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## DISCLOSURE STATEMENT

for

*Arizona Heights*

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**DEVELOPER:** DESOLATION SOUND LAND CORP.

**MAILING ADDRESS:** 4048 Craig Road  
Campbell River, B.C. V9H 1N3

**ADDRESS FOR SERVICE:** 4048 Craig Road  
Campbell River, B.C. V9H 1N3

**REAL ESTATE AGENT:** Don Corder, PREC\* and Rhonda Corder  
Team Corder  
RE/MAX Check Realty Ltd.  
950 Island Highway  
Campbell River, B.C. V9W 2C3  
Telephone: (250) 286-1187

**DATE:** July 8, 2022

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THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE BUT NEITHER THE SUPERINTENDENT OF REAL ESTATE, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THIS 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.

**THIS DISCLOSURE STATEMENT RELATES TO A DEVELOPMENT PROPERTY THAT IS NOT YET COMPLETED. PLEASE REFER TO SECTION 7.2 AND EXHIBIT "10" FOR INFORMATION ON THE PURCHASE AGREEMENT. THAT INFORMATION HAS BEEN DRAWN TO THE ATTENTION OF**

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**WHO HAS CONFIRMED THAT FACT BY INITIALING THE SPACE PROVIDED HERE:**

*Purchaser(s) Initial* \_\_\_\_\_

\_\_\_\_\_

**DISCLOSURE STATEMENT**

**FOR**

*Arizona Heights*

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**LIST OF EXHIBITS**

- Exhibit "1" - Bare Land Strata Plan (draft)
- Exhibit "2" - Schedule of Unit Entitlement (Form V)
- Exhibit "3" - Schedule of Voting Rights (Form W)
- Exhibit "4" - Schedule of By-laws, *Strata Property Act*
- Exhibit "5" - Budget
- Exhibit "6" - Rental Disclosure Statement
- Exhibit "7" - Existing Encumbrances and Legal Notations
- Exhibit "8" - Owner Developer's Notice of Different By-laws
- Exhibit "9" - Sketch Plan showing preliminary layout of buildings
- Exhibit "10" - Form of Real Estate Contract

**1. THE DEVELOPER**

1.1 Developer

Name: **DESOLATION SOUND LAND CORP.**

Address: 4048 Craig Road  
Campbell River, B.C. V9H 1N3

(hereinafter referred to as “the developer”)

The developer is a company which was duly incorporated pursuant to the laws of the Province of British Columbia on August 30, 1996 under number BC0526197.

1.2 Purpose of Developer’s Company

The purpose of the developer’s company is to develop residential land developments and dwelling units, including but not limited to, a twenty-eight (28) bare land strata lot subdivision located at 343 Arizona Drive, in the City of Campbell River, in the Province of British Columbia. The developer is a company incorporated for the purpose of developing real estate projects.

1.3 Registered and Records Office

The developer’s address for service is as follows:

4048 Craig Road  
Campbell River, British Columbia V9H 1N3

1.4 Names of Directors

Pursuant to Section 14 of the *Real Estate Development Marketing Act* and Section 9 of the Regulations, the following director, being the sole director of the company, is required to sign this disclosure statement:

CRAIG DONALD DUNCAN

1.5 Developer’s Background

- (1) The developer has worked in the construction industry within the Province of British Columbia for a period exceeding twenty-five (25) years. The developer has been involved in a wide range of projects including construction of single and multi-family residential dwellings.

- (2) Within the ten year period immediately prior to the date of the developer's declaration attached to this disclosure statement, the developer, the principal holder of the developer and the officer/director of the developer has not been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (3) In the five year period before the date of the developer's declaration attached to this disclosure statement, the developer, the principal holder of the developer and the officer/director of the developer has not been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency and has not been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (4) To the best of the developer's knowledge and belief, no director, officer or principal holder of the developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's Declaration attached to this disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
  - (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud;
  - (b) 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.

#### 1.6 Potential Conflicts

There are no existing or potential conflicts among the developer, manager, any director, officer and principal holder of the developer and manager and any person providing goods or services to the developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's decision to purchase.

## **2. GENERAL DESCRIPTION**

### **2.1 General Description of Development**

This is a bare land strata development (hereinafter referred to as “the development”) located at 343 Arizona Drive, in the City of Campbell River, in the Province of British Columbia, consisting of twenty-eight (28) bare land strata lots which will be owned individually, together with a proportionate share in the common property and other assets of the strata corporation.

The strata plan annexed hereto as **Exhibit “1”**, shows the number and size of the twenty-eight (28) bare land strata lots and indicates areas designated as common property.

The overall development is adult oriented and consists of twenty-eight (28) bare land strata lots, to be developed in one phase as shown on **Exhibit “1”**.

### **2.2 Permitted Use of Lots**

The bare land strata lots are zoned Residential Multiple One (RM-1) by the City of Campbell River which allows for construction of duplex style residential dwellings consisting of two units. Additional information regarding this zoning may be obtained from the City of Campbell River, located at 301 St. Ann’s Road, Campbell River, B.C. V9W 4C7 (telephone: (250) 286-5700; email: *DevelopmentServices@campbellriver.ca*).

### **2.3 Building Construction**

The developer will apply for any required building permits and construct improvements on the bare land strata lots. A building permit will be issued by the City of Campbell River for each bare land strata lot relating to the construction on each lot.

The developer does not intend to register a building scheme on the title to the lots.

### **2.4 Phasing**

This bare land strata development has one phase only.

## **3. STRATA INFORMATION**

### **3.1 Unit Entitlement**

The Schedule of Unit Entitlement (Form V) will be registered in the Land Title

Office at Victoria, British Columbia and is annexed as **Exhibit "2"**.

3.2 Voting Rights

Each strata lot will have one vote, which shall be shared if there is more than one owner as set out in the Schedule of Voting Rights (Form W) attached as **Exhibit "3"**. This document will be registered in the Land Title Office.

3.3 Common Property and Facilities

The development will have the following common assets, located on the common property:

- (a) internal roadways and access;
- (d) sewer, water and utility servicing.

There are no restrictions or special privileges relating to their use, except as follows:

- various Statutory Rights of Way over the common property relating to utility services (i.e. water, natural gas, hydro, telephone).

3.4 Limited Common Property

The developer does not intend to designate any areas as limited common property.

3.5 By-Laws

The strata corporation by-laws are the Schedule of Bylaws and amendments thereto, copies of which is attached as **Exhibit "4"**.

