

EXHIBIT B

Strata Property Act

Form Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS (Section 245(d); Regulations section 14.6(2))

Re: Strata Plan _____, being a strata plan of property legally described as follows:

City of Vancouver

PID: 005-793-696

Lot C Blocks B and I District Lot 327 Plan 12084

The Schedule of Standard Bylaws is deleted and replaced with the following:

STRATA BYLAWS

Unless otherwise stated, all terms used herein that are defined in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act") shall have the same meanings herein as in the Act.

These Bylaws bind the strata corporation, the sections, and the owners, tenants, employees and occupants of the strata lots to the same extent as if the Bylaws had been signed by each such party and contained covenants on the part of each such party with each of the other parties to observe and perform the provisions of these Bylaws.

For the purposes of these Bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots.

The Schedule of Standard Bylaws in the Act does not apply to the strata corporation.

1. DEFINITIONS

1.1 The following words or phrases shall have the following meanings in these Bylaws:

- (a) "Act" means the *Strata Property Act* S.B.C. 1998, c.43 as amended from time to time;
- (b) "Common Property" means any part of the common property which has not been designated as limited common property;
- (c) "Limited Common Property" has the meaning given in Bylaw 2.1(a)(ii);
- (d) "Owner" means the owner of a Strata Lot;
- (e) "Parent Lands" means the following lands:

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- (f) **“Strata Corporation”** means the Strata Corporation established upon the filing of the Strata Plan in the Land Title Office;
- (g) **“Strata Council”** has the meaning given in Bylaw 4.1;
- (h) **“Strata Lot”** means any Strata Lot shown on the Strata Plan; and
- (i) **“Strata Plan”** means the plan filed in the Land Title Office which subdivides the Parent Lands into Strata Lots and common property.

Unless otherwise specifically defined herein, the words or phrases used in these Bylaws will have meanings as provided in the *Strata Property Act*, S.B.C. 1998 ch. 43.

2. DUTIES OF OWNERS

2.1 An Owner shall:

- (a) comply strictly with and cause any of its tenants, occupants, visitors, customers, employees, agents and contractors to comply strictly with:
 - (i) the Bylaws of the Strata Corporation and the rules and regulations adopted by the Strata Corporation from time to time;
 - (ii) easements and covenants to which its Strata Lot, the Common Property, the limited common property designated for its exclusive use (its **“Limited Common Property”**) or the Strata Corporation are subject and/or of which its Strata Lot or the Strata Corporation has the benefit;
 - (iii) all laws, regulations, bylaws, orders and other lawful requirements of any federal, provincial, municipal, civic or other authority having jurisdiction with respect to its Strata Lot and its Limited Common Property; and
 - (iv) any regulation or order of any insurance company with which the Strata Corporation is insured;
- (b) pay:
 - (i) strata fees, in accordance with Bylaw 11;
 - (ii) all fines, special levies, penalties and charges levied by the Strata Corporation; and
 - (iii) all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Strata Lot and Limited Common Property;

(c) not use or permit to be used its Strata Lot, its Limited Common Property or any of the Common Property in a way that:

- (i) may cause a nuisance, disturbance or hazard to any Owners, tenants or occupiers of other Strata Lots;
- (ii) may cause any noxious or offensive odours;
- (iii) results in excessive or disproportionate use of the Common Property or common facilities;
- (iv) may unreasonably interfere with the rights of any other Owner or a tenant, to use and enjoy its Strata Lot, its Limited Common Property or the Common Property;
- (v) is illegal, immoral or injurious to the reputation of the building; or
- (vi) is contrary to any of the requirements set forth in Bylaw 2.1(a);

it being understood that the use of a Strata Lot and Limited Common Property, for any use that is permitted under the applicable municipal zoning bylaws and in a manner which does not constitute a breach of any applicable municipal bylaws to which such Strata Lot is subject shall not constitute a breach of this Bylaw;

- (d) provide the Strata Corporation with the names, addresses and telephone numbers of two authorized employees of the Owner who may be contacted by the Strata Corporation in the event of an emergency relative to its Strata Lot;
- (e) be responsible for obtaining from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licences or approvals as may be necessary for any improvements made by the Owner whether to its Strata Lot or any Limited Common Property and for the operation of the business at its Strata Lot, the whole to the entire exoneration of the Strata Corporation;
- (f) engage only fully licensed, qualified and insured tradespeople to undertake any improvements to the Owner's Strata Lot or Limited Common Property, and provide evidence of same to the Strata Corporation upon request;
- (g) install, maintain and repair and keep in good repair, at its own cost, its own independent water, electricity, gas meters, and other utilities in respect to the provision of such utilities to its Strata Lot and Limited Common Property and pay all charges for such utilities;
- (h) except to the extent specifically stated in these Bylaws to be the responsibility of the Strata Corporation, install, maintain and repair and to keep in good repair, at its own cost, all improvements, including, but not restricted to, buildings, drainage and lighting on its Strata Lot and Limited Common Property;

- (i) install, maintain and repair and to keep in good repair, and replace as necessary, any cracked or broken window glass forming part of the boundary or storefront or storefront entrance of the Strata Lot;
- (j) install, maintain and repair and to keep in good repair, and replace as necessary, the motorized overhead doors forming part of the Strata Lot;
- (k) except to the extent specifically stated in these Bylaws to be the responsibility of the Strata Corporation, repair, maintain and keep in a good repair and replace if necessary its Strata Lot and Limited Common Property;
- (l) except to the extent specifically stated in these Bylaws to be the responsibility of the Strata Corporation, keep, at its cost, its Strata Lot and Limited Common Property free from dust, ice and snow;
- (m) not use the Common Property or Limited Common Property for outside storage of any goods, materials or items;
- (n) not bring or permit any person to bring any animal (other than an provincially-certified assistance animal or guide dog) into the Strata Lot or Limited Common Property unless operating a veterinary clinic from the Strata Lot and then only in compliance with all laws, regulations, bylaws, orders and other lawful requirements of any federal, provincial, municipal, civic or other authority having jurisdiction with respect same and any rules, regulations or additional bylaws with respect to same duly passed by the Strata Corporation;
- (o) except to the extent specifically stated in these Bylaws to be the responsibility of the Strata Corporation, keep its Strata Lot and Limited Common Property free from rodents, vermin or the like, and in the event of an infestation, forthwith remedy the same and use, at the Owner's cost, such pest extermination contractor as the Strata Corporation may direct and at such intervals as the Strata Corporation may require as being necessary;
- (p) notify the Strata Corporation promptly of any change of ownership or occupancy or of any mortgage, lease or other dealing in connection with its Strata Lot;
- (q) notify the Strata Corporation promptly of any damage to any Common Property;
- (r) notify the Strata Corporation promptly in case of fire or accident or damage to its Strata Lot or Limited Common Property;
- (s) permit the Strata Corporation and its agents, at all reasonable times on 48 hours' notice, except in cases of emergency when no such notice shall be required, to ensure safety or prevent significant loss or damage in which event no notice is required, to enter its Strata Lot and Limited Common Property for the purpose of ensuring that the Act and the Bylaws and rules and regulations of the Strata Corporation and any obligations and restrictions to which its Strata Lot and

Limited Common Property are subject are being observed and performed and to inspect, renew, repair, maintain or replace any common assets and any portion of the Strata Lot that are the responsibility of the Strata Corporation to renew, repair, maintain or replace;

- (t) promptly carry out all work that may be reasonably ordered by the Strata Corporation or by any competent public or local authority in respect of its Strata Lot or Limited Common Property;
- (u) within two weeks after becoming an Owner, notify the Strata Corporation of the Owner's name, Strata Lot and mailing address outside the Strata Plan, if any;
- (v) promptly inform the Strata Corporation of the name of any tenant occupying the Owner's Strata Lot, if any;
- (w) not do or omit to do, whether deliberately or accidentally, any act which would result in any claim being made on the insurance policy of the Strata Corporation, or which may result in any insurance policy of the Strata Corporation being cancelled or the premiums for any such policy being increased;
- (x) not cause damage or permit any damage to be caused, other than reasonable wear and tear, to the Common Property, Limited Common Property, common assets, common facilities or those parts the Strata Lot which the Strata Corporation must repair and maintain under these Bylaws or must insure under Section 149 of the Act;
- (y) be solely responsible for and 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 acts, excessive wear and tear, omission, negligence or carelessness or by that of any Owner's visitors, customers, occupants, guests, employees, agents, or tenants, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner; and
- (z) cause to be discharged from all Common Property any claim of lien under the *Builders Lien Act* or other registered charge or charges which may arise as a result of any work performed on the Owner's Strata Lot or Limited Common Property, within no fewer than 10 days after written notice from the Strata Council.

2.2 An Owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a Strata Lot or Limited Common Property that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) anything attached to the exterior of a building (including signage);
- (d) doors or windows, canopies, on the exterior of a building or that front on the Common Property;
- (e) fences, railings, bollards or similar structures along pedestrian pathways, and parking and loading areas.
- (f) the finishing surface of any loading bays or other outdoor area;
- (g) Common Property located within the boundaries of a Strata Lot or Limited Common Property;
- (h) any part of the Strata Lot or Limited Common Property which forms part of the plumbing systems, electrical systems, mechanical systems, waterproofing systems, roof systems or any other system that services or is integrated into other strata lots, other Limited Common Property or the Common Property;
- (i) parts of the Strata Lot which the Strata Corporation must insure under the Act including, without limitation, fixtures and life safety systems installed by the owner developer as part of the original construction of a Strata Lot or Limited Common Property.

2.3 **The Strata Corporation must not unreasonably withhold its approval under Bylaw 2.2, but may require as a condition of 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.**

2.4 **An Owner must allow a person authorized by the Strata Corporation to enter the Strata Lot:**

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on forty-eight (48) hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain Common Property, Limited Common Property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation or section to repair, replace, renew and maintain under these bylaws or insure under the Act, and
 - (ii) to ensure compliance with the Act and the Bylaws.

