37. Authorization to proceed

37.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing Activities by Owner Developer

38. Display lot

38.1 Subject to bylaw 39.1, an owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

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38.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Marketing Activities by Owners and Occupants

39. Sale of a strata lot

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

Insurance

40. Insuring against major perils

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

Parking

41. Parking

41.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset.

41.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.

41.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.

41.4 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

41.5 Any resident's vehicle parked in violation of bylaw 41.4 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

41.6 A resident or visitor must not use any area designated parking stall area for any purpose other than parking of motor vehicles, and in particular, must not use any parking stall area for storage purposes.

41.7 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

Moving

42. Moving in/out procedures

42.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.

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42.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.

42.3 A resident must ensure that all common areas are left damage free and clean.

Appearance of strata lots

43. Cleanliness

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

43.2 A resident must ensure that ordinary household refuse, garbage, and other similar refuse is securely wrapped and placed in the containers provided for that purpose, that recyclable material is disposed of in designated areas, and that material other than recyclable or ordinary household refuse and garbage is disposed of or removed appropriately.

Rentals

44. Residential rentals

44.1 Strata lots must be rented for a minimum of 30 consecutive days.

44.2 If a resident contravenes bylaw 44.1, the owner of the strata lot will be subject to a fine of $500.00. For clarity, bylaw 29.1 will apply to a contravention of bylaw 44.1.

44.3 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

44.4 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

Visitors and Children

45. Children and supervision

45.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.

45.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.

45.3 Residents are responsible for assuming liability for and for properly supervising activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

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46. Miscellaneous

46.1 A resident or visitor must not smoke on common property.

46.2 A resident or visitor must not use or store barbecues on common property.

46.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

46.4 A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** on the common property.

46.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

46.6 Subject to bylaw 39.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind, including without limitation on the common property or in a strata lot, unless authorized by the council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials on the common property or in a strata lot, unless authorized by the council.

46.7 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.

46.8 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.

46.9 A resident must ensure that drapes or blinds visible from the outside of the building are common to all strata lots.

46.10 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

46.11 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas will be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.

46.12 A resident who wishes to install Christmas or other December holiday lights must install them after December 1st of each year and must remove them before January 15th of the following year.

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SL No. _____

EXHIBIT "G"

SUNRISE VIEWS

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
Tatton Development Corp.
Suite 200 - 1778 West 2nd Avenue
Vancouver, B.C. V6J 1H6

VENDOR'S SOLICITORS:
Lawson Lundell LLP
1600 Cathedral Place
925 West Georgia Street
Vancouver, B.C. V6C 3L2

PURCHASER:

Full Name: _____
(Mr. Miss Ms. Mrs.)

Occupation: _____

Address: _____

_____ **City:** _____

Province: _____ **Postal Code:** _____

Tel: _____ **Bus:** _____

Fax: _____

Email: _____

Full Name: _____
(Mr. Miss Ms. Mrs.)

Occupation: _____

Address: _____

_____ **City:** _____

Province: _____ **Postal Code:** _____

Tel: _____ **Bus:** _____

Fax: _____

Email: _____

THE PURCHASER HEREBY OFFERS, and if this Offer to Purchase is accepted by the Vendor agrees, to purchase from the Vendor strata lot no. _____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto), which Strata Lot is anticipated to be municipally described as _____ _____, in the development (the "**Development**") known as or to be known as "Sunrise Views" and to be constructed on lands municipally or to be municipally described as 310 Semlin Drive, Vancouver, British Columbia, on lands presently legally described as Parcel Identifier: 027-345-572, Parcel A Block 39 District Lot 184 Group 1 New Westminster District Plan BCP34171 (the "**Lands**"), for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax ("**GST**"), Harmonized Sales Tax ("**HST**"), or any other applicable value added or sales tax) is: $_____
which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

a) a deposit (the "**Initial Deposit**") equal to $1,000 payable upon acceptance of this Offer by the Vendor: $ **$1,000**

b) a further deposit (the "**Second Deposit**") equal to 5% (including the Initial Deposit) of the Purchase Price payable upon the Purchaser's removal of any subjects to the Purchaser's agreement to purchase the Strata Lot: $_____

c) a further deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable on that date which is three (3) months following the date on which the Second Deposit is due: $_____

d) a further deposit (the "**Fourth Deposit**") equal to $1,000 payable by certified cheque or bank draft on that date which is seven (7) days before the Completion Date (as defined in paragraph 5.1 of Schedule "A" hereto): $ **$1,000**

