

# DISCLOSURE STATEMENT OF NORTHLAND DEVELOPMENTS LTD.

**3028 South Alder Street  
June 13, 2023**

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Developer: NORTHLAND DEVELOPMENTS LTD.

Address for Service: Unit 1 - 701 Sitka Street, Campbell River, British Columbia V9H 0E5

Business Address: Unit 1 - 701 Sitka Street, Campbell River, British Columbia V9H 0E5

Development: **An eight (8) unit strata townhome development, in conjunction with, and in addition, to a four (4) unit strata development on an adjoining lot, details of which are set out in a form of disclosure statement to be annexed to this Disclosure Statement as an exhibit**

Developer &/or the Developer's Brokerage (if any):

The Developer intends to market the strata lots for sale under this Disclosure Statement. Any employees of the Developer who market the strata lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of purchasers. In addition to marketing the strata lots itself, the Developer may also utilize the services of Royal LePage Advance Realty, of 972 Shoppers Row, Campbell River, British Columbia V9W 2C5. The Developer reserves the right to change its agents or appoint additional agents from time to time.

## 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.**

**This is a Phased Disclosure Statement filed pursuant to the Real Estate Development Marketing Act.**

**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 \_\_\_\_\_ who has confirmed that fact by initialing in the space provided here \_\_\_\_\_.**

## 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 to the Developer or the Developer's brokerage, if any, 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.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice 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 savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the Developer or the Developer's trustee must promptly return the deposit to the Purchaser.

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**EXHIBITS**

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- Exhibit "A" Development Permit**
- Exhibit "B" Strata Plan**
- Exhibit "C" Zoning**
- Exhibit "D" Schedule of Unit Entitlement**
- Exhibit "E" Strata Corporation Bylaws**
- Exhibit "F" Estimated Budget and Monthly Assessments**
- Exhibit "G" Contract of Purchase and Sale**
- Exhibit "H" Lot 12 Disclosure Statement**

## 1. DEVELOPER

**Name of Developer: NORTHLAND DEVELOPMENTS LTD.**

### 1.1. Incorporation Particulars of the Developer

Northland Developments Ltd.  
Jurisdiction of Incorporation: British Columbia  
Date of Incorporation: November 13, 2019  
Incorporation Number: BC1230147

1.2. The Developer was incorporated for the purpose of developing the strata lots described in this Disclosure Statement. The Developer has no significant assets other than the Lands (as that term is defined in paragraph 4.1 below).

1.3. The Developer has a registered and records office at 906 Island Hwy, Campbell River, British Columbia, V9W 2C3.

1.4. The Directors of the Developer are:

**Evan Larkam**

### 1.5. Background of the Developer, Directors and Officers

(a) The Developer was formed on November 13, 2019, for the purposes of acting as the Developer, and as such, it has real estate development experience developing and constructing a eight (8) unit townhome development at 3016 South Alder Street in Campbell River BC.

Evan Larkam is a director of the Developer and has approximately 11 years' experience in real estate acquisition and development across Western Canada. Mr. Larkam has over 19 years of combined experience in real estate sales, development, and property management in personal commercial real estate.

(b) To the best of the Developer's knowledge, neither the Developer nor any principal holders of the Developer nor any director or officer of the Developer or principal holder, within ten (10) years before the date of the Developer's declaration attached to the Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or a 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.

(c) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, or any director or officer of the Developer or principal holder has within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, declared bankruptcy or made a voluntary assignment in bankruptcy, made a proposal under any legislation

relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- (d) To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five (5) years prior to the date of the Developer's declaration attached to Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity:
  - (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, and describe any penalties or sanctions imposed, 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.

## 1.6 Conflicts

The Developer is not aware of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the Purchaser's purchase decision.

## 2. GENERAL DESCRIPTION OF THE DEVELOPMENT

### 2.1. Description

The Developer intends to construct, on the Lands, an eight (8) unit townhome development (the "**Development**"), in conjunction with, and in addition, to a 4-unit townhome development on a lot that is adjoined with the Lands. The Development will include private parking (described in Part 3 of this Disclosure Statement).

It is expected that the Development, when completed, will consist of eight (8) strata titled residential townhome units, on the Lands (collectively, the "**Strata Lots**" and each a "**Strata Lot**"), all to be stratified in accordance with the provisions of the *Strata Property Act*. This Development will be built in conjunction with, and in addition, to a 4-unit townhome development on a lot described as Parcel Identifier 031-593-364, Lot 12, Section 17, Township 1, Comox District Plan EPP114699 ("**Lot 12 Plan EPP114699**"), which is adjoined with the Lands, details of which are set out in a form of disclosure statement to be annexed to this Disclosure Statement as an exhibit.

The townhome units will be woodframe construction on concrete slab foundation. Exterior finishes will include cement fibre and wood with black vinyl windows. The roof surfaces will be asphalt shingles. Interior finishes will include vinyl plank in the bathrooms, laminate wood in main living areas on first and second storey, and carpet in the stairwells, upstairs hallways, and bedrooms. Cabinetry will have a white finish and light wood cabinets with white quartz countertop.

The City of Campbell River issued a Development Permit on August 22, 2022 under number P22000199. A copy of the Development Permit is annexed to this Disclosure Statement at Exhibit 'A'.

The City of Campbell River has issued Building Permits for the Development on January 4, 2023 under number: BP004097 and BP004099.

A copy of the preliminary strata plan depicting the Strata Lots is annexed at Exhibit 'B' (the "**Preliminary Strata Plan**"). Dimensions and locations of the Strata Lots as shown on the Preliminary Strata Plan may vary when the final surveyed strata plan for the Development (the "**Strata Plan**") is completed. A copy of the final Strata Plan will be delivered to purchasers before the sale of a Strata Lot is completed. The Developer reserves the right to alter the division of Strata Lots, and to join or divide any of the Strata Lots, and/or consolidate any part of the Common Property or Limited Common Property such that the number of Strata Lots may vary. As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots and the Unit Entitlement (as defined at section 3.1) figures in respect of any of the Strata Lots may be adjusted and the monthly strata fee figures with respect to any of the Strata Lots may be adjusted.

Strata Lots will be owned individually, together with a proportionate share in the common property (the "**Common Property**") of the strata corporation (the "**Strata Corporation**"). Collectively, all of the owners in the Development will form the Strata Corporation.

All of the Strata Lots described in this Disclosure Statement will be offered by the Developer, for sale.

Strata Lots will be owned individually, together with a proportionate share of any Common Property shown on the *Strata Property Act* Form V to be filed with the Strata Plan.

It is anticipated that, upon the completion of the Development, the civic address of the Development will be 3028 South Alder Street, Campbell River, British Columbia with individual unit numbers for all strata lots. However, that address is subject to change as may be required by the City of Campbell River.

## **2.2. Permitted Use**

The Lands are within the Comprehensive Development One A1 Zone (CD1-A1) and

Comprehensive Development One A2 Zone (CD1-A2) described at pages 144 – 148 (copies of those pages are attached as Exhibit “C” of the City of Campbell River Zoning Bylaw No 3200, 2006 (the “**Zoning Bylaw**”). Strata Lots are restricted to the uses described in section 5.41.2.1 and 5.41.3.1 Permitted Land Uses of the Zoning bylaw. Prospective purchasers must review the entire Zoning Bylaw and not just the portions included as Exhibit “C”.

To the extent permitted in the Zoning Bylaw, use of the lands in a manner other than what is intended by the Developer may be permissible. Without limitation, the Zoning Bylaw may permit use of Strata Lots for home-based business or secondary suite in accordance with the Zoning Bylaw and the other bylaws of the City of Campbell River.

**Although the Developer has not restricted rentals, the Strata Lots may be subject to other restrictions imposed by the City of Campbell River or other authorities, from time to time, with respect to the short-term rental of transient accommodation.**

Prospective purchasers must make their own inquiries with the Planning Department at the City of Campbell River and may obtain a full copy of the Zoning Bylaw at:

Address: 301 St. Ann’s Road, Campbell River, V9W 4C6  
Telephone: 250-286-5725  
email: [planning@campbellriver.ca](mailto:planning@campbellriver.ca)

### **3. STRATA LOT INFORMATION**

#### **3.1. Unit Entitlement**

The unit entitlement for each Strata Lot means the number indicated in the schedule of unit entitlement established under Section 246 of the *Strata Property Act* that is used in calculations to determine the strata lot’s share of:

- (a) the common property and common assets; and
- (b) the common expenses and liabilities of the Strata Corporation.