- 2.5 **The notice referred to in subsection 2.4(b)(i) must include the date and approximate time of entry, and the reason for entry. In the event of an emergency and if the Strata Corporation is unable to contact the Owner of the Strata Lot, the Strata Corporation may force entry into the Strata Lot and the Owner may be responsible for all costs of forced entry incurred by the Strata Corporation. In exercising its rights under Section 2.4, the Strata Corporation will not unreasonably interfere with the operation of any Owner of a Strata Lot.**
- 2.6 **An Owner intending to apply to the Strata Corporation for permission to alter a Strata Lot or Limited Common Property must submit, in writing, detailed plans and a written description of the intended alteration.**
- 2.7 **An Owner must not do, or permit any occupant of its Strata Lot or Limited Common Property or any visitor, employee, agent, tenant or invitee of the Owner or occupant to do, any act, or alter, or permit any occupant of its Strata Lot or Limited Common Property or any visitor, employee, agent, tenant or invitee of the Owner or occupant to alter, its Strata Lot or Limited Common Property in any manner which, in the opinion of the Strata Council, will alter the exterior appearance of the building.**
- 2.8 **Contractor hours of operations are confined to the hours set out in the City of Vancouver Noise Control Bylaw only. Notification must be provided to the Strata Corporation by the Owner of any contractor's plans and purpose and for permission for elevator use, protection and padding. All contractors must retain a minimum liability coverage of \$2 million.**

3. DUTIES OF STRATA CORPORATION

3.1 The Strata Corporation shall:

- (a) control, insure, manage, administer, maintain and repair the:
 - (i) common assets;
 - (ii) Common Property and any improvements in, to or upon the Common Property; and
 - (iii) Limited Common Property but the duty to repair and maintain it is restricted to:
 - (A) keeping the Limited Common Property that are parking stalls and loading bays free from dust, ice and snow and free from rodents, vermin or the like;
 - (B) repair and maintenance which in the ordinary course of events occurs less than once a year;
 - (C) the structure of a building;

- (D) the exterior of a building;
 - (E) stairs, canopies and other things attached to the exterior of a building;
 - (F) except for the motorized overhead doors and the first floor doors and windows (including the storefront and entry) which are the responsibility of an Owner, doors or windows on the exterior of a building or that front on the common property;
 - (G) parking stalls and loading bays;
 - (H) railings, bollards, traffic signs, traffic mirrors, and similar structures that are provided at pedestrian walkways, loading courts and parking areas; and
 - (I) the electric vehicle ready outlets and chargers.
- (b) maintain such insurance coverage as required pursuant to the Act and pursuant to these Bylaws.

4. **COUNCIL**

4.1 **General**

The powers and duties of the Strata Corporation shall, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the council of the Strata Corporation (“**Strata Council**”). The owner developer shall exercise the powers and duties of the Strata Council until the Strata Council is elected by the Owners.

4.2 **Election of Strata Council Members**

The Strata Council shall be elected at the first annual general meeting of the Owners. The Owners, or duly appointed representatives of the Owners, shall elect the Strata Council, which shall consist of no fewer than 3 or more than 7 persons. A body corporate owning more than one Strata Lot may have 2, but no more than 2 persons elected to the Strata Council. Where a Strata Lot is owned by more than one person, only one person may be a member of the Strata Council at any one time. No person may be elected to the Strata Council or continue to be on the Strata Council if the Strata Corporation is entitled to register a lien against a Strata Lot in which that person has an interest, or there are amounts owing to the Strata Corporation charged against the Strata Lot in respect of remedying a contravention of the Bylaws or rules.

4.3 Council Members' Terms

- (a) At each annual general meeting of the Strata Corporation, all members of the Strata Council shall retire from office and the Strata Corporation shall elect a new Strata Council.
- (b) A person whose term as council member is ending is eligible for re-election.

4.4 Replacing Strata Council Member

- (a) If a council member is unwilling or unable to act for a period of two or more months, the remaining members of the Strata Council may in their discretion appoint a replacement council member for the remainder of the term after giving the Owner who is subject to the replacement with 5 days' notice, provided however if the Owner appoints an alternate member within 5 days after receiving such notice from the Strata Council, the alternate member will act as the replacement.
- (b) The remaining members of Strata Council may appoint a council member under Bylaw 4.4(a) even if the absence of the member being replaced leaves the Strata Council without a quorum.
- (c) If all the members of the Strata Council resign or are unwilling or unable to act for a period of two or more months, persons holding at least twenty-five percent (25%) of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the Act, the regulations to the Act and the Bylaws.
- (d) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members. After removing a Strata Council member the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

4.5 Officers

- (a) At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council must elect from among its members a president, a vice-president, and a secretary treasurer.
- (b) A person may hold more than one office at a time, other than the offices of president and vice-president.
- (c) The vice-president has the powers and duties of the president:
 - (i) while the president is absent or is unwilling or unable to act;
 - (ii) if the president is removed; or

- (iii) for the remainder of the president's term if the president ceases to hold office.
- (d) The Strata Council may vote to remove an officer.
- (e) If an officer other than the president is removed, resigns or is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

4.6 **Calling Strata Council Meetings**

- (a) A Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one week's written notice of the meeting specifying the reason for calling the meeting.
- (b) The notice may be delivered by hand, facsimile or email to the last known address of the Strata Council member with a copy to the last known address of each Owner.
- (c) A Strata Council meeting may be held on less than one week's notice if:
 - (i) all Strata Council members consent in advance of the meeting; or
 - (ii) the meeting is required to deal with an emergency situation, and all Strata Council members either:
 - (A) consent in advance of the meeting; or
 - (B) are unavailable to provide consent after reasonable attempts to contact them.

4.7 **Requisition of Strata Council Hearing**

- (a) By application in writing, an Owner or a tenant may request a hearing at a Strata Council meeting stating the reasons for the request.
- (b) If a hearing is requested under Bylaw 4.7(a) the Strata Council must hold a meeting to hear the applicant within one month of the request.
- (c) If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

4.8 **Quorum**

- (a) a quorum of the Strata Council is:
 - (i) two where the Strata Council consists of four or fewer persons;

- (ii) three where the Strata Council consists of five or six persons; and
 - (iii) four where the Strata Council consists of seven persons.
- (b) At the option of the Strata Council, Strata Council meetings may be held by electronic means as long as all Strata Council members and other participants can communicate with each other.
- (c) If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- (d) Owners may not attend council meetings as observers unless Strata Council, in its sole discretion, agrees to permit Owners to attend.
- (e) Notwithstanding Bylaw 4.8(c), no observers may attend those portions of council meetings that deal with any of the following:
 - (i) Bylaw contravention hearings under Section 135 of the Act.
 - (ii) any other matter if the presence of an observer would in Strata Council's opinion, unreasonably interfere with an individual's privacy.

4.9 Voting at Strata Council Meetings

- (a) If there is a tie-vote at a council meeting, the chairperson of the meeting shall be entitled to cast a second, deciding vote.
- (b) At Strata Council meetings, decisions must be made by a majority of Strata Council members present at the meeting.
- (c) The results of all the votes at a council meeting must be recorded in the council meeting minutes, but the manner in which each council member voted need not be recorded.

4.10 Strata Council to Inform Owners of Minutes

The Strata Council must inform Owners of the minutes of all Strata Council meetings within two weeks of the meeting, whether or not the minutes have been approved.

4.11 Delegation of Strata Council's Powers and Duties

- (a) Subject to Bylaws 4.11(b) to 4.11(d) inclusive, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council member or persons who are not members of the Strata Council and may revoke the delegation.
- (b) The Strata Council may delegate its spending powers or duties, but only by a resolution that delegates the:

- (i) authority to make an expenditure of a specific amount for a specific purpose; or
 - (ii) general authority to make expenditures in accordance with Bylaw 4.11(c).
- (c) A delegation of general authority to make expenditures must set the maximum amount that may be spent and indicate the purpose for which, or the conditions under which, the money may be spent.
- (d) The Strata Council may not delegate its power to determine, based on the facts of a particular case:
 - (i) whether a person has contravened a Bylaw or rule; or
 - (ii) whether a person should be fined and the amount of the fine.

4.12 Spending Restrictions

- (a) 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.
- (b) Notwithstanding Bylaw 4.12(a), a Strata Council member may spend the Strata Corporation's money to repair or replace Common Property, Limited Common Property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

4.13 Limitation on Liability of Strata Council Member

- (a) A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted to be done in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Strata Council.
- (b) Bylaw 4.13(a) does not affect a Strata Council member's liability as an Owner for a judgment against the Strata Corporation.
- (c) All acts done in good faith by the Strata Council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Strata Council, are as valid as if the council member had been duly appointed or had duly continued in office.

5. ENFORCEMENT OF BYLAWS AND RULES

5.1 Fines

- (a) Except where specifically stated to be otherwise in these Bylaws, the Strata Corporation may fine an Owner or tenant:

- (i) up to \$200.00 for each contravention of a Bylaw; and
 - (ii) \$50.00 for each contravention of a rule.
- (b) The Strata Corporation must, if it determines in its discretion that a tenant is in repeated contravention of any Bylaws or rules of the Strata Corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the Strata Lot and shall be due and payable together with the strata fees for the Strata Lot in the next month following such contravention.
- (c) Additional assessments, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the Strata Corporation pursuant to the Act or these Bylaws, shall become part of the assessment of the Owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.
- (d) Any costs or expenses incurred by the Strata Corporation as a result of an infraction or violation of the Bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the Common Property or Limited Common Property caused by the Owner, its employees, agents, invitees, occupants or tenants, shall be charged to that Owner and shall be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (e) Where any claim has been made against the insurance policy of the Strata Corporation as a result of a violation of any of the Bylaws or any rule or regulation which may be established from time to time by the Strata Corporation pursuant to the Act or the Bylaws, by any Owner, occupant, tenant or their visitors, a sum equal to the amount of the deductible charged by the insurer of the Strata Corporation as a result of the claim together with the costs from time to time of any increase in premium resulting from or related to any such violation of any of the Bylaws or rule or regulation shall be payable by the Owner of the Strata Lot and shall become due and payable on the first day of the month next following.

5.2 Continuing Contravention

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 for every 7-day period or part thereof that such activity persists.

6. ANNUAL AND SPECIAL GENERAL MEETINGS

6.1 Quorum of meeting

- (a) If within one-half (½) hour from the time appointed for an annual or a special general meeting, a quorum is not present, the meeting stands adjourned for a further one-half (½) hour on the same day and at the same place. If within a further one-half (½) hour from the time of the adjournment a quorum is not present, the eligible votes, present in person or by proxy constitute a quorum.
- (b) 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.

6.2 Person to Chair Meeting

The president, or failing him, the vice-president may chair the meeting at the discretion of the Strata Council. If neither of the above chooses to chair the meeting a chair may 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.

6.3 Participation by Other than Eligible Voters

- (a) Tenants may attend annual and special general meetings at the discretion of the chairman, whether or not they are eligible to vote.
- (b) Persons who are not eligible to vote:
 - (i) may participate in discussion at the meeting only if permitted to do so in the discretion of the chairperson; and
 - (ii) must leave the meeting if requested to do so by the chairperson of the meeting.