The developer will submit the Owner Developer's Notice of Different By-laws annexed as **Exhibit "8"** to the Land Title Office for registration.

3.6 Parking

Parking shall be limited to driveways installed on the bare land strata lots and not on the common property.

3.7 Budget

Each strata lot owner will be responsible for all utilities and other service used on each strata lot such as electricity, telephone, cable and internet access. Owners will also be responsible for arranging garbage collection.

The strata corporation will be responsible for the cost of utilities and other services that are used on the common property. These costs include electricity for the common property lighting, snow removal, liability insurance, cleaning and maintenance of common areas, and landscape maintenance relating to all common areas.

A copy of the estimated operating budget of the strata corporation, including an allocation between individual strata lot owners is attached as **Exhibit "5"**.

3.8 Utilities and Services

The following services will be available to each strata lot included within the development:

- |                      |                          |
|----------------------|--------------------------|
| (i) water;           | (vi) internet/telephone; |
| (ii) electricity;    | (vii) access;            |
| (iii) sewage;        | (viii) television        |
| (iv) natural gas;    |                          |
| (v) fire protection; |                          |

All servicing has been completed by the developer, except any connection fees that may apply which shall be the responsibility of each owner.

It is proposed that the owners of undeveloped lots shall not be responsible for cost of water consumption and levies for sewer until a final inspection certificate is issued by the City of Campbell River relating to construction of a residential dwelling on such property, at which time the owner will be responsible for the owner's proportionate share of these costs.

3.9 Strata Management Contracts

No strata management contracts are proposed by the developer that would affect a purchaser.

3.10 Insurance

Each owner must arrange for insurance relating to their property, including but not limited to fire, loss of personal effects, liability, earthquake, etc.

A policy of insurance will be held in the name of the strata corporation, providing liability coverage and having a minimum limit of \$2,000,000.00.

3.11 Rental Disclosure Statement

The rental disclosure statement annexed hereto as **Exhibit "6"** has been filed with the Superintendent of Real Estate.

4. **TITLE AND LEGAL MATTERS**

4.1 Legal Description

The legal description of the bare land strata lots is as follows:

Strata Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Section 16, Township 1, Comox District, Strata Plan EPS8587, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V.

4.2 Ownership

The registered owner of the lands is PARKWAY PROPERTIES LTD. The developer, DESOLATION SOUND LAND CORP. has entered into a contract with PARKWAY PROPERTIES LTD. to acquire all of the property described in paragraph 4.1 and has the exclusive right to market and sell the property referred to herein.

4.3 Existing Encumbrances and Legal Notations

The titles to the bare land strata lots are subject to the existing encumbrances and legal notations as set out in **Exhibit "7"**.

4.4 Proposed Encumbrances

Statutory right of way documents will be registered in favour of BC Hydro and other utilities granting access to the property for purposes of installation of

services and granting access to the property for purposes of future maintenance and replacement.

4.5 Outstanding or Contingent Liabilities

There are no outstanding or contingent liabilities relating to the development property or against the developer that may affect the strata corporation or the bare land strata lots.

4.6 Environmental Matters

The developer is not aware of any problems relating to flooding, or other environmental matters that affect, or could affect, the property.

5. **CONSTRUCTION AND WARRANTIES**

5.1 Construction Dates

Servicing of this development will be completed by December 31, 2022.

The developer expects that commencement of construction will occur during an estimated date range between January 1, 2023 and February 28, 2023. The developer further anticipates that completion of construction, including registration of the strata plan in the Land title Office will be finalized between September 30, 2023 and October 31, 2023.

5.2 Warranties

New construction warranty coverage will be provided through National Home Warranty for each residential dwelling unit constructed on the bare land strata lots. A New Home Warranty Certificate providing details of coverage will be delivered to each purchaser (i.e. defects in material and labour up to 2 years; building envelope warranty 5 years; structural warranty 10 years; limited to the coverage specified in such certificate). Warranty coverage specifics may be viewed online at [www.travelerscanada.ca](http://www.travelerscanada.ca).

6. **APPROVALS AND FINANCES**

6.1 Development Approval

The development received a development permit from the City of Campbell River on the 24<sup>th</sup> day of May, 2022.

6.2 Construction Financing

The developer has financing approval relating to the development.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other monies received shall be held in the trust account of the selling agent, conveyancing lawyer or notary in the manner required by the *Real Estate Development Marketing Act*, until such time as a Freehold Transfer is registered in the Land Title Office, evidencing the interest of the purchaser.

7.2 Purchase Agreement

The developer intends to utilize the form of contract of purchase and sale attached hereto and marked **Exhibit "10"**.

In accordance with Policy Statement #14 issued by the Superintendent of Real Estate under the Act, certain aspects of the purchase agreement **Exhibit "10"**, are being brought to the attention of purchasers as follows:

(a) Termination Provisions of the Purchase Agreement

If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within twelve (12) months after the initial disclosure statement was filed, the buyer may cancel the purchase agreement at any time after the end of that twelve (12) month period until the required amendment is received by the buyer, at which time the buyer may cancel the purchase agreement during a period of seven (7) days after receipt of the amendment, only if the layout or size of the applicable development unit, the construction of a major common facility or the general layout of the development is materially changed by the issuance of the building permit.

Time shall be of the essence of the contract. Unless all payments on account of the purchase price and applicable taxes, together with the adjustments and all other amounts payable to the vendor are paid on the due date set out in the contract, the seller may terminate the contract, which shall not be in lieu of any other remedies that may be available to the seller as a result of the purchaser's failure to deliver to such funds.

(b) Extension Provisions of the Purchase Agreement

It is understood and agreed between the parties that the time within which construction of the dwelling shall be completed shall be reasonably extended in the event of a delay due to strikes, fire, lightening, acts of God, weather delays or any other cause beyond the control of the builder of his servants or agents; provided that if such extension is greater than sixty (60) days, the buyer may at its option terminate the contract by written notice delivered to the seller.

If the seller cannot obtain the occupancy permit by the completion date, then the seller will give the buyer written notice. Any extension to the completion date will be made by mutual agreement of the seller and buyer. Provided always, that the completion date shall be extended for a period equivalent to the length of time in completion of construction of the dwelling is delayed caused by unforeseen circumstances, including, without limitation, time lost due to strikes, climate conditions, acts of God, or other circumstances beyond the control of the seller.

There shall be no fee for an extension of the contract.

(c) Assignment Provisions of the Purchase Agreement

Contracts may not be assigned by the purchaser to a third party, and the purchaser shall be liable to the vendor under the contract.

