

# THE BURROWS

## DISCLOSURE STATEMENT

Date: June 30, 2016

Developer: ADALARD HOLDINGS LTD.  
PO Box 1166, Kamloops, BC V2C 6H3

Address for Service: c/o Registered and Records Office  
200 - 121 St. Paul Street, Kamloops, BC V2C 3K8

Real Estate Agent: ROYAL LePAGE WESTWIN REALTY  
800 Seymour Street, Kamloops, BC V2C 2H5

### DISCLAIMER

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

### PRE-SALE OF UNITS

THIS DISCLOSURE STATEMENT RELATES TO A DEVELOPMENT PROPERTY THAT IS NOT YET COMPLETED. PLEASE REFER TO SECTION 7.2 FOR INFORMATION ON THE PURCHASE AGREEMENT. THAT INFORMATION HAS BEEN DRAWN TO THE ATTENTION OF [NAME OF PURCHASER]: \_\_\_\_\_, WHO HAS CONFIRMED THAT FACT BY INITIALLING IN THE SPACE PROVIDED HERE:

\_\_\_\_\_  
Initial(s) of  
Purchaser(s)

THIS IS A PHASE DISCLOSURE STATEMENT FILED PURSUANT TO THE  
*REAL ESTATE DEVELOPMENT MARKETING ACT*.

The Right of Rescission information set out below, in relation to section 21 of the *Real Estate Development Marketing Act*, applies **ONLY** to new purchasers who have not previously received a disclosure statement in respect of this development property. purchasers who have previously received a prospectus or disclosure statement in respect of this development property accrued a right to rescind at that time and, pursuant to section 21(1)(b) of the *Real Estate Development Marketing Act*, do **NOT** have a further right to rescind. This notice does not affect any rights a purchaser may have under the purchaser's purchase agreement or at common law.

#### **RIGHT OF RESCISSION**

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

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

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

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

**REAL ESTATE DEVELOPMENT MARKETING ACT  
AMENDED POLICY STATEMENT 5  
EARLY MARKETING - DEVELOPMENT APPROVAL**

**Effective October 1, 2014**

**1. Interpretation**

In this Policy Statement:

- a. "Act" means the *Real Estate Development Marketing Act*;
  - b. "building permit" includes one of multiple or staged building permits issued by an approving authority, where required, provided that each of the further required building permits to complete construction of the development property is promptly applied for, and promptly paid for; and
  - c. unless the context otherwise requires, other words and expressions have the meanings given to them in the Act.
- 2.** Under Part 2, Division 2 of the Act, a developer must not market a development unit unless in relation to the development units the developer has met certain preliminary requirements or approvals. The form of preliminary requirement or approval required depends on the type of development unit being marketed. For example, section 5 of the Act provides that a developer must not market a strata lot unless, in relation to the strata lot, a strata plan has been deposited in a land title office or the appropriate municipal or other government authority has issued a building permit. Developers offering other types of development units should review Part 2, Division 2 of the Act to determine what form of preliminary requirement or approval applies to the type of development unit they intend to market.
- 3.** Under section 10 of the Act, a developer may market a development unit before meeting the preliminary requirements or approvals set out in Part 2, Division 2 of the Act, if the developer has obtained both:
- a. approval in principle to construct or otherwise create the development unit from the appropriate municipal or other government authority; and
  - b. the superintendent's permission to begin marketing.
- 4.** This Policy Statement sets out the circumstances, including the applicable terms and conditions, in which the superintendent's permission to begin marketing is deemed to be granted.
- 5.** The superintendent considers the issuance of a development permit, or written confirmation from the appropriate municipal or other government authority that a development permit will be issued if certain conditions within the control of the developer are met, to be satisfactory evidence that the creation of the proposed development units has been approved in principle. Not all development units are subject to a development permit process, either due to the type of development unit or the type of development approval process used by the relevant municipal or other government authority, or both. In circumstances where a development permit process does not apply, the superintendent considers a developer to have

obtained approval in principle to construct or otherwise create the development units from the appropriate municipal or other government authority, if the authority has confirmed to the developer that based upon the drawings and other documents submitted by the developer to the authority, the proposed development units conform with the applicable zoning and development bylaws and official community plan.

6. If the developer has obtained approval in principle, as described in paragraph 5 of this Policy Statement, to construct or otherwise create the development units from the appropriate municipal or other government authority, the superintendent will permit a developer to begin marketing on complying with the following terms and conditions:
  - a. The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
  - b. The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:
    - i. prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
    - ii. upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development;

- c. Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:
  - i. The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- ii. If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
    - iii. The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
    - iv. All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;
  - d. The disclosure statement includes, as an exhibit, a copy of the developer's purchase agreement used under this Policy Statement; and
  - e. Provisions (a), (b) and (c) above, must be set out in **bold print** in the disclosure statement immediately after the statutory right of rescission.
7. If a developer proposes to market a development unit that requires the developer to obtain a form of approval other than a building permit from the appropriate municipal or other government authority, the developer may market the development unit if the developer has obtained approval in principle, as described in paragraph 5 of this Policy Statement, and the developer complies with the terms and conditions set out in paragraph 6 of this Policy Statement. In this case, the developer must modify the terms and conditions set out in paragraph 6 by deleting the references to building permit and substituting preliminary layout approval or development approval, as applicable to the type of development unit under Part 2, Division 2 of the Act.

**REAL ESTATE DEVELOPMENT MARKETING ACT**  
**POLICY STATEMENT 2**  
**REQUIREMENTS FOR DEVELOPMENT PROPERTY**  
**CONSISTING OF FIVE OR MORE BARE LAND STRATA LOTS**

Effective October 1, 2014

1. Interpretation

In this Policy Statement:

- (a) "Act" means the *Real Estate Development Marketing Act*;
- (b) "common asset", "common facility", "common property", "limited common property", "phased strata plan", "strata corporation" and "unit entitlement" have the meanings given to them in the *Strata Property Act*; and
- (c) unless the context otherwise requires, other words and expressions have the meanings given to them in the Act.

2. Disclosure Statement Filing and Distribution

Unless exempted by the regulations, section 14 of the Act requires developers to file a disclosure statement with the superintendent before marketing a development unit in development property. The disclosure statement must:

- (a) be in the form and include the content required by the superintendent;
- (b) without misrepresentation, plainly disclose all material facts;
- (c) set out the substance of a purchaser's rescission rights; and
- (d) be signed as required by the regulations.

The form and content required by the superintendent for disclosure statements filed in relation to development property consisting of five or more bare land strata lots are set out in this Policy Statement. The onus is strictly on the developer to disclose plainly all material facts, including a fact or proposal that could reasonably be expected to affect the value, price, or use of the development property or a development unit.

Developers may market a development unit immediately after filing a disclosure statement that is prepared in accordance with section 14(2) of the Act. However, before entering into a purchase agreement, the developer must provide a copy of the disclosure statement to the purchaser, give the purchaser a reasonable opportunity to read the disclosure statement and obtain a written statement from the purchaser acknowledging that the purchaser had an opportunity to read it.

In accordance with section 15(3) of the Act, and the *Electronic Transactions Act*, a developer may provide a copy of a disclosure statement by electronic means but only with the written consent of the purchaser.

**REAL ESTATE DEVELOPMENT MARKETING ACT**  
**AMENDED POLICY STATEMENT 6**  
**ADEQUATE ARRANGEMENTS - UTILITIES AND SERVICES**

Effective January 30, 2008

1. Interpretation

In this Policy Statement:

- a. "Act" means the *Real Estate Development Marketing Act*;
- b. "satisfactory financing commitment" means
  - i. a commitment of funds from a lender that is not conditional on the developer entering into a certain number of purchase agreements with purchasers,
  - ii. a conditional financing commitment, the conditions of which have been satisfied,
  - iii. the availability of the developer's own funds, or
  - iv. a combination of (i), (ii) or (iii)that is sufficient to finance the construction and completion of the development property including the installation of all utilities and other services associated with the development units; and
- c. unless the context otherwise requires, other words and expressions have the meanings given to them in the Act.

- 2. Under section 12 of the Act, a developer must not market a development unit unless the developer has made adequate arrangements to ensure payment of the cost of utilities and other services associated with the development unit.
- 3. This policy statement sets out circumstances in which arrangements made under section 12(2)(c) are deemed adequate for the purpose of payment of the cost of installing utilities and other services. If the developer is marketing development units that consist of cooperative interests, time share interests, shared interests in land or leasehold units, further arrangements may be necessary in relation to ensuring payment of the developer's portion of ongoing utility and servicing costs.
- 4. If the developer has obtained a satisfactory financing commitment, the developer is deemed to have made adequate arrangements for the purpose of installing utilities and services associated with the development units. In this case, no further terms and conditions are applicable to the marketing of the development units.
- 5. If the developer has not obtained a satisfactory financing commitment, the developer may market the development units, but only on complying with the following terms and conditions:
  - a. The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;

- b. The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
  - i. prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
  - ii. upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- c. Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
  - i. If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
  - ii. The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
  - iii. All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;
- d. The disclosure statement includes, as an exhibit, a copy of the developer's purchase agreement used under this Policy Statement; and
- e. Provisions (a), (b) and (c) above, must be set out in **bold print** in the disclosure statement immediately after the statutory right of rescission.



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## 1. THE DEVELOPER

1.1 **ADALARD HOLDINGS LTD.** (the "Developer") is a company incorporated under the laws of the Province of British Columbia on the 14th day of April, 2014 under Inc. No. BC0999574.

1.2 The Developer was incorporated for the purpose of developing land in the City of Kamloops.

1.3 The registered and records office for the Developer is:

200 121 St. Paul Street, Kamloops, BC V2C 3K8

1.4 The directors of the Developer are as follows:

<u>Name</u>	<u>Address</u>
Michael Arnold Mitchell	925 Arlington Court Kamloops, BC V2B 8T5
Thomas Benjamin Calne	1111 Pine Street Kamloops, BC V2C 3A7
Christopher Thomas Gjernes	6918 Furrer Road Kamloops, BC V2C 4V9

There are no other directors of the Developer.

1.5 The officers of the Developer are as follows:

<u>Name</u>	<u>Address</u>	<u>Office Held</u>
Michael Arnold Mitchell	925 Arlington Court Kamloops, BC V2B 8T5	president
Thomas Benjamin Calne	1111 Pine Street Kamloops, BC V2C 3A7	secretary

There are no other officers of the Developer.

1.6 (a) The biographical information of the directors of the development is as follows:

- (i) Michael Arnold Mitchell is a licensed realtor and land developer. He has been a realtor for 30 years. Mr. Mitchell has personal experience in managing all types of subdivisions including residential subdivisions, phased strata subdivisions and multi-unit single phased developments;
- (ii) Thomas Benjamin Calne is a land developer and building contractor. He has been in the construction industry in Kamloops for over 20 years. Mr. Calne has personal

experience in managing all types of subdivisions including residential subdivisions, phased strata subdivisions and multi-unit single phased developments;

(iii) Christopher Thomas Gjernes is a land developer and building contractor. He has been in the construction industry in Kamloops for over 20 years. Mr. Gjernes has personal experience in managing all types of subdivisions including residential subdivisions, phased strata subdivisions and multi-unit single phased developments;

(b) neither the Developer, nor its directors and officers or principal holders or directors and officers of principal holders have, within the ten (10) years preceding the date of the Developer's Declaration attached to this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities or to lending moneys secured by a mortgage of land or to arranging, administering or dealing in mortgages of land, or to theft or fraud;

(c) neither the Developer nor its directors and officers or principal holders or directors and officers of principal holders have, within the last five (5) years declared bankruptcy, made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver or receiver-manager or trustee appointed to hold assets of that person;

(d) neither the Developer nor its directors and officers or principal holders or directors and officers of principal holders have, within the five years prior to the date of the Developer's declaration attached to the disclosure statement, been a director, officer or principal holder of any other Developer that, while that person was acting in that capacity, that other Developer:

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

(ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold its assets.

- 1.7 **Conflict of Interest:** Neither the Developer nor its managers, directors and officers or principal holders or directors and officers of principal holders have any existing or potential conflicts of interest among them or with any other persons or entities in connection with the development which could reasonably be expected to affect a purchaser's purchase decision.

## 2. GENERAL DESCRIPTION

### 2.1 General Description of the Development:

The Developer intends to develop a 3 phase bare land strata development located at 8800 Dallas Drive in the City of Kamloops, BC, to be known as:

#### THE BURROWS

(the "Development").

It is expected that the Development will consist of 92 residential strata lots (each a "Strata Lot") configured in the manner set out sketch plan attached as Exhibit 2.1A.

All improvements on Strata Lots will be constructed by the Developer and will consist of wood framed single family stand alone or duplex style structures constructed in one of the home design drawings attached as Exhibit 2.1B hereto.

*Actual Strata Lots are subject to changes or alterations as may be determined by the Developer without notice.*

*Actual square footage and layout of Strata Lots and improvements thereon as constructed by the Developer are subject to changes or alterations as may be determined by the Developer without notice.*

Each Strata Lot owner will also own a proportionate share in the common property of the Strata Corporation (as defined below).

Each Strata Lot will be created by deposit of a bare land strata plan (the "Strata Plan") in the Kamloops Land Title Office in accordance with the provisions of the *Strata Property Act* of British Columbia. The fee simple ownership of each Strata Lot will be owned individually by persons to whom the Developer will sell. The Developer will register all Strata Lots on a single Strata Plan.

Upon deposit of the Strata Plan in the Kamloops Land Title Office a strata corporation (the "Strata Corporation") will be created in accordance with the *Strata Property Act*. All owners of Strata Lots will be part of the Strata Corporation.

The Developer may apply to amend the Strata Plan subject to the provisions of the *Strata Property Act*.

The Developer may retain ownership of some of the Strata Lots.

- 2.2 **Permitted Use:** The Development Property (as defined in section 4.1) is located within the City of Kamloops and is zoned RC-1 (Comprehensive Residential).

This Development will be a residential development only. Strata Lots may not be used for commercial or other purposes not ancillary to residential purposes.

If required, further information and details regarding applicable zoning requirements and permissible uses can be obtained from the City of Kamloops, Development Services, 105 Seymour Street, Kamloops, BC, V2C 2C6, Telephone: 250-828-3511.

- 2.3 **Building Construction:** The Developer will construct all improvements on Strata Lots. Construction will conform to Development Permit DPM00506 issued by the City of Kamloops, a copy of which is attached hereto as Exhibit 2.3.

Sales to purchasers will consist of a fully constructed single family stand-alone or duplex style dwelling.

**Building Permits:** Building permits for the Development have not been issued by the City of Kamloops as of the date of this Disclosure Statement. The Developer will file an amendment or amendments to this Disclosure Statement once a permit or permits have been issued by the City of Kamloops.

**Building Scheme:** No building scheme will be registered against the Strata Lots.

- 2.4 **Phasing:** The Developer intends to develop the Development in 3 phases. The proposed number of Strata Lots to be created in each phase is as follows:

<u>Phase</u>	<u>Number of Strata Lots in Phase</u>
1	36
2	27
3	29
Total:	92

The Developer will deposit security with the City of Kamloops as required by the approving officer as a condition of approval for common facilities and landscaping.

An approved Form P - Phasing Declaration, pursuant to the *Strata Property Act*, is required for each Strata Plan. A Form P - Phasing Declaration, will be approved by the City of Kamloops when approval of the first phase strata plan is granted. The approved Form P will then be filed concurrently at the

Land Title Office with the Strata Plan. A copy of the proposed Form P - Phasing Declaration is attached as Exhibit 2.4.

**At this time the Developer is marketing Strata Lots in Phase 1 (Strata Lots 1 - 36).** The Developer intends to file amendments to this Disclosure Statement in respect of the marketing of Phases 2 and 3.

**The Developer is entitled to and reserves the right to re-configure the number of Strata Lots in each phase and the order of phasing.**

### 3. STRATA INFORMATION

- 3.1 **Unit Entitlement:** The unit entitlement of each Strata Lot is a figure indicating its share in the common property, common facilities and the assets of the Strata Corporation, by which its contribution to the expenses of the common property is determined.

In accordance with the *Strata Property Act* unit entitlement in a bare land strata is the same for all strata lots.

A copy of the proposed Form V - Unit Entitlement that the Developer proposes to file with the Strata Plan is attached hereto as Exhibit 3.1.

- 3.2 **Voting Rights:** Each Strata Lot shall have one vote in the Strata Corporation.

- 3.3 **Common Property and Facilities:** The Developer anticipates that common property will consist of:

- internal roadways to service the Development
- visitor parking
- landscaped areas and a hardcourt facility
- storm water detention facility

The common property may be used by all Strata Lot owners as determined by the strata council and the owners pursuant to the provisions of the *Strata Property Act*.

- 3.4 **Limited Common Property:** Limited common property is an area within the common property that is designated for the exclusive use by one or more strata lot owners. The Strata Corporation may, by bylaw, make an owner responsible for the repair and maintenance of limited common property that the owner has a right to use.

Common property may also be designated as limited common property by a resolution passed by a 3/4 vote at an annual or special general meeting. The Strata Corporation is responsible for maintaining all common property, including limited common property. Pursuant to Bylaws 2 and 8 of the Standard Bylaws, an owner is responsible for maintaining and repairing limited common property which they use, except the following which the Strata Corporation shall repair and maintain:

- (a) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (b) the structure of a building;
- (c) the exterior of a building
- (d) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (e) doors, windows or skylights, on the exterior of a building or that front on the common property; and
- (f) fences, railings and similar structures that enclose patios, balconies and yards.

The Developer has no plans at this time to designate on the Strata Plan any areas of the Development as limited common property.

- 3.5 **Bylaws:** The bylaws for the Strata Corporation will be the Standard Bylaws which are attached to the *Strata Property Act* as a schedule, together with amendments which will be passed by the Developer immediately following registration of the Strata Plan and being in the form attached hereto as Exhibit 3.5 - Owner Developers' Notice of Different Bylaws. *Prospective purchasers should specifically note sections 3(4) to 3(8) of Exhibit 3.5 which pertain to pets.*
- 3.6 **Parking:** Parking will consist of driveways and garage areas located on Strata Lots as well as common area visitor parking. Parking on internal roadways will not be permitted.
- 3.7 **Budget:** In respect of their Strata Lot each Strata Lot owner will be responsible for the payment of:
- City of Kamloops property taxes
  - utilities, including hydro, gas, telephone, cable and garbage removal
  - building, contents and liability insurance

The Strata Corporation shall be responsible for the payment for those items which are set out in the proposed estimated operating budget attached hereto as Exhibit 3.7.

The estimated operating budget is for the first 12 months of operation after the conveyance of the first Strata Lot. **The estimated operating budget is based on the assumption that Phase 1 of the Development will be completed during the 12 month period following the date of conveyance of the first Strata Lot in that phase.**

The Developer will pay the actual expenses of the Strata Corporation up to and including the end of the month in which the first Strata Lot is conveyed to a purchaser.



**3.8 Utilities and Services:**

- (a) Water: City of Kamloops water system to be installed by the Developer
- (b) Electricity: BC Hydro to be installed by the Developer
- (c) Sewerage: City of Kamloops sewerage system to be installed by the Developer
- (d) Natural Gas: Fortis BC to be installed by the Developer
- (e) Fire Protection: City of Kamloops
- (f) Telephone: Service to be installed by the Developer
- (g) Access: City of Kamloops roadways via Dallas Drive. Access roads within the Development will be private road(s) constructed by the Developer and maintained by the Strata Corporation

All required in ground servicing and internal roadways of the Development will be completed prior to filing of the Strata Plan at the Land Title Office.

**3.9 Strata Management Contract:** The Developer intends to enter into a strata management contract in the form attached hereto as Exhibit 3.9 with **CML PROPERTIES**. The strata manager is not related to the Developer.