6.4 Voting

- (a) Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if:
 - (i) the Strata Corporation is entitled to register a lien against that Strata Lot under Section 116(1) of the Act; or
 - (ii) there are amounts owing to the Strata Corporation charged against the Strata Lot in respect of administration fees, bank charges, fines, penalties, interest and any costs, including legal costs and all costs of remedying a contravention of the Bylaws or rules for which the Owner is responsible under Section 131 of the Act.

- (b) At an annual or special general meeting a vote may be decided on by a show of hands (or voting cards), unless an eligible voter requests a precise count.
- (c) 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.
- (d) 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 chairperson of the meeting and recorded in the minutes of the meeting.
- (e) If there is a tie vote at an annual or special general meeting, the chairperson of the Strata Council shall not be entitled to cast a second, deciding vote.
- (f) Despite anything in Bylaws 6.4(a) to 6.4(e) inclusive, the election or removal of a Strata Council member must be held by secret ballot if the secret ballot is requested by an eligible voter.

6.5 Order of Business

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 Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under Section 125 of the Act;
- (j) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an annual general meeting;

- (l) report on and approve the maintenance plan for the coming year if the meeting is an annual general meeting;
- (m) deal with new business, including any matters about which notice has been given under Section 45 of the Act;
- (n) elect a new Strata Council, if the meeting is an annual general meeting; and
- (o) terminate the meeting.

7. VOLUNTARY DISPUTE RESOLUTION

7.1 Voluntary Dispute Resolution

- (a) A dispute among Owners, tenants, the Strata Corporation or any combination of them with respect to the matters concerning the Strata Corporation may be referred to a dispute resolution committee by a party to the dispute if:
 - (i) all the parties to the dispute consent, and
 - (ii) the dispute involves the Act, the regulations, the Bylaws or the rules.
- (b) A dispute resolution committee consists of:
 - (i) 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
 - (ii) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

8. SMALL CLAIMS COURT PROCEEDINGS

8.1 Authorization to Proceed

The Strata Corporation may proceed under the *Small Claims Act* (British Columbia) or the *Civil Resolution Tribunal Act* (British Columbia), without further authorization by the Owners, to recover from any person by an action in debt in Small Claims Court or before the Civil Resolutions Tribunal, money owing to the Strata Corporation, including money owing as strata fees, administration fees, bank charges, fines, penalties, interest and 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 any person's act, omission, negligence or carelessness and to obtain any such relief as is available to the Strata Corporation under the *Small Claims Act* (British Columbia) or the *Civil Resolution Tribunal Act* (British Columbia).

9. LEASING & RENTING OF STRATA LOTS

9.1 Leasing & Renting

An Owner of a Strata Lot may lease the Strata Lot in accordance with Sections 141 - 148 of the Act provided the Owner delivers to the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant prior to the commencement of any lease of the Strata Lot, and provided that any lease of the Strata Lot contains a covenant on the part of the tenant to strictly comply with all obligations of the Owner in the Bylaws and any rules of the Strata Corporation where such Bylaw or rules deal with the use and occupation of the Strata Lot, Limited Common Property and/or Common Property.

10. ACTIVITIES BY OWNERS AND TENANTS

10.1 Use of Strata Lots and Limited Common Property

Neither the Strata Corporation nor the Strata Council will enact or pass any Bylaw or rule which would have the effect of:

- (a) restricting the hours of operation of any business carried on from the Strata Lot other than outside of the hours of 6 a.m. to 11 p.m., save as provided in the bylaws and rules and regulations in effect from time to time of the local governmental authority having jurisdiction or the applicable provincial and federal authorities and save as set out in any covenants which are applicable to such Strata Lot;
- (b) restricting access by the Owner, tenant or occupant of a Strata Lot, or any guest, employee, agent or invitee of an Owner or occupant to or from the Strata Lot across Common Property unless such Bylaw or rule also applies to the Owners, tenants and occupants, guests, employees, agents and invitees of all Strata Lots in the Strata Corporation; or

- (c) prohibiting, preventing or impairing an Owner from leasing, subleasing, granting a license, entering any lease, sublease or license arrangement with respect to its Strata Lot provided the Owner requires that such lessee or licensee complies with these Bylaws.

10.2 Use of Property

An Owner, tenant or occupant of a Strata Lot shall not, and shall cause any guest, employee, agent or invitee not to:

- (a) install, drill or otherwise pierce the concrete structure or exterior of any building;
- (b) give any keys, combinations, security cards, fobs or other means of access to the building or common areas to any person other than an employee, contractor, occupant or guest of the Strata Lot permitted by these Bylaws;
- (c) use the Strata Lot for any purpose which involves undue traffic and noise in or about the Strata Lot, Common Property or Limited Common Property or that encourages loitering by persons in or about the Strata Lot, Common Property or Limited Common Property;
- (d) use the Strata Lot for any purpose whatsoever other than for general commercial or industrial use;
- (e) make or cause or produce undue noise, smell, vibration or glare in or about any Strata Lot, Common Property or Limited Common Property or do anything which will unreasonably interfere with the any other Owner or occupant;
- (f) obstruct or use the entrances, exits, sidewalks, walkways, passages, stairways and driveways of the Common Property for any purpose other than ingress or egress from the strata lots or any parking areas within the Common Property;
- (g) permit a condition to exist within the Strata Lot or Limited Common Property which will result in the waste or excessive consumption of the building's water supply;
- (h) allow the Strata Lot or Limited Common Property to become unsanitary or be a source of odour;
- (i) bring onto or store in a Strata Lot, Limited Common Property or the Common Property any item which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation or which will invalidate any insurance policy;
- (j) use Strata Lots for sleeping apartments or residential purposes;

- (k) feed, or permit any visitor, to feed pigeons, seagulls or other birds, rodents, squirrels or animals from the Strata Lot or anywhere on or in close proximity to the Common Property or Limited Common Property;
- (l) deposit any refuse or garbage, including boxes or packing cases, on or about the Common Property or Limited Common Property except in places designated by the Strata Council from time to time; provided that any materials other than ordinary business refuse and garbage, shall be disposed of either by or at the expense of the Owner;
- (m) use Strata Lots for any purpose or business related to assembly of persons or animals;
- (n) use or permit any part of its Strata Lot or Limited Common Property to be used as a site for growing, manufacturing, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise);
- (o) install or operate any machinery which may cause any noise or jar or tremor to the floors or wall, or which by its weight, might injure the floors or walls of the building;
- (p) hang or attach to the exterior of a Strata Lot any awning, shade screen, smoke stack, satellite dish, radio or television without the prior written consent of the Strata Corporation. No smoke stack, satellite dish, radio or television antenna or similar communication device will be affixed to the roof of the building without the prior written approval by the Strata Corporation;
- (q) not overload the floors of any Strata Lot, and in any event, the floor live load will not exceed the following (as shown on Schedule A – Structural Loading Diagram):
 - (i) 350 pounds per square foot evenly distributed on the floor slabs of Strata Lots 1 to 13 inclusive located on Level 1;
 - (ii) 250 pounds per square foot evenly distributed on the loading and parking area located on Level 1;
 - (iii) 100 pounds per square foot evenly distributed on mezzanine floor areas for Strata Lots 1 to 13 inclusive located on Level 2;
 - (iv) 350 pounds per square foot evenly distributed on the floor slabs of Strata Lots 14 to 24 inclusive located on Level 3;
 - (v) 250 pounds per square foot evenly distributed on the access ramp and the loading and parking area located on Level 3;

- (vi) 100 pounds per square foot evenly distributed on the mezzanine floor areas for Strata Lots 14 to 24 inclusive located on Level 3 Mezzanine; and
- (vii) Level 3 Vehicular Bridge capacity is 30,000 lbs (13,600 kg) maximum allowable gross vehicle weight.

Any increase in the load capacities from the current design must be approved by the Strata Corporation, with any such request accompanied by a report from a licensed Structural Engineer.

- (r) make or construct any enclosures of Limited Common Property;
- (s) make any structural alterations either to the interior of the Strata Lot or to the exterior of the Common Property nor make any alterations or additions to any other service within the walls or on the Common Property without the prior written consent of the Strata Corporation;
- (t) engage in the sale or display of merchandise on the sidewalk area adjacent to the Strata Lots, unless such use is permitted by the City of Vancouver;
- (u) drive delivery trucks, trailers, vans, and other vehicles inside the Strata Lots unless the wholesale area for the particular Strata Lot has been protected with a traffic coating approved by the Strata Corporation, installed at the cost of the Owner.;
- (v) not use the Strata Lot for any of the following uses:
 - (i) gasoline station (full serve or split island);
 - (ii) convenience store in conjunction with a gasoline station;
 - (iii) catering establishment;
 - (iv) community centre or neighbourhood house;
 - (v) marina;
 - (vi) park or playground;
 - (vii) ambulance station;
 - (viii) social service centre;
 - (ix) farmers' market;
 - (x) public bike share;
 - (xi) vehicle dealer;

- (xii) auction house;
- (xiii) funeral home;
- (xiv) aircraft landing place;
- (xv) booming ground;
- (xvi) storage yard;
- (xvii) taxicab or limousine station;
- (xviii) truck terminal or courier depot;
- (xix) weighing or inspection station;
- (xx) works yard;
- (xxi) public utility;
- (xxii) waste disposal facility;
- (xxiii) carlock fuel station; or
- (xxiv) junk yard.

10.3 **Parking**

An Owner shall, and shall cause any of its tenants, occupants, visitors, customers, employees, agents and contractors to:

- (a) only use parking stalls for the parking of licensed and insured motor vehicles or motorcycles in compliance with all rules from time to time passed by the Strata Council, and not for the parking of any other type of vehicle or for the storage of any other item unless approved in writing by the Strata Council in its sole discretion;
- (b) not use any parking stall(s) other than in strict compliance with all bylaws and rules from time to time passed by the Strata Council, all bylaws and rules and regulations of the local governmental authority having jurisdiction, and any and all covenants and easements which are applicable to such parking space(s);
- (c) not store any personal items in the parking facility;
- (d) not permit or cause damage to any parking lot gate or doors to the parking facilities;
- (e) not permit any recreational vehicles to enter or be parked or stored;

- (f) not permit a vehicle to be parked or left unattended in a manner that interferes with access, lanes, walkways, no parking zones or any of the parking stalls;
- (g) not carry out any oil changes, repairs or adjustments to motor vehicles or other mechanical equipment on the parking facilities, except in the case of emergency;
- (h) not park or store any motor vehicles that drip oil or gasoline and, in the event of an inadvertent spillage, the Owner, at its cost, must immediately clean up any oil, gasoline or other automotive residue and, on failure to do so within seven (7) days' notice in writing from the Strata Council, all costs associated with any clean up will be charged to the Owner;
- (i) not convert a parking stall into an electric vehicle parking stall without the prior consent of the Strata Corporation. The Strata Corporation must not unreasonably withhold its approval but may require as a condition of approval that the Owner agree, in writing, to take responsibility for any expenses relating to the conversion and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the conversion. The Strata Corporation may require that the electrician retained by the Strata Corporation complete the conversion. The Strata Corporation may charge a reasonable fee for the conversion of the parking stall.