(d) Deposit Interest Provisions of the Purchase Agreement

No interest shall be paid or payable to the purchaser on any deposit paid. Subject to the terms set forth in the contract, if the vendor fails to complete the transaction, the deposit shall be refunded to the purchaser forthwith.

7.3 Developer's Commitments

The developer has no commitments that will be met after the completion of any sale of the strata lots.

7.4 Other Material Facts

The developer does not intend to enter into any material contracts that would impose obligations or restrictions on any potential purchaser.

**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, 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 defence available under Section 22 of the Act.

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**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 8th day of July, 2022.**

**DESOLATION SOUND LAND CORP.  
by its authorized signatory:**

  
\_\_\_\_\_  
CRAIG DONALD DUNCAN

All directors in their personal capacity:

  
\_\_\_\_\_  
CRAIG DONALD DUNCAN

**EXHIBIT "1"**

Bare Land Strata Plan (*draft*)

PROPOSED BARELAND STRATA PLAN OF LOT 2,  
SECTION 16, TOWNSHIP 1, COMOX DISTRICT, PLAN EPP108970.

PLAN EPS8587

BCCS MAPSHEET 92F.094



ALL DISTANCES ARE IN METRES UNLESS OTHERWISE STATED.  
THE REDUCED PLAN SIZE OF THIS PLAN IS 300mm IN WIDTH AND  
240mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500.

LEGEND

THIS PLAN LIES WITHIN INTERMEDIATE SURVEY AREA No. 29, CAMPBELL BRVCL,  
MADRS(CSR5) S.A.S.B.C.1.MV1

DRG BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL  
MONUMENTS BR61018 AND 8742343 AND ARE REFERRED TO THE CENTRAL  
MERIDIAN OF UTM ZONE 10.

- INDICATES STANDARD HIGH POST FOUND.
- INDICATES STANDARD HIGH POST SET.
- ⊙ INDICATES GEODETIC CONTROL MONUMENT FOUND.
- △ INDICATES TRIANGULAR HUB SET.

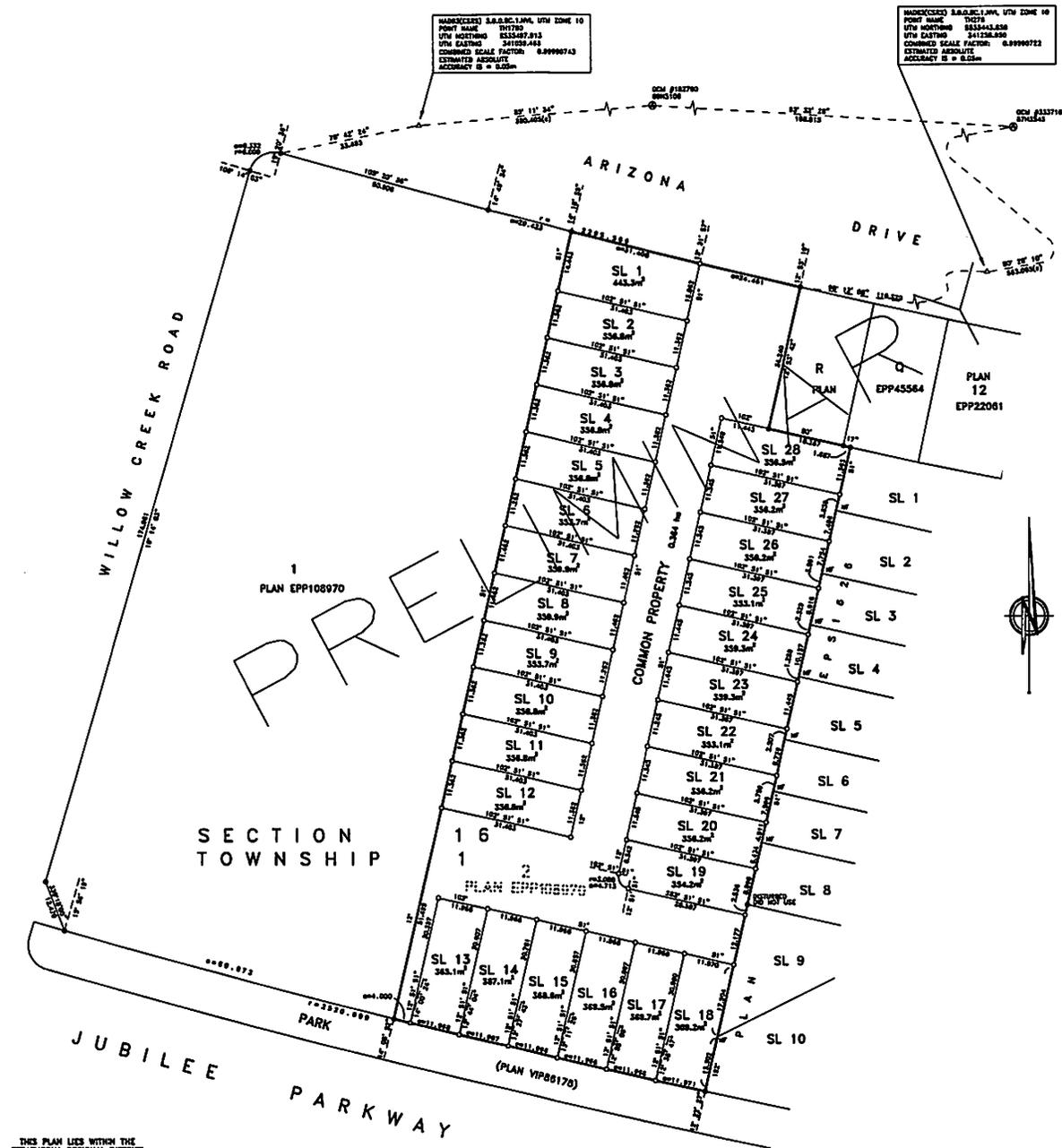
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF  
SUBAREA. THE AVERAGE CORRECTION FACTOR HAS BEEN DETERMINED  
BASED ON AN ELLIPSOIDAL ELEVATION OF 16.3m.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED  
ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND  
STANDARD DEVIATIONS FOR CONTROL MONUMENTS BR61018 AND  
8742343.

THIS PLAN LIES WITHIN THE JURISDICTION OF THE  
APPROVING OFFICER FOR THE CITY OF CAMPBELL RIVER.

