

AB104471

13 JUNE 1981

LAND TITLE ACT

EASEMENTS AND SHARED USE AGREEMENT

This is Exhibit "O" referred to in the
affidavit of Couling Ingles
Sworn before me at Richmond
In the Province of British Columbia
this 8 day of November 2007

LAND TITLE ACT

FORM 17

A Commissioner for taking Affidavits
for British Columbia

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SURVEY DEPT.

NATURE OF INTEREST:

- (1) EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW1868);
- (2) EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2050);
- (3) EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2090);
- (4) EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1868);
- (5) EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1942); and
- (6) EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW2090)

THIS AGREEMENT made with effect as of the 14 day of
March, 1981.

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BETWEEN:

THE OWNERS, STRATA PLAN NW1942, a strata corporation created pursuant to the Condominium Act, R.S.B.C., 1979, Chapter 60, with an address in care of 100-7411 Minoru Boulevard, Richmond, British Columbia, V6Y 1Z3;

(hereinafter called the "Woodridge Owners")

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN NW1868, a strata corporation created pursuant to the Condominium Act, R.S.B.C., 1979, Chapter 60, with an address in care of 100-7411 Minoru Boulevard, Richmond, British Columbia, V6Y 1Z3;

(hereinafter called the "Ashford Owners")

OF THE SECOND PART

AND:

THE OWNERS, STRATA PLAN NW2050, a strata corporation created pursuant to the Condominium Act, R.S.B.C., 1979, Chapter 60, with an address in care of 100-7411 Minoru Boulevard, Richmond, British Columbia, V6Y 1Z3;

(hereinafter called the "Cypress Owners")

OF THE THIRD PART

AND:

THE OWNERS, STRATA PLAN NW2090, a strata corporation created pursuant to the Condominium Act, R.S.B.C., 1979, Chapter 60, with an address in care of 100-7411 Minoru Boulevard, Richmond, British Columbia, V6Y 1Z3;

(hereinafter called the "Cypress D Owners")

OF THE FOURTH PART

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SPECIAL RESOLUTION "A"RESOLUTION OF THE STRATA CORPORATION
THE OWNERS, STRATA PLAN NW1868

The following is a Special Resolution duly passed by the Strata Corporation, "The Owners, Strata Plan NW1868", on the 26th day of January, 1988.

BE IT RESOLVED BY SPECIAL RESOLUTION THAT:

1. Shared Use Agreement, Land Title Act, Form 17, dated the 1st day of October 1982, between The Owners, Strata Plan NW1942, The Owners, Strata Plan NW1868, and Canlea Ltd. is hereby repealed and replaced with the following:

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW1868);

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2050);

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2090);

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1868);

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1942); and

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW2090)

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SPECIAL RESOLUTION "A"

RESOLUTION OF THE STRATA CORPORATION
THE OWNERS, STRATA PLAN NW1942

The following is a Special Resolution duly passed by the Strata Corporation, "The Owners, Strata Plan NW1942", on the 18th day of February 1988.

BE IT RESOLVED BY SPECIAL RESOLUTION THAT:

1. Shared Use Agreement, Land Title Act, Form 17, dated the 1st day of October 1982, between The Owners, Strata Plan NW1942, The Owners, Strata Plan NW1868, and Canlea Ltd. is hereby repealed and replaced with the following:

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW1868);

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2050);

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2090);

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1868);

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1942); and

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW2090)

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SPECIAL RESOLUTION "A"RESOLUTION OF THE STRATA CORPORATION
THE OWNERS, STRATA PLAN NW2050

The following is a Special Resolution duly passed by the Strata Corporation, "The Owners, Strata Plan NW2050", on the 27th day of January, 1988.