Without limiting the generality of Bylaw 5.1(d), each Owner shall be responsible for any costs, expenses and other fees (including costs for patrols to ensure compliance with these parking Bylaws and costs for towing and impounding vehicles parked in violation of these parking Bylaws) incurred by the Strata Corporation in enforcing these parking Bylaws.

The Strata Corporation may charge a reasonable fee for the maintenance and repair of the electric vehicle ready outlet and charging station and the electricity consumed for the use of an electric vehicle parking stall.

From time to time, the Strata Corporation may make rules governing the use, safety and condition of the parking areas.

10.4 Loading Area

An Owner shall, and shall cause any of its tenants, occupants, visitors, customers, employees, agents and contractors to conform to any loading area and delivery rules established by the Strata Corporation from time to time. An Owner must receive, ship, take delivery of, and allow and require suppliers and others to deliver, or to take delivery of, merchandise, supplies, fixtures, equipment, furnishings and materials only through the appropriate service and delivery facilities designated by the Strata Corporation, at such times as the Strata Corporation may reasonably specify and in accordance with the directives and rules and regulations of the Strata Corporation. An Owner must not unreasonably withhold or interfere with access to and use of the loading area by any users entitled to the use of the loading area. The Owners of Strata Lots 14, 15, 16, 17 and 18 and the owners and tenants of the future development at the property located at 1180 SE Marine Drive, Vancouver, BC share the use of the Class B loading bay located on the Level 3

vehicular bridge and such shared use will be governed by the Loading Management Plan attached as Schedule B. From time to time, the Strata Corporation may make rules governing the use, safety and condition of the loading areas.

10.5 Bicycles

Bicycles are to be stored within the designated areas for bicycle storage as may be prescribed by the Strata Council.

10.6 End of Trip Facilities

An Owner will not permit anyone other than its tenants, occupants and employees to use the end of trip facilities forming part of the Common Property and will cause such tenants, occupants and employees to conform to any rules established by the Strata Corporation from time to time. An Owner must not unreasonably withhold or interfere with access to and use of the end of trip facilities by any users entitled to the use of the end of trip facilities. No Owner will store any hazardous, flammable or perishable substances in the lockers that form part of the end of the trip facilities. From time to time, the Strata Corporation may make rules governing the use, safety and condition of the end of trip facilities (including the lockers).

10.7 Signage

An Owner shall not be entitled to place on the Common Property any signage or advertising of any nature or kind, illuminated or not, without the prior written approval of the Strata Council which approval may not be unreasonably withheld, and with such prior written approval then only as may be permitted under the applicable bylaws in effect from time to time of the local government having jurisdiction or under the laws of the applicable provincial and federal authorities, and only as may be permitted under any covenants which are applicable to such Common Property. Notwithstanding the foregoing, an Owner and any of its tenants or occupants shall not install any temporary signage, including without limitation, A-board signage, on the Common Property.

An Owner shall, subject to the limitations below, be entitled to place on its Strata Lot and Limited Common Property (including, without limitation, within the windows of the Strata Lot) advertising signage, illuminated or not, only as may be permitted under the applicable bylaws in effect from time to time of the local government having jurisdiction or under the laws of the applicable provincial and federal authorities, and only as may be permitted under any covenants which are applicable to such Strata Lot and Limited Common Property, and subject to the prior written approval of the Strata Council in every case (including those set forth below) (which approval will not be unreasonably withheld or delayed), and always provided that:

- (a) the only signage permitted for the Owner(s) of Strata Lots shall be within designated signage locations or other areas specifically approved by the Strata Council, subject to compliance with the balance of the provisions of this Section 10.5;

- (b) all signage (including all logos included in such signage) must be fabricated and installed by a professional sign manufacturer;
- (c) if exterior building signage is permitted by the Strata Council, the exterior building signage must not be offensive or obtrusive, or be in conflict with any building function, feature, architectural or design detail, or actual or proposed awning;
- (d) metal signs shall be fabricated using fully welded construction;
- (e) all penetrations into the building must be sealed watertight;
- (f) manufacturer's labels and certificate labels must be visible from below (both for the purposes of final electrical inspection and on an ongoing basis);
- (g) all signage that is illuminated or lighted shall not utilize a strobe light effect or blink on and off;
- (h) no signs, fences, gates, billboards, placards, banners, sandwich boards, advertising or notices of any kind will be erected or displayed on the Common Property or Limited Common Property or a Strata Lot without the prior written approval by the Strata Corporation;
- (i) each application for the prior written approval of the Strata Council will include drawings and specifications for each sign and will include precise measurements, colours and fonts of all lettering and copies of all logos, as well as the exact location of the proposed sign;
- (j) each Owner shall at its sole cost and expense repair and maintain all of its signage in a first-class state of repair and fully operational;
- (k) without limiting anything else contained in these Bylaws, Owners must not cause any damage to any part of any Strata Lot, Limited Common Property or Common Property in the installation, operation, repair, maintenance or removal of such signage, and if any Owner causes any such damage it shall be liable for all costs to repair same; and
- (l) any non-conforming or unapproved signs shall be removed or brought into conformance at the sole cost, risk and expense of the Owner responsible for the signage.
- (m) Purchaser's signage shall be located on the exterior of the building at the sole cost of the Purchaser. All signage must comply with the City of Vancouver's Sign Bylaw and will be subject to the approval of the City of Vancouver and the Strata Corporation.
- (n) All signage must conform to the Signage Guidelines attached hereto as Schedule C and must remain in the designated sign band areas.

10.8 Keys, Fobs, Security Cards

Each Owner shall be solely responsible for any and all keys, fobs, security cards and other access devices (any such device, an “**Access Device**”) issued to it by the Strata Corporation for access to its Strata Lot, the parking facilities or any part of the Common Property. An Owner shall reimburse the Strata Corporation the cost of replacing any of the Owner’s Access Devices that is lost, damaged or stolen, together with any costs related to the issuance, activation, deactivation or delivery of such Access Device, and any related costs resulting from such lost, stolen or damaged Access Device (including any costs to program or reprogram the Access Devices of other Owners in the Strata Corporation necessitated by such lost, stolen or damaged Access Device).

The Strata Corporation is expressly authorized herein to install and operate a key fob or other Access Device system, including where such system stores information regarding the use of specific Access Devices. The use of such Access Device system and the personal information collected and stored by such Access Device system shall be governed by the Strata Corporation’s privacy policy in place from time to time.

11. COMMON EXPENSES

11.1 Strata Fees

Each Owner shall pay, in the form as determined by Strata Council from time to time (which may include by post-dated cheques or pre-authorized debit from an Owner’s bank account) strata fees to the Strata Corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the Strata Corporation as set out in the approved budget.

11.2 Interest on Late Fees

If an Owner is late in paying the Owner’s strata fees, the Owner must pay the Strata Corporation interest on the late payment in the amount of 10% per annum compounded annually and calculated on a monthly basis commencing on the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees when due will result in a fine of two hundred dollars (\$200.00) in each such instance.

11.3 Special Levies

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

11.4 Interest on Late Special Levies

If an Owner is late in paying the Owner’s special levy, the Owner must pay the Strata Corporation interest on the late payment in the amount of 10% per annum compounded annually and calculated on a monthly basis commencing on the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay special levies when due will result in a fine of two hundred dollars (\$200.00) in each such instance.

12. PROMOTION

12.1 By Owner Developer

During the time that the owner developer of the Strata Corporation is an owner of any Strata Lot, the owner developer shall have the right to maintain any Strata Lot or Strata Lots as display units, and to carry on all sales functions (including the posting of signs) on any part of any Strata Lot, Limited Common Property or Common Property it considers necessary in order to enable it to sell the Strata Lots.

12.2 By Strata Lot Owner

Subject to Bylaw 12.1, signage advertising a Strata Lot for sale or lease shall not be displayed in any Strata Lot or on any part of the Limited Common Property or the Common Property other than in the windows of the Strata Lot and in a form and character in keeping with the exterior appearance of the property.

13. ITEMS LEFT ON COMMON PROPERTY AT OWN RISK

13.1 Left at Own Risk

Any Owner who leaves any item anywhere on or in the Common Property or on any Limited Common Property does so at their own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

14. ALTERATIONS TO BUILDING SYSTEMS

14.1 Fire Systems

Any maintenance or alteration to a fire stand pipe system or fire alarm system within a Strata Lot will be carried out by the company retained by the Strata Corporation to maintain such systems.

14.2 Flush Valves

An Owner will not install flush valve operated plumbing fixtures in their Strata Lot, as this will adversely affect the building plumbing system

14.3 Doors

In order to retain the fire rating of doors, the addition of locks or security hardware, which require drilling holes in the door must be carried out by an authorized locksmith with prior approval by the Strata Corporation.

15. IMPROVEMENTS BY OWNER

15.1 Requirements for Improvements

Any improvements or alterations which an Owner desires to make to the Strata Lot (the “**Strata Lot Improvements**”) shall be made by the Owner only in accordance with the following regulations and rules:

- (a) Prior to any Strata Lot Improvements being made, the Owner shall:
 - (i) provide the Strata Corporation with detailed plans, sketches or blueprints and any other plans, documents or permits that the Strata Corporation deems necessary or appropriate to review in its sole discretion for the Strata Lot Improvements, illustrating these improvements or alterations in sufficient detail, and copies of which shall be retained by the Strata Corporation for its records; and
 - (ii) obtain all necessary permits as required by any governmental authorities having jurisdiction.
- (b) The Owner will make all Strata Lot Improvements in accordance with all applicable laws and regulations. For certainty, all Strata Lot Improvements to mezzanine floor areas and the areas directly under the mezzanine floor areas must comply with the Vancouver Building Bylaw requirements for mezzanines and with the occupancy classification for the Strata Lot.
- (c) The Owner shall in no event make any structural alterations to a Strata Lot or the building nor any alterations which shall alter the Common Property unless the Strata Council shall first approve the same;
- (d) The Owner shall promptly pay all outstanding accounts of any tradesmen or suppliers of material or any others who may be able to place a builders lien on any part of the Common Property and if any such lien is registered against title to any part of the Common Property, the owner shall bear all cost of the Strata Corporation in having the same removed or satisfied, and for such purposes, the strata corporation may make such payments as it deems advisable, and shall be entitled for and in the name of the Owner, to post such security and take such action as the Strata Corporation deems advisable to have the lien discharged from the Common Property;
- (e) The Owner shall be responsible for all damage to the Strata Lot, the Limited Common Property and the Common Property caused by the Owner or the Owner’s agents, servants, workmen, invitees and licensees, including wear and tear caused by excessive use by the Owner or the Owner’s agents, servants, workmen, invitees and licensees. The Owner shall reimburse the Strata Corporation for the cost of repair in respect of any such damage, and shall indemnify and save the Strata Corporation harmless from all costs and liability in connection therewith and/or suffered or incurred by the Strata Corporation in having to restore the Strata Lot or the Common Property to the condition existing before the possession of the Strata Lot was granted to the Owner.