MADRS(CSR5) S.A.S.B.C.1.MV1, UTM ZONE 10  
POINT NAME: 10279  
UTM NORTHING: 8335487.813  
UTM EASTING: 240285.483  
CORRECTION SCALE FACTOR: 0.99999743  
ESTIMATED ABSOLUTE  
ACCURACY IS ± 0.02m

MADRS(CSR5) S.A.S.B.C.1.MV1, UTM ZONE 10  
POINT NAME: 10279  
UTM NORTHING: 8335487.813  
UTM EASTING: 240285.483  
CORRECTION SCALE FACTOR: 0.99999743  
ESTIMATED ABSOLUTE  
ACCURACY IS ± 0.02m



THIS PLAN LIES WITHIN THE  
STRATACONA REGIONAL DISTRICT  
AND THE CITY OF CAMPBELL RIVER

**MCELHANEY ASSOCIATES**  
LAND SURVEYING LTD.  
PROFESSIONAL LAND SURVEYORS  
1158 COMOX STREET  
CAMPBELL RIVER, B.C.  
V9W 3A2  
TEL: (250) 287-7798

UTM ZONE 10, MADRS(CSR5) S.A.S.B.C.1.MV1 COORDINATES

TABULAR MARKING	COORD.	NORTHING	EASTING	ELEVATION	POINT COMBINED SCALE FACTOR	ESTIMATED ABSOLUTE ACCURACY
BR61018	112790	8335487.813	241607.700	12.200	0.99999800	0.02m
8742343	103175	8335517.262	241174.221	82.57	0.99999800	0.02m

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED  
ON THE 13th DAY OF 2022.  
DAVID H. LLOYD-GIBSON, BCLS (P) & CLS

**EXHIBIT "2"**

Strata Form V - Schedule of Unit Entitlement

***Strata Property Act***

**FORM V**

**SCHEDULE OF UNIT ENTITLEMENT**

*(Sections 245(a), 246, 264)*

Re: Strata Plan EPS8587 being a Strata plan of

031-368-042

LOT 2, SECTION 16, TOWNSHIP 1, COMOX DISTRICT, PLAN EPP108970.

**Complete and file only the applicable form of schedule.**

---

**BARE LAND STRATA PLAN**

The unit entitlement for each bare land strata lot is one of the following [*check appropriate box*], 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

Strata Lot No.	Sheet No.	Total Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
1	1	443.3	1	3.57
2	1	356.8	1	3.57
3	1	356.8	1	3.57
4	1	356.8	1	3.57
5	1	356.8	1	3.57
6	1	353.7	1	3.57
7	1	359.9	1	3.57
8	1	359.9	1	3.57
9	1	353.7	1	3.57
10	1	356.8	1	3.57
11	1	356.8	1	3.57
12	1	356.8	1	3.57
13	1	365.1	1	3.57
14	1	367.1	1	3.57
15	1	368.6	1	3.57
16	1	369.5	1	3.57
17	1	369.7	1	3.57
18	1	369.2	1	3.57
19	1	354.2	1	3.57
20	1	356.2	1	3.57
21	1	356.2	1	3.57
22	1	353.1	1	3.57
23	1	359.3	1	3.57
24	1	359.3	1	3.57
25	1	353.1	1	3.57
26	1	356.2	1	3.57
27	1	356.2	1	3.57
28	1	356.5	1	3.57
<b>Total number of lots: 28</b>			<b>Total unit entitlement: 28</b>	

\*\* expression of percentage is for informational purposes only and has no legal effect  
 \*\* not required for a phase of a phased strata plan

Dated: \_\_\_\_\_

DAN SAMSON, AUTHORIZED SIGNATORY,  
 PARKWAY PROPERTIES LTD.  
 INC. NO. BC0743665

**EXHIBIT "3"**

Strata Form W – Schedule of Voting Rights

***Strata Property Act***

**FORM W**

**SCHEDULE OF VOTING RIGHTS**

*(sections 245(b), 247, 248, 264)*

Re: Strata Plan EPS8587 being a Strata plan of

031-368-042

LOT 2, SECTION 16, TOWNSHIP 1, COMOX DISTRICT,  
PLAN EPP108970.

The strata plan is composed of 0 nonresidential strata lots, and 28 residential strata lots.

The number of votes per strata lot is one of the following *[check appropriate box]*, as set out in the following table.

- (a) the number of votes per residential strata lot, if any, is 1, and the number of votes per nonresidential strata lot is calculated in accordance with section 247(2)(a)(ii) of the *Strata Property Act*.

**OR**

- (b) the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247(2)(b) of the *Strata Property Act*.

**OR**

- (c) the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the *Strata Property Act*.

---

Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
1	Residential	1	1
2	Residential	1	1
3	Residential	1	1
4	Residential	1	1
5	Residential	1	1
6	Residential	1	1
7	Residential	1	1
8	Residential	1	1
9	Residential	1	1
10	Residential	1	1
11	Residential	1	1
12	Residential	1	1
13	Residential	1	1
14	Residential	1	1
15	Residential	1	1
16	Residential	1	1
17	Residential	1	1
18	Residential	1	1
19	Residential	1	1
20	Residential	1	1
21	Residential	1	1
22	Residential	1	1
23	Residential	1	1
24	Residential	1	1
25	Residential	1	1
26	Residential	1	1
27	Residential	1	1
28	Residential	1	1
<b>Total number of strata lots: 28</b>			<b>Total number of votes: 28</b>

Dated: \_\_\_\_\_

\_\_\_\_\_  
DAN SAMSON, AUTHORIZED SIGNATORY,  
PARKWAY PROPERTIES LTD.  
INC. NO. BC0743665

**EXHIBIT "4"**

Strata Property Act – Schedule of Standard Bylaws

[View Complete Statute](#)

This Act is current to June 8, 2022

See the Tables of Legislative Changes for this Act's legislative history, including any changes not in force.

## **STRATA PROPERTY ACT**

### **[SBC 1998] CHAPTER 43**

#### **Schedule of Standard Bylaws**

#### **Division 1 — Duties of Owners, Tenants, Occupants and Visitors**

##### **Payment of strata fees**

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

##### **Repair and maintenance of property by owner**

- 2** (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.  
(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

##### **Use of property**

- 3** (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2)** An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) one dog or one cat.

#### **Inform strata corporation**

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

#### **Obtain approval before altering a strata lot**

- 5 (1) 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) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

#### **Obtain approval before altering common property**

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

### **Permit entry to strata lot**

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

### **Division 2 — Powers and Duties of Strata Corporation**

#### **Repair and maintenance of property by strata corporation**

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,

- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 — Council**

#### **Council size**

- 9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **Council members' terms**

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) to (5) [Repealed 1999-21-51.]