(the Initial Deposit, the Second Deposit, the Third Deposit, and the Fourth Deposit collectively, the "**Deposit**"); and

e) the balance (the "**Balance**") of the Purchase Price, subject to adjustments described herein, payable on the Completion Date (as hereinafter defined in paragraph 5.1 of Schedule "A" hereto): $_____

All deposits comprising the Deposit, other than the Fourth Deposit which must be paid by certified cheque or bank draft, will be payable by cheque, certified cheque or bank draft to **Re/Max Select Properties, "in trust"** (the "**Deposit Trustee**").

1.02 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	one refrigerator	[d]	one dishwasher	[g]	_____
[b]	one range	[e]	one stackable washer and dryer	[h]	_____
[c]	one over the range microwave	[f]	_____	[i]	_____

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1.03 The Purchaser certifies to the Vendor that he/she/they is/are ☐ a non-resident of Canada under the *Income Tax Act* OR is/are not ☐ *[check one]* a non-resident of Canada under the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.05 Parking: The purchase of the Strata Lot will include the right to use one (1) parking stall, in the manner described in the Disclosure Statement.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(a) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern. The following schedules and addenda are attached to this Offer to Purchase and Agreement of Purchase and Sale **[*check applicable box(es)*]**:

☐ Schedule "A"	☐ _____	☐ _____
☐ _____	☐ _____	☐ _____
☐ _____	☐ _____	☐ _____

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor up to and including 5:00 PM PST time on the _____ day of _____, 20___ and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of _____, 20___.

_____ _____
Witness *Purchaser*

_____ _____
Witness *Purchaser*

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20___.

TATTON DEVELOPMENT CORP.

Per: _____
Authorized Signatory

DEPOSIT RECEIPT

In respect of the INITIAL DEPOSIT, the Vendor hereby acknowledges receipt of a cheque, certified cheque or bank draft made payable to "Re/Max Select Properties 'in Trust'" in the amount of $_____.

Per: _____
Sales Associate

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SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(1) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 9.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.02 on Page 1 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated April 9, 2010 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 on Page 1 of this Agreement will be paid by the Purchaser to the Deposit Trustee (as defined on Page 1 hereof). If the estimated interest to be earned will exceed the Deposit Trustee's reasonable administration costs, the Deposit Trustee will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Purchaser, except as otherwise expressly provided herein; and

(b) The Balance (as defined on Page 1 of this Agreement) plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's solicitors, Lawson Lundell LLP (the "**Vendor's Solicitors**") on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 9.1(a) hereof.

4.2 Subject to paragraphs 4.3 and 4.4 below, the Deposit will be dealt with as follows:

(a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Deposit Trustee to the Vendor. Any interest earned thereon (less the Deposit Trustee's related reasonable administrative fees not to exceed $175.00) will be paid to the Purchaser, provided that the Vendor may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Deposit Trustee's reasonable administration fees not to exceed $175.00, will be adjusted for as a credit to the Purchaser on the statement of adjustments;

(b) If the Purchaser defaults on any of the Purchaser's obligations set out herein, the Vendor may, at its election, terminate this Agreement and retain the Deposit and all interest accrued thereon, without prejudice to any other right or remedy of the Vendor against the Purchaser arising out of this Agreement, and the Vendor's claim against the Purchaser in damages will not be limited to the Deposit;

(c) If this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 11.2, or 12.2 hereof, then the Deposit together with all interest accrued thereon (less the Deposit Trustee's reasonable administrative fees not to exceed $175.00) will be paid by the Deposit Trustee to the Purchaser and the Purchaser will have no further claim against the Vendor; and