The unit entitlement for each residential Strata Lot in the Development is a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*. The *Strata Property Act* proposed Form V Schedule of Unit Entitlement of the Development is annexed at Exhibit ‘D’ to this Disclosure Statement. The Form V Schedule of Unit Entitlement for will be filed in the Land Title Office concurrently with deposit of the strata plan. Unit entitlement calculations shown in Exhibit ‘D’ are approximate and may vary from the final calculations shown on the final Schedule of Unit Entitlement.

#### **3.2. Voting**

Each strata lot will be granted one vote in the Strata Corporation.



### 3.3. Common Property and Facilities

The common property may include common buildings, gardens, access roads, pathways, ramps, stairs, parking, and electrical and mechanical rooms. The precise size and location of the common property will appear on the Strata Plan. Other than what is described in this paragraph, there will be no common assets.

### 3.4. Limited Common Property

Limited Common Property ("**Limited Common Property**") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners.

The Developer will designate Limited Common Property on deposit of the Strata Plan or otherwise in accordance with the *Strata Property Act*; any such allocation will be at the Developer's sole discretion. Except as noted below, maintenance and repair expenses incurred by the Strata Corporation relating to Limited Common Property will be allocated to the Strata Lot or Strata Lots in respect of which the limited common property designation has been made. It is expected that the Developer will designate, as Limited Common Property, specific balconies, patios, and driveway areas.

Strata Lot owners will be responsible for maintaining and repairing Limited Common Property which they use other than the following items which are to be maintained and repaired by the Strata Corporation:

- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (b) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) stairs, balconies and other things attached to the exterior of a building;
  - (iv) doors, windows on the exterior of a building or that front on the common property;
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property will be allocated only to those Strata Lots entitled to use that Limited Common Property and will be shared among such Strata Lots on the basis of their relative unit entitlement. Any special levy, however, which relates to Limited Common Property, will be paid for by the owners of all Strata Lots in the Development in proportion to the relative unit entitlement of the Strata Lots.

A Limited Common Property designation shown on the final Strata Plan may only be removed or modified by a unanimous resolution of the members of the Strata Corporation.

**THE DEVELOPER INTENDS TO DESIGNATE LIMITED COMMON PROPERTY AS SHOWN ON THE STRATA PLAN ANNEXED AT EXHIBIT 'B'.**

**3.5. Bylaws**

The Strata Corporation' bylaws will be the Schedule of Standard Bylaws contained in the *Strata Property Act*, a copy of which is annexed as Exhibit 'E' to this Disclosure Statement, as amended by a Form Y Owner Developer's Notice of Different Bylaws with respect to pet restrictions and included as part of Exhibit 'E'.

The Bylaws do not impose any restrictions on age of occupants, rentals, or the use or resale of the strata lots.

Pets are limited to 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) Dogs or cats, provided that the total number of dogs and cats does not exceed two (2).

**3.6. Parking**

Each Strata Lot will have a garage and a driveway as part of the Limited Common Property for the Strata Lot in the size and location shown on the Preliminary Strata Plan.

The Developer reserves the right to amend the size, location, and orientation of all parking stalls by filing an amendment to this Disclosure Statement; the final size and location of each will be shown on the final strata plan, when filed. The Developer also reserves the right to determine which parking stall, if any, is assigned to a Strata Lot.

**3.7. Furnishing and Equipment**

Each Strata Lot will include a five-piece appliance package (washer/dryer, stove, fridge, dishwasher, and microwave), window coverings, and garage door opener.

**3.8. Budget**

- (a) The estimated budget for the Strata Corporation for the operation of each Phase of the Development for the first twelve (12) months after deposit of the Strata Plan and the completion of the sale of the first strata lot is shown in Exhibit "F" and represents an estimated monthly assessment for each Strata Lot.

The estimated monthly assessment for each Strata Lot is based on the proposed Schedule of Unit Entitlement of the Strata Lots. The interim budget will change if the Strata Corporation approves an annual budget that differs from the interim budget included in this Disclosure Statement. The annual budget approved by the Strata Corporation will also be based on the prevailing figures at the time that the budget is approved. Such figures may be higher than the figures set forth in the interim budget, including figures for items such as insurance premiums, taxes and other costs that are beyond the Developer's control that may result in increases to the monthly strata fees.

The budget and assessments after the first twelve (12) months will be established by the owners of the strata lots in accordance with the provisions of the *Strata Property Act* and the bylaws of the strata corporation. The monthly assessments are payable by the owners of the Strata Lots. Electricity, telephone and cablevision are separately metered and payable by the owners of those Strata Lots. Water is not separately metered and the cost of this utility is payable by way of monthly assessments.

- (b) Section 7 of the *Strata Property Act* provides that the Developer must pay the actual expenses of the Strata Corporation that accrue in the period up to the last day of the month in which the first conveyance of a Strata Lot to a purchaser occurs.
- (c) Section 14(4) of the *Strata Property Act* provides that if the expenses accrued by the Strata Corporation, for the twelve (12) month period noted in the interim strata budget, are greater than the operating expenses estimated in the interim budget for that period, the owner developer must pay the difference to the Strata Corporation within eight (8) weeks after the first annual general meeting.

Pursuant to section 14(5) of the *Strata Property Act* and Section 3.1 of the Strata Property Regulation, if the accrued expenses are 10% or more greater than the operating expenses estimated in the interim budget for that period, the Developer must include in the payment referred to in Section 14(4) an additional amount calculated as follows:

- (i) if the accrued expenses are at least 10% greater but less than 20% greater than the estimated operating expenses, the additional amount is the amount payable under section 14 (4) of the Act multiplied by 2;
  - (ii) if the accrued expenses are at least 20% greater than the estimated operating expenses, the additional amount is the amount payable under section 14 (4) of the Act multiplied by 3.
- (d) At the time of the first conveyance of a strata lot in a new strata development to a purchaser, the owner developer will be required to contribute either:
    - (i) 10 per cent of the estimated operating expenses as set out in the interim budget of the strata corporation if the conveyance occurs no later than one year after the deposit of the strata plan; or

- (ii) The lesser of 10 per cent of the estimated annual operating expenses set out in the interim budget of the strata corporation multiplied by the number of years since the strata plan was deposited, and 50 per cent of the estimated annual operating expenses set out in the interim budget of the strata corporation if the conveyance occurs later than one year after the deposit of the strata plan.

### 3.9. Utilities and Services

- (a) **Water** – The Developer will, at its cost, install water lines to each strata lot. Water is available from the City of Campbell River water system but is not separately metered. The cost of this utility is payable by way of monthly assessments.
- (b) **Electricity** – Power lines have been installed to the boundary of each lot. Electricity is provided by B.C. Hydro and Power Authority and installation of power lines from the boundary of a lot and the payment of connection charges are the responsibility of a purchaser.
- (c) **Sewage** – A sewage system is available to the Development and will be connected to the municipal sewage works operated by the City of Campbell River.
- (d) **Telephone** – Telephone lines will be installed to the boundary of each lot. The installation of telephone lines from the boundary of a lot and the payment of hookup charges are the responsibility of a purchaser.
- (e) **Natural Gas** – The Development will not be serviced with gas.
- (f) **Garbage Collection** – Residential garbage and recycling is the responsibility of the Strata Corporation.
- (g) **Street Lighting** – The Development will have street level lighting.
- (h) **Access** – The Strata Lots will be accessed from Sitka Street, Campbell River, British Columbia.
- (i) **Sidewalks** – The Development will include public sidewalks, as shown on the preliminary strata plan.
- (j) **Fire Protection** – Fire protection for the Strata Lots is provided by the City of Campbell River. Fire Hall #2 is currently located at 261 Larwood Road, Campbell River, British Columbia, approximately 2.4 km metres from the Development.
- (k) **Police Protection** – Police protection for the Strata Lots is provided by the Royal Canadian Mounted Police. The nearest detachment is located at 275 S. Dogwood Street, British Columbia, approximately 5.6 km metres from the Development.