#### **Removing council member**

- 11** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

#### **Replacing council member**

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **Officers**

- 13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling council meetings**

- 14** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## **Repealed**

**15** [Repealed 2009-17-35.]

## **Quorum of council**

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Council to inform owners of minutes**

- 19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### **Delegation of council's powers and duties**

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and

- (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

## **Division 4 — Enforcement of Bylaws and Rules**

### **Maximum fine**

- 23 The strata corporation may fine an owner or tenant a maximum of
  - (a) \$50 for each contravention of a bylaw, and
  - (b) \$10 for each contravention of a rule.

### **Continuing contravention**

- 24 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.

## **Division 5 — Annual and Special General Meetings**

### **Person to chair meeting**

- 25 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among

those persons who are present at the meeting.

### **Participation by other than eligible voters**

- 26** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **Voting**

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **Order of business**

- 28** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **Division 6 — Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 — Marketing Activities by Owner Developer**

#### **Display lot**

- 30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

**EXHIBIT "5"**

Budget

# Arizona Heights

Strata EPS8587

## INTERIM BUDGET FOR THE YEAR – January 1, 2023 to December 31, 2023

### REVENUE

Strata Fee Assessments	\$ 43,680.00
	<u>\$ 43,680.00</u>

### EXPENSES

<b>Accounting and Legal</b>	\$ 600.00	
<b>Bank Charges</b>	360.00	
<b>Garbage/Recycling</b>	2,740.00	
<b>Hydro</b>	1,700.00	
<b>Landscaping Maintenance</b>	7,000.00	
<b>Strata Insurance</b> - common property liability coverage and coverage for common area assets	5,000.00	
<b>Homeowner's Insurance</b> - owners to arrange coverage with their own insurance agent for each building		
<b>Maintenance</b> - general labour	350.00	
- miscellaneous repairs	250.00	
<b>Miscellaneous</b>	1,000.00	
<b>Snow Removal</b>	3,000.00	
<b>Water &amp; Sewer</b> (estimated \$700.00 annual cost x 28)	19,600.00	<u>41,600.00</u>
<b>Amount by which Strata Fee Assessments exceeds budget</b>		<u>\$ 2,080.00</u>

**Contingency** (5% of budget - \$41,600.00); paid by developer: **\$ 2,080.00**  
- to be paid by developer

**Strata Fees payable for each lot:** \$43,680.00 divided by 28;  
then divided by 12 months = \$130.00 month

# Arizona Heights

Strata EPS8587

## SCHEDULE OF MONTHLY STRATA FEES

<u>S.L. #</u>	<u>Amount</u>
1	\$ 130.00
2	130.00
3	130.00
4	130.00
5	130.00
6	130.00
7	130.00
8	130.00
9	130.00
10	130.00
11	130.00
12	130.00
13	130.00
14	130.00
15	130.00
16	130.00
17	130.00
18	130.00
19	130.00
20	130.00
21	130.00
22	130.00
23	130.00
24	130.00
25	130.00
26	130.00
27	130.00
28	130.00
	<hr/>
	\$ 3,640.00
	<hr/> <hr/>

**EXHIBIT "6"**

Rental Disclosure Statement

**Strata Property Act**

**Form J**

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

**RENTAL DISCLOSURE STATEMENT**

(Section 139)

RE: Strata Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Section 16, Township 1, Comox District, Strata Plan EPS8587  
being a proposed strata plan of the lands located in Campbell River, British Columbia and currently legally described as:

P.I.D. 031-368-042

Lot 2, Section 16, Township 1, Comox District, Plan EPP108970

This rental disclosure statement is the first Rental Disclosure Statement filed in relation to the above-noted strata plan.

1. The development described above includes 28 residential bare land strata lots.
2. The residential bare land 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.

---

<b>Description of Strata Lot</b> [strata lot number as shown on the strata plan]	<b>Date Rental Period Expires</b> [specify a date – “indefinitely” or timing related to an event is not acceptable]
N/A	N/A

---

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 the 19 residential bare land strata lots, as described below, until the date set out opposite each strata lot description.

---

<b>Description of Strata Lot</b> [strata lot number as shown on the strata plan]	<b>Date Rental Period Expires</b> [specify a date – “indefinitely” or timing related to an event is not acceptable]
Strata Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Section 16, Township 1, Comox District, Strata Plan EPS8587	January 1, 2123

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

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

DATE: July 8, 2022

**Signature of Owner Developer**

DESOLATION SOUND LAND CORP.  
by its authorized signatories:

  
\_\_\_\_\_  
CRAIG DONALD DUNCAN

## EXHIBIT "7"

### Existing Encumbrances and Legal Notations

The following encumbrances shall affect the strata lots:

#### Legal Notations

- CA6359901 Permit registered by the City of Campbell River imposing restrictions on the developer (*to be discharged by the property owner*)
- FB88901 Permit registered by the City of Campbell River imposing restrictions on the property owner (*to be discharged by the property owner*)
- N23032 Zoning Regulation and Plan under the Aeronautics Act (Canada)

#### Encumbrances

- 48537G Exceptions and Reservations in favour of the Esquimalt & Nanaimo Railway Company
- 54438G Undersurface rights in favour of the Esquimalt & Nanaimo Railway Company
- J88300 Undersurface rights in favour of Her Majesty the Queen in right of the Province of British Columbia
- FB402768 Section 219 Covenant in favour of the City of Campbell River relating to a previous phase of the subdivision (*to be discharged by the property owner*)
- CA7438352 Statutory Right of Way in favour of Fortis Energy Inc.

**EXHIBIT "8"**

Owner Developer's Notice of Different Bylaws

*Strata Property Act*

FORM Y

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS**

(Section 245(d); Regulation 14.6(2))

RE: Strata Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Section 16, Township 1, Comox District, Strata Plan EPS8587

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

PETS

1. The owner of each strata lot shall be permitted to have the maximum number of pets permitted under the Schedule of Standard Bylaws pursuant to the *Strata Property Act* provided that if any pets are permitted outdoors, the rear yard area of the strata lot must be fully fenced using the same materials as the perimeter fencing to ensure that this area is enclosed.

All pets must be licensed, quiet, have a mild temperament, generally kept indoors and not create a nuisance.