**3.10 Insurance:** The Development is a bare land strata. The Developer will place all risk and public liability insurance in respect of the Development while the Development is under construction and for that period of time until the Strata Corporation is created by the filing of the Strata Plan. Thereafter the Developer will cause the Strata Corporation to obtain:

- (a) insurance against liability for property damage and bodily injury in an amount not less than \$2 million; and
- (b) property insurance,

in respect of common property and assets.

Prospective purchasers are advised that in connection with the purchase of a Strata Lot they will need to arrange at closing (and their sole expense) insurance for building, contents and liability.

**3.11 Rental Disclosure Statement:** Section 139 of the *Strata Property Act* provides that a developer must disclose to any purchaser the developer's intention to lease strata lots. It is the intention of the Developer to sell all of the Strata Lots in the Development to purchasers for their own use. However, the Developer reserves the right to rent or lease Strata Lots for 30 years which are not sold. A rental disclosure statement is attached hereto as Exhibit 3.11.

**3.12 Furnishings and Equipment:** No furnishings or equipment will be provided with the sale of the Strata Lots.

#### 4. TITLE AND LEGAL MATTERS

- 4.1 **Legal Description:** The current legal descriptions of the lands comprising the Development are:

PID: 029-789-052  
Lot A District Lot 268 Kamloops Division Yale District  
Plan EPP55975

("Lot "A")

PID: 029-789-061  
Lot B District Lot 268 Kamloops Division Yale District  
Plan EPP55975

("Lot "B" and together with Lot "A" referred to as the "Development Property")

The legal description will change upon filing of the Strata Plan in the Kamloops Land Title Office.

- 4.2 **Ownership:** The Development Property is registered in the name of the **KAMORE INVESTMENTS LTD.** (the "Owner") in accordance with a purchase agreement between the Owner and the Developer.

The Developer's beneficial interest in the Development Property is secured by way of an Option to Purchase agreement registered in the Kamloops Land Title Office under no. CA5241484.

- 4.3 **Existing Encumbrances and Legal Notations:**

(a) Legal Notations:

- Development Permit No. DPM00259 registered in the Kamloops Land Title Office under No. LB338470
- Development Permit No. DPM00151 registered in the Kamloops Land Title Office under No. LB338471

(b) Encumbrances to remain on title after the sale of a Strata Lot:

- Easement W51749 (as to Lot B) in respect of City of Kamloops facilities accessed from the Development Property
- Statutory Right of Way W51750 in respect of City of Kamloops facilities accessed from the Development Property
- Easement W51754 (as to Lot B) in respect of City of Kamloops facilities accessed from the Development Property
- Statutory Right of Way X93465 (as to Lot B) in respect of natural gas facilities located on or about the Development Property

- Statutory Right of Way LA48787 in respect of City of Kamloops sewerage and other municipal utilities located on or about the Development Property
  - Statutory Right of Way LB543832 in respect of BC Hydro utilities located on or about the Development Property
  - Statutory Right of Way LB543833 in respect of TELUS communications utilities located on or about the Development Property
  - Covenant CA5045292 (as to Lot B) in favour of the City of Kamloops regarding density restrictions
  - Covenant CA5045294 in favour of the City of Kamloops regarding geotechnical investigations and requirements
  - Covenant CA5045296 (as to Lot B) in favour of the City of Kamloops as to development of the lands as phased strata development in conjunction with Lot A
  - Covenant CA5045298 in favour of the City of Kamloops restricting further subdivision pending construction of a storm water detention facility
  - Covenant CA5045302 in favour of Her Majesty the Queen as represented by the Ministry of Transportation and Highways in respect of development of the storm water detention facility on the Development Property
  - Statutory Right of Way CA5045304 (as to Lot B) in favour of the City of Kamloops regarding turnaround areas for municipal vehicles
  - Easement CA5045306 (as to Lot A) in favour of Lot B as to installation and maintenance of utilities on Lot A
  - Easement CA5045308 (as to Lot B) in favour of Lot A as to installation and maintenance of utilities on Lot B
  - Easement CA5045310 (as to Lot A) in favour of Lot B as to access rights over Lot A
  - Easement CA5045312 (as to Lot B) in favour of Lot A as to access rights over Lot B
  - Easement CA5045314 (as to Lot B) in favour of Lot A as to installation and maintenance of certain storm water utilities
- (c) Encumbrances to be discharged by the Developer against title to a Strata Lot at or before closing:

- Mortgage CA928969 (as extended) and Assignment of Rents CA92870 (as extended) in favour of **FIRST WEST CREDIT UNION** (the "Lender")
- Option to Purchase Agreement CA5241484 in favour of the Developer

Copies of all registered encumbrances may be obtained from the Kamloops Land Title Office or the Developer. **It is recommended that prospective purchasers independently review and consider these documents.**

**4.4 Proposed Encumbrances and Legal Notations:** The Developer will register (or cause the registration of) before or concurrently with the Strata Plan:

(a) Proposed Legal Notations:

- (i) Notice of City of Kamloops Development Permit DPM00506, a copy of which is attached hereto as Exhibit 2.3

(b) Proposed Encumbrances:

- (i) a covenant in favour of the City of Kamloops limiting density in respect of phases 2 and 3;
- (ii) a soils covenant in favour of the City of Kamloops in respect of geotechnical matters
- (iii) easements in respect of utilities and works servicing the Development Property
- (iv) a covenant in favour of the City of Kamloops in respect of the construction and maintenance of the Storm Water Detention Facility
- (v) a statutory right of way agreement in favour of the City of Kamloops to accommodate service and emergency vehicle turnaround movements
- (vi) a statutory right of way agreement in favour of the BC Hydro with respect to Hydro facilities
- (vii) party wall agreements in respect of duplex units
- (viii) such further rights of way, easements, or covenants as may be required by the City of Kamloops, utility service providers and others.

**4.5 Outstanding or Contingent Litigation or Liabilities:** There are no outstanding or contingent litigation or liabilities in respect of the Development Property or against the Developer that may affect the Strata Corporation or purchasers.

**4.6 Environmental Matters:** The Developer is aware of:

- (a) drainage overflow hazards with respect to the Development Property; and
- (b) collapsible soil hazards in respect of certain Strata Lots located within phase 2,

all of which the Developer will fully mitigate in accordance with arrangements with the City of Kamloops.

## 5. CONSTRUCTION AND WARRANTIES

- 5.1 **Construction Dates:** The estimated dates for commencement and completion of construction of all phases is as follows:

<u>Estimated Commencement Date of Construction</u>	<u>Phase</u>	<u>Estimated Completion Date of Construction</u>
August 1, 2016 to November 1, 2016	1	August 1, 2019 to November 1, 2019
August 1, 2019 to November 1, 2019	2	August 1, 2021 to November 1, 2021
August 1, 2021 to November 1, 2021	3	February 1, 2024 to May 1, 2024

- 5.2 **Warranties:** Improved Strata Lots sold to purchasers will be registered for home warranty coverage pursuant to the *Homeowner Protection* Act of British Columbia. The home warranty coverage is commonly described as "2/5/10".

Any manufacturer's warranty in respect of included appliances will be passed on to the purchaser if and to the extent permitted by such warranty. The Developer is not responsible for any repairs or warranty issues relating to appliances after the date of sale of a Strata Lot to a purchaser.

- 5.3 **Previously Occupied Building:** Not applicable.

## 6. APPROVALS AND FINANCES

- 6.1 **Development Approval:** The Developer has obtained approval for the Development from the City of Kamloops as evidenced by the issuance of Development Permit No. DPM00506 attached as Exhibit 2.3 hereto.

- 6.2 **Construction Financing:** The Developer has secured from the Lender:

- (a) development financing in respect of Phase 1; and
- (b) construction financing for up to 6 Strata Lots at any one time in respect of Phase 1.

## 7. MISCELLANEOUS

7.1 **Deposits:** Deposit monies received from a purchaser shall be held in trust in the manner required by the *Real Estate Development Marketing Act* until the Strata Plan is deposited in the Kamloops Land Title Office, the Strata Lot purchased is capable of being occupied and an instrument evidencing the interest of the purchaser in the Strata Lot has been registered in the Kamloops Land Title Office.

### 7.2 Purchase Agreement:

- (a) Attached as Exhibit 7.2(a) is a copy of the Standard BC Real Estate Association and Canadian Bar Association (BC Branch) Contract of Purchase and Sale (the "Purchase Contract") which will be used for purchases of Strata Lots.
- (b) Attached as Exhibit 7.2(b) is a copy of an Addendum to the Purchase Contract (the "Addendum") which will be used for purchases of Strata Lots and:
  - (i) **Section 1 of the Addendum sets out the purchaser's right to terminate the Contract;**
  - (ii) **Section 2 of the Addendum provides that no assignment of the Purchase Contract will be permitted; and**
  - (iii) **Section 3 of the Addendum provides for an extension of time for completing the purchase transaction.**

Deposits shall be placed in such interest bearing accounts at such interest rates as may be available from Canadian Chartered Banks and offered to law firms and/or realty companies for client's trust funds in the normal course of practice.

Interest on the deposit monies shall be the property of the Developer (as seller) and not adjusted or credited to the Purchaser at the time of completion.

7.3 **Developer's Commitments:** Any landscaping and/or road paving which is not completed at the time of conveyance of a Strata Lot will be secured by bonding with the City of Kamloops as a condition of final approval of the Strata Plan.

**7.4 Other Material Facts:**

- (a) **Occupancy:** Interim occupancy to occupy a Strata Lot only will be issued. The City of Kamloops will not issue final occupancy until all of the landscaping (which will include common areas) and the whole of the Development and/or the Development Permits have been completed by the Developer and the Development has been re-inspected by the City of Kamloops.
- (b) **Fire and Liability Insurance:** Please refer to section 3.10.

**DEEMED RELIANCE**

SECTION 22 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL FACT. THE DEVELOPER, ITS DIRECTORS AND ANY PERSON WHO HAS SIGNED OR AUTHORIZED THE FILING OF THIS DISCLOSURE STATEMENT ARE LIABLE TO COMPENSATE THE PURCHASER FOR ANY MISREPRESENTATION, SUBJECT TO ANY DEFENCES AVAILABLE UNDER SECTION 22 OF THE ACT.

**DECLARATION**

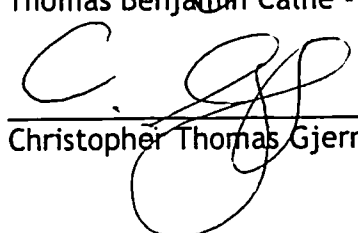
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 30 day of June, 2016.

**ADALARD HOLDINGS LTD.**  
by its authorized signatory:

  
\_\_\_\_\_  
Michael Arnold Mitchell - president

  
\_\_\_\_\_  
Michael Arnold Mitchell - director

  
\_\_\_\_\_  
Thomas Benjamin Calne - director

  
\_\_\_\_\_  
Christopher Thomas Gjernes - director







**COLOUR SCHEME "A"**

GARAGE / ENTRY DOOR - SANDSTONE

WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE):  
DRIFTWOOD

SIDING:  
NAVAJO BEIGE

CONCRETE

ACCENT:  
COUNTRYLANE RED

WINDOWS

TRIM/GABLES:  
WOODSTOCK BROWN**COLOUR SCHEME "C"**

GARAGE / ENTRY DOOR - SANDSTONE

WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE):  
DRIFTWOOD

SIDING:  
MONTEREY TAUPE

CONCRETE

ACCENT:  
IRON GRAY

WINDOWS

TRIM/GABLES:  
ARCTIC WHITE

WOOD (PAINT)

**COLOUR SCHEME "B"**

GARAGE / ENTRY DOOR - SANDSTONE

WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE):  
DRIFTWOOD

SIDING:  
COBBLE STONE

CONCRETE

ACCENT:  
TIMBER BARK

WINDOWS

TRIM/GABLES:  
HEATHERED MOSS

WOOD (PAINT)

**COLOUR SCHEME "D"**

GARAGE / ENTRY DOOR - SANDSTONE

WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE):  
DRIFTWOOD

SIDING:  
KHAKI BROWN

CONCRETE

ACCENT:  
MOUNTAIN SAGE

WINDOWS

TRIM/GABLES:  
ARCTIC WHITE

WOOD (PAINT)

**BUILDING TYPE:**

- LEVEL ENTRY SINGLE FAMILY
- LEVEL ENTRY DUPLEX
- BASEMENT ENTRY SINGLE FAMILY
- BASEMENT ENTRY DUPLEX

**BUILDING STYLE:**

- STYLE 1 TO BE GABLE ROOF WITH SHINGLES AND BOARD AND BATTEN
- STYLE 2 TO BE GABLE ROOF WITH BOARD AND BATTEN ONLY
- STYLE 3 TO HAVE HIP ROOFS
- SOME TO HAVE DECORATIVE TIMBER TRELLIS FEATURE OTHERS GABLE OR SHED ROOF ENTRY
- ANY BUILDING TYPE OR STYLE CAN HAVE ANY ONE OF THE 4 COLOUR SCHEMES (A, B, C, OR D)

<b>WESTEDGE</b> ENGINEERING LTD. Suite 202, 418 Victoria Street Kamloops, BC V2C 2K5 Phone: 250-374-2825 Fax: 250-374-7022 Website: www.westedge.ca		COPYRIGHT RESERVED The Plans and Design are the exclusive property of West Edge Engineering Ltd. and cannot be used or reproduced without the written consent of West Edge Engineering Ltd. This office must be notified of any violations from the information illustrated on these drawings. <b>CONTRACTOR OBLIGATION</b> This drawing is a portion of a complete project and shall be used in conjunction with all other drawings, specifications and tender documents related to the project, regardless of origin.		SEAL APPROVED BY: _____ DATE: AUG / 2014 DESIGN BY: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: AS NOTED		ADALARD HOLDINGS LTD. 1166 8TH MAIN KAMLOOPS, BC V2C 8H0 82 UNIT HOUSING DEVELOPMENT CAMPBELL CREEK - PHASE 5	
COLOUR SCHEMES BUILDING TYPE/STYLE SHEET		302.1		14-131 - COLOUR SCHEMES (mg)		REV A	
PROJECT NO: A 137509114		DEVELOPMENT PERMIT		DO		BT	
TV		DATE		DESCRIPTION		DO NOT SCALE DRAWING	



[illegible]

**RIGHT ELEVATION**

STANDARD FORM NO.



**WILSON EDGE**  
DESIGN/ARCHITECT

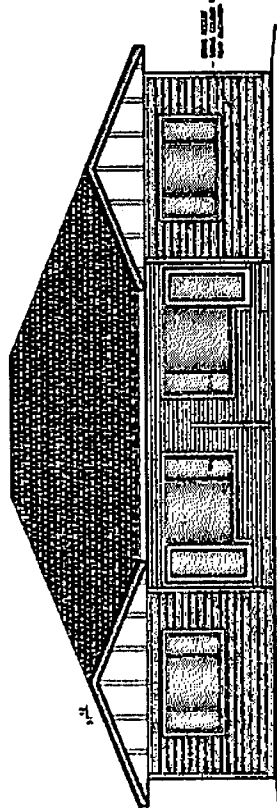
1000 311, 100 311, 100 311  
1000 311, 100 311, 100 311  
1000 311, 100 311, 100 311  
1000 311, 100 311, 100 311

**CONTRACTOR'S OBLIGATION**  
The design of this project is intended to be a guide only. The contractor is responsible for the construction of the project. The contractor is responsible for the construction of the project. The contractor is responsible for the construction of the project.

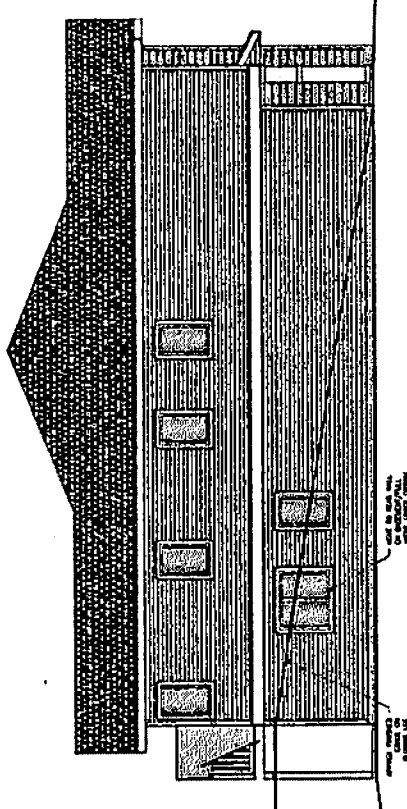


NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	FOUNDATION	1	SQ. FT.	100.00	100.00
2	FLOORING	1	SQ. FT.	200.00	200.00
3	CEILING	1	SQ. FT.	150.00	150.00
4	WALLS	1	SQ. FT.	300.00	300.00
5	ROOF	1	SQ. FT.	100.00	100.00
6	DOORS	1	EA.	50.00	50.00
7	WINDOWS	1	EA.	100.00	100.00
8	PAINT	1	SQ. FT.	100.00	100.00
9	LANDSCAPE	1	SQ. FT.	100.00	100.00
10	TOTAL				1000.00

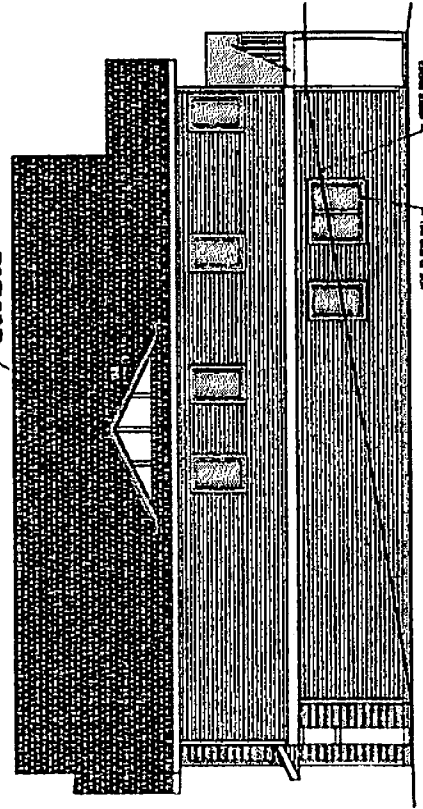
**BASEMENT ENTRY DUPLEX**  
ELEVATIONS CONTD  
302.2



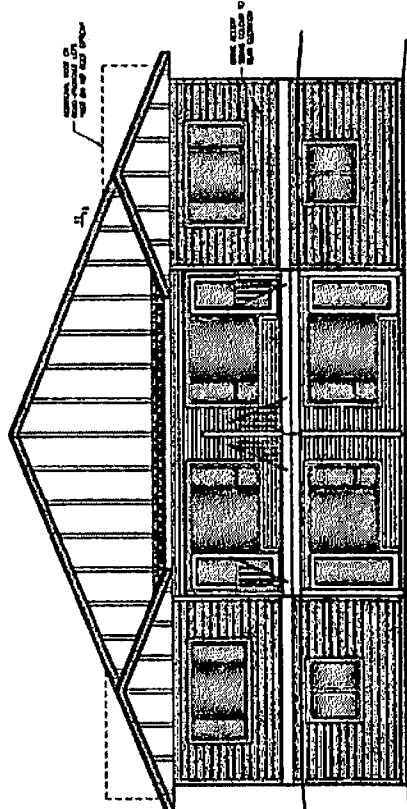
LEFT ELEVATION - HRP ROOF OPTION SLOPED SITE



LEFT ELEVATION - HRP ROOF OPTION

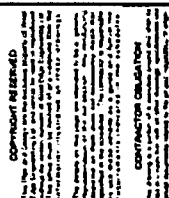


RIGHT ELEVATION



REAR ELEVATION - LEVEL SITE (WALK-OUT)

Scale: 1/4" = 1'-0"