### 3.10 Strata Management Contracts

**The Developer intends to enter into a strata management contract with Pacific Quorum (Vancouver Island) Properties Inc. The Strata manager is not related to the Developer.**

### 3.11 Insurance

The Developer will place the following insurance coverage with respect to the Development:

- (a) 2 Storey Buildings:
  - (i) a minimum builders' risk broad form insurance policy of course of construction in the amount of \$1,150,000.00 on the units to be constructed with a deductible for earthquake of the greater than, \$50,000 or fifteen (10.00%) percent, flood damage of TEN THOUSAND (\$10,000.00) DOLLARS and a deductible for other losses up to FIVE THOUSAND (\$5,000.00) DOLLARS.
  - (ii) a comprehensive liability insurance policy in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS."

Under section 149 of the *Strata Property Act*, the Strata Corporation must maintain full replacement insurance on the common property, common assets, buildings shown on the Strata Plan, and any fixtures, built or installed, on a Strata Lot by the Developer as part of the original construction.

Fixtures are defined in Regulation 9.1 (1) to the *Strata Property Act* as "items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washer, dryers or other items.

The Development must be insured against "major perils" which are defined in Regulation 9.1 (2) to the *Strata Property Act* as "fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts. Upon the filing of the Strata Plan for the Development, the Developer will obtain the above- described insurance coverage in the name of the Strata Corporation which must thereafter be maintained by the Strata Corporation.

Under section 150 of the *Strata Property Act* and Regulation 9.2 thereto, strata corporations must have liability insurance to insure the strata corporation against liability for property damage and bodily injury in an amount not less than Two Million (\$2,000,000.00) Dollars. Upon the filing of the Strata Plan for the Development the Developer will obtain that liability insurance on behalf of the Strata Corporation which must thereafter be maintained by the Strata Corporation.

The Developer has arranged for the placement of course-of-construction insurance with certain underwriters at Waypoint Insurance together with general liability insurance coverage.

Each purchaser shall be responsible for insuring personal property within his/her own strata unit when the transfer from the Developer is completed.

## **4 TITLE AND LEGAL MATTERS**

### **4.1 Legal Description**

The Strata Lots will be constructed on the lands situated at 3028 South Alder Street, Campbell River, British Columbia, currently described as Parcel Identifier 031-593-372, Lot 13, Section 17, Township 1, Comox District Plan EPP114699 (the "Lands").

### **4.2. Ownership**

The Lands are held by the Developer.

### **4.3. Existing Encumbrances and Legal Notations**

Copies of all charges can be obtained from the Land Title Office. Charges attached as exhibits are for reference only; prospective purchasers must conduct their own due diligence with respect to each charge registered against the lands, any of the Strata Lots or the common property.

#### **(a) Legal Notations**

- (i) This Title may be affected by a permit under Part 14 of the Local Government Act, see CA6359631**, this charge relates to the City of Campbell River issuing a Development Variance Permit;
- (ii) Zoning Regulation and Plan under the Aeronautics Act (Canada) filed 20.3.1984 under No.23032 (See Plan 40916)**, the following charge sets out restrictions on development of the Lands due to the Lands being in the vicinity of an airport;
- (iii) This Title may be affected by a permit under Part 14 of the Local Government Act, see FA101721**, this charge relates to the City of Campbell River issuing a Development Variance Permit; and
- (iv) The Lands is annexed Easement CB339556 over Lot 12 Plan EPP114699.**

#### **(b) Charges, Liens and Interests**

- (i) Exceptions and Reservations 48537G**, reserves specific undersurface rights as well as certain other exceptions and reservations to the Esquimalt and Nanaimo Railway Company.

- (ii) **Undersurface Rights 54436G, 54438G**, reserves specific undersurface rights as well as certain other exceptions and reservations to the Esquimalt and Nanaimo Railway Company.
- (iii) **Undersurface Rights J88300 and L42701**, reserves specific undersurface rights as well as certain other exceptions and reservations to Her Majesty the Queen in right of province of British Columbia.
- (iv) **Undersurface Rights K113100** reserves specific undersurface rights as well as certain other exceptions and reservations to Weldwood of Canada Ltd.
- (v) **Undersurface Rights S107238** reserves specific undersurface rights as well as certain other exceptions and reservations to Brinco Coal Corporation.
- (vi) **Undersurface Rights EJ50326** reserves specific undersurface rights as well as certain other exceptions and reservations to Hillsborough Resources Ltd.
- (vii) **Statutory Building Scheme CA9560643**,
- (viii) **Mortgage CA9670390 and Assignment of Rents CA9670391**, in favour of Northland Mortgage and Investment Corporation, to be discharged from title to the Lands in the manner provided in Section 6.2 below.
- (ix) **Statutory Right of Way CB520779 and Statutory Right of Way CB520780** in favour of BC Hydro and Telus for the purpose of transmitting and distributing electricity and for the purpose of telecommunications.
- (x) **Covenant CA9594742** – Timberwest Forest Corp.
- (xi) **Undersurface and Other Exc & Res FB465384**
- (xii) **Easement CB339560** – Appurtenant to Lot 12 Plan EPP114699
- (xiii) **Covenant CB339561**, a covenant in favour of the City of Campbell River requiring the Lands to be developed as multi-family typology.
- (xiv) **Mortgage CB342557 and Assignment of Rents CB342558**, in favour of Northland Mortgage and Investment Corporation, to be discharged from title to the Lands in the manner provided in Section 6.2 below.
- (xv) **Priority Agreement CB520781** – Granting CB520779 Priority Over CA9670390 and CA9670391
- (xvi) **Priority Agreement CB520782** – Granting CB520780 Priority Over CA9670390 and CA9670391
- (xvii) **Priority Agreement CB339562** – Granting CB339560 Priority Over CA9670390 and CA9670391
- (xviii) **Priority Agreement CB339563** – Granting CB339561 Priority Over CA9670390 and CA9670391
- (xix) **Priority Agreement CB342559** – Granting CB342557 Priority Over CA9670390 and CA9670391

- (xx) **Priority Agreement CB342560** – Granting CB342558 Priority Over CA9670390 and CA9670391
- (xxi) **Personal Property Registry Base Registration Nos. 499642N, 208350P and 433673P**, all in favour of Northland Mortgage and Investment Corporation, to be discharged from title to the Lands in the manner provided in Section 6.2 below.

#### **4.4. Proposed Encumbrances**

- (a) Statutory rights of way in favour of utilities and other service providers in substantially the forms required by each supplier, for the provision of electricity, water, and telecommunications.
- (b) Such other legal notations, covenants, easements or statutory rights of way as may be required by any utility, local government or other public authority to service the Strata Lots and the common property or which in the opinion of the Developer will benefit the Strata Lots charged therewith.
- (c) Limited Common Property designations, as shown on the Strata Plan.

#### **4.5. Outstanding or Contingent Litigation or Liabilities**

There are no other outstanding or contingent litigation or other liabilities in respect of the Development or against the Developer that may affect the Strata Corporation or Strata Lot owners.

#### **4.6. Environmental Matters**

The Developer is not aware of any material facts relating to flooding, soil or subsoil conditions or environmental issues and is not aware of any dangers or requirements thereon imposed by any governmental authority.

### **5. CONSTRUCTION AND WARRANTIES**

#### **5.1. Construction Dates**

For the purposes of this Section 5.1:

“commencement of construction” means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit within the development property;

“completion of construction” means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis; and



“estimated date range” means a date range, not exceeding three months, for the commencement of construction or the completion of construction.

Commencement of construction for the development occurred on January 4, 2023. The estimated date range of completion of construction is September 15, 2023 to December 15, 2023.

These dates are estimated only and may vary based on construction factors or market conditions and are subject to the provisions of the Purchase Agreement.