RENTALS

2. Rental of the strata lots shall be restricted to a minimum lease period of one (1) year. No short term rentals are permitted which restriction shall apply to all rentals including those made under websites advertising rentals such as Airbnb, VRBO or similar short term agreements.

Date: July 8, 2022

PARKWAY PROPERTIES LTD.  
by its authorized signatories:

\_\_\_\_\_  
Name:

**EXHIBIT "9"**

Sketch Plan showing Preliminary Layout of Buildings

SITE PLAN SHOWING THE PROPOSED DUPLEX'S ON:  
STRATA LOTS 1-28, SECTION 16, TOWNSHIP 1,  
COMOX DISTRICT, STRATA PLAN EPS8587 (UNREGISTERED)

CLIENT REF:  
DESOLATION SOUND LAND CORP.

FIG. NO. P203-111  
10 5 0 10 25m  
ALL DISTANCES ARE IN METRES UNLESS OTHERWISE STATED.  
THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH AND  
560mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:300.

CITY ADDRESS  
351 ARIZONA DRIVE,  
CAMPELL RIVER, B.C.

THIS PLAN WAS PREPARED FOR BUILDING PERMIT PURPOSES AND IS  
FOR THE EXCLUSIVE USE OF DESOLATION SOUND LAND CORP.  
THIS PARCEL IS AFFECTED BY COVENANTS ENABLING A STATUTORY RIGHT  
OF WAY CAPABILITY, AND MAY BE AFFECTED BY A PERMIT UNDER PART  
14 OF THE LOCAL GOVERNMENT ACT (GASBERRY) AND A PERMIT UNDER  
PART 28 OF THE LOCAL GOVERNMENT ACT (BARRIS).  
CONFORMANCE WITH CHARGE(S) HAVE NOT BEEN VERIFIED BY  
MEASUREMENT.

ALL ELEVATIONS ARE GEODETIC  
CONTOUR INTERVAL 0.5m

⊕ - DENOTES SPOT ELEVATION  
- - - - - ROAD

BUILDING FOOTPRINT	LOT AREA	LOT COVERAGE
SL 1	199.0m <sup>2</sup>	44.3m <sup>2</sup> 22.2%
SL 2	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 3	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 4	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 5	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 6	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 7	212.8m <sup>2</sup>	359.3m <sup>2</sup> 59.1%
SL 8	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 9	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 10	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 11	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 12	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 13	197.8m <sup>2</sup>	365.1m <sup>2</sup> 54.1%
SL 14	197.8m <sup>2</sup>	365.1m <sup>2</sup> 54.1%
SL 15	197.8m <sup>2</sup>	365.1m <sup>2</sup> 54.1%
SL 16	197.8m <sup>2</sup>	365.1m <sup>2</sup> 54.1%
SL 17	197.8m <sup>2</sup>	365.1m <sup>2</sup> 54.1%
SL 18	197.8m <sup>2</sup>	365.1m <sup>2</sup> 54.1%
SL 19	199.0m <sup>2</sup>	354.2m <sup>2</sup> 58.2%
SL 20	199.0m <sup>2</sup>	354.2m <sup>2</sup> 58.2%
SL 21	199.0m <sup>2</sup>	354.2m <sup>2</sup> 58.2%
SL 22	199.0m <sup>2</sup>	354.2m <sup>2</sup> 58.2%
SL 23	212.8m <sup>2</sup>	359.3m <sup>2</sup> 59.1%
SL 24	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 25	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 26	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 27	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%
SL 28	199.0m <sup>2</sup>	356.8m <sup>2</sup> 55.8%

NOTE:  
THIS LOT IS AFFECTED BY DEVELOPMENT  
PERMIT NO. P2000056 WITH VARIANCE FOR LOT COVERAGE.

NOTE:  
THE HOUSE SHOWN ON THIS SITE PLAN WAS MODIFIED  
FROM THAT SHOWN ON THE ORIGINAL CONSTRUCTION DRAWINGS  
AT THE OWNERS REQUEST.

NOTE:  
THE COVERED PATIOS SHOWN WITH A 2" ROOF OVERHANG FROM  
THE SUPPORT POST, EXCLUDING SOFFITS.

ELEVATION SUMMARY SL 1/2	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-11.30m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-13.20m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-14.30m

ELEVATION SUMMARY SL 3/4	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-12.24m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.24m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-15.34m

ELEVATION SUMMARY SL 5/6	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-11.88m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.88m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-15.98m

ELEVATION SUMMARY SL 7/8	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-13.81m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-15.81m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.20m
MAXIMUM MAIN FLOOR ELEVATION	-17.01m

ELEVATION SUMMARY SL 9/10	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-14.28m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-16.28m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-17.38m

ELEVATION SUMMARY SL 11/12	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-13.00m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-15.00m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-16.10m

ELEVATION SUMMARY SL 13/14	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-12.81m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.81m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.20m
MAXIMUM MAIN FLOOR ELEVATION	-16.01m

ELEVATION SUMMARY SL 15/15	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-12.81m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.81m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.20m
MAXIMUM MAIN FLOOR ELEVATION	-16.01m

ELEVATION SUMMARY SL 17/18	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-13.00m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-15.00m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-16.10m

ELEVATION SUMMARY SL 19/20	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-11.88m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.88m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-15.98m

ELEVATION SUMMARY SL 21/22	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-12.24m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.24m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-15.34m

ELEVATION SUMMARY SL 23/24	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-12.28m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.28m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-15.38m