15.2 Construction Requirements

All Owners shall abide by the following rules and regulations for carrying out construction work in their Strata Lots and Limited Common Property and any work permitted in the Common Property:

- (a) All construction work shall be carried out according to drawings previously submitted to and approved by the council of the Strata Corporation.
- (b) All contractors are to be approved by the council of the Strata Corporation, must be bondable, and shall carry a minimum of \$5,000,000 liability insurance.
- (c) Contractors are to give all necessary notices, obtain all necessary permits, and pay all fees in order that the construction work may be carried out, and shall furnish any certificates necessary as evidence that the work conforms with all governmental laws and regulations, and with the requirements of the Canadian Electrical Code, Vancouver Building Bylaw, or any other regulations governing such work.
- (d) Contractors shall comply with all fire safety requirements and other regulations pertaining to fire protection at all times during construction.
- (e) Contractors shall comply with all applicable governmental laws and regulations having jurisdiction concerning construction safety, including the Worker's Compensation Act of B.C. Accident Prevention Regulations. If required by Worksafe BC, the owner's general contractor shall hire a Certified Safety Officer.
- (f) All work shall be carried out in a workmanlike manner in accordance with the description of the work submitted to and approved by the council of the Strata Corporation and shall be completed in a timely fashion and without interruption. Workers are to restrict their activities to the immediate area of the work being performed or the service areas.
- (g) Work which does not cause excessive noise or vibrations is permitted during the hours during which most of the occupier(s) of the building are carrying on business in the building ("**Normal Business Hours**"). However, work can be carried out after Normal Business Hours on weekdays, or at any time on weekends provided appropriate arrangements are made with the building's security company to have a monitoring, or a security guard in attendance at the cost of the Owner, and the appropriate arrangements have been made in advance with the City of Vancouver for securing the necessary exception permits under the noise bylaw.
- (h) Contractors shall comply with the requirements of the building regarding noise abatement and shall take all necessary steps to ensure the generation and transmission of noise and vibration due to the work is kept at a minimum, with noisy works being conducted only after Normal Business Hours. Any such noise

or vibration which is found objectionable shall be corrected to the satisfaction of the property manager.

- (i) Contractors shall maintain all important building services continuously throughout the entire construction period. They shall keep temporary interruptions to electrical power, and other services to an absolute minimum. Required interruptions to any existing services must be by prior arrangement with the property manager.
- (j) The Owner will be held liable for any damage to existing surfaces (including Common Property), equipment and services caused by its contractors or those of the contractors' employees or subcontractors.
- (k) Contractors shall be required to handle all materials at their own expense, including the loading and unloading of trucks and shall unload all material from trucks promptly upon their arrival. Deliveries can be made only after Normal Business Hours unless otherwise arranged with the property manager.
- (l) Dust and debris shall be kept to a minimum. Contractors shall remove from the building all rubbish or debris resulting from the execution of the work, shall immediately clean up any Common Property affected by said removal, and upon completion of same shall clean up the Strata Lot, Limited Common Property and all Common Property affected by construction. Owners shall provide and pay for garbage containers for the dumping of their debris.
- (m) Contractors shall be responsible for watching the work areas at all times — no security will be provided or compensation paid by the strata corporation for materials, equipment or tools stolen, lost, damaged, or destroyed.
- (n) The property manager has the authority to stop the work if the Owner's contractors violate any of the above rules and regulations.

16. REPAIRS BY STRATA CORPORATION

16.1 Access

Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot, Limited Common Property or the Common Property, the Strata Corporation and its agents will, in carrying out any work or repairs, do so in a proper and workmanlike manner and will make good any damage to the Strata Lot occasioned by such works and restore the strata to its former condition, leaving the Strata Lot clean and free from debris.

16.2 Water Damage

Water damage or other damage to a Strata Lot, Limited Common Property or Common Property resulting from the use of appliance or other activities in a Strata Lot may be repaired on an emergency basis by agents of the Strata Corporation. The costs of such repairs will be borne by the Strata Lot from which the damage originated. If the Strata Corporation's insurance policy will be called upon to cover the costs of such damage, the Strata Lot originating the damage will be responsible for the insurance deductible

16.3 Glass Repairs

Emergency glass repairs may be authorized and carried out by the Strata Corporation or its agents at the expense of the Owner of a Strata Lot.

Date: _____

SHATO HOLDINGS (PCTC1969) LTD.

Per: _____
Authorized Signatory

SCHEDULE A – STRUCTURAL LOADING DIAGRAMS

See attached



SCHEDULE B – LOADING MANAGEMENT PLAN

See attached

TRANSPORTATION PLANNERS AND ENGINEERS



MEMO

DATE: May 5, 2021
PROJECT NO: 04-20-0356
PROJECT: 8210-8220 Ross Street
SUBJECT: Loading Management Plan (LMP)

TO: Dan Soos, Development Manager
Shato Holdings Ltd.

PREPARED BY: Daniel Bragagnini, M.Eng., EIT, Transportation Analyst
REVIEWED BY: Christephen Cheng, M.Eng., P.Eng., Senior Transportation Engineer, Associate

1. INTRODUCTION

This memo report responds to specific conditions as requested by the City of Vancouver (City) in their "prior-to permit issuance" letter for the proposed industrial development located at 8210-8220 Ross Street in Vancouver, BC and presents a Loading Management Plan (LMP) for the site.

The proposed development site will front SE Marine Drive and Ross Street and is located about 450m west of the Knight Street bridge. The light industrial development is planned to comprise of wholesale units, accessory office and accessory retail land uses. Of note, each unit will be owned and stratified. There are two driveway accesses to the site via Ross Street. A loading court is planned on Level 2 with Class B loading spaces and passenger car parking (accessed via the south driveway); there is also another loading court area on Level 3 (accessed via the north driveway and ramp). The garbage room has been shown at the east end of the Level 2 court. Exhibit 1 shows the overall plan for the development site, while Exhibits 2 and 3 show the Level 2 and Level 3 loading courts (with indication of the Class A and B space locations), respectively.

There is also one level of enclosed parking with a total of 78 parking spaces, as well as additional parking located on Levels 2 and 3, for a total parking provision of 130 parking spaces.

The site plans to operate with a total of twenty-seven (27) loading spaces. On the Level 2 loading court, there are 13 Class B loading spaces and 1 Class A space proposed, while on Level 3 there are 6 Class A spaces and 7 Class B spaces proposed. This represents a reduction of two Class C spaces when compared with the Bylaw requirement, while Class A and B provisions exceed Bylaw requirements.

Bunt & Associates Engineering Ltd.

Suite 1550 – 1050 West Pender Street, Vancouver, BC V6E 3S7 Tel 604 685 6427 Fax 604 685 6579