The Property is subject to, from time to time, related construction, noise, odors, dust and dirt adversely impacting the use and enjoyment of the development's residents, occupants and visitors/guests.

## **5.2. Construction Warranties**

### **5.2.1 Limited Warranty**

The Developer is a registered builder under the *Homeowner Protection Act* of British Columbia and will obtain third party warranty coverage from a reputable insurance company (the “Guarantee”), the details of which will be included in a subsequent amendment. The Developer will provide each Strata Lot owner with the Guarantee’s standard Home Warranty Certificate. This warranty includes three parts, one covering all workmanship and materials in the construction of the Development for two (2) years, the second covering water penetration for five (5) years and the third covering major structural components for ten (10) years as more particularly described in the warranty. The limited warranty is offered pursuant to the requirements of the *Homeowner Protection Act*.

The plans and specifications for the Development, including those submitted for building permit and municipal approval purposes, are often altered during construction to meet changes in site conditions, available building products, changes to building codes, changes requested by purchasers and industry conditions. Any changes are to be approved by the appropriate professional consultants and are to be made in accordance with the applicable building code.

For these reasons, the Development is warranted by the Developer to be constructed in general conformance with the plans and specifications approved for the issuance of the building permits or approved in accordance with Section 242 of the *Strata Property Act* but is not warranted to be in specific or exact conformance with those plans and specifications.

### **5.2.2 Manufacturers’ Warranties**

Any manufacturers’ warranties for appliances or equipment, whether located in Strata Lots or in common property, will be passed on to the purchasers or the Strata Corporation, as the case may be, if and to the extent permitted by such warranties.

### 5.3. Previously Occupied Building

The Development will not occupy a previously occupied building.

## 6. APPROVALS AND FINANCES

### 6.1. Development Approval

The City of Campbell River has issued the following building permits in relation to the Development and, as such, the Developer has met the preliminary requirement for marketing strata lots under section 5(1)(b) of the Real Estate Development Marketing Act: BP-004096 & BP-004097

The City of Campbell River issued a Development Permit on August 22, 2022 under number P2200019.

The Developer has met the requirements of *Real Estate Development Marketing Act Policy Statement 5*, and as such, permission of the Superintendent of Real Estate is deemed to be granted.

### 6.2. Construction Financing

The Developer has obtained a satisfactory financing commitment from Northland Mortgage and Investment Corporation (the "**Construction Lender**") for financing to construct the Development, secured by those charges listed in sub-paragraphs 4.3(b)(ix), 4.3(b)(xvi) and 4.3(b)(xxvii) of this Disclosure Statement (collectively, the "**Construction Security**"). The Developer has made arrangements with the Construction Lender for discharge of the Construction Security from each Strata Lot within a reasonable period after sale proceeds are paid by a purchaser. In no event will an amount greater than the net sale proceeds for each Strata Lot be required by the Construction Lender as a condition for the discharge of the Construction Security against such Strata Lot.

The Developer has met the requirements of *Real Estate Development Marketing Act Policy Statement 6*, and as such, permission of the Superintendent of Real Estate is deemed to be granted.

## 7. MISCELLANEOUS

### 7.1. Deposits

All monies received from purchasers in British Columbia will be held in trust by **CR Lawyers LLP**, as stakeholder, in the manner required by the *Real Estate Development Marketing Act*.

### 7.2. Purchase Agreement

(a) The Developer will offer the Strata Lots for sale upon the terms and conditions

set out in the form of contract annexed to this Disclosure Statement at Exhibit "G" (the "**Purchase Agreement**").

- (b) Provision is made in Paragraph 9 for the Developer to extend the closing date beyond the target date set out in the Purchase Agreement where:
  - (i) there has been any delay in registration of the Strata Plan, for any reason; and
  - (ii) the Developer has provided at least fourteen (14) days written notice of delay to the Buyer, and in that case, the closing date will be extended by one or more periods equal to the duration of such delay, as estimated by the Developer, to a maximum aggregate period of delay not exceeding three hundred sixty-five (365) days. The closing date may also be extended in the circumstances described in Schedule B or Schedule C of the Purchase Agreement, if any.
  
- (c) In accordance with Policy Statement 16 issued by the Superintendent of Real Estate and Paragraph 21 of the Purchase Agreement:
  - (i) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
  - (ii) **WITHOUT THE DEVELOPER'S PRIOR CONSENT, ANY ASSIGNMENT OF A PURCHASE AGREEMENT IS PROHIBITED.**
  - (iii) Each proposed party to an assignment agreement must provide the Developer with the information and records required under the *Real Estate Development Marketing Act*.
  - (iv) Before the Developer consents to an assignment of a purchase agreement, the Developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
    - (a) the party's identity;
    - (b) the party's contact and business information;
    - (c) the terms of the assignment agreement.
  - (v) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**

- (d) In accordance with Paragraph 21 of the Purchase Agreement, the Purchase Agreement may not be assigned by a buyer unless and until:
  - (i) the buyer has delivered to the Seller's lawyers all deposits then due, the receipt of which has been acknowledged by the Seller's lawyers, in writing;
  - (ii) the assignment is in writing (the "**Assignment Agreement**"), in form and substance approved by the Developer, acting reasonably, and includes, without limitation, the explicit agreement of the buyer and the assignee:
    - (a) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment;
    - (b) to provide the Developer with the information and records required under the *Real Estate Development Marketing Act*;
  - (iii) the buyer has paid, to the Developer, an administrative fee equal to the greater of \$5,000.00 and fifty percent of any fee paid directly or indirectly to the buyer, as assignor, by or on behalf of the assignee, plus goods and services tax, as consideration for the Developer's consent to assignment and as reimbursement of the Developer's associated legal and administrative costs;
  - (iv) the Developer has executed the Assignment Agreement.
- (e) In accordance with Paragraph 4 of the Purchase Agreement, deposits will be held in a non-interest-bearing trust account.
- (f) The Purchase Agreement provides for a termination of that Purchase Agreement in the following provisions:
  - (i) Schedule "C" of the Purchase Agreement provides for the Buyer's subject conditions and if such subject conditions are not waived or removed on or before the date specified for each subject condition, then the Purchase Agreement shall be terminated.

### **7.3. Developers Commitment**

The Developer has not made any commitments that will be met after completion of the sale or lease of any Strata Lot.

### **7.4. Other Material Facts**

The Development is developed in conjunction with, and in addition to, a four (4) unit strata development on Lot 12 Plan EPP114699, which is adjoined with the Lands, details of which are set out in the form of disclosure statement annexed to this Disclosure Statement at Exhibit "H" (the "Lot 12 Disclosure Statement").

**8. SIGNATURES**

**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 STATE 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 19<sup>th</sup> DAY OF June, 2023.

**NORTHLAND DEVELOPMENTS LTD.**

Per:   
Evan Larkam, Director

**SIGNED, SEALED AND DELIVERED )**

In the presence of: )

 )

Name )

**Lewis Nguyen** )  
**Barrister Solicitor & Notary** )

**906 Island Highway** )  
**Address** )  
**Campbell River, BC V9W 2C3** )  
**Ph. 250-287-8355 fx. 250-287-8112** )

Occupation )

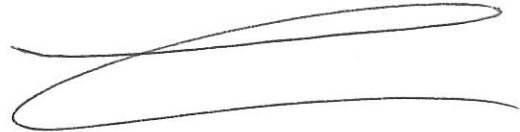
  
\_\_\_\_\_  
**EVAN LARKAM, DIRECTOR OF**  
Northland Developments Ltd.

**SOLICITORS CERTIFICATE**

)  
) **IN THE MATTER OF** the Real Estate Development  
) Marketing Act and the Disclosure Statement of:  
)  
) **NORTHLAND DEVELOPMENTS LTD.**  
)  
)  
) for the lands legally described as PID: 031-593-372,  
) Lot 13, Section 17, Township 1, Comox District Plan  
) EPP114699  
)  
)  
)  
)

I, LEWIS NGUYEN, Barrister and Solicitor, a member of the Law Society of British Columbia in good standing, having read the above-described Disclosure Statement dated June 19, 2023 made any required investigations in public offices, and reviewed same with the Developer therein named, **CERTIFY** that the facts contained in Sections 4.1 to 4.4 of the Disclosure Statement are correct.