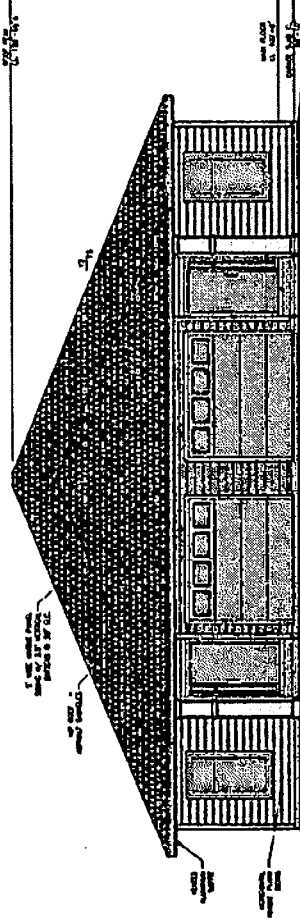
[illegible]

### LEVEL ENTRY SINGLE FAMILY ELEVATIONS

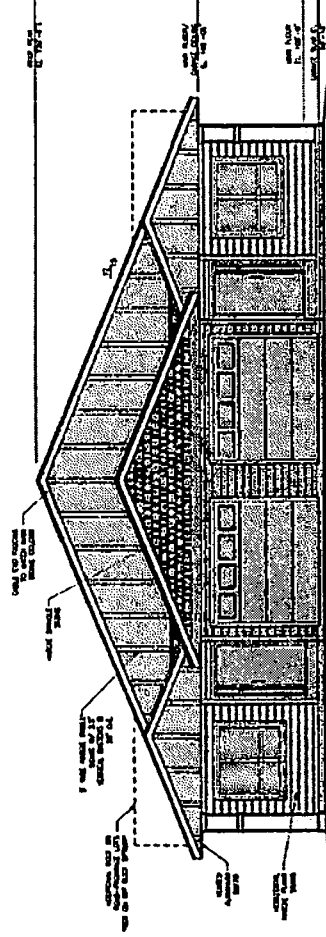
<p>1. Name</p> <p>2. Date</p>	<p>3. Grade</p>
-------------------------------	-----------------



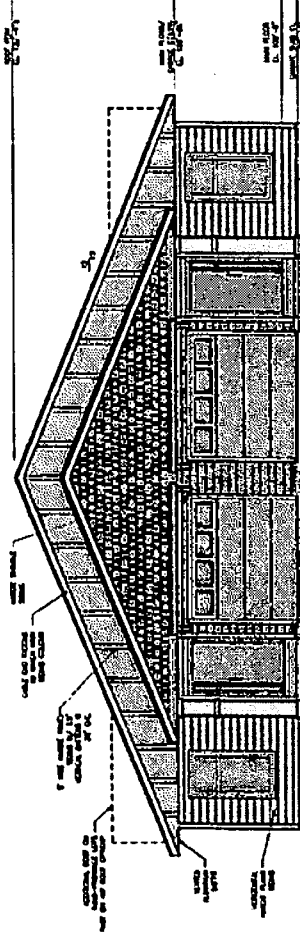
**GARAGE / ENTRY DOOR - SANDSTONE**  
**WINDOWS / OTHER EXTERIOR DOORS - WHITE**



**FRONT ELEVATION - BUILDING STYLE 3**



**FRONT ELEVATION - BUILDING STYLE 2**



**FRONT ELEVATION - BUILDING STYLE 1**

700000 10/4 1500 05

[illegible][illegible]

12 UNIT HOUSING DEVELOPMENT  
CAMDEN, NJ, VIL AND  
COUNTY OFFICIALS - PHASE 2

### LEVEL ENTRY DUPLEX ELEVATION OPTIONS

302.1

**F**

**FRANCIS & TAYLOR, Ltd.**

**LONDON**

**WESTEDGE**  
FURNITURE

1-20 223 212 9-20000 9-20000  
 9-20000 9-20000 9-20000 9-20000  
 9-20000 9-20000 9-20000 9-20000  
 9-20000 9-20000 9-20000 9-20000  
 9-20000 9-20000 9-20000 9-20000

**CONFIDENTIAL REF: 44-38861**

### CONTRACTOR OBLIGATION





**WESTEDGE**  
**DESIGN INC.**

Box 271, 441 Highway 100  
 Raleigh, NC 27617-0271  
 Tel: 919/271-7222  
 Fax: 919/271-7222  
 Website: www.westedgeinc.com

**CONTRACTOR'S NOTE**  
 This drawing is a preliminary design and is not to be used for construction. It is intended to provide a general idea of the proposed design and is not to be used for any other purpose. The design is subject to change without notice. The contractor is responsible for obtaining all necessary permits and for ensuring that the design meets all applicable codes and regulations. The contractor is also responsible for ensuring that the design is properly implemented and for maintaining accurate records of all construction activities.

**CONTRACTOR'S OBLIGATION**  
 The contractor is obligated to provide a complete and accurate set of construction documents that are sufficient to enable the owner to construct the project in accordance with the design. The contractor is also obligated to ensure that the construction is completed in a timely and efficient manner and that the project is delivered to the owner in a satisfactory condition.



1	ARCHITECT	WESTEDGE DESIGN INC.
2	ENGINEER	WESTEDGE DESIGN INC.
3	LANDSCAPE ARCHITECT	WESTEDGE DESIGN INC.
4	INTERIOR DESIGNER	WESTEDGE DESIGN INC.
5	PAINTER	WESTEDGE DESIGN INC.
6	ROOFER	WESTEDGE DESIGN INC.
7	PLUMBER	WESTEDGE DESIGN INC.
8	ELECTRICIAN	WESTEDGE DESIGN INC.
9	MECHANICAL	WESTEDGE DESIGN INC.
10	GENERAL CONTRACTOR	WESTEDGE DESIGN INC.

1	ARCHITECT	WESTEDGE DESIGN INC.
2	ENGINEER	WESTEDGE DESIGN INC.
3	LANDSCAPE ARCHITECT	WESTEDGE DESIGN INC.
4	INTERIOR DESIGNER	WESTEDGE DESIGN INC.
5	PAINTER	WESTEDGE DESIGN INC.
6	ROOFER	WESTEDGE DESIGN INC.
7	PLUMBER	WESTEDGE DESIGN INC.
8	ELECTRICIAN	WESTEDGE DESIGN INC.
9	MECHANICAL	WESTEDGE DESIGN INC.
10	GENERAL CONTRACTOR	WESTEDGE DESIGN INC.

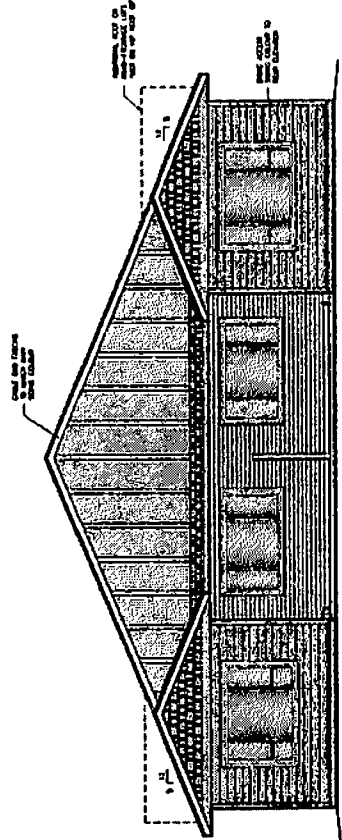
WESTEDGE HOLDINGS LTD  
 1000 17TH AVE NW  
 WASHINGTON, DC 20036  
 800-456-1234  
 CHARTERED CHARTER - PHASE 1

**LEVEL ENTRY DUPLEX**  
**ELEVATIONS CONTD**

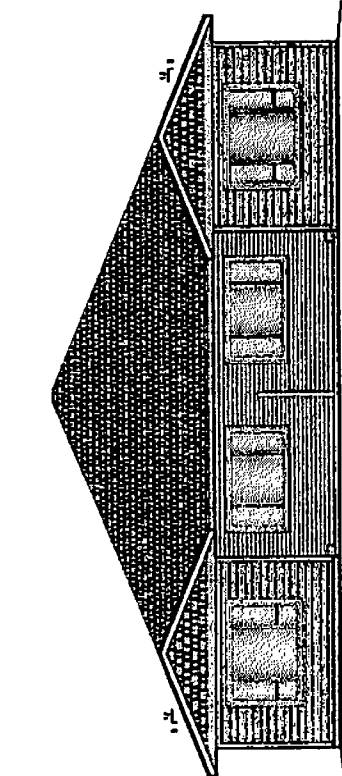
302.2

1/2" = 1'-0" UNLESS OTHERWISE NOTED

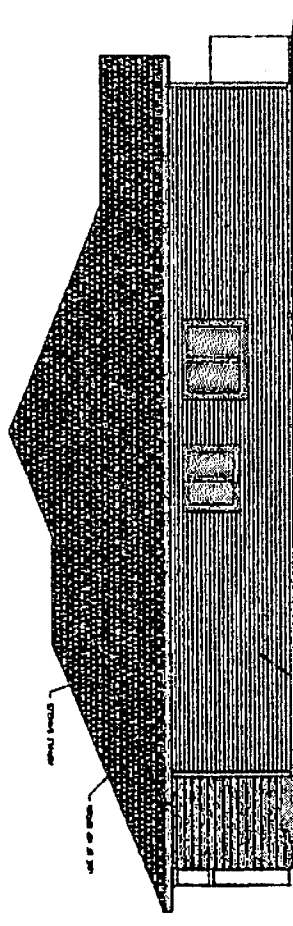
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REAR ELEVATION



REAR ELEVATION - HIP ROOF OPTION



RIGHT ELEVATION



RIGHT ELEVATION - HIP ROOF OPTION



Canada's Tournament Capital

**DEVELOPMENT PERMIT**

PERMIT NUMBER: DPM00506

To: KAMORE INVESTMENTS LTD  
(PERMITTEE OR ITS SUCCESSOR(S) IN TITLE)

Address: 401-153 SEYMOUR ST  
KAMLOOPS BC V2C 2C7

1. This Development Permit is issued subject to compliance with all applicable City of Kamloops bylaws except as specifically varied by this Permit.
2. This Development Permit applies to, and only to,

Lot A, District Lot 268, KDYD, Plan EPP55975  
Lot B, District LOT 268, KDYD, Plan EPP55975  
(Legal Description)

8800 DALLAS DR  
(Address)

and any and all buildings, structures and other development thereon.

3. The land described herein shall be developed strictly in accordance with site plan shown as Attachment "A" landscape plan shown as Attachment "B" and elevation drawings shown as Attachment "C".
4. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
5. If the permittee or successor on title does not substantially commence any construction with respect to which this permit was issued within two years after the issue date, the permit shall lapse.
6. The terms of this Permit or any amendment to it is binding on all persons who acquire an interest in the land affected by the Permit.
7. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION PASSED BY COUNCIL ON MAY 12 2015  
DATE ISSUED JUN 10 2016

Linda J. Campbell, Deputy Corporate Officer

**\*Variance allowing 15% of the required parking spaces to be provided in a stacked configuration**

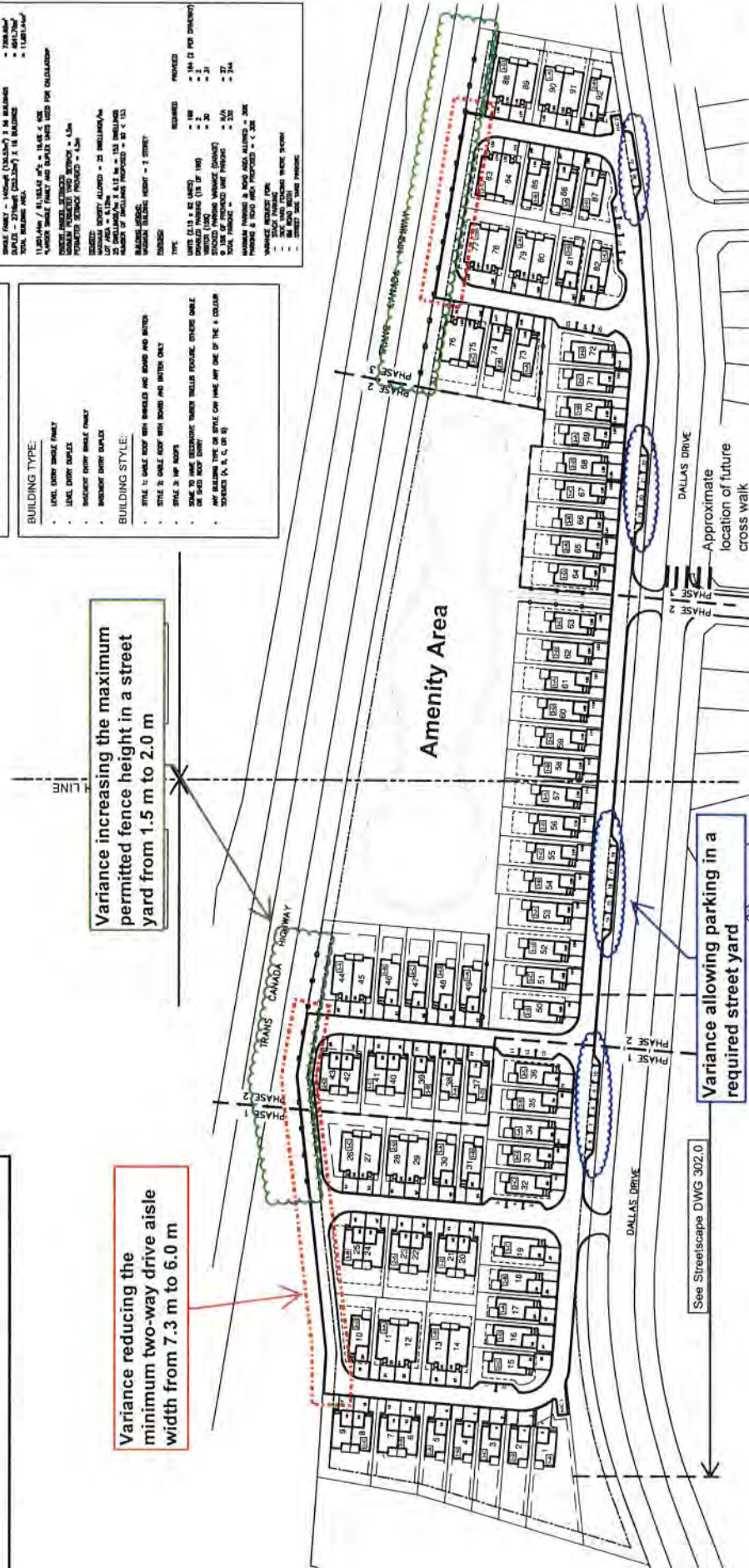
Variance reducing the minimum two-way drive aisle width from 7.3 m to 6.0 m

See Streetscape DWG 302.0

Note: The developer reserves the right to substitute/alter between assessment entry or level entry units (depending on client demand) while keeping true to the form and character of the development.

[illegible]

BUILDING TYPE:	BUILDING STYLE:
<ul style="list-style-type: none"> <li>• LEVEL ENTRY SINGLE FAMILY</li> <li>• LEVEL ENTRY DUPLEX</li> <li>• SLOPED ENTRY SINGLE FAMILY</li> <li>• BREAKOUT ENTRY DUPLEX</li> </ul>	<ul style="list-style-type: none"> <li>• STYLE 1: GABLE ROOF WITH BRICKLED GABLE SHOPS AND SHEDS</li> <li>• STYLE 2: GABLE ROOF WITH SHOPS AND ENTRY ONLY</li> <li>• STYLE 3: HIP ROOF</li> <li>• SOME TO HAVE DECORATIVE SHEDS WHILE OTHERS DOUBLE OR SHED ROOF ENTRY</li> </ul>
	<p>ANY BUILDING TYPE OR STYLE CAN HAVE ANY ONE OF THE 4 COLUMN SIZES (A, B, C, OR D)</p>

[illegible]



ANY BACKYARD FENCING SHOULD BE 1 1/2" HIGH BLACK VINYL CHAIN LINK FENCE UNLESS





1. E. 4000' 00" N.	10-00-00
2. E. 4000' 00" N.	10-00-00
3. E. 4000' 00" N.	10-00-00
4. E. 4000' 00" N.	10-00-00
5. E. 4000' 00" N.	10-00-00
6. E. 4000' 00" N.	10-00-00
7. E. 4000' 00" N.	10-00-00
8. E. 4000' 00" N.	10-00-00
9. E. 4000' 00" N.	10-00-00
10. E. 4000' 00" N.	10-00-00



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201-200-1000



L.A. West Associates (Kamloops) Inc.  
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100-100-1000  
100-100-1000  
100-100-1000  
100-100-1000  
100-100-1000  
100-100-1000  
100-100-1000

PROJECT TITLE  
CAMPSBELL CREEK  
VILLAGE PHASE 5  
8000 DALLAS DR.  
KAMLOOPS, BC  
VAN. CO. 100-100-1000  
VAN. CO. 100-100-1000  
VAN. CO. 100-100-1000  
VAN. CO. 100-100-1000  
VAN. CO. 100-100-1000  
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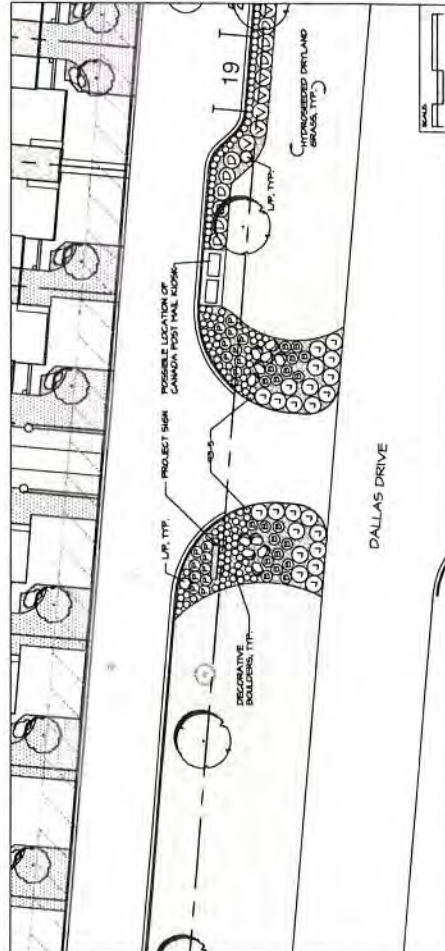
SHEET NO.  
LANDSCAPE PLAN

DATE	10-00-00
BY	L-2
AS SHOWN	10-00-00
DATE	10-00-00
BY	10-00-00
DATE	10-00-00
BY	10-00-00



1 TREE PLANTING PLAN

L-2



2 EAST ENTRANCE PLANTING BEDS PLANTING PLAN

L-2

LEGEND:

- DECIDUOUS STREET TREE
- DECIDUOUS ORNAMENTAL TREE
- HYDRANGEA TREE
- CONIFEROUS TREE
- MULCH SEEDLING/ CUTTINGS
- SHED 4 PERSONAL PLANTING
- EXISTING TREES TO REMAIN
- CONC. BARRIER
- TUFF GRASS (SEE SPEC. L-3)
- HYDRANGEA DRYLAND GRASS
- DECORATIVE ROCK MULCH BETWEEN UNITS (SEE DETAIL L-3)
- SHED 4 PERSONAL PLANTING
- EXISTING TREES TO REMAIN

FENCING NOTE:

ANY BACKYARD FENCING SHOULD BE LHM HIGH BLACK VINYL CHAIN LINK FENCE INCLUDING OTHERS NOTED ON THE PLANS.