Vancouver Victoria Calgary Edmonton www.bunteng.com

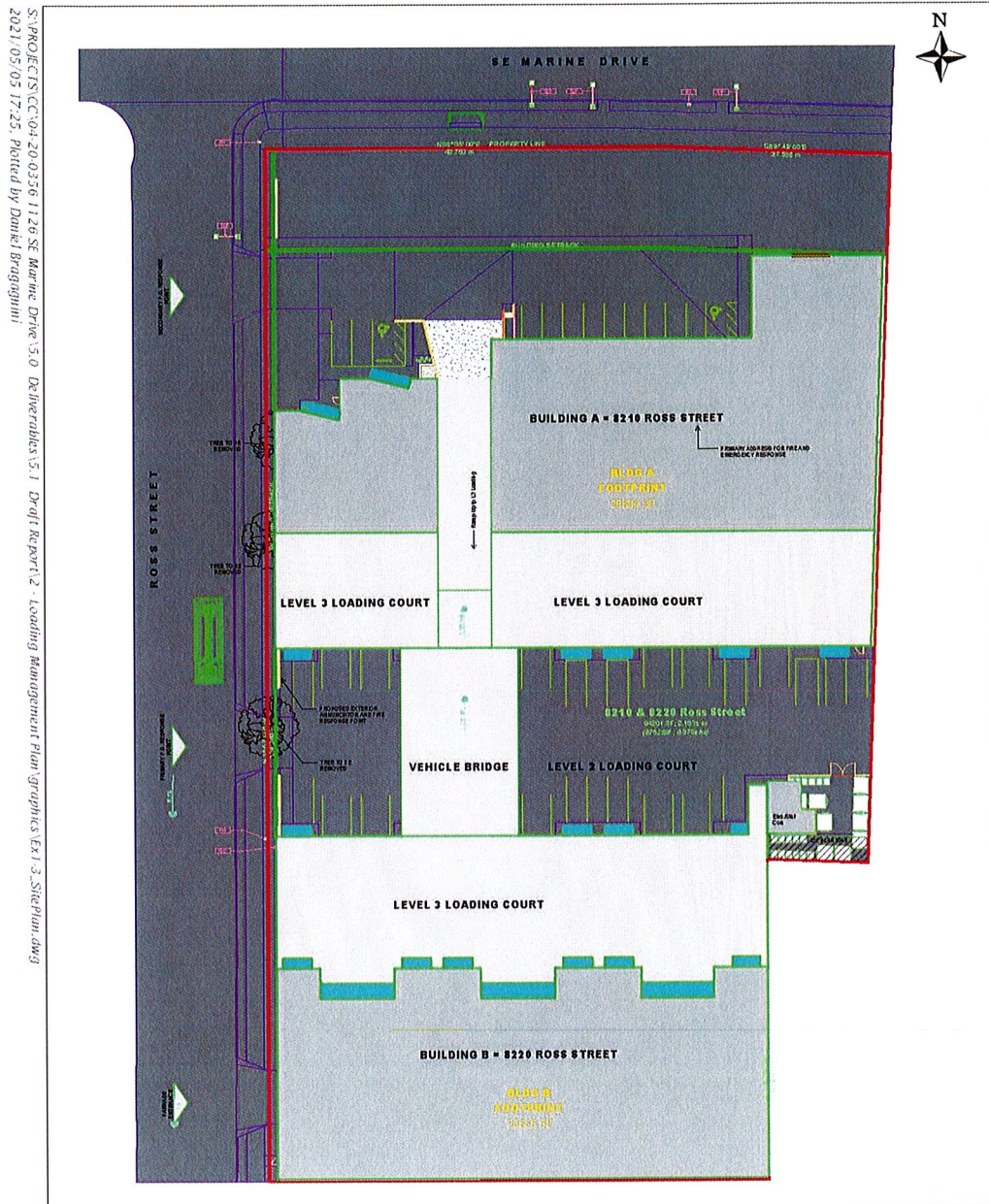
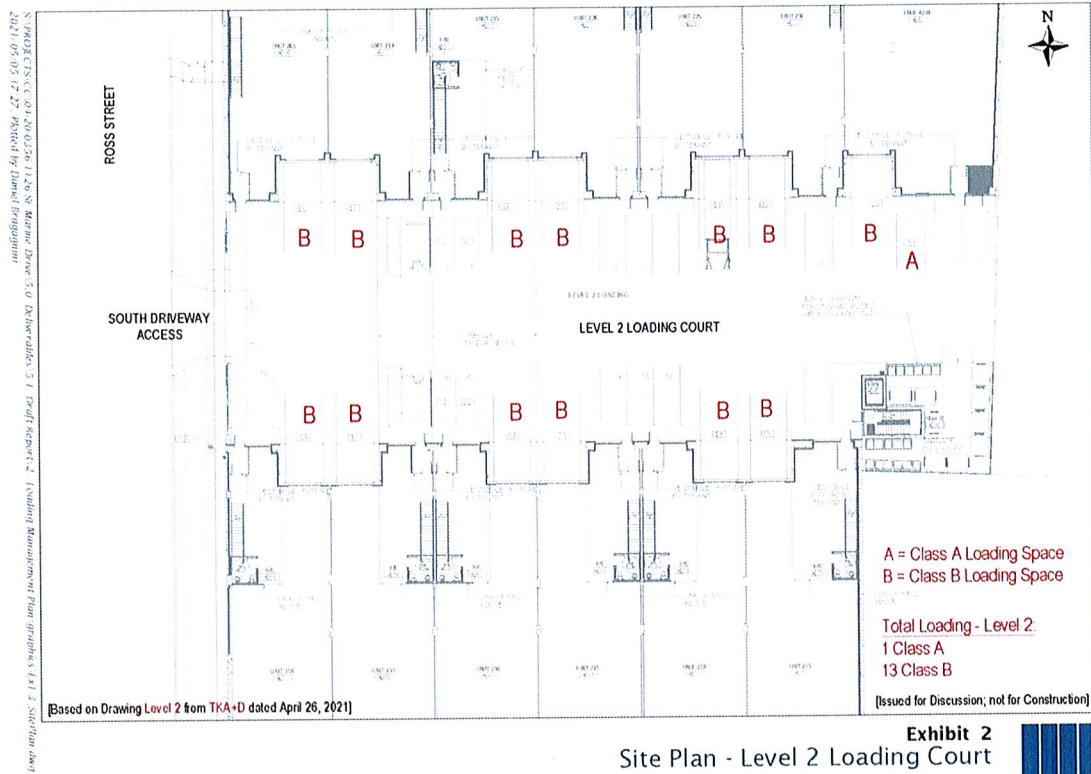
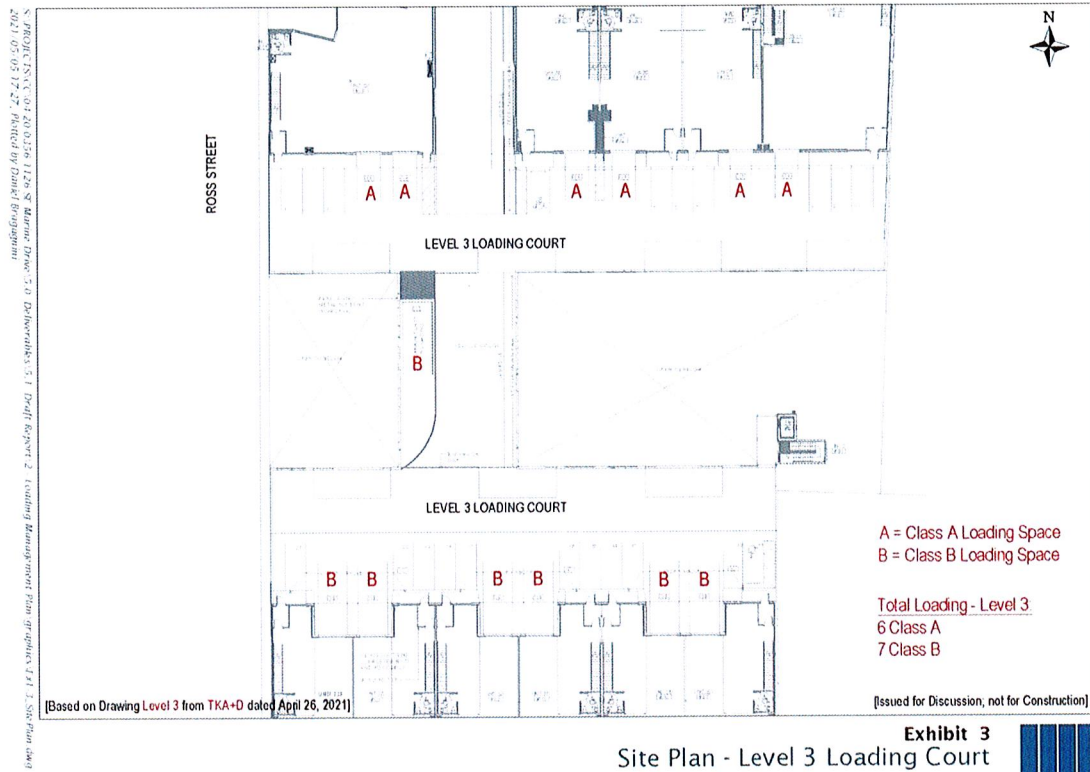


Exhibit 1
Site Plan - Overall

04-20-0356 April 2021 Scale Custom on Letter 8210-8220 Ross Street Prepared by DB







2. CONTEXT

The City of Vancouver recently provided a "prior-to permit issuance letter" (outlining specific requirements and conditions for the site) which is attached in **Appendix A**. This memo responds to the following specific conditions from the letter (excerpts below):

- **Item 1.4:** confirmation of compliance with Section 5 of the Parking By-law;
Note to Applicant: Minimum two (2) Class C loading spaces are required. See also, Engineering Services condition 1.17 and 2.7.
- **Item 1.17:** provision of loading to be provided and maintained in accordance with the requirements of the parking by-law;
Note to Applicant: Twelve (12) class B and six (6) class A loading spaces in lieu of 2 class C loading spaces may be considered upon receipt and review of an acceptable Loading Management Plan. See also, Development Review Branch condition 1.4 and Engineering Services condition 2.7.
- **Item 1.18:** provision of improved access and design of loading spaces and compliance with the Parking and Loading Design Supplement, including the following:
 - i. provision of convenient, internal, stair-free loading access to/from all site uses; *Note to Applicant:* Units in the North building on level 3 have no access to the Class B loading spaces. Design development to provide Class B loading to those units or look into providing a loading lift.
- **Item 2.7:** Submission of a Loading Management Plan (LMP), including the following:
 - i. How the loading facility will operate.
 - ii. Management of the facility, including on-site loading manager.
 - iii. Size of the largest delivery vehicle delivering to the site and the expected frequency of all of the deliveries.
 - iv. Specify routing of the trucks from the arterial streets to and from the loading space.
 - v. Clarify the largest truck that the loading spaces are designed to accommodate and provide all vehicle dimensions.
 - vi. An expected Schedule of Loading Activity table for all uses
 - vii. Identification of loading bays that can be used for unscheduled loading deliveries.
 - viii. Loading Management and Communications Protocol for all tenants
 - ix. Details of wayfinding and signage used for the Class B loading proposed in the level 3 parking.
 - x. Details on how the site will accommodate a Class C vehicle loading.

The City of Vancouver Parking Bylaw (Section 5) outlines service truck loading requirements for the project's planned land uses, as summarized in Table 1, while the corresponding baseline loading supply requirements for the development are presented in Table 2.

Table 1: Loading Bylaw Minimum Requirements

LAND USE	CLASS A	CLASS B	CLASS C
Office	At least one space for 1,000 to 7,500 sqm of gross floor area.	At least one space for 500 to 5,000 sqm of GFA.	No requirement.
Retail	No requirement.	Minimum of 1 space for the first 465 sqm GFA, plus 1 space for any portion of the next 1,860 sqm GFA, plus 1 space for each additional 2,325 sqm	No requirement for less than 2,000 sqm of GFA
Wholesale	No requirement.	Minimum of 1 space for the first 465 sqm GFA, plus 1 space for any portion of the next 1,860 sqm GFA, plus 1 space for each additional 2,325 sqm	At least 2 spaces for more than 5,000 sqm GFA for wholesale

Table 2: Loading Bylaw Supply Requirement

LAND USE	DENSITY	CLASS A	CLASS B	CLASS C
Acc. Office	2,779 sqm	1	1	0
Acc. Retail	701 sqm	0	2	0
Wholesale	9,107 sqm*	0	5	2
TOTAL	12,587 SQM	1	8	2**

*Note: As of May 5, 2021 the wholesale area has reduced slightly to 9,015 sqm. However, this does not affect the loading Bylaw calculation and requirements remain the same.

**Note: 12 Class B spaces and 6 Class A spaces in lieu of 2 Class C spaces may be considered by the City as indicated in the "prior-to permit issuance" letter, with submission of a Loading Management Plan.

The Parking Bylaw indicates a minimum of 1 Class A, 8 Class B, and 2 Class C loading spaces are required to support the development while the development proposes a total of 27 loading spaces, comprising 7 Class A and 20 Class B loading spaces. Compared with the Bylaw requirement, it equates to a reduction of 2 Class C spaces, while provision of Class A and B spaces is more than the Bylaw minimum requirements.

Given the smaller size of the individual wholesale units and accessory office space, it is not anticipated that large Class C size truck deliveries will be required for the site; moreover, Class A and B spaces would be better suited for operators in this type of facility. The City has recognized this in their "prior-to permit issuance" letter where they have indicated that 12 Class B and 6 Class A spaces may be considered in lieu of 2 Class C spaces, in addition to minimum Bylaw requirements for Class A and B spaces. This would equate to a total minimum requirement of 7 Class A spaces and 20 Class B spaces, and current provisions meet these requirements.

The Loading Management Plan provides a rationale to support the planned loading space relaxation and seeks to address the items in the City's "prior-to permit issuance letter".