BE IT RESOLVED BY SPECIAL RESOLUTION THAT:

1. Shared Use Agreement, Land Title Act, Form 17, dated the 1st day of October 1982, between The Owners, Strata Plan NW1942, The Owners, Strata Plan NW1868, and Canlea Ltd. is hereby repealed and replaced with the following:

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW1868);

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2050);

EASEMENT (over the Common Property of Strata Plan NW1942 appurtenant to all Strata Lots within Strata Plan NW2090);

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1868);

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW1942); and

EASEMENT (over the Common Property of Strata Plan NW2050 appurtenant to all Strata Lots within Strata Plan NW2090)

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WHEREAS:

- A. The Woodridge Owners are the registered owners in common of those lands and premises designated as "common property" (as defined in the Condominium Act, R.S.B.C., 1979, Chapter 60, as amended, which is herein called the "Act" Common Strata Plan NW1942 (herein called the "Woodridge Common Property");
- B. The lands and premises within Strata Plan NW1942 comprise a residential strata-title complex (herein called "Woodridge");
- C. The Woodridge Common Property includes a number of recreational facilities (herein called the "Woodridge Facilities"), including two whirlpools, sauna, barbecue area, equipped exercise area and change rooms;
- D. The lands and premises within Strata Plan NW1868 comprise a residential strata-title complex (herein called "Ashford Place");
- E. The Cypress Owners are the registered owners in common of those lands and premises designated as "common property" (as defined in the Act) on Strata Plan NW2050 (herein called the "Cypress Common Property") The Cypress Common Property includes a number of recreational facilities (herein called the "Cypress Facilities"), including a swimming pool and outdoor jacuzzi together with surrounding patio and lawn areas, a squash court, two (2) saunas, exercise room, recreation/games room, club room and change rooms;
- F. The lands and premises within Strata Plan NW2050 comprise a residential strata-title complex (herein called "Cypress Point");
- G. The lands and premises within Strata Plan NW2090 comprise a residential strata-title complex (herein called "Cypress D");

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- H. The Woodridge Owners, the Ashford owners, the Cypress Owners and the (Cypress Owners) and the Cypress D Owners wish to enter into an agreement whereby each of them will be entitled to share in the common use of the Woodridge Facilities and the Cypress Facilities;
- I. NOW THEREFORE THIS AGREEMENT WITNESSETH that, pursuant to the premises and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree, each with the other, as follows:

I. USE OF WOODRIDGE FACILITIES BY ASHFORD OWNERS

1. The Woodridge Owners, as registered owners in common of the Woodridge Common Property hereby grant unto the Ashford Owners the Cypress Owners and the Cypress D Owners (hereinafter collectively called the "Woodridge Grantees") the full, free and uninterrupted right, liberty and easement to enter, go, pass and repass within, upon and along those portions of the Woodridge Common Property shown in heavy outline on the explanatory plan filed at the New Westminster Land Title Office as Explanatory Plan Number 69418 (which area is herein called the "Woodridge Easement Area"), for the purpose of using the Woodridge Facilities in common with all other persons entitled to the use thereof and subject to the terms of this Agreement.
2. The term of the easement hereby granted to each shall commence on the 26th day of January, 1988 and shall continue as long as the parties hereto (or their permitted assigns, as the case may be), continue to legally subsist subject to the terms and conditions of this Agreement.
3. In order to exercise the rights hereby granted to the Woodridge Grantees they must comply with all reasonable rules and regulations established by the Strata Committee as hereinafter described from time to time for the use of the Woodridge Facilities and must pay, on a monthly basis, a user fee calculated as hereinafter set out (herein called the "Woodridge Fee") to the property manager appointed by the

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Woodridge Owners from time to time. The Woodridge Fee shall be calculated and determined from time to time based upon the annual operating costs of the Woodridge Facilities, with the aggregate of such costs being divided by the total number of strata lots constructed in Strata Plan NW1942, Strata Plan NW1868, Strata Plan NW2050 and Strata Plan NW2090. The Woodridge Fee shall be calculated annually by the Woodridge Owners, and adjusted from time to time to reflect variations in the operating costs of the Woodridge Facilities.