NO.	DATE	BY	CHKD.	REV.
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Dallas, TX 75243  
Tel: (214) 343-1000 Fax: (214) 343-1001

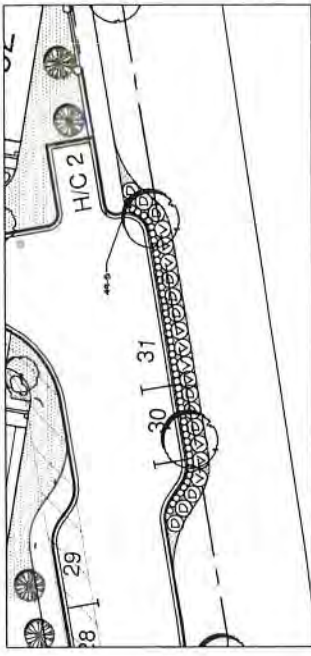


L.A. West Associates (Kamloop) Inc.  
10000 E. Mockingbird, Suite 1000  
Dallas, TX 75243  
Tel: (214) 343-1000 Fax: (214) 343-1001

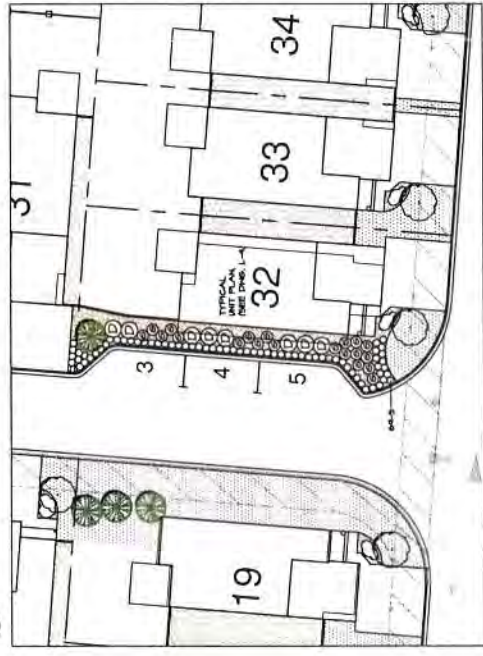
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VILLAGE PHASE 5  
8800 DALLAS DR  
DALLAS, TX  
OWNER  
KAMLOOP ASSOCIATES, LTD. 8800 W. 10TH AVE. SUITE 100  
VANCOUVER, BC V6P 6B6

ON-STREET PARKING  
PLANTING PLANS

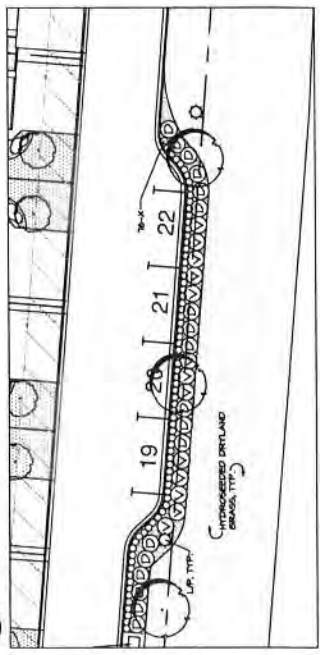
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BY	WJ
CHKD.	WJ
REV.	1-3
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BY	WJ
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1 PLANTING PLAN 1  
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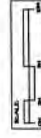


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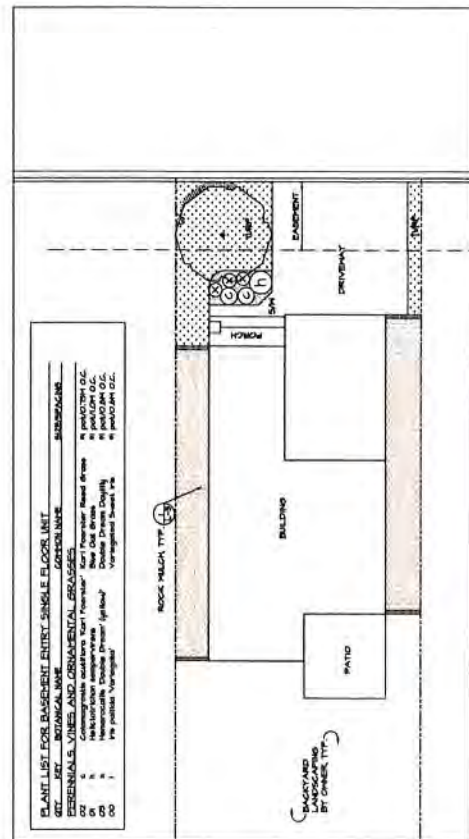


3 PLANTING PLAN 3  
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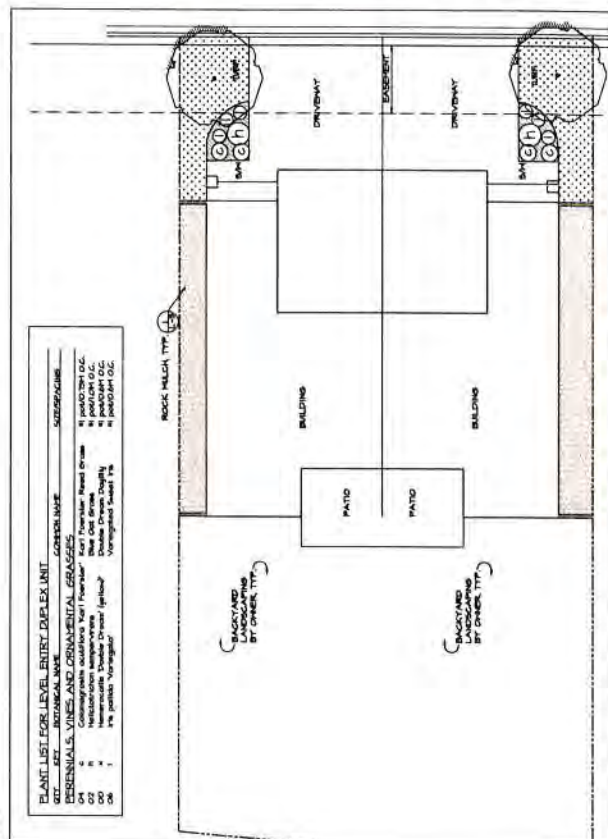
FENCING NOTE:  
ANY BACKYARD FENCING SHOULD BE 1.2M HIGH BLACK VINYL CHAIN LINK FENCE (UNLESS OTHERWISE NOTED ON THE PLANS)



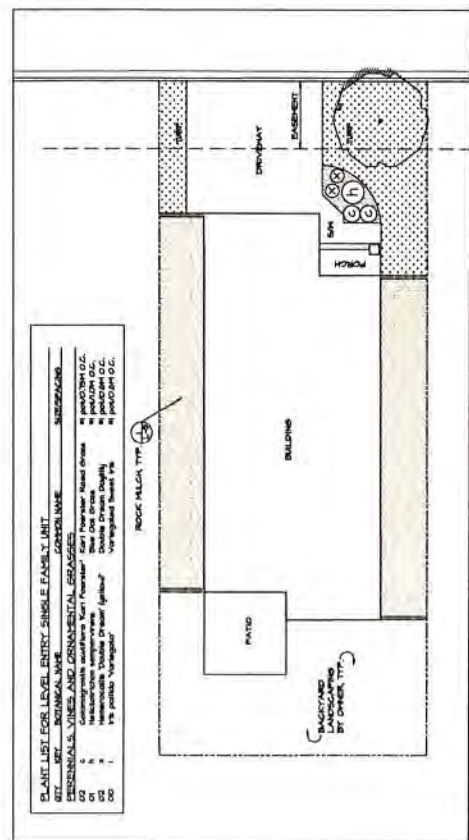




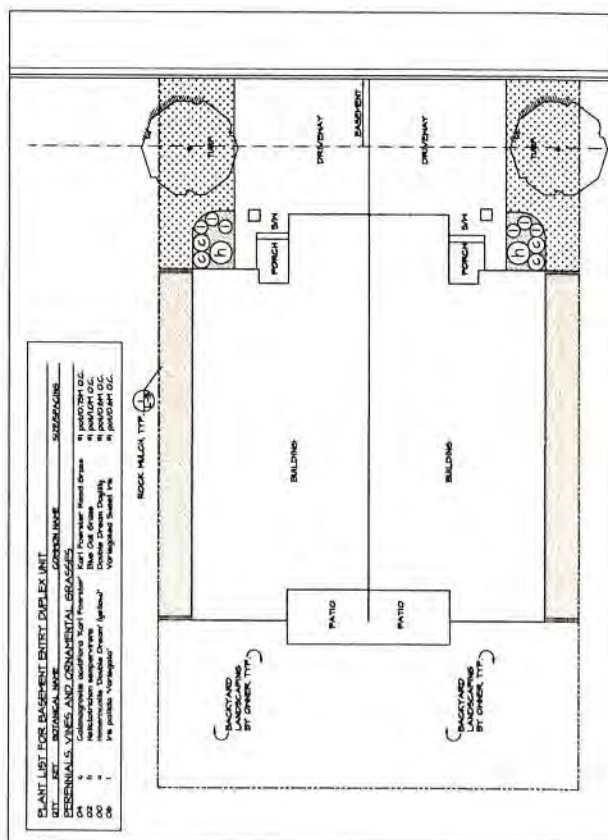
3 SINGLE FAMILY BASEMENT ENTRY TYPICAL PLANTING PLAN: UNITS -5, 37-39



4 LEVEL ENTRY DUPLEX TYPICAL PLANTING PLAN; UNITS 6-9, 20-25, 40-43



1 SINGLE FAMILY LEVEL ENTRY TYPICAL PLANTING PLAN: UNITS 10, 15-19, 50-56, 46-74, 81-87, 92



2 BASEMENT ENTRY DUPLEX TYPICAL PLANTING PLAN; UNITS 11-14, 26-29, 44-45, 75-80, 83-84, 88-91

NOTES:

- SEE L-1 FOR OVERALL PLANT LIST
- ALL PLANTS TO BE MAINTAINED ALONG OUTSIDE OF HALLWAY AREAS
- ANY BACKSTAND FURNISHING SHALL BE 12" HIGH AND BACKSTANDS TO BE 12" LONG UNLESS OTHERWISE NOTED ON THE PLANS

SCALE:









## COLOUR SCHEME "A"

### GARAGE / ENTRY DOOR - SANDSTONE

#### WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE): DRIFTWOOD	SIDING: NAVAJO BEIGE	
CONCRETE	ACCENT: COUNTRYLANE RED	
WINDOWS	TRIM/GABLES: WOODSTOCK BROWN	

## COLOUR SCHEME "C"

### GARAGE / ENTRY DOOR - SANDSTONE

#### WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE): DRIFTWOOD	SIDING: MONTEREY TAUPE	
CONCRETE	ACCENT: IRON GRAY	
WINDOWS	TRIM/GABLES: ARCTIC WHITE	
WOOD (PAINT)		

## COLOUR SCHEME "B"

### GARAGE / ENTRY DOOR - SANDSTONE

#### WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE): DRIFTWOOD	SIDING: COBBLE STONE	
CONCRETE	ACCENT: TIMBER BARK	
WINDOWS	TRIM/GABLES: HEATHERED MOSS	
WOOD (PAINT)		

## COLOUR SCHEME "D"

### GARAGE / ENTRY DOOR - SANDSTONE

#### WINDOWS / OTHER EXTERIOR DOORS - WHITE

ROOF (ASPHALT SHINGLE): DRIFTWOOD	SIDING: KHAKI BROWN	
CONCRETE	ACCENT: MOUNTAIN SAGE	
WINDOWS	TRIM/GABLES: ARCTIC WHITE	
WOOD (PAINT)		

## BUILDING TYPE:

- LEVEL ENTRY SINGLE FAMILY
- LEVEL ENTRY DUPLEX
- BASEMENT ENTRY SINGLE FAMILY
- BASEMENT ENTRY DUPLEX

## BUILDING STYLE:

- STYLE 1 TO BE GABLE ROOF WITH SHINGLES AND BOARD AND BATTEN.
- STYLE 2 TO BE GABLE ROOF WITH BOARD AND BATTEN ONLY.
- STYLE 3 TO HAVE HIP ROOFS
- SOME TO HAVE DECORATIVE TIMBER TRELLIS FEATURE. OTHERS GABLE OR SHED ROOF ENTRY
- ANY BUILDING TYPE OR STYLE CAN HAVE ANY ONE OF THE 4 COLOUR SCHEMES (A, B, C, OR D)

<b>WESTEDGE</b> <b>ENGINEERING LTD.</b> Suite 303, 4555 Victoria Street Kamloops, BC V2C 2B3 Phone 250.374.5433 Fax 250.374.7022 Website www.westedge.ca	COPYRIGHT RESERVED The Plan and Design are the exclusive property of West Edge Engineering Ltd. and cannot be used or reproduced without the written consent of West Edge Engineering Ltd. This office must be notified of any violations from this information illustrated on these drawings. <b>CONTRACTOR OBLIGATION</b> This drawing is a portion of a complete project and shall be read in conjunction with all other drawings, specifications and tender documents related to the project, regardless of origin.	SEAL	ADALARD HOLDINGS LTD. 1166 STN. MAIN KAMLOOPS, BC, V2C 6H3 92 UNIT HOUSING DEVELOPMENT CAMPBELL CREEK - PHASE 5
		APPROVED RR DATE AUG / 2014 DESIGN RR DRAWN SD	COLOUR SCHEMES BUILDING TYPE/STYLE SHEET
A 17SEPT14 DEVELOPMENT PERMIT REV. DATE DESCRIPTION BY SCALE AS NOTED		FILENAME 14-131 - COLOUR SCHEMES.dwg	A

DO NOT SCALE DRAWING

DESTROY PRINTS BEARING PREVIOUS REVISION NUMBER





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**CONTRACTOR OBLIGATION**

The drawings are a portion of a complete project and shall not be used for any other purpose. The drawings and specifications are intended to be used in conjunction with the contract documents and shall not be used for any other purpose. The drawings and specifications are intended to be used in conjunction with the contract documents and shall not be used for any other purpose.



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2	ISSUED FOR PERMIT	2024-07-15	
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9	ISSUED FOR PERMIT	2024-07-15	
10	ISSUED FOR PERMIT	2024-07-15	

APPROVED BY	DATE	APP / 2024
DESIGN BY	DATE	
DRAWN BY	DATE	
CHECKED BY	DATE	
SCALE	AS NOTED	
ADALARD HOLDINGS LTD.		
1188 STN MAIN		
KAMLOOPS, BC V2C 8H3		
82 UNIT HOUSING DEVELOPMENT		
CAMPBELL CREEK - PHASE 5		

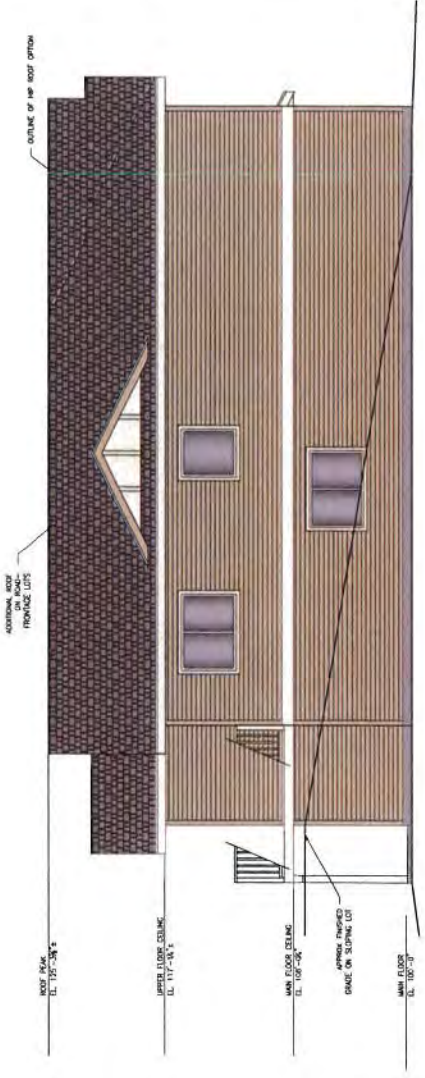
**BASEMENT ENTRY SINGLE ELEVATIONS CONTD**

302.2

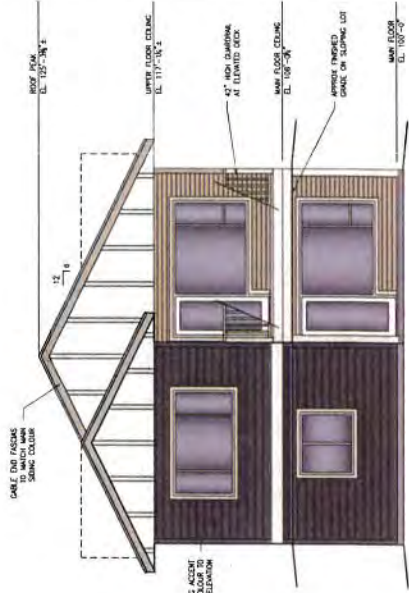
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302.2

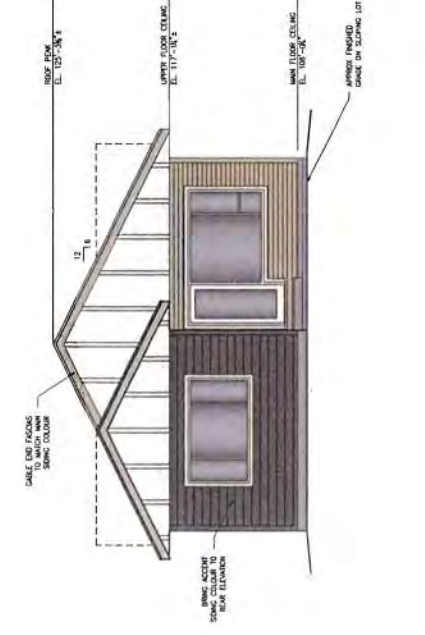
14-101 - BASEMENT ENTRY SINGLE FAMILY



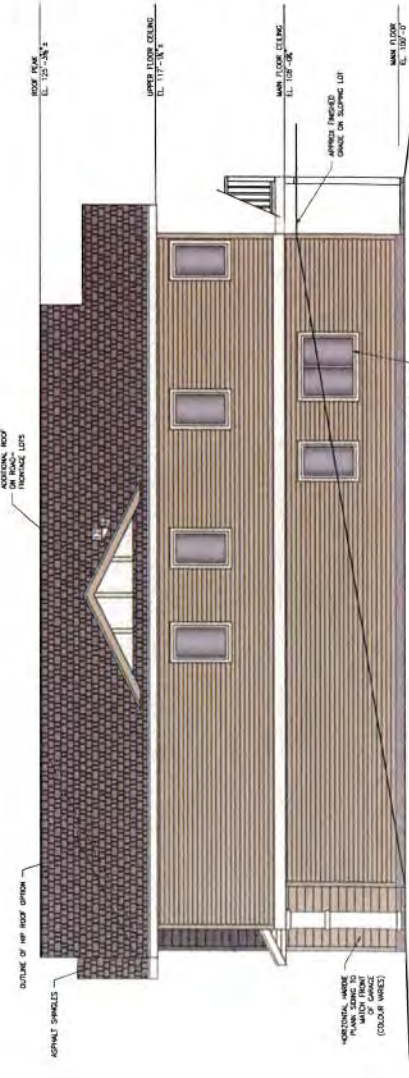
LEFT ELEVATION



REAR ELEVATION - LEVEL SITE (WALK-OUT)



RIGHT ELEVATION



REAR ELEVATION - SLOPED LOT

DO NOT SCALE DRAWINGS

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The details on this page are intended to be a general representation of the construction. The contractor is responsible for the final construction details. The contractor is responsible for the final construction details. The contractor is responsible for the final construction details.

**CONTRACTOR OBLIGATION**

This drawing is a part of a complete project and shall be used in conjunction with the other drawings, specifications and notes. The contractor shall be responsible for the final construction details.