3. LOADING MANAGEMENT PLAN

As a condition of use, loading operations for the industrial/wholesale and accessory office/retail uses at the proposed development will adhere to the provision of a Loading Management Plan (LMP). The intent of a LMP is to ensure loading activities will occur in the designated on-site loading areas to limit the impact on the surrounding street network and maintain efficient use of the loading facilities. Of note, there is currently 2-hour Monday to Saturday parking on the east side of Ross Street and unrestricted parking on the west side. On the southside of Southeast Marine Drive, there is no stopping restrictions between 3PM-6PM, Monday to Friday, and parking is allowed otherwise. On the northside, there is no stopping between 7AM-9:30AM, Monday to Friday. Importantly, all loading activities will be confined to the designated loading spaces within the building footprint.

3.1 Operation and Management of the Loading Facilities

As discussed previously, smaller size Class A and B trucks will better serve operators of the individual wholesale units, accessory office, and accessory retail space. Each individual unit will be owned, and owners are planned to form part of a future strata which will be responsible for the management of loading spaces (particularly for any shared loading spaces).

The future strata can also implement the LMP which will restrict Class C trucks from servicing the site, this can be achieved since the strata is formed by individual owners which can designate a building manager/operator to ensure adherence to the LMP. In addition, the building operator will be responsible for scheduling all loading activities between the site's uses including garbage/recycling pick-up. The building operator will communicate intended truck access, size of vehicles, and manoeuvring requirements of the site. On a day-to-day basis, the building operator will ensure that loading vehicles are accessing the loading areas in a safe and efficient manner, being present on-site and supervising delivery operations, as necessary.

On the Level 2 loading court, there are 13 individual wholesale units, and each will have a Class B loading space designated for that unit. On Level 3, each unit within Building 2 (south side of the site) will also have a designated Class B loading space. Delivery schedules for these units can be primarily self-managed by the owners since each unit would have its own designated Class B space. For Building 1 (Level 3), there are 6 Class A loading spaces provided for the five units. These units will be primarily marketed to operators that would only require smaller size truck deliveries. With reference to Section 2, Item 1.18, the City requested that these units also be provided with access to Class B loading.

As such, an additional shared Class B loading space has been provided on the west side of the vehicle bridge, to be shared amongst the five units located on Level 3 within Building 1. The building operator appointed by the strata and the owners of these five units will be responsible for managing this shared loading space. Given the low number of units sharing this space, loading activities can be coordinated more efficiently.

An online scheduling tool will be made available to future owners of these units to book the use of the shared loading bay for individual functional needs. This online scheduling tool will be managed by the designated (building operator) and who will also use it to manage any scheduling changes or conflicts that may arise. The tool can also help coordinate use of the shared Class B loading space on Level 3.

The designated operator will be responsible for entering and managing all loading activities for the units and they will be only person who can edit the calendar. It would be made available in 'view format' for owners. Owners who wish to schedule loading activities would make their request through the online scheduling tool, where the designated building operator would then confirm if the timeslot is available and/or provide an alternative. Owners should notify of any changes to the loading schedule immediately to the designated operator in advance of the schedule for the upcoming week, if possible. An example of a simplified scheduling management tool that could be used is Google Calendar, where the operator is given permissions to edit the calendar and owners are provided with "view only" mode.

If scheduling conflicts arise, these must be addressed in advance with the designated operator to avoid issues "on the ground". Any other issues related to loading or scheduling (e.g. unscheduled deliveries, schedule delays) will be brought to the attention of the designated operator via the contact information noted in the manual or web portal.

In the event of a conflict, the scheduled activities (as established in the regular strata communication) will have priority use of the loading space. After time, it is expected that the majority of reoccurring loading/servicing schedules will settle into a typical pattern, which will make the coordination of activities easier to manage.

To ensure the loading activities will be coordinated among the uses, all owners will be required to identify the name and contact information (phone number, email address) of the designated building operator responsible for the coordination of the loading activities for their respective businesses. This contact information will be shared between owners and the information will be kept current to reflect any changes that may occur. Contact information of the designated operator will be posted and updated regularly at visible locations within the loading facility (next to the shared Class B loading space) and by the fire alarm annunciator panel location.

Owners will be expected to communicate regularly with the building operator and schedule the use of the loading spaces (in particular, the shared Class B loading space on Level 3) for their receiving or delivery activities, including scheduled maintenance. Compliance to the loading management and communication protocol will be mandatory to all owners of the building. The designated operator will make every effort to record any person who violates procedures, outlined in the Loading Management Plan, and notify them of the violation.

3.2 Routing

Figure 1 below shows the location of the site in context of the City's nearest Designated Truck Routes. Drivers will be instructed to arrive via Southeast Marine Drive and Ross Street, with wayfinding signage provided to help direct drivers to the appropriate loading court (ie. south driveway for Level 2 loading court and north driveway for Level 3 loading court). Exiting vehicles will continue northbound on Ross Street and connect to SE Marine Drive. To and from SE Marine Drive, drivers will have the option of connecting with the surrounding network via Fraser Street or the Knight Street Bridge (closest north-south truck routes).

Appendix B presents the detailed wayfinding plan, which shows signage at the north and south access points off of Ross Street; the signs indicate the location of the Class B loading spaces and unit numbers served. At the north access, the wayfinding signage will direct drivers headed to units 305 to 380 to use the ramp.

Figure 1: Site Location and Nearby Designated Truck Routes

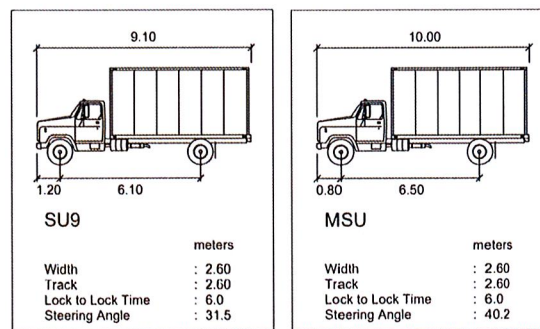


3.3 Delivery Vehicle Sizes

The largest trucks anticipated to be servicing the site are shown in Figure 2 and listed below as follows:

- SU9 design vehicle: single unit truck with dimensions of 2.6m vehicle body width (3.15m width mirror to mirror) and 9.10m length;
- MSU design vehicle: medium single unit truck with dimensions of 2.6m vehicle body width (3.15m width mirror to mirror) and 10m length; and,
- Front-loaded garbage truck: private hauler, typical dimensions of 3.2m vehicle body width, 10m length, and 4.2m height (6.9m to top of forks when extended).

Figure 2: Typical Class B Truck Dimensions

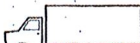


Typical characteristics of Class A and B service vehicles are shown in Figure 3 below. Class B single unit trucks typically have a height of 3.7m. Per the *Commercial Transport Regulations* of BC, vehicles with height in excess of 4.15m require a permit to operate on BC roadways, so it is assumed all vehicles entering the site will be less than 4.15m in height. All height clearances should be designed to 4.3m.

Minimum dimensions for Class A and B loading spaces as outlined in the Bylaw are as follows:

- Class A spaces: 5.5m long, 2.7m wide, 2.3m high
- Class B spaces: 8.5m long, 3.0m wide, 3.8m high (4.3m height clearance recommended)

Figure 3: Typical Service Vehicle Characteristics

Type of Vehicle	Length in metres (feet)	Width in metres (feet)	Height in metres (feet)	Gross Vehicle Weight (kg) (lbs)		Class
Van	4.6 – 5.6 (15.0 – 18.5)	1.8 (6.0)	2.0 – 2.1 (6.5 – 7.0)	2,132 – 4,264 (4,700 – 9,400)		A
Pick-up	4.4 – 6.11 (14.5 – 20.0)	1.8 (6.0)	1.5 – 2.0 (5.0 – 6.5)	2,495 – 4,536 (5,500 – 10,000)		A
Cube Van	5.5 – 9.1 (18.0 – 25.0)	2.4 – 2.6 (8.0 – 8.5)	3.04 (10.0)	2,722 – 4,536 (6,000 – 10,000)		B
Step Van	5.5 – 9.1 (18.0 – 25.0)	2.4 – 2.6 (8.0 – 8.5)	3.04 (10.0)	2,700 – 4,536 (6,000 – 10,000)		B
Single Units	7.3 – 10.9 (24.0 – 36.0)	2.4 – 2.6 (8.0 – 8.5)	3.66 (12.0)	4,536 – 11,793 (10,000 – 26,000)		B

All loading spaces provided meet these minimum dimensional requirements; in fact, the Class B spaces provided are 3.5m wide, slightly wider than minimum Bylaw requirements. Thus, the provided spaces are anticipated to be able to accommodate the largest truck deliveries at the site.

3.4 Delivery Schedule and Frequency

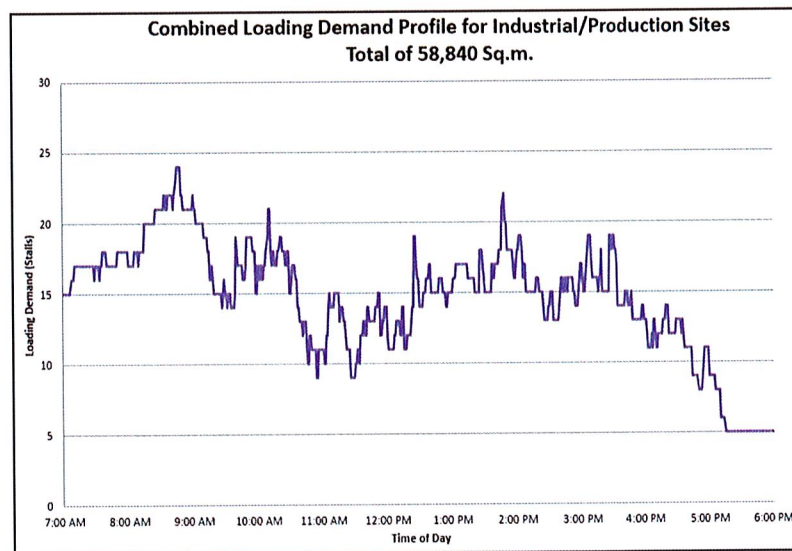
Based on Bunt's experience for locations with similar industrial land uses, and since the offices are anticipated to operate with business hours from 8AM to 5PM, most loading activity is anticipated to take place between those hours as well (with deliveries potentially as early as 6AM). As each unit has its own Class B loading space (with exception to the units in Building 1, Level 3, which have individual Class A loading spaces and a shared Class B loading space), deliveries can be readily accommodated and scheduled as needed for each unit. Bunt has previously conducted loading surveys at industrial proxy sites in Vancouver as summarized below.