4. The Woodridge Owners, through the Strata Council elected by the Woodridge Owners, or through any property manager (herein called the "Woodridge Property Manager") appointed by the Woodridge Owners from time to time, may refuse admission to or the use of the Woodridge Facilities by any Woodridge Grantees Owner, by reason of:
 - (a) any infraction by such Owner of the rules and regulations established from time to time by the Strata Committee for the use of the Woodridge Facilities; or
 - (b) nonpayment of the Woodridge Use Fee by such owner.
5. The Woodridge Owners shall be responsible at their cost, to equip and maintain the Woodridge Facilities and to make repairs and replacements from time to time, provided always that no Woodridge Grantees shall have the rights to require the repair or rebuilding of the Woodridge Facilities in the event of the destruction of Strata Corporation NW1942 pursuant to the provisions of the Act.
6. It is mutually understood, agreed and declared by and between the parties hereto that this Agreement shall be construed as running with the lands and shall comprise a burden only upon the Woodridge Common Property and the Woodridge Easement Area. The benefit of such easement shall be appurtenant to every strata lot within Strata Plan NW1868, NW2050 and NW2090.

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7. In the event that:

- (a) Woodridge and/or Woodridge Facilities are substantially damaged or destroyed for any cause whatsoever and Woodridge and/or Woodridge Facilities cannot be repaired or rebuilt within six months of the date of the occurrence of such damage or destruction; or
- (b) Ashford Place, Cypress Point D or Cypress Point is substantially damaged or destroyed for any cause whatsoever and cannot be repaired or rebuilt within six months of the date of the occurrence of such damage or destruction,

then the rights hereby granted to the owners of the destroyed lands and premises shall be terminated and of no further force and effect.

II. USE OF CYPRESS FACILITIES BY ASHFORD OWNERS

- 8. The Cypress Owners, as registered owners in common of the Cypress Common Property hereby grant unto the Ashford Owners the Woodridge Owners and the Cypress D Owners (hereinafter collectively called the "Cypress Grantees") the full, free and uninterrupted right, liberty and easement to enter, go, pass and repass within, upon and along those portions the Cypress Common Property shown in heavy outline on the explanatory plan filed at the New Westminster Land Title Office as Explanatory Plan Number 69417 (which area is herein called the "Cypress Easement Area"), for the purpose of using the Cypress Facilities in common with all other persons entitled to the use thereof and subject to the terms of this Agreement.
- 9. The term of the easement hereby granted to the Cypress Grantees shall commence on the 26th day of January, 1988 and shall continue as long as the parties hereto (or their permitted assigns, as the case may be), continue to legally subsist subject to the terms and conditions of this Agreement.

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10. In order to exercise the rights hereby granted to each Ashford Owner, such Ashford Owner must comply with all reasonable rules and regulations established by the Strata Committee from time to time for the use of the Cypress Facilities and must pay, on a monthly basis, a reasonable fee (herein called the "Cypress Use Fee") to the property manager appointed by the Cypress Owners from time to time. The Cypress Use Fee shall be calculated and determined from time to time based upon the actual operating costs of the Cypress Facilities, with the aggregate of such costs being divided by the total number of strata lots in Strata Plan NW1868, Strata Plan NW1942, Strata Plan NW2050 and Strata Plan NW2090. The Cypress Owners, and adjusted from time to time to reflect variations in the operating costs of the Cypress Facilities.
11. The Cypress Owners, through the Strata Council appointed by the Cypress Owners or through any property manager appointed by the Cypress Owners from time to time, may refuse admission to or the use of the Cypress Facilities by any Cypress Grantee Owner, or his tenant, strata lot occupier of his family or guest by reason of:
 - (a) any infraction by such Owner of the rules and regulations established from time to time by the Cypress Owners for the use of the Cypress Facilities; or
 - (b) nonpayment of the Cypress Fee by such Owner.
12. The Cypress Owners shall be responsible, at their cost, to equip and maintain the Cypress Facilities and to make repairs and replacements from time to time, provided always that no Ashford Owner shall have the right to require the repair or rebuilding of the Cypress Facilities in the event of the destruction of Strata Corporation NW2050 pursuant to the provisions of the Act.