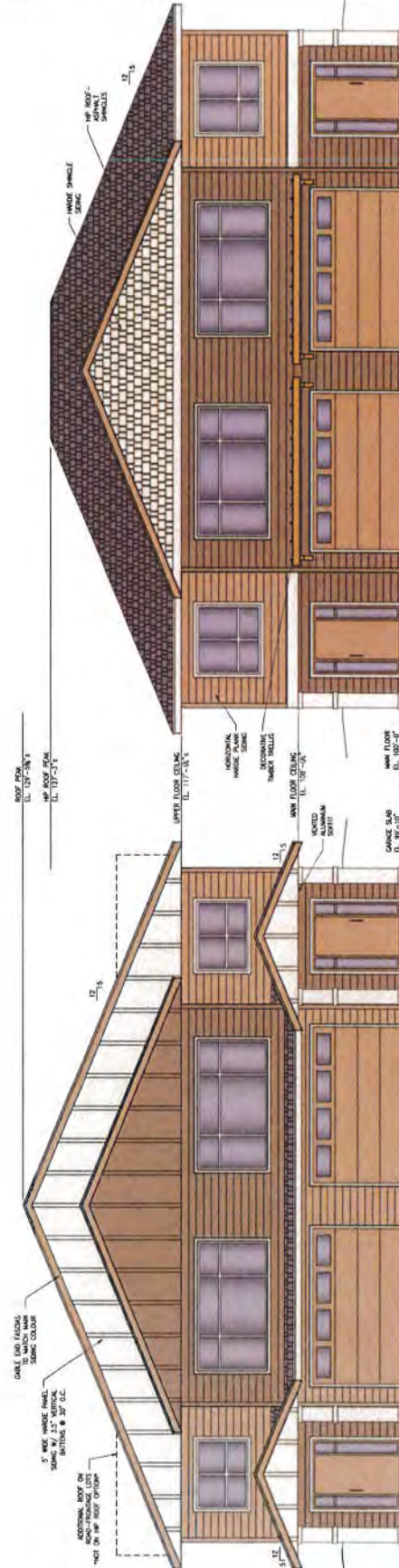


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APPROVED BY: [Signature]  
DATE: MAY 7, 2014  
DESIGN: [Signature]  
CHECKED: [Signature]  
SCALE: AS SHOWN  
ADAM LARSEN HOLDINGS LTD.  
1168 STN MAIN  
KAMLOOPS, BC V2C 6H3  
92 UNIT HOUSING DEVELOPMENT  
CAMPELL CREEK - PHASE 5

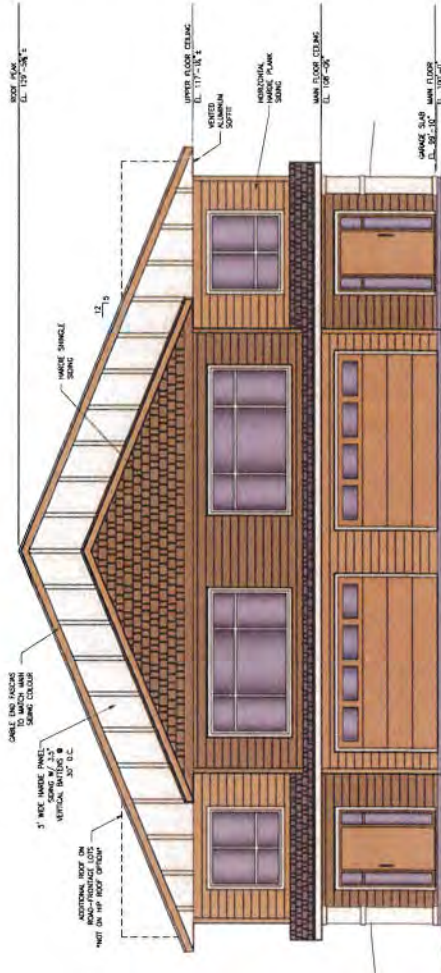
**BASEMENT ENTRY DUPLEX  
ELEVATION OPTIONS**

SHEET: 302.1  
DRAWING: 14.15 - BASEMENT ENTRY DUPLEX  
F  
PROJECT: 14.15 - BASEMENT ENTRY DUPLEX



FRONT ELEVATION - BUILDING STYLE 1  
12' x 12'

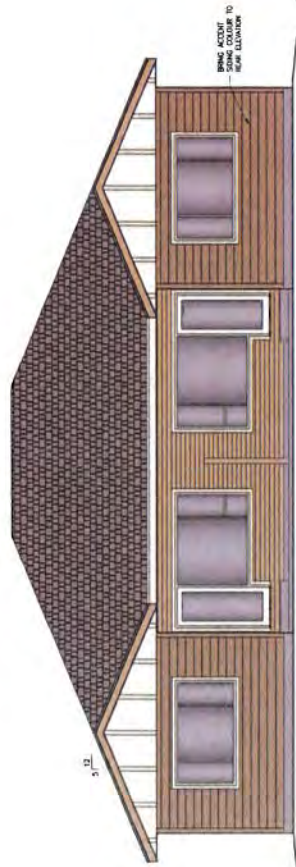
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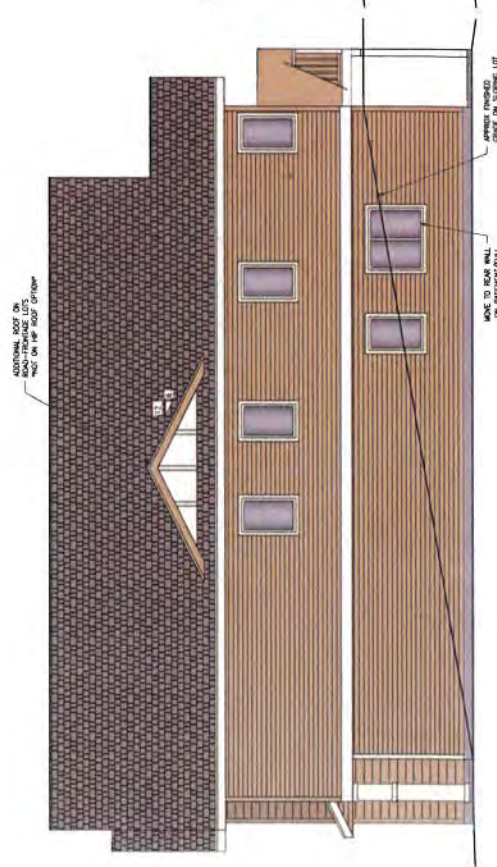
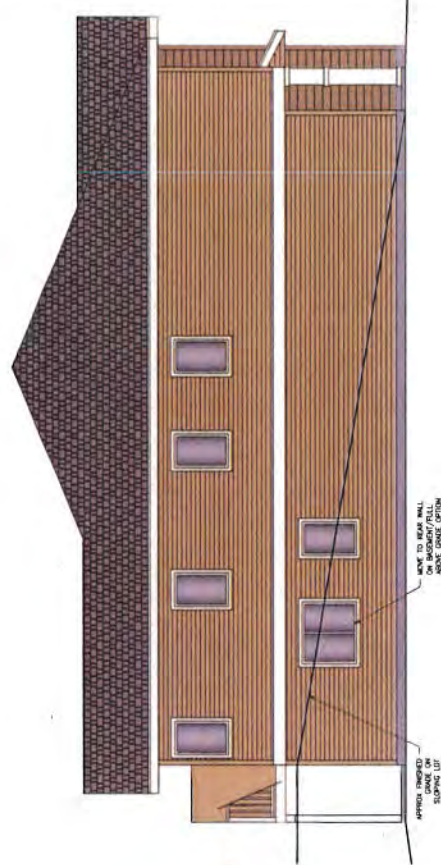
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DO NOT SCALE DRAWING

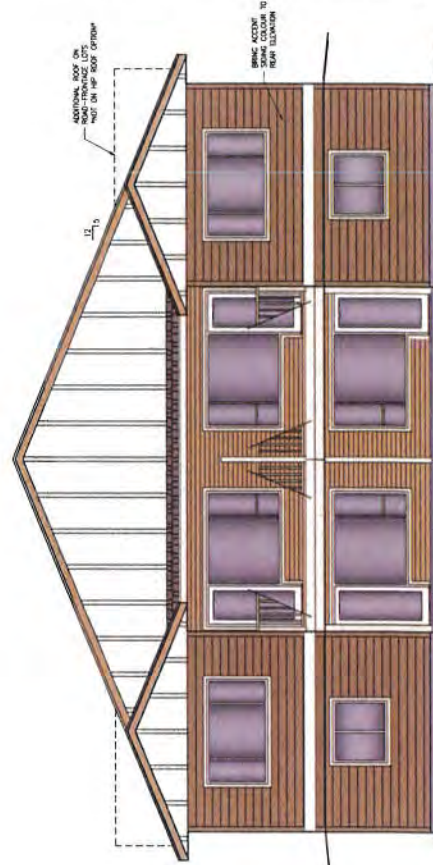




LEFT ELEVATION - HIP ROOF OPTION, SLOPED SITE

RIGHT ELEVATION  
 $1/4" = 1' - 0"$ 

LEFT ELEVATION - HIP ROOF OPTION



REAR ELEVATION - LEVEL SITE (WALK-OUT)

DO NOT SCALE DRAWING.

[illegible]

APPROVED BY	
DATE	MAY / 2014
DESIGN BY	ME
DRAWN BY	ME
CHECKED BY	ME

ADALARD HOLDINGS LTD.  
11166 STN MAIN  
KAMLOOPS, BC, V2C 8H3

BASEMENT ENTRY DUPLEX  
ELEVATIONS CONT'D

302.2
-------

NAME	REF #
14-071 - BASEMENT ENTRY DUMPER	C

STORY PRINTS BEARING PREVIOUS REVISION NUMBER

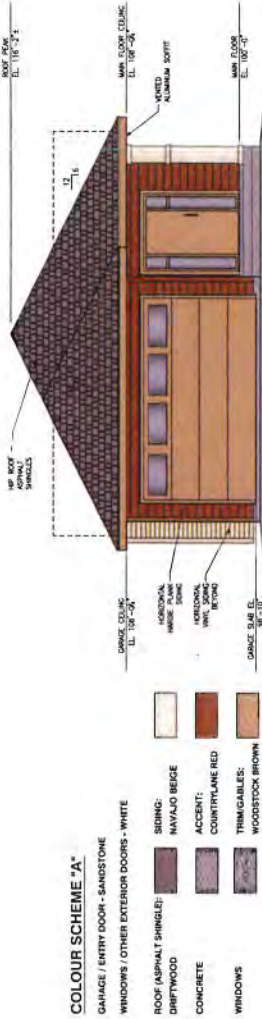


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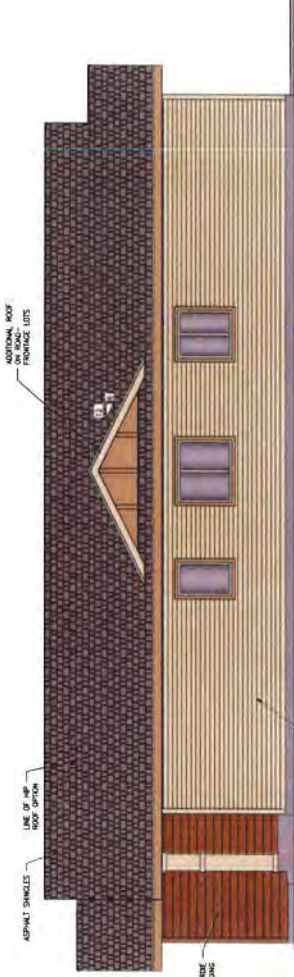
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ADALARD HOLDINGS LTD. 1166 STN MAIN KAMLOOPS, BC, V2C 6K3		
92 UNIT HOUSING DEVELOPMENT		

REV	302.1
DESCRIPTION	REV
14.10% LEVEL ENTRY SAMPLE FANAL	G

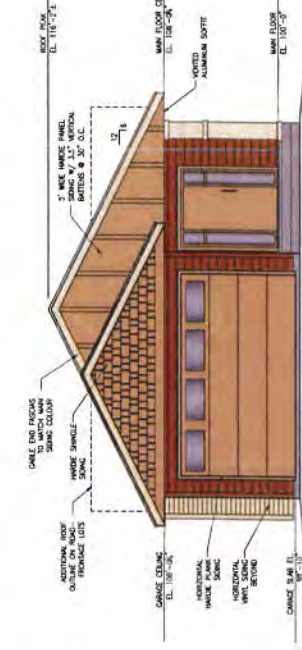
DESTROY POINTS BEARING PREVIOUS REVISION NUMBER



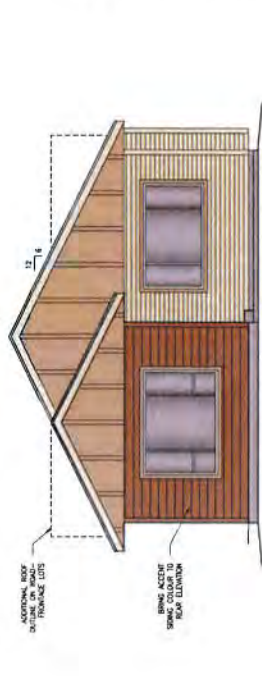
FRONT ELEVATION - BUILDING STYLE 3



RIGHT ELEVATION



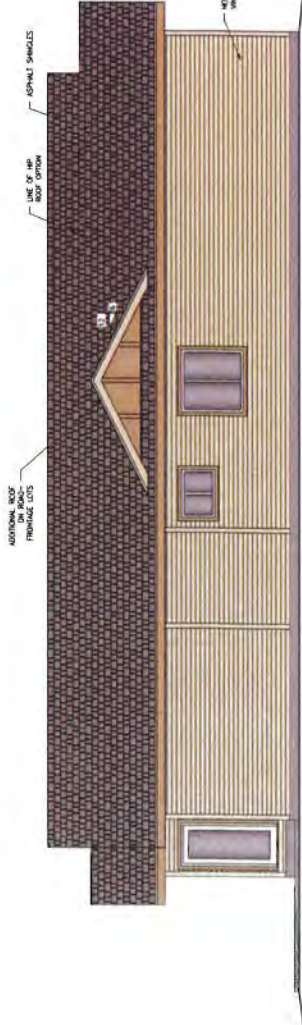
**FRONT ELEVATION - BUILDING STYLE 1**



REAR ELEVATION



FRONT ELEVATION - BUILDING STYLE 2



**LEFT ELEVATION**

CONTRACT NUMBER 6763-1-0000

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The details on this page are intended to be a general guide only. The contractor is responsible for providing the necessary details for the construction of the building. The contractor is responsible for providing the necessary details for the construction of the building. The contractor is responsible for providing the necessary details for the construction of the building.

**CONTRACTOR OBLIGATION**

This drawing is a part of a complete project and shall be used in conjunction with the other drawings. The contractor is responsible for providing the necessary details for the construction of the building. The contractor is responsible for providing the necessary details for the construction of the building. The contractor is responsible for providing the necessary details for the construction of the building.

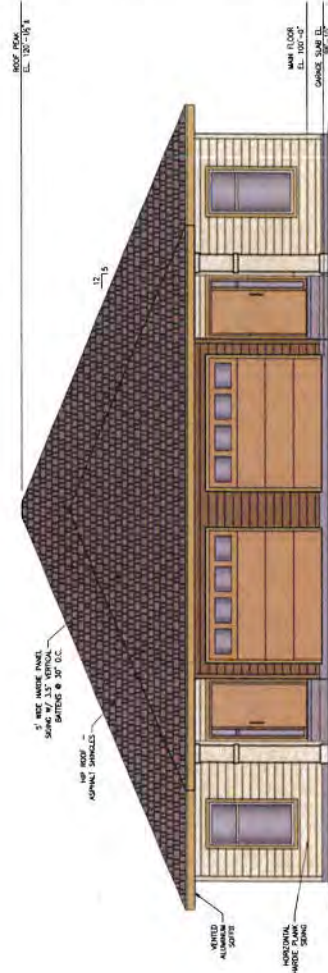


REV	DATE	DESCRIPTION
1	2014-11-11	PRELIMINARY REVIEW
2	2014-11-11	PRELIMINARY REVIEW
3	2014-11-11	PRELIMINARY REVIEW
4	2014-11-11	PRELIMINARY REVIEW
5	2014-11-11	PRELIMINARY REVIEW
6	2014-11-11	PRELIMINARY REVIEW
7	2014-11-11	PRELIMINARY REVIEW
8	2014-11-11	PRELIMINARY REVIEW
9	2014-11-11	PRELIMINARY REVIEW
10	2014-11-11	PRELIMINARY REVIEW

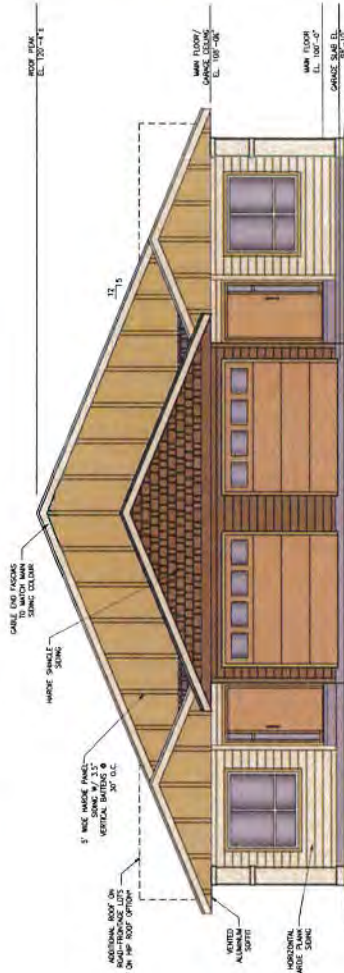
APPROVED BY	DATE	REV
DESIGN	2014	1
CHECKED	2014	1
SCALE	AS NOTED	
ADALARD HOLDINGS LTD.		
1188 STN MAIN		
KAMLOOPS, BC V2C 6H3		
90 UNIT HOUSING DEVELOPMENT		
CAMPBELL CREEK - PHASE 5		

PROJECT	302.1
CLIENT	ADALARD HOLDINGS LTD.
DATE	2014
REVISION	F

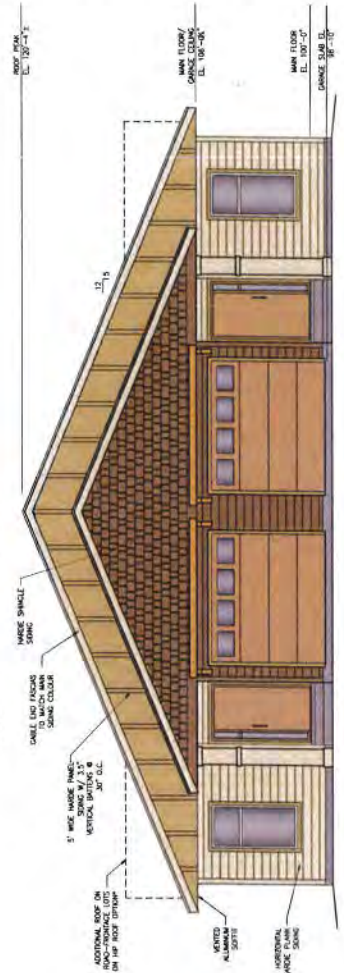
DESIGNER: PROJECTS BEARING PREVIOUS REVISION NUMBERS



**FRONT ELEVATION - BUILDING STYLE 1**  
1/4" = 1'-0"



**FRONT ELEVATION - BUILDING STYLE 2**  
1/4" = 1'-0"



**FRONT ELEVATION - BUILDING STYLE 3**  
1/4" = 1'-0"

**COLOUR SCHEME "B"**

GARAGE / ENTRY DOOR - SANDSTONE	COBBLE STONE
WINDOWS / OTHER EXTERIOR DOORS - WHITE	CONCRETE
ROOF (ASPHALT SHINGLE)	HEATHERED MOSS
DRIFTWOOD	
CONCRETE	
WINDOWS	
WOOD (PAINT)	

NOTES: SCALE: 1/4" = 1'-0"



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**CONTRACTOR OBLIGATION**

This drawing is a portion of a complete project and shall not be used for any other purpose. The contractor is responsible for ensuring that the drawing is used in accordance with the applicable building codes and regulations. The contractor is also responsible for ensuring that the drawing is used in accordance with the applicable standards and specifications. The contractor is not responsible for any errors or omissions in this drawing.