3.4.1 Proxy Loading Demand Survey at 405 Railway Street

Bunt previously conducted loading observations at an industrial building primarily consisting of manufacturing and warehousing at 405 Railway Street in Vancouver, with approximately 4,000m² of gross floor area. The surveys were conducted on Wednesday May 31 and Thursday June 1, 2017 from 6AM to 7PM. The maximum number of vehicles loading concurrently were 4 (2 Class A, 2 Class B), while the average duration ranged between 16 to 43 minutes depending on the survey day.

Applying the peak weighted demand rate of 0.42 spaces per 1000m², this would equate to a peak demand of 6 loading vehicles for the proposed development. The average overall duration of stay for each proxy site ranged from 17 to 30 minutes. Based on the weighted average for total daily vehicles, about 42 total loading vehicles per day would be expected at the site (compared to 66 estimated in Table 3 above), or one every 13 minutes on average. The combined loading demand profile for the three proxy sites (listed in Table 4) is shown in Figure 4 below. Loading demand generally remains consistent throughout the day, with slight peaking characteristics in the morning and early afternoon, dropping sharply around 4 to 6 PM. It is anticipated that the proposed industrial development would have a similar profile, however the peak would be 6 loading vehicles rather than the 24 shown in the graph below (for the proxy sites in Vancouver).

Figure 4: Loading Demand Profile for Proxy Sites



3.5 Loading Swept Path Analysis

Updated swept paths are provided in Appendix C. With reference to the exhibits:

- Exhibit C.1 shows an inbound SU9 truck entering the north driveway and travelling up the ramp towards Level 3. Of note, there are parking lanes on both sides of Ross Street. Inbound/outbound trucks are expected to cross the driveway one at a time and will yield for each other (there is a stop bar and stop sign at the driveway access). Based on proxy site surveys, trucks are expected to arrive at the site every 8-10 minutes. Walls near the driveway access points will be less than 2.3m in height (average driver eye height for trucks), which will not impede visibility. In addition, the downslope on Ross Street would aid with visibility as trucks are anticipated to travel to/from the truck route on SE Marine Drive. At the bottom of the ramp to Level 3, one vehicle will need to yield to the other, since there is not enough space for simultaneous turning to occur in this area. The addition of a stop bar at the bottom of the ramp, with accompanying stop sign, has been recommended. A convex mirror has also been recommended by Bunt at the location shown.
- Exhibit C.2 shows inbound SU9 trucks backing-in to the Class B spaces within the Level 2 loading court. An inbound SU9 is able to turn into the driveway access successfully and back into the Class B spaces.
- Exhibit C.3 shows outbound SU9 trucks exiting from the Class B spaces within the Level 2 loading court. The SU9 trucks are able to successfully maneuver out of the spaces and travel onto Ross Street.
- Exhibit C.4 shows inbound SU9 trucks backing-in to the Class B spaces within the Level 3 loading court. In addition, the exhibit also shows the outbound SU9 trucks exiting the spaces. The SU9 trucks are able to successfully maneuver into and out of the Class B spaces.
- Exhibit C.5 shows the inbound and outbound SU9 trucks maneuvering into the shared Class B space (for Building 1 units) on the Level 3 loading court.
- Exhibit C.6 shows passenger vehicles parking in the Class A spaces and regular stalls on Level 3. In addition, the exhibit also shows the passenger cars exiting the spaces. The vehicles are able to successfully maneuver into and out of the Class A spaces/regular stalls.
- Exhibit C.7 presents the waste collection for the site. During pick-up, bins would be wheeled out from the room onto the Level 2 loading court. A front-loading garbage truck (private hauler) would drive up to pick-up the bins, and then turn around using one of the empty loading spaces. Of note, garbage pick-up will be scheduled early mornings before deliveries for the businesses are expected.

Note: An MSU truck is also able to successfully maneuver into and out of the proposed Class B loading spaces; only the SU9 is shown in the exhibits since it presents a more conservative swept path (with wider wheelbase) over the MSU and is more difficult to maneuver.

4. SUMMARY

The following summarizes key conclusions and recommendations from the loading review and proposed Loading Management Plan (LMP).

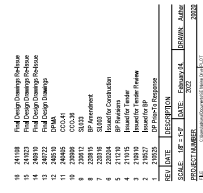
- The City's Bylaw requires 1 Class A, 8 Class B, and 2 Class C spaces to serve the proposed wholesale (with accessory office and accessory retail) development.
- The City has indicated that the 2 Class C spaces may be substituted by 12 Class B spaces and 6 Class A spaces, with provision of an acceptable LMP.
- Given the smaller scale of the individual wholesale units and accessory office/retail, it is not anticipated that Class C size truck deliveries will be required for the site; Class A and B spaces would be better suited for operators in this type of facility.
- All units will have their own Class B loading space, with exception of the five units on Level 3 of Building 1, which will have a shared Class B space. In addition, these units will have access to 6 Class A spaces.
- As units will be owned, the future strata will be responsible for designating a 'building operator' which will ensure adherence to the LMP. The operator is responsible for coordinating all loading activities at the site including garbage and recycling pick-up.
- An online scheduling tool can be made available to owners (managed by the operator) and can help schedule use of the shared loading bay (Level 3) for individual needs.
- Unscheduled loading deliveries can be accommodated within the loading courts. During the anticipated peak demand, not all loading bays would be occupied, and residual loading capacity is available at the site.
- Compliance to loading management and communication protocol will be mandatory to all owners of the building; the operator will record and notify owners of any violations of procedures outlined in the LMP.
- Nearest truck routes include SE Marine Drive, Fraser Street, and Knight Street. Wayfinding signage has been provided for the site, shown in Appendix B.
- The largest vehicles anticipated to service the site are the SU9 and MSU design vehicles (Section 3.3) as well as the front-loaded garbage truck. The loading spaces provided on-site can readily accommodate all these design vehicles.
- The swept path analysis shows that Class A and Class B size vehicles are able to successfully maneuver into and out of the Class A and Class B spaces provided.
- A private hauler will pick-up garbage bins from the east end of the Level 2 loading court and pick-up will be scheduled for the early morning before the businesses are expected to receive deliveries. The garbage truck can turn around using one of the empty loading spaces.

Given this, Bunt supports the loading provision of 7 Class A spaces and 20 Class B spaces to meet the development's servicing needs along with the adoption of an LMP as outlined in this report.

* * * * *

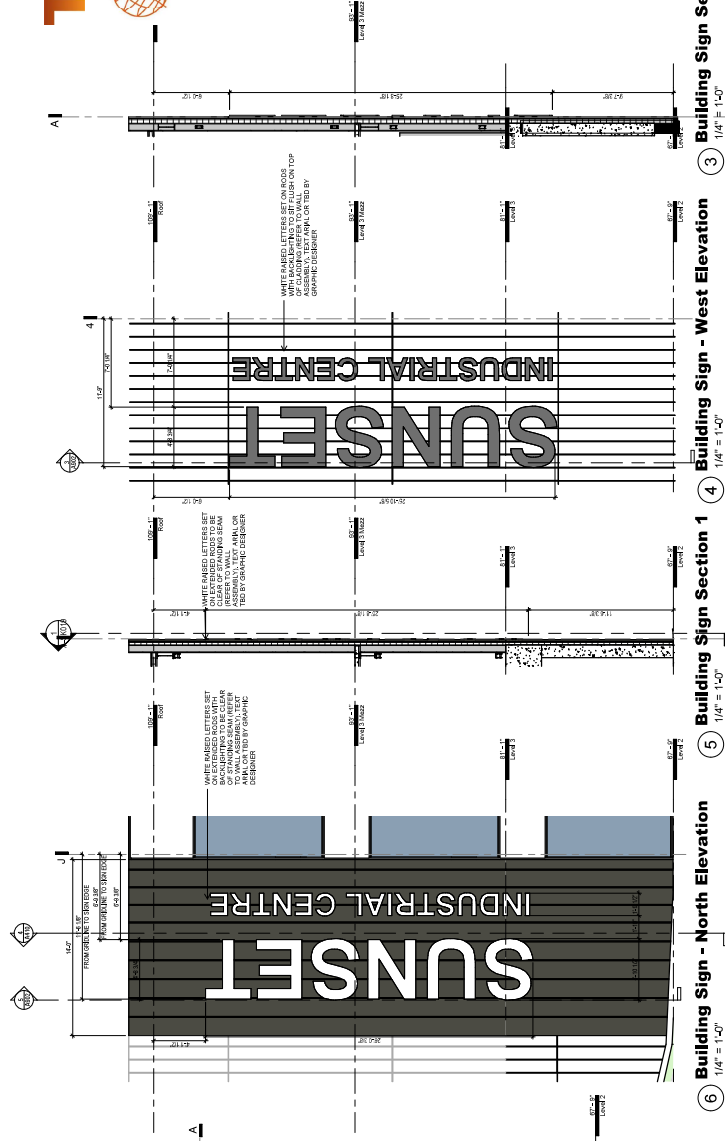
SCHEDULE C – SIGNAGE GUIDELINES

See Attached.

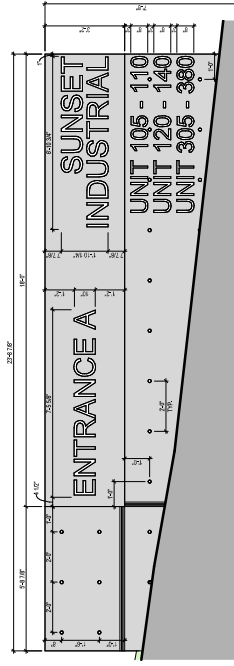


TKA+D ARCHITECTURE + DESIGN INC.
SUNSET INDUSTRIAL CENTRE
 Building A, 8210 Ross St
 Building B, 8220 Ross St
 Vancouver
Building Elevations - North & South
 PLOT DATE: 2004-09-06 4:55 PM
A301





8 Exterior Signage 3 - Plan
1/2" = 1'-0"



7 Exterior Signage 3 - Elevation $1/2" = 1'-0"$



2 Building A North Elev. Tenant Signage
1/8" = 1'-0"

① **Building A West Elev. Tenant Signage**
1/8" = 1'-0"



REV	DATE	DESCRIPTION	SCALE	APPROVED	DATE	DATE	PROJECT NUMBER
8	2/11/98	Final Design Drawings Release			February 14, 2001		200102
7	2/10/93	Final Design Drawings Release					
6	2/6/93	Final Design Drawings Release					
5	2/6/92	Final Design Drawings					
4	2/28/92	SL303					
3	2/23/94	Issued for Construction					
2	2/11/95	Issued for Tender					
1	2/19/92	Issued for Tender Release					