**DATED** at Campbell River, in the Province of British Columbia, on this 19<sup>th</sup> day of June, 2023.



Lewis Nguyen, Barrister and Solicitor  
CR Lawyers LLP  
906 Island Hwy  
Campbell River, BC, V9W 2C3



# EXHIBIT "A"

301 St. Ann's Road  
Campbell River, BC Canada V9W 4C7  
T 250-286-5700  
[info@campbellriver.ca](mailto:info@campbellriver.ca)

## Development Permit – Major

---

**Permit No:** P2200019

**Registered Owner:** Northland Developments Ltd

**Subject Property:**

708 Salmonberry Street

06-336-06353.730 (2920 Dogwood St. parent)

**Description of Land:**

031-593-372

Legal Description: Lot 13, Section 17, Township 1, Comox District Plan EPP114699

**Proposal: Major Development Permit for  
Multi family Residential development**

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**Conditions of Permit:**

1. This permit is issued subject to compliance with all relevant City of Campbell River bylaws, except as specifically varied or supplemented by this Permit.
2. This permit applies to the lands described above, and any buildings, structures, and other development thereon (hereinafter called 'the Lands').
3. The subject property is within the following Development Permit Area(s):

**General Form, Character, & Performance Development Permit Area**

**Specific Form, Character, & Performance Development Permit Area**

**Community Energy & Emissions Development Permit Area**

4. The Lands and building(s) which are subject to this Permit shall be developed strictly in accordance with the terms and conditions of this Permit and in accordance with the following schedules:

**SCHEDULE A: SITE PLAN**

**SCHEDULE B: ARCHITECTURAL PLAN**

**SCHEDULE C: LANDSCAPE PLAN & COST ESTIMATE**

5. Pursuant to section 504(1) of the *Local Government Act*, this permit will lapse two years from the date of the Development Permit approval unless construction, in accordance with the terms and conditions of this permit, has substantially started.
6. Further to condition 5, construction is considered to be substantially started when a valid building permit for the development has been issued and shall not have lapsed; and excavation or construction works associated with the development hereby approved must have commenced to the satisfaction of the Director of Development Services.
7. This permit is not a building permit.
8. As a condition of the issuance of this Permit security in the amount of \$76,934.00 is required prior to issuance of the building permit pursuant to Section 502 of the *Local Government Act*, to ensure that any conditions with respect to landscaping are satisfied.
9. As a condition of the issuance of this Permit registration of an Easement Agreement for 703 Beaver Creek Boulevard and 708 Salmonberry Street to allow equal access for residents of both properties to the garbage disposal and amenity area.
10. Where the City of Campbell River considers that:

- a) *Unsatisfactory landscaping has resulted as a consequence of a contravention of a condition in this permit.*

The City of Campbell River may undertake and complete the works required to correct the damage to the landscaping at the cost of the Permit holder and may apply the security in payment of the cost of the works with any excess to be returned to the Permit holder.

11. Where the development authorized by this Permit has lapsed prior to commencement of any work pursuant to this Permit, the security shall be returned to the Permit holder.

**Date of Development Permit Approval/Issue by Delegate of Council.**

This permit was approved and issued on **August 22, 2022.**

This permit expires on **(2 years from date of approval/issuance).**



**Ian Buck, Director of Development Services**



Plans attached in schedules to this permit (full size copies available from issuing authority):

SCHEDULE	DRAWING #	PLAN TITLE	DATED
SCHEDULE "A"	A000	SITE PLAN	MAR 16, 2022
SCHEDULE "B"	A001 A201 A202 A203	FLOOR PLAN	DEC 15, 2021
SCHEDULE "C"	A2-01 A2-02 A3-01	BUILDING ELEVATIONS	MAY 27, 2022
SCHEDULE "D"	L1 L2 L3 L4 L5	LANDSCAPE AND PLANTING PLANS	JULY 2022

TOPOGRAPHIC SURVEY PLAN OF:  
**LOTS 12 AND 13, SECTION 17, TOWNSHIP 1, COMOX DISTRICT PLAN EPP114699**

CIVIC ADDRESS : UNAVAILABLE  
 P.I.D. : 031-593-364, 031-593-372

**SCHEDULE A**

SCALE 1:250 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF

0 5 10 15 20 25  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 560 mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:250.

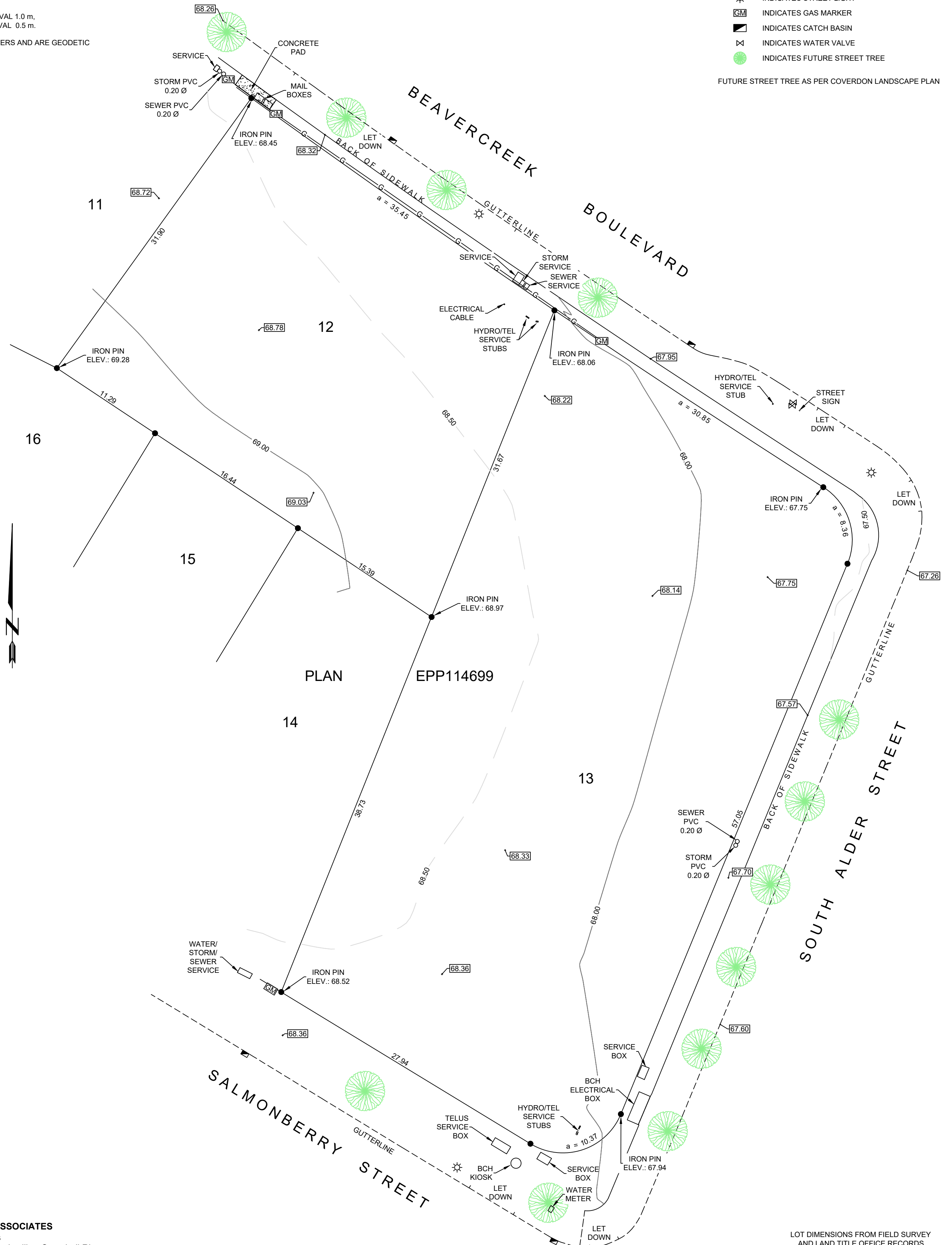
MAJOR CONTOUR INTERVAL 1.0 m,  
 MINOR CONTOUR INTERVAL 0.5 m.