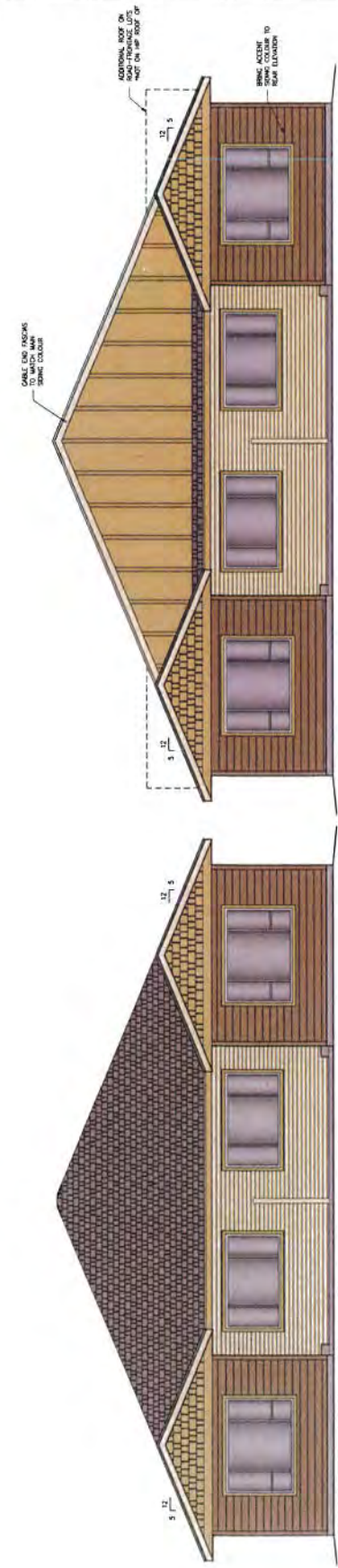
REV.	DATE	DESCRIPTION
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1	12/20/14	DEVELOPMENT PERMIT
2	12/20/14	CONCEPT REVIEW
3	12/20/14	REVIEW
4	12/20/14	REVIEW
5	12/20/14	REVIEW
6	12/20/14	REVIEW
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APPROVED BY: \_\_\_\_\_  
DATE: MAY 7, 2014  
DESIGN: \_\_\_\_\_  
DRAWN: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
SCALE: AS NOTED  
ADLARD HOLDINGS LTD.  
1166 STN MAIN  
KAMLOOPS, BC, V2C 0H3  
88 UNIT HOUSING DEVELOPMENT  
CAMPELL CREEK - PHASE 5

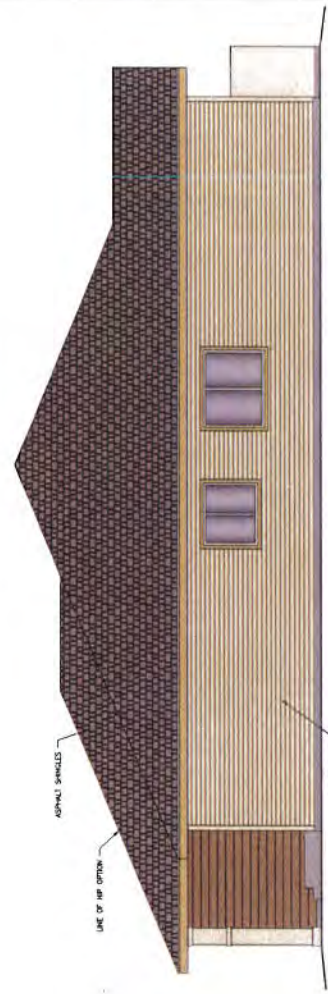
**LEVEL ENTRY DUPLEX**  
**ELEVATIONS CONTD**

SHEET: 302.2  
REVISION: 14-01 - LEVEL ENTRY DATA  
D

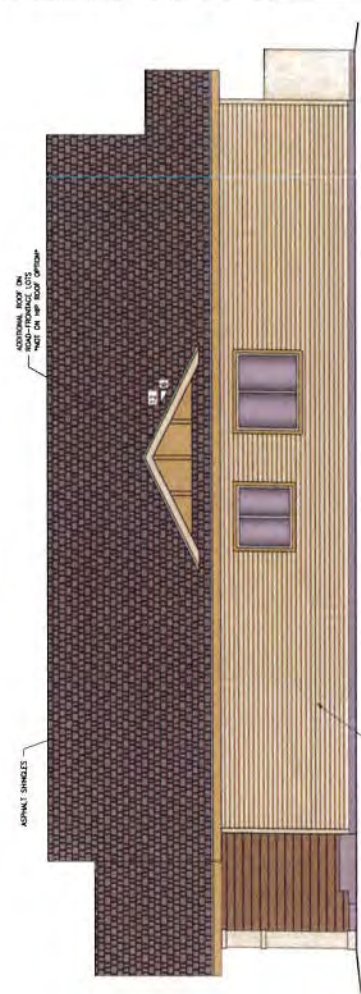
DO NOT SCALE DRAWINGS



**REAR ELEVATION**  
1/4" = 1'-0"



**RIGHT ELEVATION - HIP OPTION**  
1/4" = 1'-0"



**RIGHT ELEVATION**  
1/4" = 1'-0"

DO NOT SCALE DRAWINGS

*Strata Property Act*

FORM P  
**PHASED STRATA PLAN DECLARATION**  
*(Sections 221, 222)*

We, ADALARD HOLDINGS LTD., declare:

1. That we intend to create a strata plan by way of phased development of the following land which we own:

PID: 029-789-052      Lot A District Lot 268 Kamloops Division Yale District  
 Plan EPP55975

PID: 029-789-061      Lot B District Lot 268 Kamloops Division Yale District  
 Plan EPP55975

2. That the plan of development is as follows:

- a. the development shall be carried out in 3 phases as follows:

<u>PHASE</u>	<u>NUMBER OF LOTS</u>	<u>COMMON FACILITIES</u>
1	36	Nil
2	27	Nil
3	29	Nil
TOTAL:	92	Nil

- b. a sketch plan showing

- i. all the land to be included in the phased strata plan;
- ii. the present parcel boundaries;
- iii. the approximate boundaries of each phase; and
- iv. the approximate location of the common facilities;

- c. The estimated date of commencement and completion of construction for each phase is as follows:

<u>Estimated Commencement Date of Construction</u>	<u>Phase</u>	<u>Estimated Completion Date of Construction</u>
August 1, 2016 to November 1, 2016	1	August 1, 2019 to November 1, 2019
August 1, 2019 to November 1, 2019	2	August 1, 2021 to November 1, 2021
August 1, 2021 to November 1, 2021	3	February 1, 2024 to May 1, 2024

- d. The estimated unit entitlement of each phase and the total unit entitlement of the completed development is as follows:

<u>PHASE</u>	<u>NUMBER OF LOTS</u>	<u>UNIT ENTITLEMENT</u>
1	36	36
2	27	27
3	29	29
Total	92	92

- e. The maximum number of lots to be created in each phase:

<u>PHASE</u>	<u>NUMBER OF LOTS</u>	<u>TYPE OF UNIT</u>
1	36	Single Family or Duplex
2	27	Single Family or Duplex
3	29	Single Family or Duplex

3. We will elect to proceed with each phase on or by the following dates:

<u>PHASE</u>	<u>DATE</u>
1	August 1, 2016
2	August 1, 2019
3	August 1, 2021

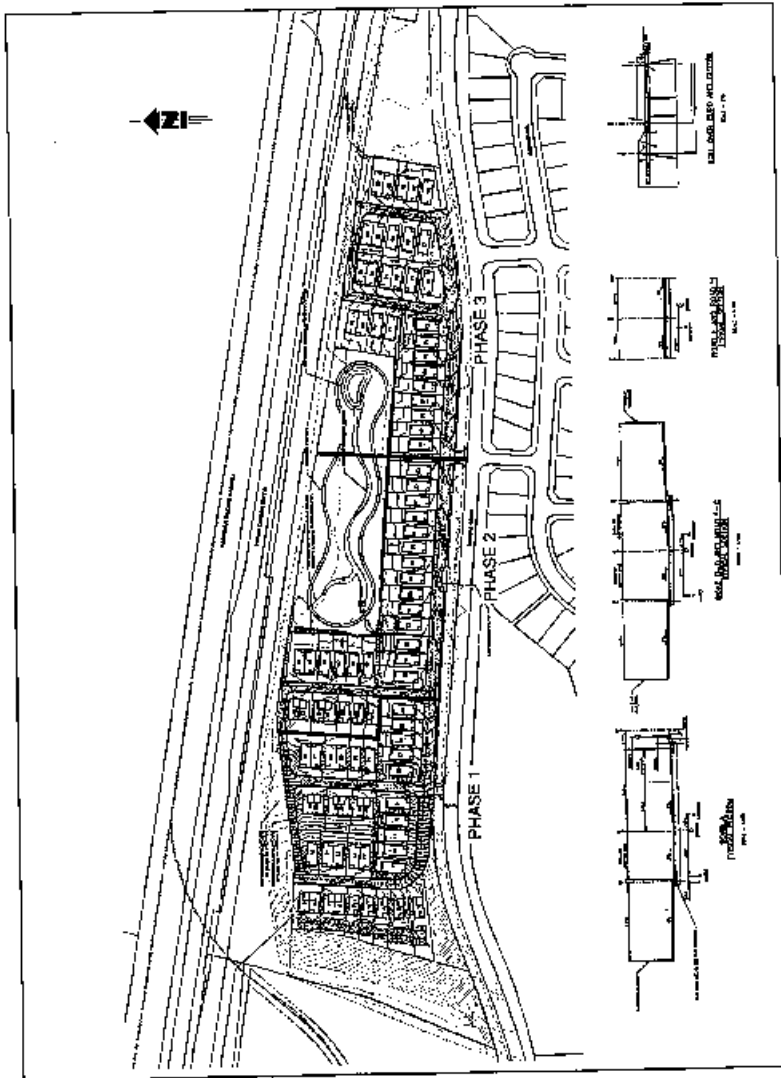
ADALARD HOLDINGS LTD.

Per:

\_\_\_\_\_  
Signature of Applicant

Date of approval: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Approving Officer, City of Kamloops



*Strata Property Act*

FORM V  
**SCHEDULE OF UNIT ENTITLEMENT**  
*(Sections 245(a), 246, 264)*

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

PID: 029-789-052      Lot A District Lot 268 Kamloops Division Yale District  
 Plan EPP55975

PID: 029-789-061      Lot B District Lot 268 Kamloops Division Yale District  
 Plan EPP55975

**BARE LAND STRATA PLAN**

The unit entitlement for each bare land strata lot is one of the following, as set out in the following table:

- ☒ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

OR

- ☐ (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

\_\_\_\_\_  
 Signature of Superintendent of Real Estate

Phase	Strata Lot No.	Sheet No.	Total Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
	1			1	
	2			1	
	3			1	
	4			1	
	5			1	
	6			1	
	7			1	
	8			1	
	9			1	
	10			1	
	11			1	
	12			1	
	13			1	
	14			1	
	15			1	

Phase	Strata Lot No.	Sheet No.	Total Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
	16			1	
	17			1	
	18			1	
	19			1	
	20			1	
	21			1	
	22			1	
	23			1	
	24			1	
	25			1	
	26			1	
	27			1	
	28			1	
	29			1	
	30			1	
	31			1	
	32			1	
	33			1	
	34			1	
	35			1	
	36			1	
	Total number of lots: 36			Total unit Entitlement: 36	

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

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

Date: \_\_\_\_\_, 2016.

ADALARD HOLDINGS LTD.

Per:

\_\_\_\_\_  
Signature of Owner/Developer

\_\_\_\_\_  
Signature of Superintendent of Real Estate  
(if submitted under section 264 of the Act)

*Strata Property Act*

FORM Y

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

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

Re: Strata Plan EPS\_\_\_\_\_ being a strata plan of:

PID: 029-789-052      Lot A District Lot 268 Kamloops Division Yale District  
Plan EPP55975

PID: 029-789-061      Lot B District Lot 268 Kamloops Division Yale District  
Plan EPP55975

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

1. Paragraph 1 is deleted and replaced with the following:

"Payment of Strata Fees

- a. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- b. If an owner fails to pay the owner's strata fees on time, the owner must pay interest on the arrears at the rate of 10 per cent (10%) per annum compounded annually and calculated on a monthly basis from the date the payment was due and continuing until the last day of the month in which it is paid, and the interest shall form part of the owner's strata fees.
- c. If, when an owner pays strata fees, the owner owes money to the strata corporation for a fine, or for the reasonable costs of remedying a contravention of the bylaws or rules, the strata corporation must apply that owner's payment to the amount outstanding in the following order:
  - i. firstly, to a fine,
  - ii. secondly, to costs to remedy a contravention, and
  - ii. thirdly, to strata fees."

2. Paragraph 2(1) is deleted and replaced with the following:

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

3. Paragraph 3(4) is deleted and replaced with the following:

- "3(4) Except as allowed by the written permission of the strata corporation, an owner, tenant or occupant shall not keep any pets on a strata lot other than the following:
- a. a reasonable number of fish or other small aquarium animals;
  - b. a reasonable number of small caged mammals;
  - c. up to 2 caged birds; and
  - d. two dogs or two cats (or one of each)."

Paragraph 3 is further amended to add the following:

- "(5) Where these bylaws permit an owner, tenant, occupant or visitor to keep a dog or cat on a strata lot, the owner, tenant, occupant or visitor, as the case may be, must not allow that dog or cat to enter another strata lot except with the consent of the owner, or tenant of the other strata lot;
- (6) No dog or cat shall be permitted on the common property unless the dog or cat is on a leash or chain of no more than two (2) metres in length, and the dog or cat is under the effective control of an adult responsible for that dog or cat.
- (7) No owner, tenant, occupant or visitor shall allow a dog or cat to cause unreasonable noise.
- (8) No owner shall allow a dog or cat to defecate on common property or a common asset or on a strata lot that the owner does not own, and must, if that dog or cat deposits faeces on the common property, or on a common asset, or on any strata lot, immediately remove the faeces deposited by the dog or cat.
- (9) No owner shall permit his or her strata lot to be occupied by more than 6 persons on a regular basis without the written consent of the strata corporation.
- (11) Any damage or vandalism caused by an owner or the owner's children, tenants or occupants will be the responsibility of that owner and any costs incurred by the strata corporation will be assessed against that owner.
- (12) Any damage or damages to a strata lot or to the common property caused by the wilful act of an owner, tenant, or occupant shall be the responsibility of the party causing the damage or damages and the strata corporation shall be entitled to assess the owner, tenant, or occupant the amount of any insurance deductible paid by the strata corporation in connection with such insurance claim.



- (13) No owner, tenant, or occupant shall make any claim against the insurance provided by the strata corporation without first giving written notice to the strata corporation of the intention to make such a claim.
- (14) No signs shall be posted on a strata lot or the common property save and except for small signs for the purpose of marketing the sale of a strata lot, provided that this provision shall not apply to the Developer while the Developer has unsold strata lots.
- (15) No unlicensed or inoperable vehicle or vehicles shall be parked or stored on:
  - a. common property; or
  - b. a strata lot unless fully enclosed in the garage area for the strata lot.
- (16) No boats, trailers or recreational vehicles of any kind will be stored on a strata lot unless fully enclosed in the garage area for the strata lot.
- (17) The strata corporation reserves the right to:
  - a. require an owner to obtain the written approval of the strata corporation in respect of window coverings for a strata lot; and
  - b. set guidelines and standards in respect of window coverings.

In no event shall flags, aluminum foil, paper product, sheets, plastic or similar material shall be used for window coverings. Owners shall keep all window coverings in good order and repair."

4. Paragraphs 5 is deleted and replaced with the following:

- "5. An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- a. construction or replacement of fences that enclose a yard area;
  - b. installation of a satellite dish."

5. Division 3 - (Council) is amended by adding the following paragraphs following Paragraph 22:

- "22.a No person shall be entitled to vote on behalf of a strata lot, except on matters requiring a unanimous vote, if the strata

corporation is entitled to register a lien against that strata lot under Section 116(1).

- 22.b No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against the strata lot under Section 116(1)."

6. Division 4 - (Enforcement of Bylaws and Rules) is amended by adding the following paragraphs:

Paragraphs 23 and 24 are replaced by the following paragraph to be numbered Paragraph 23:

- "23. The strata corporation may fine an owner or tenant a maximum of:
- a. \$200.00 for each contravention of a bylaw; and
  - b. \$50.00 for each contravention of a rule; and
  - c. If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days."

A new Paragraph 24 is added as follows:

- "24. The strata corporation may sue an owner or other person in proceedings under the *Small Claims Act* (British Columbia) as such Act may be amended from time to time, to collect money owing to the strata corporation, including money owing as a fine, without the necessity of first passing a resolution at an Annual or Special General Meeting to authorize the proceedings."

Date: \_\_\_\_\_, 2016.

ADALARD HOLDINGS LTD.

Per:

---

Signature of Owner/Developer

**Strata Corporation EPS XXXX**  
**The Burrows Phase 1 - 8800 Dallas Drive**

Page 1

**THE INTERIM BUDGET FOR THE YEAR ENDING 2017**

		INTERIM BUDGET MAY 2017
<b>INCOME</b>		
Strata Fee Income		43,200.00
Interest Income		50.00
<b>TOTAL OPERATING INCOME</b>		<b>\$ 43,250.00</b>
<b>EXPENSES</b>		
Bank Charges	\$	422.50
Consulting Fees -Depreciation Report		-
Contingency Reserve 5% of expense		2,100.00
Fire Hydrant Inspection		275.00
Insurance		3,000.00
Landscape Maintenance		6,500.00
Legal / Consulting Fees		750.00
Management Fees		9,450.00
Real Estate Audit		262.50
Meetings/Reports/Office		700.00
Roadway Maintenance		850.00
Repairs & Maintenance		1,900.00
Signage		250.00
Snow Removal		3,900.00
Sprinkler Maintenance		1,590.00
Utilities: Light/Power		300.00
Utilities: Sewer/Water		11,000.00
<b>TOTAL OPERATING EXPENSES</b>		<b>\$ 43,250.00</b>
NET OPERATING SURPLUS (DEFICIT)		-
PRIOR RETAINED EARNINGS (DEFICIT)		-
<b>NET RETAINED SURPLUS (DEFICIT) FOR THE YEAR</b>		<b>\$ -</b>

<b>YOUR MONTHLY STRATA FEES WILL BE</b>	<b>\$</b>	<b>100.00</b>
<b>THE PORTION OF YOUR STRATA FEE CONTRIBUTION ATTRIBUTABLE TO THE CRF WILL</b>	<b>\$</b>	<b>4.86</b>

## THE BURROWS

***ESTIMATED* MONTHLY STRATA FEE  
PER LOT AS PER ESTIMATED INTERIM OPERATING BUDGET**

Unit No.	Strata Lot No.	Unit Entitlement	Estimated Monthly Strata Fee
	1	1	\$100.00
	2	1	\$100.00
	3	1	\$100.00
	4	1	\$100.00
	5	1	\$100.00
	6	1	\$100.00
	7	1	\$100.00
	8	1	\$100.00
	9	1	\$100.00
	10	1	\$100.00
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	25	1	\$100.00
	26	1	\$100.00
	27	1	\$100.00
	28	1	\$100.00
	29	1	\$100.00
	30	1	\$100.00
	31	1	\$100.00

Unit No.	Strata Lot No.	Unit Entitlement	Estimated Monthly Strata Fee
	32	1	\$100.00
	33	1	\$100.00
	34	1	\$100.00
	35	1	\$100.00
	36	1	\$100.00



## AGENCY AGREEMENT

THIS AGREEMENT dated for reference as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

**THE OWNERS, STRATA PLAN EPSXXX- The Burrows**, a  
Strata Corporation constituted under the laws of British Columbia  
and having its address at 8800 Dallas Drive  
Kamloops, B.C., V2C TBD

(hereinafter called the “**Strata Corporation**”)

OF THE FIRST PART

AND:

**CONNAUGHT MANAGEMENT LTD d.b.a. CML  
PROPERTIES**, a company incorporated under the laws of the  
Province of British Columbia with offices at 272 Lansdowne  
Street, Kamloops, B.C., V2C 1X7

(hereinafter called the “**Agent**”)

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property and common assets of the Strata Corporation and all personnel, operations, business and all things and activities comprising or associated with or carried on in the Strata Plan.
- B. The Agent has agreed to provide certain services to the Strata Corporation.
- C. The Strata Corporation has agreed to contract with the Agent for the purposes of providing services described herein.