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(d) If this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 11.2, or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Deposit Trustee's reasonable administrative fees not to exceed $175.00) will be paid by the Deposit Trustee to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Deposit Trustee to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Deposit Trustee:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Deposit Trustee with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the **"Lien Holdback"**) will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the **"Land Title Office"**) in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the **"Purchaser's Solicitor"**) notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the Balance at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor to the Purchaser to be delivered to the Purchaser no later than that date which is 30 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date for up to 90 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by March 31, 2012 (the **"Outside Date"**), then this Agreement will terminate and the Deposit together with any accrued interest thereon, less the Deposit Trustee's reasonable administration fees, will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction or sale of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1(a) has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur on or about March 31, 2011 (the "**Estimated Date**"). The Purchaser acknowledges that the Estimated Date has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above and may be before or after the Estimated Date.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in

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respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST, HST, and any other applicable value-added or sales tax in accordance with paragraph 5.5 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the Balance and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date at 12:30 pm (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

5.5 GST / HST. The Purchase Price does not include GST nor HST, nor any other value-added or sales tax. The Purchaser will be responsible for payment of GST or HST, and any other value-added or sales tax, in accordance with (a) and (b) below. As the purchase and sale transaction contemplated herein will complete on or after July 1, 2010:

(a) HST, including both the federal and provincial portions thereof, will apply to the transaction; and

(b) the Purchaser will be responsible for payment of HST, including both the federal and provincial portions thereof, and all other applicable value-added or sales taxes on the Purchase Price.

6. REPRESENTATIONS/ENTIRE AGREEMENT

6.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

7. CONSTRUCTION

7.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor, in its sole discretion, may make alterations to the features and layout of the Strata Lot which are desirable and may, in its sole discretion, replace the construction materials described in any marketing materials for the Development referred to in paragraph 6.1 with materials of similar quality during the course of construction of the Development. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 6.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

7.2 Subject to paragraph 8.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date (as hereinafter defined) without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor and the Vendor's partners and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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8. PRE-OCCUPANCY WALK THROUGH

8.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies. The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. If the Purchaser fails to complete the pre-occupancy walk through in accordance with this paragraph 8.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date.

8.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, garage gates, garbage compactors and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

9. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

9.1 Conveyance.

(a) It will be the responsibility of the Purchaser or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least three (3) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any other agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any construction mortgage and security collateral thereto. The Purchaser's Solicitor will pay the Balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

9.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales tax, GST, HST, value-added tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

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10. ASSIGNMENT BY PURCHASER

10.1 Assignment. Subject to paragraph 10.2 below, the Purchaser may only assign the Purchaser's interest in this Agreement or direct the transfer of the Strata Lot to any other or additional party (an "**Assignment**") on or before that date which is one (1) month prior to the estimated Completion Date, and in any event, only if: (a) all or the portion of the Deposit required to have been paid on or before the proposed date of assignment have been paid; (b) the Vendor's form of assignment agreement is used; and (c) the Purchaser has obtained the prior written consent of the Vendor which consent will not be unreasonably withheld. If the Vendor's consent is not obtained, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date. If the Purchaser assigns the Purchaser's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, as consideration for the Vendor agreeing to the Assignment and for any associated legal and administrative costs in connection with the Assignment, the Purchaser will pay to the Vendor an amount (the "**Administration Fee**") equal to 1.5% of each of (i) the Purchase Price and (ii) any consideration received by the Purchaser in respect of the Assignment plus GST, HST, and any other applicable value-added or sales tax on such amount, provided that there will be no Administration Fee payable if the assignee is the Purchaser's spouse, parent, sibling, child, grandparent or grandchild. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

10.2 The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

11. AMENDMENT

11.1 Pursuant to Policy Statement #5 ("**PS#5**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a building permit provided that an amendment with respect to PS#5 disclosing the particulars of the issued building permit (the "**Amendment**") to the disclosure statement for the development is filed within nine (9) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 11.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#5.