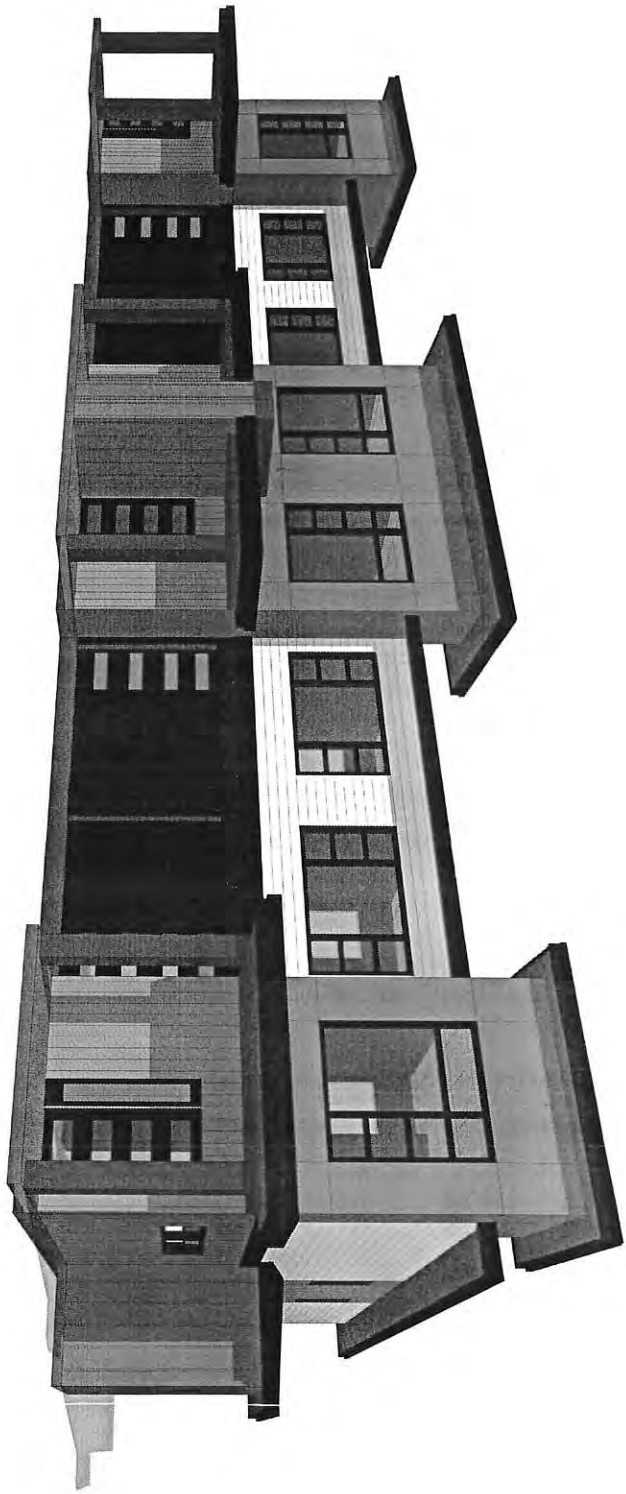
ELEVATIONS ARE IN METERS AND ARE GEODETIC

**LEGEND**

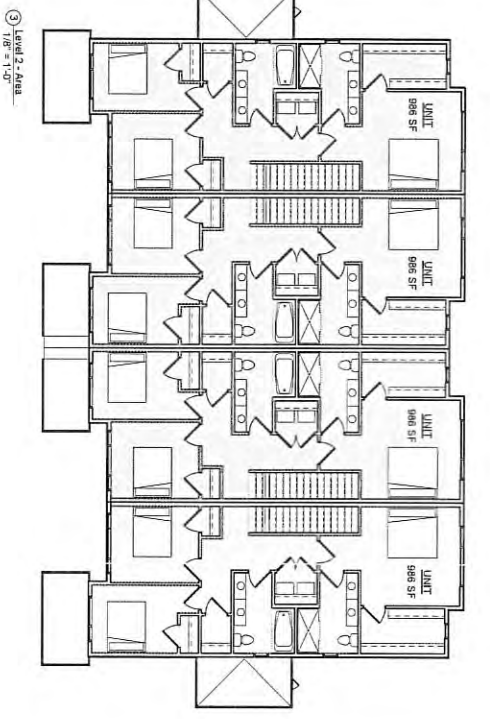
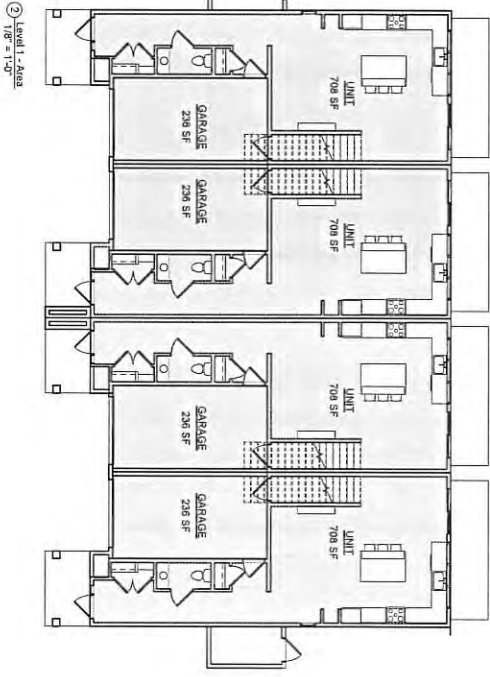
- INDICATES IRON POST FOUND
- ☼ INDICATES STREET LIGHT
- GM INDICATES GAS MARKER
- ▣ INDICATES CATCH BASIN
- ⊗ INDICATES WATER VALVE
- 🌳 INDICATES FUTURE STREET TREE