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13. It is mutually understood, agreed and declared by and between the parties hereto that this Agreement shall be construed as running with the lands and shall comprise a burden only upon the Cypress Common Property and the Cypress Easement Area. The benefit of such easement shall be appurtenant to every strata lot within Strata Plan NW1868, NW2090 and NW1942.

so lots will last until:

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14. In the event that:

- (a) Cypress Point and/or the Cypress Facilities are substantially damaged or destroyed for any cause whatsoever and Cypress Point and/or the Cypress Facilities cannot be repaired or rebuilt within six months of the date of the occurrence of such damage or destruction; or
- (b) Ashford Place, Woodridge or Cypress D is substantially damaged or destroyed for any cause whatsoever and is not capable of being repaired or rebuilt within six months of the date of the occurrence of such damage or destruction;

then the rights hereby granted to the owner of the destroyed lands and premises shall be terminated and of no further force and effect.

15. The Woodridge Owners, the Ashford Owners, and Cypress Owners and the Cypress D Owners hereby covenant and agree that the rules and regulations for the use and operation of the Woodridge Facilities and the Cypress Facilities shall be determined by a Strata Committee (the "Strata Committee"), which committee shall consist of one representative from each Strata Corporation. Each representative shall be appointed by a Strata Corporation and shall remain as the representative until a replacement representative has been designated by that Strata Corporation.

The Strata Committee shall establish such procedures for the holding and conduct of regular and special meetings and the conduct of its business as it shall deem appropriate, provided that:

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- (a) a quorum for a meeting shall consist of the representatives of at least three (3) of the Strata Corporations;
- (b) all decisions of the committee shall be determined by a majority rule of the representatives present and voting.

The Woodridge Owners, the Ashford Owners, the Cypress Owners and the Cypress D Owner have agreed to enter into an management agreement for the management and administration of the Woodridge Facilities and the Cypress Facilities.

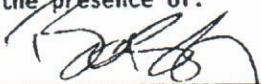
16. Notwithstanding anything contained in this Agreement, neither the Woodridge Owners, the Ashford Owners, the Cypress Owners or the Cypress D Owners, nor any future owner of any strata lot within Strata Plan NW1942, Strata Plan NW1868, Strata Plan NW2050 or Strata Plan NW2090 shall be personally liable under any of the covenants and agreements contained herein after it or he has no interest in any strata lot within Strata Plan NW1942, Strata Plan NW1868, Strata Plan NW2050 or Strata Plan NW2090, as the case may be.
17. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so required. For the purposes of this Agreement, references to any Ashford Owner, Woodridge Owner, Cypress Owner or Cypress D Owner shall be construed to include a reference to any such Owner's respective tenants or occupiers from time to time of his respective strata lot and his family and guests, or any one or more of them.
18. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
19. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, successors and assigns, as the case may be.

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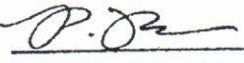
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under seal as of the day and year first above written.

The Common Seal of THE)
OWNERS, STRATA PLAN NW1942)
was hereunto affixed)
in the presence of:)
)

Authorized Signatory)

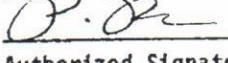
)

Authorized Signatory)

C/S

The Common Seal of THE)
OWNERS, STRATA PLAN NW1868)
was hereunto affixed)
in the presence of:)
)

Authorized Signatory)

)

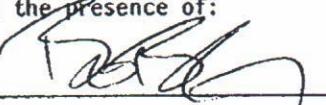
Authorized Signatory)

C/S

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The Common Seal of THE)
OWNERS, STRATA PLAN NW2050)
was hereunto affixed)
in the presence of:)


Authorized Signatory)

C/S

The Common Seal of THE)
OWNERS, STRATA PLAN NW2090)
was hereunto affixed)
in the presence of:)


Authorized Signatory)

Authorized Signatory)

C/S

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LAND TITLE ACT

FORM 6

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 5 day of APRIL, 1988, at Vancouver, in British Columbia, Robert Watt Garnett, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of THE OWNERS, STRATA PLAN NW1942 and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, this 5 day of APRIL, 1988.



Brian McLean
A Commissioner for Taking
Affidavits for British Columbia

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LAND TITLE ACT

FORM 6

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 5 day of APRIL, 1988, at Vancouver, in British Columbia, Robert Watt Garnett, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of THE OWNERS, STRATA PLAN NW1868 and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, this 5 day of APRIL, 1988.