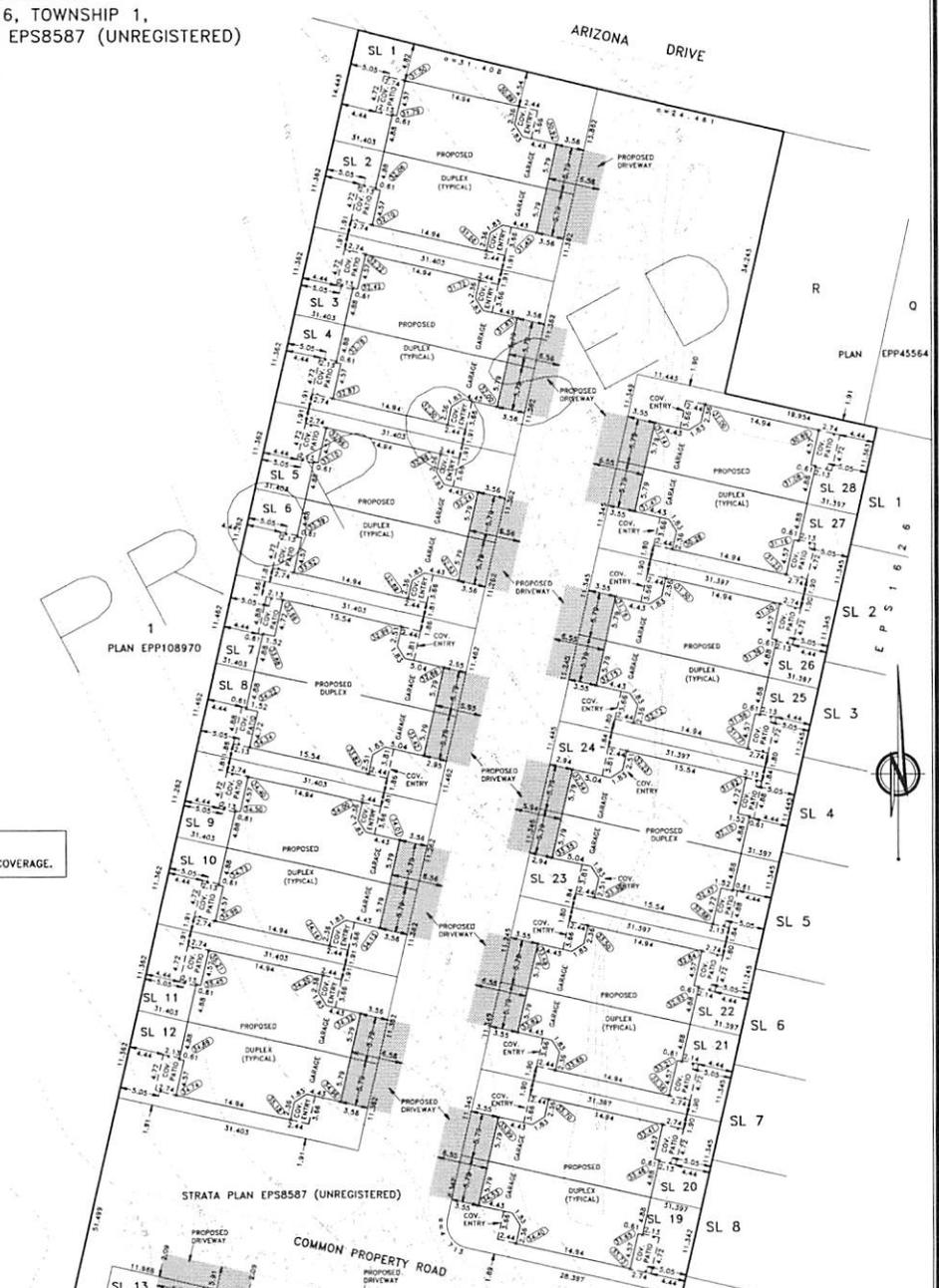
ELEVATION SUMMARY SL 25/26	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-11.81m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.81m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-15.91m

ELEVATION SUMMARY SL 17/28	
MEAN OF GROUND ELEVATION OF FOOTPRINT (Geoids)	-11.62m
MAX. BUILDING HEIGHT (BT-LAW)	8.00m
MAX. BUILDING ELEVATION TO MID ROOF	-14.62m
BUILDING HEIGHT MAIN FLOOR TO MID ROOF (FROM CONST. PLANS)	-1.10m
MAXIMUM MAIN FLOOR ELEVATION	-15.72m

The signatory accepts no responsibility or liability for any damages that  
may be suffered by a third party as a result of any decisions made, or  
actions taken based on this document.  
All rights reserved. No person may copy, reproduce, transmit or alter  
this document in whole or in part without the consent of the signatory.

David Ludwigson  
W/C DTF  
Digitally signed by  
David Ludwigson  
DN: cn=David Ludwigson,  
o=W/C DTF,  
c=BC,  
15-18-42-0700

LAND SURVEYING LTD.  
PROFESSIONAL LAND SURVEYORS  
1188 DOODWOOD STREET  
CAMPELL RIVER, B.C.  
V9V 5A2  
TEL: (250) 287-7799  
FILE 2222-20270 SITE OVERALL



**EXHIBIT "10"**

Contract of Purchase and Sale

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL**

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):** In the *Real Estate Services Act*, under Section 28 it 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 one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization 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 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 REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has 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.

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE  
**RESIDENTIAL** (continued)

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).

In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.

8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.

9. **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. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.

10. **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. Among the obligations included in Section 53 of the Real Estate Services Rules: 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.

11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.

12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ MLS® NO: \_\_\_\_\_

BUYER: \_\_\_\_\_ SELLER: DESOLATION SOUND LAND CORPORATION

BUYER: \_\_\_\_\_ SELLER: BC0526197 INC

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: 4048 CRAIG RD

\_\_\_\_\_ CAMPBELL RIVER \_\_\_\_\_ BC

\_\_\_\_\_ PC: \_\_\_\_\_ V9H 1N3

**PROPERTY:**

343 ARIZONA DRIVE

UNIT NO. ADDRESS OF PROPERTY

CAMPBELL RIVER BC

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

PROPOSED STRATA LOT \_\_\_\_\_, SEC 16, TWN 1, COMOX DIST, PLAN E 8587 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

REFER TO DISCLOSURE STATEMENT FIRST AMENDMENT EXHIBIT 10

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 \$ \_\_\_\_\_  
 \_\_\_\_\_  
**PLUS GST** \_\_\_\_\_ 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 RE/MAX CHECK REALTY 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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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**HOME WARRANTY:** The Seller warrants the home is being built with the home warranty coverage provided by National Home Warranty and upon completion the purchaser will receive confirmation of the enrollment number and the warranty begins on possession.

**EXTENSION PROVISIONS OF THE PURCHASE AGREEMENT:** It is understood and agreed between the parties that the time within which construction of the dwelling shall be completed shall be reasonably extended in the event of a delay due to strikes, fire, lightning, acts of God, weather delays or any other cause beyond the control of the builder of his servants or agents; provided that if such extension is greater than sixty (60) days, the buyer may at its option terminate the contract by written notice delivered to the seller. If the seller cannot obtain the occupancy permit by the completion date, then the seller will give the buyer written notice. Any extension to the completion date will be made by mutual agreement of the seller and buyer. Provided always, that the completion date shall be extended for a period equivalent to the length of time in completion of construction of the dwelling is delayed caused by unforeseen circumstances, including, without limitation, time lost due to strikes, climate conditions, acts of God, or other circumstances beyond the control of the seller. There shall be no fee for an extension of the contract.