FUTURE STREET TREE AS PER COVERDON LANDSCAPE PLAN





UNIT AREA TOTALS	LEVEL 1:	708 FT²
	LEVEL 2:	986 FT²
	<b>TOTAL:</b>	<b>1694 FT²</b>



Drawing No: **A001**

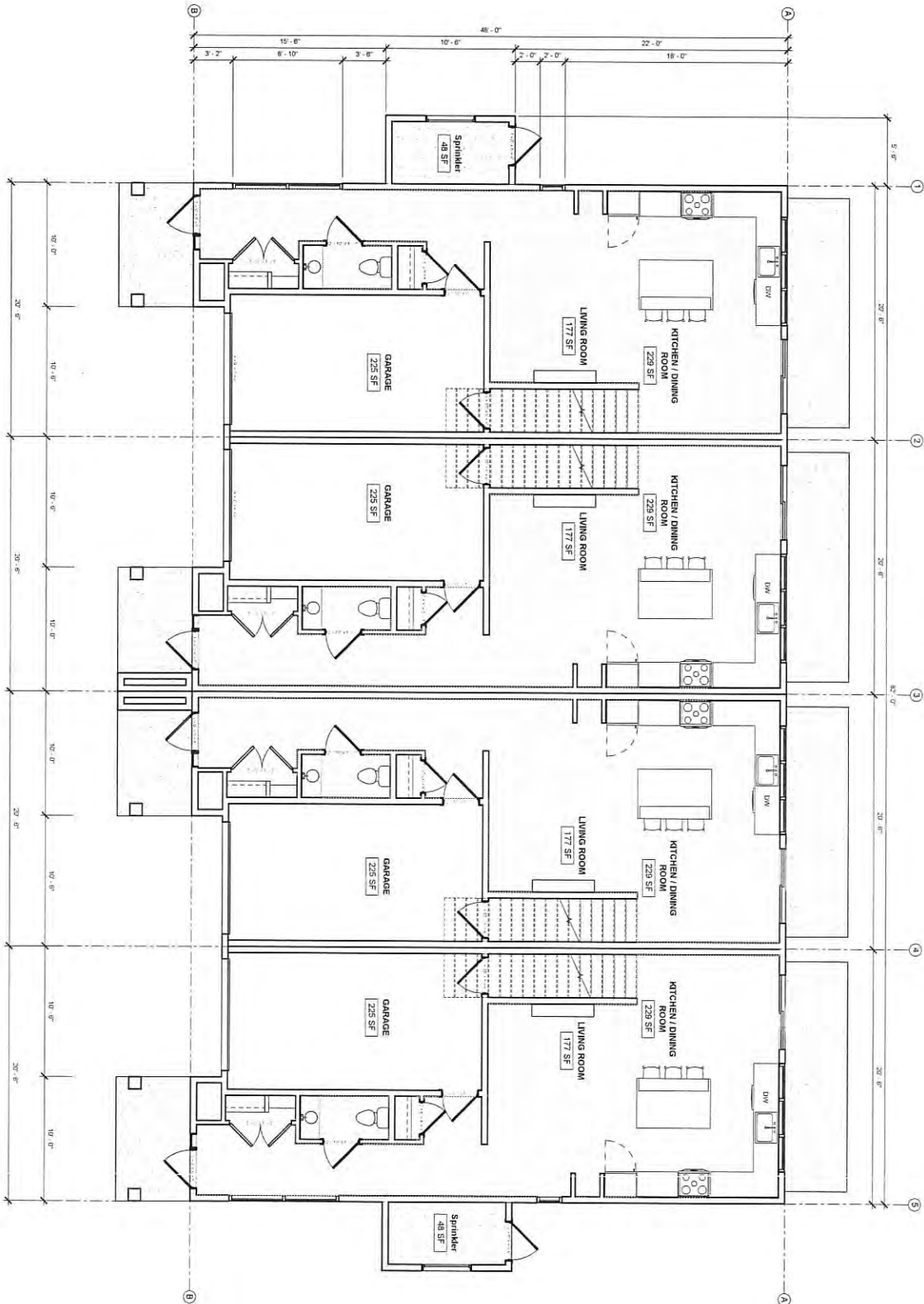
ANSI D  
Cover

Jubilee 2  
Enter address here

1	21.12.18	ISSUE TO CLIENT FOR REVIEW
REV	V M D	ISSUE



① LEVEL 1 - FLOOR PLAN  
1/4" = 1'-0"



Drawing No: **A201**

Drawn By:

ANSI D  
First Floor

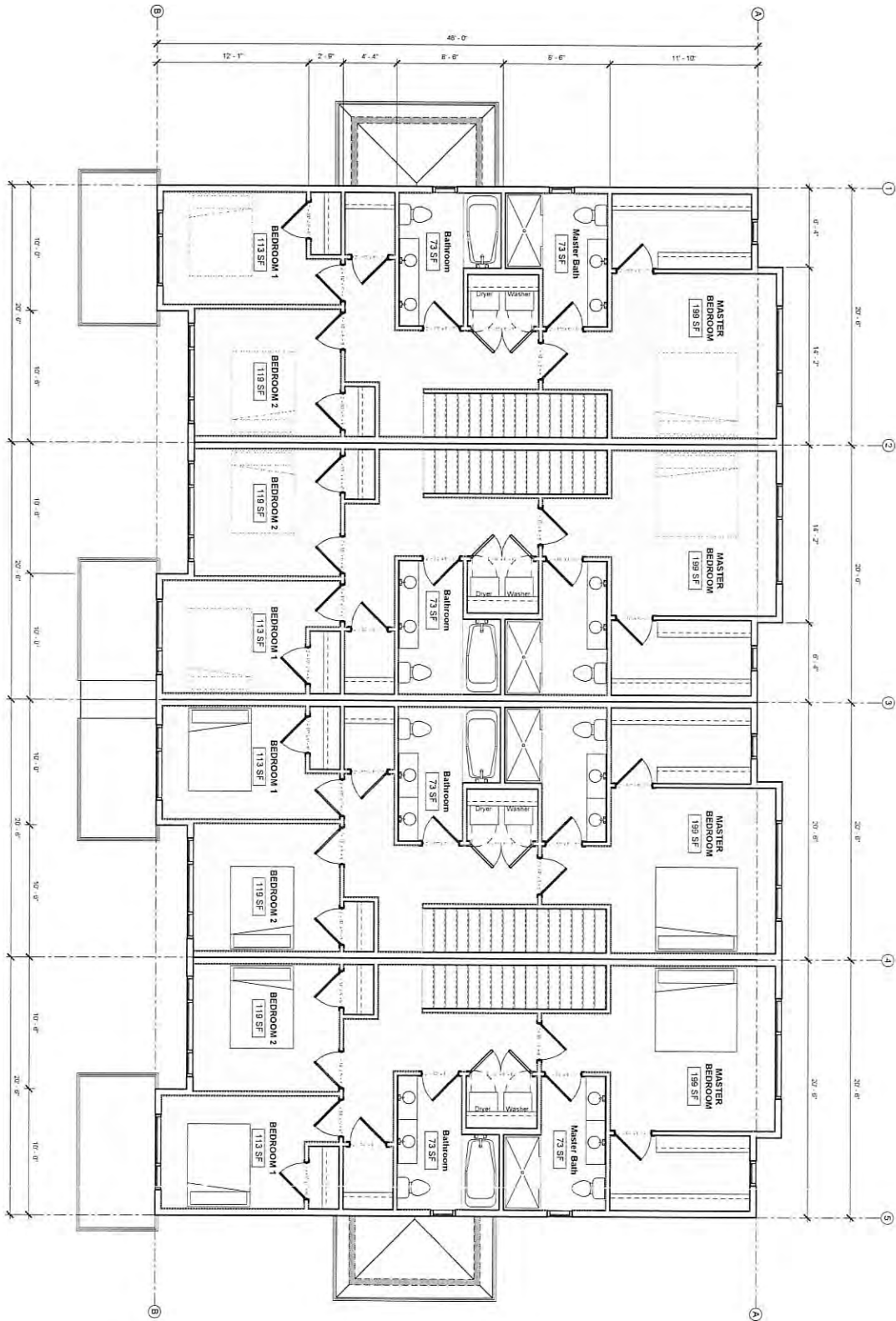
Jubilee 2  
Enter address here

1	21.12.15	ISSUE TO CLIENT FOR REVIEW
REV	M D	ISSUE



MacDonald Hagarty Architect Ltd.  
1852 UNIT E CORNWALL  
CORNWALL BC  
V0M 3M7

① LEVEL 2 - FLOOR PLAN  
1/4" = 1'-0"



Drawing No.