A Commissioner for Taking
Affidavits for British Columbia

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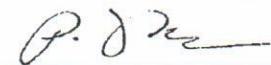
FORM 6

CERTIFICATE OF STRATA CORPORATION

(Sections 12(4), 13(4), 34(7))

The Owners, Strata Plan No. NW1942 (a strata corporation) hereby certifies that the owners of the strata lots in the said strata plan by special resolution, duly passed, directed this strata corporation to execute the instrument, a true copy of which is annexed hereto, and that all persons other than the owners having registered interests in the land within the said strata plan and all other persons having interests (other than statutory interests) which have been notified to this strata corporation have consented in writing to the execution of the said instrument.

The Common Seal of the Owners, Strata Plan No. NW1942 was hereunto affixed on the 14 day of March 19 in the presence of:

Members of the Council

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FORM 6

CERTIFICATE OF STRATA CORPORATION

(Sections 12(4), 13(4), 34(7))

The Owners, Strata Plan No. NW1868 (a strata corporation) hereby certifies that the owners of the strata lots in the said strata plan by special resolution, duly passed, directed this strata corporation to execute the instrument, a true copy of which is annexed hereto, and that all persons other than the owners having registered interests in the land within the said strata plan and all other persons having interests (other than statutory interests) which have been notified to this strata corporation have consented in writing to the execution of the said instrument.

The Common Seal of the Owners, Strata Plan No. NW1868 was hereunto affixed on the 14 day of March 19 in the presence of:



Members of the Council

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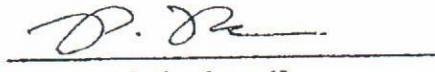
FORM 6

CERTIFICATE OF STRATA CORPORATION

(Sections 12(4), 13(4), 34(7))

The Owners, Strata Plan No. NW2050 (a strata corporation) hereby certifies that the owners of the strata lots in the said strata plan by special resolution, duly passed, directed this strata corporation to execute the instrument, a true copy of which is annexed hereto, and that all persons other than the owners having registered interests in the land within the said strata plan and all other persons having interests (other than statutory interests) which have been notified to this strata corporation have consented in writing to the execution of the said instrument.

The Common Seal of the Owners, Strata Plan No. NW2050 was hereunto affixed on the 14 day of March 1988 in the presence of:



Members of the Council

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LAND TITLE ACT

FORM 6

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 5 day of APRIL, 1988, at Vancouver, in British Columbia, Robert Watt Garnett, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of THE OWNERS, STRATA PLAN NW2050 and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, this 5 day of APRIL, 1988.

Brian McLean
A Commissioner for Taking
Affidavits for British Columbia

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LAND TITLE ACT

FORM 6

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 5 day of APRIL, 1988, at Vancouver, in British Columbia, Robert Watt Garnett, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of THE OWNERS, STRATA PLAN NW2090 and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, this 5 day of APRIL, 1988.

B. McLean
A Commissioner for Taking
Affidavits for British Columbia

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FORM 6

CERTIFICATE OF STRATA CORPORATION

(Sections 12(4), 13(4), 34(7))

The Owners, Strata Plan No. NW2090 (a strata corporation) hereby certifies that the owners of the strata lots in the said strata plan by special resolution, duly passed, directed this strata corporation to execute the instrument, a true copy of which is annexed hereto, and that all persons other than the owners having registered interests in the land within the said strata plan and all other persons having interests (other than statutory interests) which have been notified to this strata corporation have consented in writing to the execution of the said instrument.

The Common Seal of the Owners, Strata Plan No. NW2090 was hereunto affixed on the 14 day of March 1988 in the presence of:



Members of the Council

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DATED: _____, 1988

BETWEEN:

THE OWNERS STRATA PLAN NW1942

AND:

THE OWNERS STRATA PLAN NW1868

AND:

THE OWNERS STRATA PLAN NW2050

AND:

THE OWNERS STRATA PLAN NW2090

EASEMENT AND

SHARED USE AGREEMENT