INITIALS

AGENT	STRATA



WITNESS THEREFORE that in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises contained herein, the parties agree, one with the other, as follows:

### Definitions

1. In this Agreement, the following terms shall have the following meanings:
  - 1.1 **“Act”** means the *Strata Property Act* and amendments thereto and any regulations adopted pursuant to the Act;
  - 1.2 **“Agent”** means the strata property agency brokerage described on page 1 hereof;
  - 1.3 **“Agent’s Fees”** means the fees payable to the Agent pursuant to Clause 5.2 of this Agreement;
  - 1.4 **“Agreement”** means this agreement, including Schedule A, Schedule B and any other schedules attached hereto, and any amendments thereto;
  - 1.5 **“Bylaws”** means the bylaws adopted by the Strata Corporation and in effect from time to time;
  - 1.6 **“Laws”** means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statutes, ordinances, rules, regulations, orders and court decisions;
  - 1.7 **“Meetings”** means all meetings of the Strata Corporation and Strata Council, including the annual general meeting, special general meeting, committee meetings, arbitrations and mediation hearings, court hearings, or other meetings requiring the Agent’s attendance pursuant to this Agreement;
  - 1.8 **“Owners”** means the owners of strata lots included in the Strata Plan;
  - 1.9 **“RESA”** means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
  - 1.10 **“Rules”** means the rules made pursuant to sec. 125 of the Act from time to time;
  - 1.11 **“Section”** means a section of the Strata Corporation created pursuant to Part 11 of the Act;
  - 1.12 **“Strata Corporation”** means the strata corporation described on page 1 hereof;
  - 1.13 **“Strata Council”** means the strata council of the Strata Corporation;

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- 1.14 “**Strata Plan**” means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.15 “**Tax**” means the Harmonized Sales Tax and/or the Goods and Services Tax as may be applicable under the *Excise Tax Act*, Provincial Sales Tax as may be applicable under the *Provincial Sales Tax Act* and any other applicable tax in replacement or substitution therefor that is applicable to the services provided under this Agreement.

### Exclusive Appointment

2. Commencing on the Commencement Date set out in item 1 of Schedule A attached hereto, the Strata Corporation hereby appoints the Agent as its sole and exclusive Agent to provide strata agency services to the Strata Corporation upon the terms and conditions herein contained, and the Agent agrees to serve the Strata Corporation in that capacity in a faithful, diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.

### Agent’s Agreement

3. The Agent hereby covenants and agrees with the Strata Corporation as follows:

### General

- 3.1 Agent Services - To furnish the services of the Agent as agent for the Strata Corporation in assisting the Strata Council in managing the affairs of the Strata Corporation;
- 3.2 Administration - To assist in the administration of the common property and common assets of the Strata Corporation under the direction of the Strata Council;
- 3.3 Strata Corporation’s Performance - To assist the Strata Council with the performance of all obligations required to be performed by the Strata Corporation pursuant to agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the affairs of the Strata Corporation;
- 3.4 Staffing – To provide sufficient staff at the Agent’s expense in order to provide the Agent’s services hereunder. The Agent may designate a representative of the Agent to be the principal contact person between the Agent and the Strata Corporation;

### Financial

- 3.5 Strata Fees - To receive and record in a timely fashion all strata fees, special levies, user fees, contributions to the contingency reserve fund, and other revenues and amounts due to the Strata Corporation;
- 3.6 Unpaid Strata Fees - To demand and attempt to recover from the Owners, all strata fees, contingency reserve fees, special levies or user fees and any and all other monies from

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time to time payable by such Owners to the Strata Corporation in any lawful manner howsoever and to make and agree to all just and reasonable abatements, payments and allowances in respect thereof;

- 3.7 Non-Payment of Strata Fees - To take legal action at the expense of the Strata Corporation for and in the name of the Strata Corporation, to effect the collection of unpaid monthly strata fees, special levies, user fees, contributions to the contingency reserve fund and any other monies due to the Strata Corporation and to sign, file and deliver certificates of liens, receipts, certificates, or acknowledgements, all at the direction of the Strata Council;
- 3.8 Annual Budget – To assist the Strata Council in budgeting the Strata Corporation revenue and expenditures and in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as required by the Act and in this regard to furnish annually, an estimate of revenues and expenses;
- 3.9 Accounting Statement - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges;
- 3.10 Bank Statement – To provide the Strata Council with a copy of each monthly bank statement for each trust account and a reconciliation of same within 6 weeks after the end of the month to which the statement relates;
- 3.11 Expenditures – To sign cheques and to otherwise pay from the Strata Corporation's funds in a timely fashion, all charges, expenses and outgoings whatsoever payable by, or chargeable to the Strata Corporation provided funds are available to make such payments and the Strata Council's authorization is provided where required;
- 3.12 Payroll Accounts – To provide payroll accounting for Strata Corporation employees, if necessary, either directly or through a third party service provider and to charge a fee for such services in the amount set forth in item 2 of Schedule A;
- 3.13 Strata Corporation's Monies - To deposit all receipts of the Strata Corporation into the appropriate trust account or accounts in accordance with the provisions of RESA, such trust accounts to be separate from the Agent's corporate accounts and deposited with an institution qualified to engage in the credit union, banking or trust business, and to withdraw funds from or transfer funds between such accounts as may be appropriate. The Agent may transfer such monies between accounts and pooled trust accounts as permitted by RESA and may invest the Strata Corporation's funds as appropriate and as permitted under RESA and sec. 95 of the Act;

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### Trust Accounts

- 3.14 Maintenance of Trust Accounts – To maintain at least one separate trust account in the name of the Strata Corporation, as further specified in item 3 of Schedule A attached hereto;
- 3.15 Contingency Reserve/Special Levy Trust Accounts - If the Agent is to hold contingency reserve money or special levy money as specified in item 3 of Schedule A, to maintain separate trust accounts for the contingency reserve money and the special levy money;
- 3.16 Statutory Review of Books - To keep full and detailed books and to make the books available for the annual review of books maintained by the Agent as required by the Real Estate Council of BC pursuant to RESA and to charge the fee specified in item 1 of Schedule B, whether or not the Strata Corporation's books are in fact reviewed in whole or in part, pursuant to the statutory review;
- 3.17 Strata Corporation's Audit - To keep full and detailed books and if directed by the Strata Corporation, to arrange for an outside accountant to conduct an audit of the Strata Corporation's books, at the Strata Corporation's cost;
- 3.18 Signing Authority – To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent;

### Meetings

- 3.19 Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 4 of Schedule A attached hereto. It being understood however, that the Agent's attendance over and above the number of Meetings specified in item 4 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 5 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

### Strata Council

- 3.20 Strata Council - To consult with and confer fully and freely with the Strata Council (in person at Meetings, or by telephone or email) on behalf of the Strata Corporation in the performance of any of the Strata Council's duties and to act upon the resolutions of the Strata Council in so far as such resolutions do not conflict with the Act, RESA, any Laws, the Bylaws, the Rules or a direction given by the Strata Corporation;. The receipt

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by the Agent of written authorization of the Strata Council is sufficient authority for the Agent to so act;

- 3.21 Assistance to Strata Council – To advise the Strata Council on the Act, and to advise the Strata Council of generally accepted practises throughout the strata agency industry. Such interpretation of the Act to be used by the Strata Council as a guide and shall not be regarded as legal advice;

### Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation and to retain the records required to be maintained by sec. 35 of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable, for such time as required by RESA or the Act, and to make available for inspection at the request of the Strata Corporation, all of the Strata Corporation's documents, accounts and records which the Agent may have and to charge an hourly fee in the amount specified in item 6 of Schedule A for the supervision of the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located.
- 3.23 Use and Disclosure of Strata Corporation Information and Personal Information of Owners – To collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the Strata Corporation, including the provision of documentation and information as required by the Act to facilitate the sale of any strata lot which shall include its distribution to the Owner's real estate licensees, potential purchasers, purchasers and their conveyancers, governmental authorities, Owners' mortgagees or other authorized requestors in accordance with the Act;
- 3.24 Owner/Tenant's Registry – To maintain a registry of all Owners and tenanted strata lots;
- 3.25 Minutes – At the request of the Strata Council, to prepare minutes for Meetings at which the Agent is in attendance, and provide the minutes of Strata Council meetings and annual and special general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as prescribed by the Act;
- 3.26 Correspondence and Forms – To receive and respond to all correspondence as directed by the Strata Council and to sign, file and deliver statutory forms including certificates, receipts, or acknowledgements, all at the direction of the Strata Council;

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## Bylaws and Rules

- 3.27 Bylaws and Rules – To familiarize itself with RESA, the Act and the Strata Corporation's Bylaws and Rules;
- 3.28 Bylaw and Rules Enforcement – To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action including legal action to enforce or stop any breach or infraction of the Bylaws and Rules, at the expense of the Strata Corporation;
- 3.29 Fines – To provide notice of fines upon the levying of fines by the Strata Council and provide follow up correspondence and initiate legal action as is necessary, at the direction and expense of the Strata Corporation;
- 3.30 Liens – To complete, sign, file and remove liens against delinquent Owners in accordance with the Act and to provide follow up correspondence and initiate legal action as necessary, all at the direction and expense of the Strata Corporation. The Agent may charge a fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;

## Insurance

- 3.31 Property Insurance – Upon the direction of the Strata Council, to secure annual updates to the insurance appraisal for the Strata Plan and to renew insurance policies as they expire pursuant to the Act. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- 3.32 E&O Insurance – Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.33 Liability Insurance – To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance policy shall list the Agent as additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;
- 3.34 Insurance Coverage – To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata Corporation at least every year. The Agent shall at the direction and cost of the Strata Corporation arrange for an insurance appraisal. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;

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- 3.35 Availability of Insurance – When assisting the Strata Corporation in obtaining the insurance described in Clauses 3.31 to 3.34, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall have no liability to the Strata Corporation or the Owners if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;
- 3.36 Agent's Insurance – The Agent shall maintain such insurance as is required by RESA;

#### Maintenance and Services

- 3.37 Contractors and Employees - To co-ordinate the work of contractors, suppliers or employees and whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and paid by the Strata Corporation and not the Agent and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors if reasonable care has been exercised in their recommendation, appointment and retention;
- 3.38 Contracts – To make and sign contracts in the name of the Strata Corporation to the extent the Agent's policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable, and to monitor and negotiate renewal or replacement of such contracts;
- 3.39 Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the common property and common assets of the Strata Corporation;
- 3.40 Emergency Services – To use commercially reasonable efforts to maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage, however the Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency;
- 3.41 Limitation on Expenditures - The Agent agrees to obtain the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act and the Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; or (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from

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damage or to maintain common services to occupants of any one or more strata lots. Where all or a portion of the expenditure falls within the jurisdiction of a Section, the Agent will seek the approval of the executive of the relevant Section to such expenditure;

### Proceedings

- 3.42 Legal Proceedings – To assist in resolution of disputes involving the Strata Corporation as directed by the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation, small claims court, human rights tribunal, internal appeals and residential tenancy disputes;
- 3.43 Legal Counsel – Any provision in this Agreement allowing the Agent to take legal action on behalf of the Strata Corporation shall mean, where appropriate or required, taking legal action through the Strata Corporation’s legal counsel;
- 3.44 Owner’s Defaults - To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion;
- 3.45 Compliance with Notices or Orders – To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- 3.46 Compliance with Laws - To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

### Other

- 3.47 Sale of Strata Lots – To provide and sign documentation as required by the Act to facilitate the sale, financing or other dealings with any strata lot at the cost of the Owner or the proposed purchaser or lender. The Agent shall be entitled to retain the fees and disbursements it charges such Owners, proposed purchasers, lenders, real estate licensees, lawyers or notaries; and
- 3.48 Fees, Rebates or Discounts – Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

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### Agent's Authorization

4. The Agent shall be deemed the Agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services set out in Clause 3 hereof and to execute all documents and contracts for and on behalf of the Strata Corporation, as directed by the Strata Council, and to commence legal proceedings at the expense of the Strata Corporation as directed by the Strata Council and to perform all other duties provided for in this Agreement.

### Strata Corporation's Agreement

5. The Strata Corporation covenants and agrees:

5.1 Indemnity - To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or wilful misconduct of the Agent;

5.2 Agent's Fees - To pay to the Agent the following fees:

- (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 7 of Schedule A;
- (b) an additional fee in the amount specified in item 8 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 4 of Schedule A;
- (c) an additional hourly fee in the amount specified in item 9 of Schedule A, for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 5 of Schedule A;
- (d) an additional fee for appearing as a witness, or assisting with litigation support, special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule B, if attached and initialled by both parties;
- (e) an additional fee in the amount specified in item 10 of Schedule A, per strata lot for each month of depositing and processing of special levies;

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- (f) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
- (g) together with any applicable Tax payable on such fees or related disbursements;
- 5.3 Payment of Agent's Fees - The Strata Corporation hereby authorises the Agent to deduct the Agent's Fees and disbursements from the strata fees, special levies, assessments, user fees and any other monies collected by the Agent pursuant to Clause 3;
- 5.4 Shortfall - That if the bills, accounts or expenses paid by the Agent pursuant to Clause 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent or if the Strata Corporation does not otherwise have sufficient funds to pay such bills, accounts or expenses, to pay the Agent the amount of such excess promptly upon request, which may include transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;
- 5.5 Costs - To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;
- 5.6 Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;
- 5.7 Exclusivity - That the Strata Corporation, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent;
- 5.8 Documentation - To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- 5.9 Bylaws and Rules - To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto; and
- 5.10 Existing Project - Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or inaccurate information in the records or materials maintained by the Agent. Nor is the Agent responsible for the past financial affairs of the Strata Corporation, including matters relating to the status of any employee or contractor of the Strata Corporation.

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The Agent will not, unless expressly directed by the Strata Corporation, conduct a detailed review of the records, information, materials or practices of the prior agent or self managed strata corporation, except as is necessary to fulfill its role going forward under this Agreement.

#### No Set Off

6. That the Strata Corporation shall not be entitled to set off against the Agent's Fees or any other monies payable to the Agent under this Agreement, any uncollected strata fees, special levies or user fees or other monies owed the Strata Corporation.

#### Agent to Receive Instructions from Strata Council

7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council, and where appropriate or circumstances require, the President or other members of the Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council, or a formal resolution of the Strata Council after a properly convened meeting of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide timely response to requests from the Agent for directions, instructions and information.

#### Financial Statements

8. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.9, and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

#### Assignment by Agent

9. The Agent may assign all of its interest in this Agreement and its rights hereunder to any other strata property brokerage, provided such assignee is a licensed strata property agent and covenants with the Strata Corporation to observe and perform the obligations of the Agent hereunder.

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### No Waiver

10. If a party to this Agreement breaches or defaults in its performance under this Agreement and the other party, expressly or implied, waives such default that waiver shall not be deemed or construed to be a waiver to any future breach or default in the performance of such defaulting party's obligations under this Agreement.

### Severance

11. That in the event that any provision of this Agreement, or any part thereof, shall be found to be invalid the remainder of this Agreement shall be binding on the parties hereto and shall be construed that the invalid provision or part thereof had been deleted from this Agreement.

### Successors and Assigns

12. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

### Amendments in Writing

13. Any amendment to this Agreement shall be effective only if it is in writing and is duly signed by the parties.

### Duration and Termination

14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A, and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
- (a) Two months after receipt by the Agent of a notice of a resolution passed by a  $\frac{3}{4}$  vote approved by the Owners, terminating this Agreement;
  - (b) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
  - (c) Immediately, through the bankruptcy of the Agent; or
  - (d) Immediately, through the insolvency or fraud of the Agent.

### After Termination

15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. Further, the Agent

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shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

### Holdback

16. Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

### No Partnership

17. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances make the Agent or any of its employees, officers or authorized representatives, to be the legal representative, partner or employee of the Strata Corporation.

### Personal Information

18. The Strata Corporation hereby consents to the collection, use and disclosure by the Agent of information about the Strata Corporation and personal information about the Owners, for all purposes consistent with the matters contemplated herein.

### Disclosure of Conflicts

19. If at any time, the Agent determines it is in a conflict of interest with the Strata Corporation, the Agent shall give written notice of such conflict to Strata Council as soon as reasonably possible. The Strata Corporation hereby acknowledges and consents to the Agent acting for other strata corporations, and sections and owners within such strata corporations.

### Disclosure of Payments

20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person providing other products or services, the Agent shall disclose the details thereof to the

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Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

### Charges for Documents

21. The Agent, without further specific disclosure to the Strata Corporation, shall be entitled to charge and retain fees (which fees may include a disbursement component) for the following

- (a) the provision of Form B (and all attachments) and Form F and other statutory form as required by the *Strata Property Act*;
- (b) the provision of copies of minutes, Bylaws, Rules, strata plans, engineering reports, financial statements and similar documents of the Strata Corporation when requested by Owners (other than the original distribution of same) or any other person authorized to receive such documents;

and any and all priority fees charged for the priority provision of such documents in accordance with the fees specified in the attached Schedules. The Strata Corporation hereby authorizes the Agent to use a third party to facilitate the provision of the Form B and Form F such as eStrataHub or a similar service provider of this nature.

### Sections, the Strata Corporation and Owners

22. The Strata Corporation hereby consents to the Agent acting as agent for the Strata Corporation and any or all of the Sections of the Strata Corporation. The Strata Corporation hereby consents to the Agent providing property rental services or trading services to individual Owners. The Agent shall enter into separate agency agreements with each Section for which it is to provide strata management services or financial management services, and separate service agreements with each individual Owner, and will advise the Strata Corporation in writing when it commences acting for such Sections or any individual Owner.

### Primary Client and Secondary Client

23. The Agent hereby declares that the Agent's "primary client" is as specified in item 6 of Schedule B (the "Primary Client") and the "secondary client" is as specified in item 6 of Schedule B (the "Secondary Client" or "Secondary Clients"). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

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### Conflict with Sections

24. The Strata Corporation acknowledges that potential conflicts may arise between a Section and the Strata Corporation or between Sections. In that case, the Agent will notify the Strata Corporation and all affected Sections of the conflict. The Agent may (a) continue to act for the Agent's Primary Client and cease to act for the Secondary Client with respect to the matter giving rise to the conflict; (b) withdraw from the matter giving rise to the conflict in a manner consistent with the applicable Rules, RESA or other professional rules; or (c) to obtain the informed consent of the Strata Corporation and any Section involved, to proceed in assisting the parties. If the Agent ceases to act for the Secondary Client with respect to the matter giving rise to the conflict pursuant to section 24(a) above, the Agent shall notify the Secondary Client of such action in writing. If the Agent withdraws pursuant to subsection 24(b), the modification in the services to be provided by the Agent will be documented in writing. If the Agent obtains the informed consent of the Strata Corporation and any Section involved pursuant to subsection 24(c), the agreement of parties for the Agent to proceed in such circumstances shall be documented in writing. If the Agent withdraws from the matter, the Agent will help the Strata Corporation and the applicable Section(s) retain other advisors and will make a smooth transfer of appropriate file materials and information.