**BUILDER'S LIEN HOLDBACK:** The Buyer will holdback from the sale proceeds, as a builders lien holdback under the Builders Lien Act, an amount equal to 7% of the purchase price for 55 days after the date of issuance of the Occupancy Permit. The Seller's lawyer or notary will place the holdback in trust account for the benefit of the Seller.

**FAX/EMAIL:** All Parties agree that fax and/or email copies of this contract are acceptable.

**BUYERS' ACCEPTANCE OF APPROXIMATIES:** Purchaser(s) are aware and accept the square footage, dimensions and room measurements of the home are approximate and will verify if important. Buyer(s) to investigate to their satisfaction before final subject removals any questions or concerns regarding property size, boundaries, zoning usage, or environmental restrictions.

Purchaser(s) are aware and accept that any images, floorplans and/or artist renditions of the home contained on internet or in any marketing materials are for marketing purposes only, and that the constructed home may not be exactly as shown.

**WALK-THROUGH:** It is a fundamental term of this contract that the Seller complete all work and provide the Purchaser with a final inspection certificate issued by the City of Campbell River prior to closing. The Buyer and a representative of the Seller will jointly conduct a walk-through inspection of the Property no later than 2 days before the Completion Date. Upon completion of that inspection, the Buyer and the Seller will complete a mutually agreed deficiency list ("Deficiency List") detailing all items that are to be remedied by the Seller (each, a "Deficiency") and a value for each Deficiency to be remedied. The Buyer and the Seller will sign and date the Deficiency List which will then form part of this Contract.

The quality of work and materials used by the Seller to correct the Deficiencies will be equal to or better than that of the surrounding construction. The Seller will use all commercially reasonable efforts to remedy the Deficiencies before the Completion Date.

**SUBSTITUTION OF MATERIALS:** The purchaser(s) acknowledge and accept that the builder may, at the builder's discretion, substitute material(s) or fixture(s) for other equal or higher quality materials or fixture(s) in the event that an original building material or fixture is unavailable or deficient. This substitution will be at no additional cost to the Buyer, however inasmuch as the builder will attempt to match the colour and design (where applicable) to the original materials, this substitution may result in a slight variance to colour and/or design.

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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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**BUYERS' REQUEST FOR CHANGES:** At any point following the acceptance of this contract, a buyer may request changes to the building plan, finishing, fixtures, colors or design of the structure. These requested changes must be agreeable to both the Buyer and the Seller, and in the event of an upgrade to materials or increased labour costs, the buyer will be responsible for the cost of the change in advance, including costs of materials and labour plus a 15% change fee (over and above the costs of labour and materials), with a minimum change fee of \$100 per change. All changes noted above will be agreed to by both the Buyer and the Seller, and the amount due for the upgrades including materials, labour and change fee will be paid in full by the Buyer to the Seller prior to the upgrades being installed. The Seller may, at the Seller's sole discretion, waive the required 15% change fee if the changes to the building plan, finishing, fixtures, colors or design of the structure are requested and approved prior to the commencement of construction of the home.

**INDEPENDENT LEGAL/FINANCIAL ADVICE:** The Purchaser(s) acknowledge and accept that they have been advised to seek independent legal and financial advice concerning the contents of this contract, including any advice concerning any applicable rebates or exemptions from GST or Property Transfer Tax due and payable upon completion of this contract. The Buyer will be responsible to pay any GST in connection with this transaction. The Seller and Buyer agree that the purchase price is PLUS NET GST based on the Buyer assigning any applicable Rebate to the Seller, and that the price shown in Clause 1 is PLUS GST.

**ASSIGNMENT PROVISIONS OF THE PURCHASE AGREEMENT:** Contracts may not be assigned by the purchaser to a third party, and the purchaser shall be liable to the vendor under the contract.

**DEPOSIT NON-REFUNDABLE:** The Purchaser(s) acknowledge and accept that, in addition to and as per the terms outlined in Clause 2 [DEPOSIT], the deposit will be payable to the Seller's Brokerage within 24 hours of acceptance of this contract or as identified in Clause 2, and held by the Seller's Brokerage in trust until all Buyer's subjects have been satisfied and removed. Should the Purchaser, after removing all subjects, fail to complete on the Contract, the deposit will be forfeited to the Seller, and will not be refunded to the Purchaser(s), which shall not be in lieu of any other remedies available to the Seller.

**DEPOSIT INTEREST PROVISIONS OF THE PURCHASE AGREEMENT:** No interest shall be paid or payable to the purchaser on any deposit paid. Subject to the terms set forth in the contract, if the vendor fails to complete the transaction, the deposit shall be refunded to the purchaser forthwith.

**BUYER CONDITIONS:** The following subject conditions (if any) are for the sole benefit of the Buyer(s) and may be waived or removed unilaterally:

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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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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 \_\_\_\_\_ o'clock \_\_\_\_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:  
**See attached spec sheet and appliance package**

**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, wire transfer 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.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
12. **TIME:** Time will be of the essence hereof, and unless the balance of the 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, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
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 "Designated Agent(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:

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

- 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 British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

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.
21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

- A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with TEAM CORDER  
DESIGNATED AGENT(S)  
DON CORDER PREC\*, RHONDA CORDER  
who is/are licensed in relation to RE/MAX CHECK REALTY  
BROKERAGE

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INITIALS

- B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with \_\_\_\_\_  
DESIGNATED AGENT(S)  
\_\_\_\_\_ who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

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INITIALS

- C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with \_\_\_\_\_  
DESIGNATED AGENT(S)  
\_\_\_\_\_ who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE  
having signed a dual agency agreement with such Designated Agent(s) dated \_\_\_\_\_

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INITIALS

- D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has 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.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES 

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INITIALS

NO 

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INITIALS

		
_____ BUYER	_____ BUYER	_____ BUYER
_____ PRINT NAME	_____ PRINT NAME	_____ PRINT NAME
_____ WITNESS	_____ WITNESS	_____ WITNESS

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. \_\_\_\_\_

The Seller declares their residency:

RESIDENT OF CANADA 

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 NON-RESIDENT OF CANADA 

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 as defined under the *Income Tax Act*.

		
_____ SELLER	_____ SELLER	_____ SELLER
<b>DESOLATION SOUND LAND CORP</b> _____ PRINT NAME	_____ PRINT NAME	_____ PRINT NAME
_____ WITNESS	_____ WITNESS	_____ WITNESS

\*PREC represents Personal Real Estate Corporation

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