11.2 If the required Amendment, referred to in paragraph 11.1 hereof, has not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies:

(a) The Purchaser may cancel this Purchase Agreement for a period of seven days after receipt of the Amendment if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;

(b) If the Amendment is not received by the Purchaser within 12 months after the initial Disclosure Statement was filed, the Purchaser may at his or her option cancel this Purchase Agreement at any time after the end of that 12 month period until the Amendment is received by the Purchaser, at which time the Purchaser may cancel this Purchase Agreement for a period of seven days after receipt of the Amendment only if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development is materially changed by the issuance of the building permit;

(c) The amount of the deposit to be paid by the Purchaser prior to receipt of the Amendment is no more than 10% of the Purchase Price; and

(d) All Deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser pursuant to this paragraph 11.2.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the Deposit and all interest accrued thereon will be absolutely forfeited to the Vendor without prejudice to any other right or remedy of the Vendor against the Purchaser arising out of this Agreement, and the Vendor's claim against the Purchaser in damages will not be limited to the Deposit;

(b) elect to extend the time for when such payments on account of the Purchase Price or other monies payable by the Purchaser hereunder are due and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 3.0% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate may change from time to time, which interest will be calculated daily

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from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within twenty-four (24) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit together with any accrued interest thereon, less the Deposit Trustee's reasonable administration fees, will be promptly refunded to Purchaser.

12.3 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.3, in the same manner. Any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.4 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; and (b) show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale.

12.5 Municipal Address and Strata Lot Number. The Purchaser acknowledges that the municipal address of the Development as described on Page 1 hereof as well as the strata lot number assigned to the Strata Lot as of the date of this Agreement may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.6 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.7 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.8 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.9 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.10 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

12.11 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.12 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.13 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;
(b) to comply with requirements of the Vendor's lenders and bankers;
(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, and cablevision;

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310 Semlin Drive
Vancouver, British Columbia

FIRST AMENDMENT TO DISCLOSURE STATEMENT

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

Date of Original Disclosure Statement:	April 9, 2010
Date of this First Amendment to Disclosure Statement:	September 17, 2010

Developer:	Tatton Development Corp.
Mailing Address and Address for Service:	c/o Lawson Lundell LLP 1600 Cathedral Place 925 West Georgia Street Vancouver, B.C. V6C 3L2
Business Address:	Suite 22 – 1778 West 2nd Avenue Vancouver, B.C. V6J 1H6
Real Estate Agent:	Re/Max Select Properties 250-4255 Arbutus Street Vancouver, B.C. V6J 4R1

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

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the offer to purchase and agreement of purchase and sale. That information has been drawn to the attention of _____ [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

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DISCLAIMER

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

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Interpretation

Unless otherwise defined in this First Amendment to Disclosure Statement, each capitalized term used herein will have the meaning given to it in the Original Disclosure Statement.

Preamble to Amendments

The Developer is filing this First Amendment to Disclosure Statement to update the construction approval provisions set out in the Original Disclosure Statement as the Developer has now obtained the building permit for the construction of the Development.

Amendments

The Disclosure Statement (as described on Page 1 hereof) is hereby amended as follows:

1. Deleting Section 5.1 in its entirety and replacing it with the following:

"5.1 Construction Dates

Construction of the Development commenced in May, 2010. The Developer estimates that the construction of the Development will be completed on March 15, 2011. The Completion Date may be earlier or later than this estimated date."

2. Deleting Section 6.1 in its entirety and replacing it with the following:

"6.1 Development Approval

Development Permit No. DE409153 (the "**Development Permit**") was issued by the City of Vancouver on September 24, 2008.

Building Permit No. BU447392 was issued by the City of Vancouver on July 6th, 2010 permitting construction of the Development."

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Deemed Reliance

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 17 day of September, 2010.

The Developer:

TATTON DEVELOPMENT CORP..

Per:_____
Authorized Signatory

The sole director of the Developer, in his personal capacity:

_____
Brent Hanson

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(d) for insurance and warranty coverage for the Development for carrying out its services;
(e) to the property management company for the Development for carrying out its services;
(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;
(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;
(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST and HST, as applicable, returns;
(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
(k) to facilitate communications between the Purchaser and the Vendor; and
(l) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

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