### Conflict with Owners

25. If the Agent is providing property rental services or trading services to individual Owners, there may be conflicts as between such Owners, the Strata Corporation and the Sections. If the Strata Corporation or a Section is declared to be the Agent's Primary Client, the Agent will provide full representation to the Primary Client and the Agent shall provide limited representation to the Owners.

### Limited Services to Secondary Client

26. In the event of a conflict where the Agent continues to act for the Agent's Primary Client and ceases to act for the Secondary Client with respect to the matter giving rise to the conflict, the Agent will not be able to:
- (a) act in the Secondary Client's best interests, if those interests conflict with the interests of a Primary Client;
  - (b) act in accordance with the Secondary Client's instructions, if acting in accordance with those instructions would lead the Agent to breach any of the Agent's obligations to a Primary Client;
  - (c) maintain the confidentiality of information about the Secondary Client; or
  - (d) disclose to the Secondary Client's any confidential information about the Primary Client.

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### Sections and Expenses

27. The Agent will work with the Strata Corporation and the Sections to appropriately allocate costs and expenses as between the Strata Corporation and the Sections in accordance with the Act, the Bylaws and any policies of the Strata Corporation and the Sections. Where possible the Agent shall obtain the agreement of the Strata Corporation and the Sections as to a policy for allocating routine expenditures and shall allocate such expenditures in a manner consistent with such policy. Where practical the Agent shall obtain the agreement of the Strata Corporation and the Sections as to the allocation of unusual expenditures before the expenditure is authorized or made. Where the Strata Corporation and the Sections cannot agree as the allocation of an expenditure, the expenditure shall be allocated in accordance with the previously adopted practices or policies or if no such practice or policy is applicable, the expenditure shall be allocated to the Strata Corporation, pending the resolution by the Strata Corporation and the Sections as to how the expense shall be allocated.

### Sections Accounts

28. The Agent will establish separate accounts for any Section that it is acting for, in addition to any account it maintains for the Strata Corporation as required by RESA and the Act.

### Joint Meetings

29. Where the Agent is acting for the Strata Corporation and one or more Sections, the Agent may, with the written consent of the Strata Council and the Section Executive, hold joint meetings of Strata Corporation and one or more Sections (or between the Sections). Such consent may be provided generally or for specific meetings. The Agent shall take reasonable steps when preparing agendas for such joint meetings to indicate where agenda items require the approval of the Strata Council or a particular Section Executive and resolutions with respect to such matters will be voted on only by the Strata Council or the relevant Section Executive. Joint minutes may be taken and maintained as part of the minutes of the Strata Corporation and the respective Sections in attendance. Upon the request of a Strata Council Member or an Executive Member at or prior to the meeting, certain matters pertaining to just the Strata Corporation or a particular Section, may be discussed at an in-camera portion of the meeting, with the minutes of such in-camera portions of the meeting being made available to appropriate entity only.

### Annual Review Fee

30. Annually, the parties shall review the fees and other charges payable under this Agreement. Any such change in fees or charges, shall be agreed to between the parties and shall be evidenced in writing which may include a formal fee amendment agreement or a letter from the Agent to the Strata Corporation setting out such agreed changes in the fees and charges signed by the Agent and two members of the Strata Council.

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AGENT	STRATA

EXECUTED ON BEHALF OF THE  
OWNERS, STRATA PLAN EPSXXX  
by its authorized signatories:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

EXECUTED ON BEHALF OF  
CONNAUGHT MANAGEMENT LTD. d.b.a.  
CML PROPERTIES  
by its authorized signatories:

\_\_\_\_\_  
Authorized Signatory

INITIALS	
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## SCHEDULE A

1. Clause 2 Commencement Date: TO BE DETERMINED
2. Clause 3.12 Fee for providing payroll services: \$n/a
3. Clause 3.14 and 3.15 The Agent shall maintain the following trust accounts on behalf of the Strata Corporation (check if applicable):
- ☒ Operating fund trust account
- ☒ Contingency reserve trust account
- ☒ Special levy trust account
- ☐ Other: \_\_\_\_\_
4. Clause 3.19 Maximum Number of Meetings: Up to Four (4) plus One (1) Annual / Special General Meeting
5. Clause 3.19 Maximum Hours per Meeting: Two (2)
6. Clause 3.22 Hourly fee for supervision of inspection of records: \$80.00 (plus applicable taxes)
7. Clause 5.2(a) Monthly Agents' Fee: \$ 750.00 per month (plus applicable taxes) payable on the 1<sup>st</sup> day of each month
8. Clause 5.2(b) An additional fee for each Meeting over the maximum number: \$250.00 (plus applicable taxes) for a council meeting and \$500.00 (plus applicable taxes) for a Special General Meeting.
9. Clause 5.2(c) Hourly rate for attendance at each Meeting over specified number of hours: \$80.00 (plus applicable taxes)
10. Clause 5.2(e) An additional fee of \$10.00 (plus applicable taxes) per strata lot for each month of depositing and processing of special levies: (with a minimum fee of \$300.00 (plus applicable taxes))

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## SCHEDULE B

### Special Terms and Amendments

1. Clause 3.16 Annual fee for the statutory review of books: \$250.00 (plus applicable taxes)
2. Clause 3.30 Fee for administration of liened receivables: \$100.00 (plus applicable taxes)
3. Clause 5.2(d) Additional fees:  
  
Litigation Support and Civil Resolution Tribunal Assistance & Support (Section 3.42): \$80.00 per hour (plus applicable taxes)  
  
Special Projects: To be negotiated  
  
Major Renovations: To be negotiated  
  
Supervising Independent Audits: To be negotiated
4. Clause 5.2(f) Additional fees:  
  
Maintenance Rate: \$48.00 per hour (plus applicable taxes) (subject to change upon written notice)
5. Clause 5.5 Mailing Costs: At cost  
  
Long Distance Telephone Charges: At cost  
  
Courier Costs: At cost  
  
Other Service Charges: \$25.00 (plus applicable taxes) per title search  
  
Storage Charges: \_\_\_\_\_
6. Clause 15 Cost of photocopying: \$0.25 per page (plus applicable taxes) (subject to change upon written notice)
7. Clause 23 Primary Client: EPSXXX – The Burrows  
  
Secondary Client:  
  
Secondary Client:
8. Special Terms \_\_\_\_\_

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## **SCHEDULE C**

### **CONFLICT OF INTEREST WHEN PROVIDING CONCURRENT REPRESENTATION TO STRATA CORPORATION AND OWNERS**

#### **Primary (Strata Corporation) and Non-Primary Client (Owner)**

Strata property agents often provide strata management services to strata corporations and property rental services or trading services to owners of strata lots in the strata corporation. As such there may be conflicts as between such owners and the Strata Corporation.

The Agent hereby declares that the Strata Corporation is the Agent's "primary client" and the Agent will provide full representation to the Strata Corporation and the Agent shall provide limited representation to the owners it is providing rental management or trading services to.

INITIALS	
<input type="text"/>	<input type="text"/>
AGENT	STRATA

*Strata Property Act*

FORM J  
**RENTAL DISCLOSURE STATEMENT**  
*(Section 139)*

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

PID: 029-789-052      Lot A District Lot 268 Kamloops Division Yale District  
 Plan EPP55975

PID: 029-789-061      Lot B District Lot 268 Kamloops Division Yale District  
 Plan EPP55975

This Rental Disclosure Statement is:

- ☒ the first Rental Disclosure Statement filed in relation to the above-noted strata plan
- ☐ a changed Rental Disclosure Statement filed under section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on \_\_\_\_\_, and,

1. The development described above includes 92 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot <i>(strata lot number as shown on the strata plan)</i>	Date Rental Period Expires <i>(specify a date - "indefinitely" or timing related to an event is not acceptable)</i>
N/A	N/A

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

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 92 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot <i>(strata lot number as shown on the strata plan)</i>	Date Rental Period Expires <i>(specify a date - "indefinitely" or timing related to an event is not acceptable)</i>
Strata Lots 1 - 92 inclusive	December 31, 2036

\*Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to the strata lot described in

this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

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

Date: \_\_\_\_\_, 2016.

ADALARD HOLDINGS LTD.

Per:

\_\_\_\_\_  
Signature of Owner/Developer

## CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

**THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.**

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

### Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:  
 - attending to execution documents.  
 Costs of clearing title, including:- investigating title,  
 - discharge fees charged by  
   encumbrance holders,  
 - prepayment penalties.  
 Real Estate Commission (plus GST).  
 Goods and Services Tax (if applicable).

### Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses: - searching title, - drafting documents. Land Title Registration fees. Survey Certificate (if required). Costs of Mortgage, including: - mortgage company's Lawyer/Notary.	- appraisal (if applicable) - Land Title Registration fees. Fire Insurance Premium. Sales Tax (if applicable). Property Transfer Tax. Goods and Services Tax (if applicable).
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7. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)  
 Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
9. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_ MLS® NO: \_\_\_\_\_

SELLER: <u>Adalard Holdings Ltd.</u> SELLER: _____ ADDRESS: <u>PO Box 1166</u> <u>Kamloops BC</u> _____ PC: <u>V2C 6H3</u> PHONE: _____ RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/> as defined under the <i>Income Tax Act</i> .	BUYER: _____ BUYER: _____ ADDRESS: _____ _____ PC: _____ PHONE: _____ OCCUPATION: _____
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### PROPERTY:

\_\_\_\_\_ - 8800 Dallas Drive  
 UNIT NO. \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_  
Kamloops BC  
 CITY/TOWN/MUNICIPALITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

PID \_\_\_\_\_ OTHER PID(S) \_\_\_\_\_

Proposed Strata Lot \_\_\_\_\_, of Lot A, DL 268, KDYD, Plan EPP5597

#### LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

**1. PURCHASE PRICE:** The purchase price of the Property will be \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (Purchase Price)

**2. DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: \_\_\_\_\_

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to \_\_\_\_\_ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS



**3. TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

The Burrows Addendum to form part of contract ( 5 pages).  
Realtor Disclosure of Interest in trade has been recieved by Buyer.

Financing  
Subject to a new first mortgage being made available to the Buyer by \_\_\_\_\_.  
This condition is for the sole benefit of the Buyer.

Property Disclosure Statement  
Subject to the Buyer receiving and approving the Sellers Property Disclosure Statement dated \_\_\_\_\_ on or before \_\_\_\_\_.  
This condition is for the sole benefit of the Buyer.

Title  
Subject to the Buyer receiving and approving a copy of the state of Title and its contents on or before \_\_\_\_\_. This condition is for the sole benefit of the Buyer.  
The Buyer acknowledges that he/she will take title on completion containing nonfinancial charges set out in the title.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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INITIALS

4. **COMPLETION:** The sale will be completed on \_\_\_\_\_, yr. \_\_\_\_\_  
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ m. on  
\_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any:  
\_\_\_\_\_
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of \_\_\_\_\_, yr. \_\_\_\_\_ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

**BUT EXCLUDING:** \_\_\_\_\_  
\_\_\_\_\_

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on \_\_\_\_\_ yr. \_\_\_\_\_
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

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INITIALS

PROPERTY ADDRESS

- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein:
  - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
  - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
- 20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.
- 20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

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INITIALS

**21. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with

MIKE MITCHELL PREC\* who is licensed in relation to ROYAL LEPAGE WESTWIN RLTY.  
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with

\_\_\_\_\_ who is licensed in relation to \_\_\_\_\_  
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

\_\_\_\_\_  
DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

having signed a Limited Dual Agency Agreement dated \_\_\_\_\_

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.


**22. ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:


A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

**23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**


**24. OFFER:** This offer, or counter-offer, will be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X \_\_\_\_\_  \_\_\_\_\_  
WITNESS BUYER PRINT NAME

X \_\_\_\_\_  \_\_\_\_\_  
WITNESS BUYER PRINT NAME

**25. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

X \_\_\_\_\_  Adalard Holdings Ltd.  
WITNESS SELLER PRINT NAME

X \_\_\_\_\_  \_\_\_\_\_  
WITNESS SELLER PRINT NAME

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

**THE BURROWS****ADDENDUM TO CONTRACT OF PURCHASE AND SALE  
BETWEEN \_\_\_\_\_ (AS BUYER)  
AND ADALARD HOLDINGS LTD. (AS SELLER) IN RESPECT OF  
STRATA LOT \_\_\_\_\_**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **REAL ESTATE DEVELOPMENT MARKETING ACT REQUIREMENTS:**

**RESCISSION RIGHTS**

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

**Policy 5 - Early Marketing - Development Approval**

- a. The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- b. If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- c. The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- d. All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

**Policy 6 – Adequate Arrangements – Utilities and Services**

- a. The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
- b. The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
  - i. prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
  - ii. upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- c. Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
  - i. If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
  - ii. The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
  - iii. All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

2. **NO ASSIGNMENT OF CONTRACT**

The Buyer has no right to assign this Contract and the Buyer acknowledges that the Seller



**may refuse consent to such assignment in its sole discretion.**

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in this Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Buyer's interest in the Property or in this Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under this Contract but will continue to remain liable to perform all obligations of the Buyer under this Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

**3. COMPLETION DATE**

The sale will be completed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Completion Date"). The Buyer agrees that the Completion Date may be extended by the Seller without penalty and without entitling the Buyer to withdraw from the transaction, provided that the Seller exercises all reasonable diligence in completing construction of improvements, and further provided that the Completion Date will not be later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the Final Date). If the Completion Date has been extended pursuant hereto, the Buyer agrees to complete within two weeks of receipt of a written notice from the Seller confirming that the Seller is ready to complete. Provided always that the Completion Date will be extended for a period equivalent to the amount of time lost in completion of construction of improvements on the Property by reason of unforeseen circumstances, including, without limitation, time lost from strikes, lockouts, climatic conditions, soil conditions, acts of governmental authorities, fire, explosion, acts of God, enemies of the Queen or other circumstances beyond the exclusive control of the Seller.

Notwithstanding the foregoing it will be a condition precedent of closing that the Seller will provide an interim occupancy certificate for the Property issued by the City of Kamloops.

**4. ADJUSTMENT AND POSSESSION DATE**

All usual adjustments both ingoing and outgoing of whatsoever nature will be made as of the Completion Date. The Buyers will obtain possession of the Property free of all tenancies on the Completion Date, and after the balance of the Purchase Price has been paid.

**5. PRE-CLOSING INSPECTION & DEFICIENCY HOLDBACK**

The parties will conduct a walk through inspection of the Property no later than \_\_\_\_ days prior to the Completion Date. Any and all deficiencies will be itemized in writing. The Buyer will be at liberty to holdback from the Purchase Price the value of the deficiencies (as determined by the parties acting reasonably) pending remediation by the Seller within 60 days of the Completion Date. Notwithstanding the foregoing there will be no holdback for the value of any incompletd landscaping or common area works. Any and all disputes in connection with remediation of deficiencies or the holdback will be determined by a single arbitrator appointed by the parties by agreement or failing which by a judge of the Supreme Court of BC. Costs of the arbitration will be awarded to the prevailing party.

6. **TAXES**

The Purchase Price is exclusive of, and the Buyer will pay, all applicable taxes in connection with the purchase of the Property, including BC property purchase tax and federal goods and services tax (GST).

In respect of the payment of GST the Buyer will pay GST to the Seller net of the New Housing Rebate ("Rebate"). If the Buyer is not eligible for the Rebate or does not complete or execute the documentation to assign the benefit of the Rebate to the Seller the Purchase Price will be increased by an amount equal to the Rebate that would have been otherwise available with respect to this purchase. If Canada Revenue Agency disallows all or any part of the Rebate claimed, the Buyer will immediately, upon receiving written demand from the Seller, reimburse such disallowed amount to the Seller together with any interest and penalties that the Seller is required to pay under the *Excise Act* as a result of such disallowance.

7. **EXTRAS**

The Seller may accept changes and alterations ("Extras") to the plans and specifications for the construction of improvements on the Property subject to the following conditions:

- a. prior to starting work on any Extras the Seller and Buyer will agree in writing on:
  - i. the price of the Extras which will be added to the Purchase Price and paid along with the Purchase Price at the Completion Date and which price will include:
    - (1) \$250.00 per change; plus
    - (2) the cost to complete the Extra; plus
    - (3) and administration fee if 15% of the total of the two previous items;
- b. executor by the Buyer of any required documentation of the Seller in respect other Extras;
- c. any necessary extension to the Completion Date as a result of the Extras.

8. **SITE INSPECTION**

The Buyer will not attend at the Property while construction is underway without the written authorization of the Seller or its authorized agent. The Seller may impose such conditions of access as the Seller may reasonably require.

9. **CONCRETE**

The Seller does not warrant any concrete sidewalk, pathways, driveways or other concrete surface area. The Buyer is encouraged to apply proper sealants to protect such areas and extend longevity.

10. **COSTS**

It will be the Buyer's responsibility to prepare the documents necessary to complete this transaction and the Buyer will deliver to the Seller a Transfer in registrable form and a Statement of Adjustments at least 3 days prior to the Completion Date.

The Buyer will bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Seller. The Seller will bear all costs of clearing title.

11. **BUILDER LIEN HOLDBACK**

The lien holdback provisions of the *Builders Lien Act* and the *Strata Property Act* will be complied with. The Seller's lawyers will hold 7% of the Purchase Price in trust until such time as the lien period as prescribed in the *Builders Lien Act* has expired.

12. **SELLER'S ELECTION**

The Seller may rescind the Contract up to and including the \_\_\_\_ day of \_\_\_\_\_, if the Seller has not sold, in the Seller's sole discretion, sufficient strata lots within the development. Upon such rescission, the Buyer will be entitled to an immediate return of all deposits but will have no further claim against the Seller.

The Buyer agrees that this condition is for the sole benefit of the Seller, and the inclusion of this provision will not in any way affect the Buyer's obligations pursuant to this Contract.

13. **RISK**

The Property will be at the risk of the Seller until the Completion Date or actual possession by the Buyer, whichever occurs first, and in the event of loss or damage to the same occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other Act of God, explosion or civil commotion, the Buyer may at his option cancel this Contract and will thereupon be entitled to the return of any monies paid hereunder. The same will be at the risk of the Buyer from the Completion Date or actual possession by the Buyer, whichever occurs first.

14. **GENERAL**

- a. The Buyer acknowledges receipt of:
  - i. Realtor Disclosure of Interest in trade;
  - ii. Seller's Disclosure Statement and all addendum's thereto.
- b. All measurements as provided by the Seller in respect of the Property and all improvements thereon are approximate.
- c. It is understood and agreed that there are no representations, warranties, guarantees or conditions other than those contained within this Contract. The representations and warranties contained herein will survive completion and the conveyance of the Property to the Buyer.
- d. Any notice, document or communication required or permitted to be given under this Contract will be in writing and either delivered by hand, transmitted by fax,

or sent by prepaid mail to the Seller or to the Buyer as the case may be, at the address noted on page 1 of the Contract. The time of giving such notice, document or communication will be, if delivered, when delivered, if sent by fax, then on the day of transmission and if mailed, then on the third business day after the day of mailing.

e. In this Contract:

- (i) The singular includes the plural and vice-versa;
- (ii) The masculine includes the feminine and vice-versa;
- (iii) Any reference to a party includes that party's heirs, executors, administrators and assigns and in the case of a corporation, its successors and permitted assigns; and
- (iv) Any covenant, proviso, condition or agreement made by two or more persons will be construed as several as well as joint.

15. **TIME**

**TIME SHALL BE OF THE ESSENCE HEREOF.** In the event that the purchase and sale contemplated by this Contract is not completed on the Completion Date (or the Completion Date as extended pursuant to the above paragraph 3) as a result of the Buyer's default, the Seller may, at its election, cancel this Contract and the amount paid by the Buyer as a deposit will be absolutely forfeited to the Seller as liquidated damages or the Seller may, at its option, elect not to cancel this Contract, but retain the deposit without prejudice to the rights of the Seller to obtain from the Buyer by an action for specific performance or otherwise, payment in full of the Purchase Price or pursue the Buyer for damages arising out of the Buyer's failing to complete this Contract or pursue any other remedy available to the Seller.