Search By

**A202**

ANSI D

Second Floor

Jubilee 2

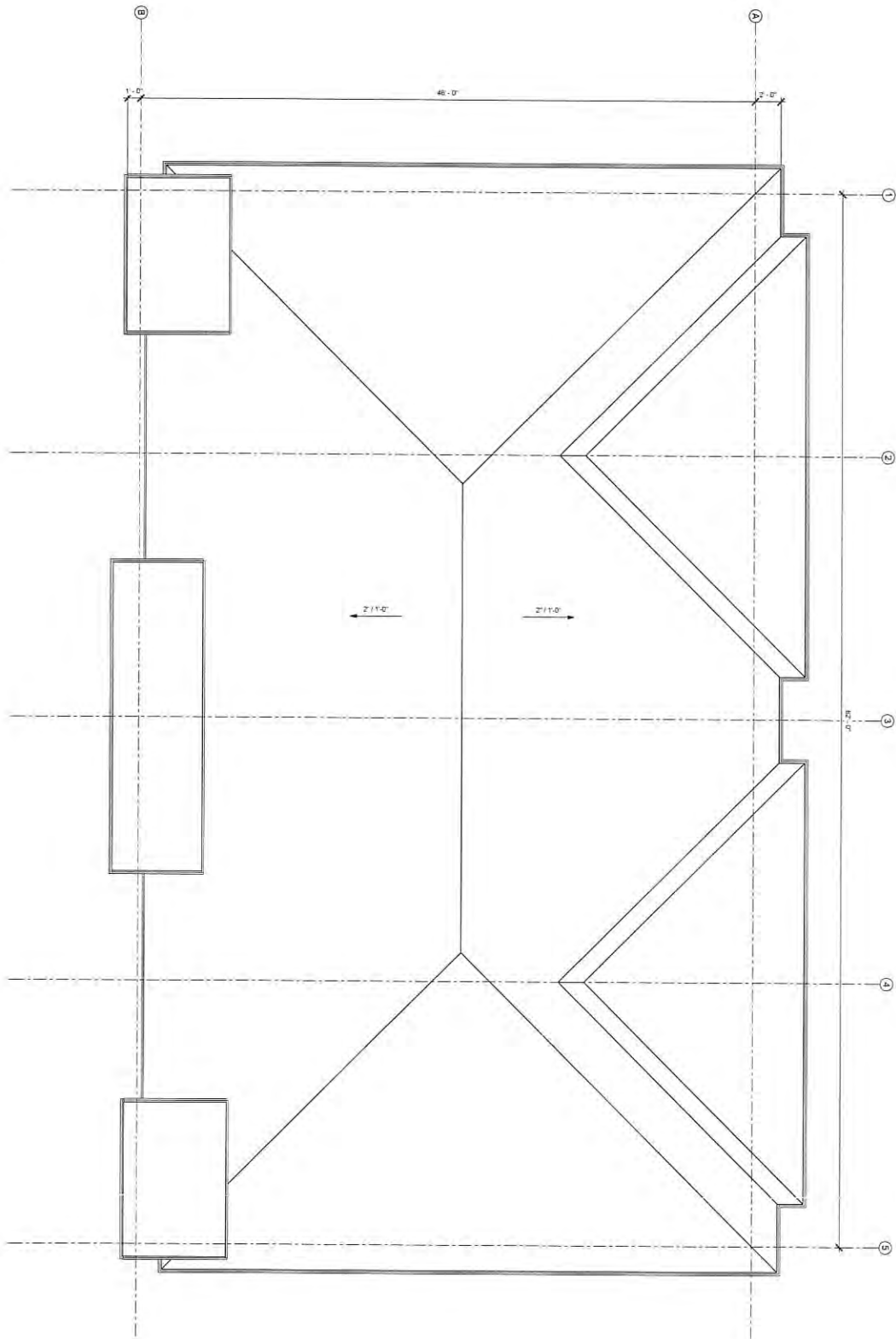
Enter address here

1 22.12.15 ISSUE TO CLIENT FOR REVIEW  
REV Y M D ISSUE



MacDonald Hagarty Architect Ltd.  
2822 Unit E Conna Ave  
Calgary, BC  
V6M 3M7

① ROOF PLAN  
1/4" = 1'-0"



Drawing To:  
**A203**

Created By:

ANSI D  
Roof Plan

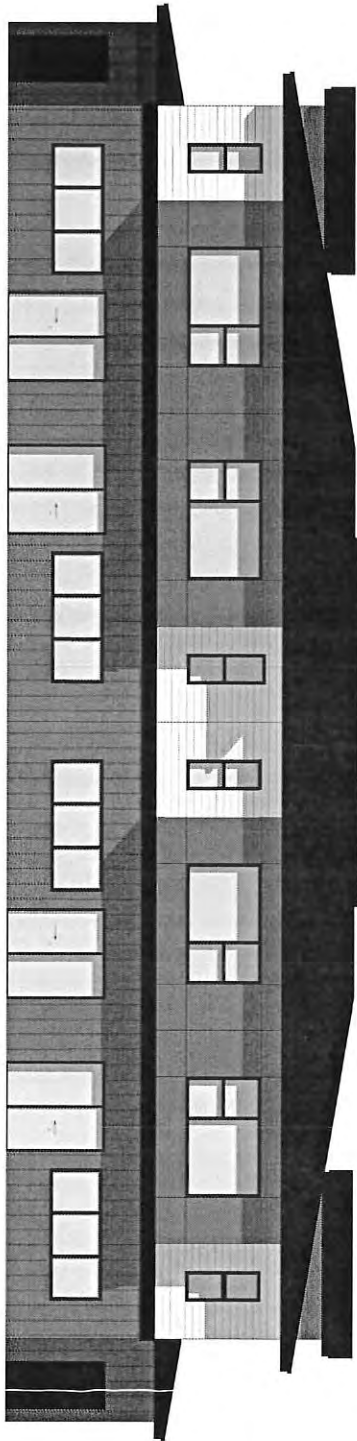
Jubilee 2  
Enter address here

1	21 12 15	ISSUE TO CLIENT FOR REVIEW
REV	V M D	ISSUE

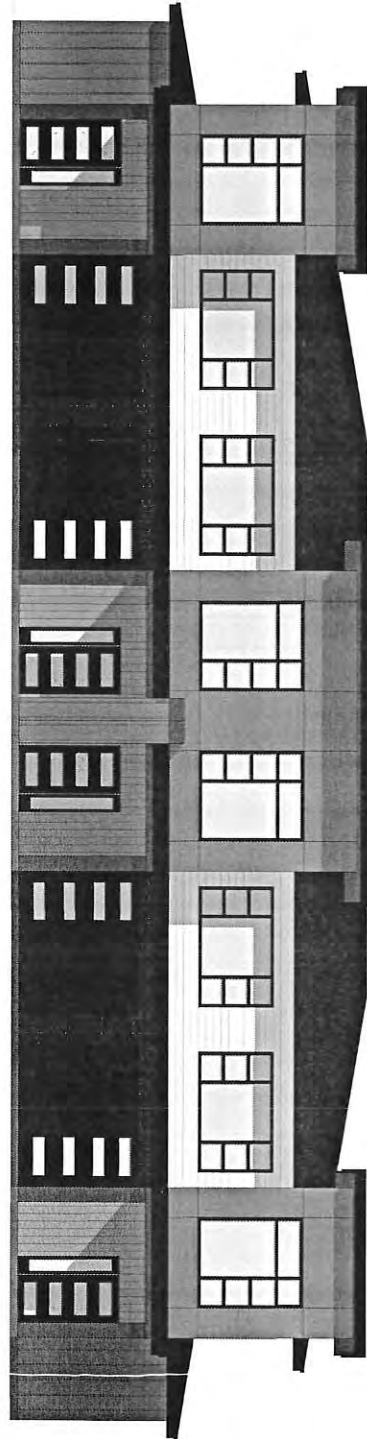


MacDonald Hagarty Architect Ltd.  
1822 Unit E Corner Ave  
Toronto, ON  
M5M 3M7

② Back Elevation  
1/4" = 1'-0"



① Front Elevation  
1/4" = 1'-0"



Drawing No

Scale By

**A301**

ANSI D

Front/Back  
Elevations

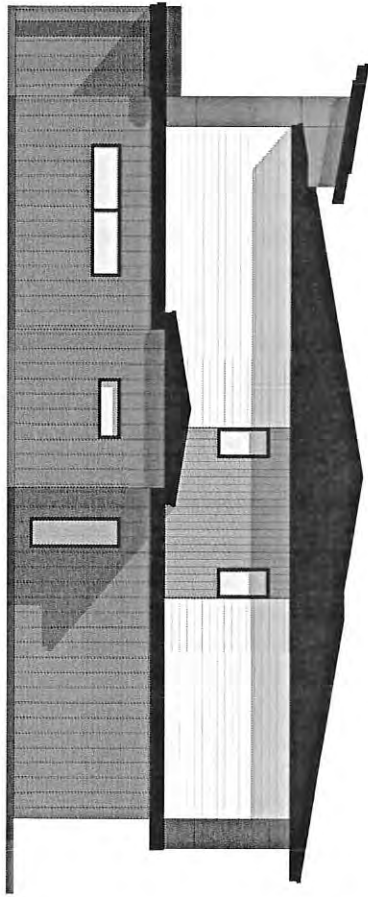
Jubilee 2  
Enter address here

1	21.12.15	ISSUE TO CLIENT FOR REVIEW
REV	Y M D	ISSUE

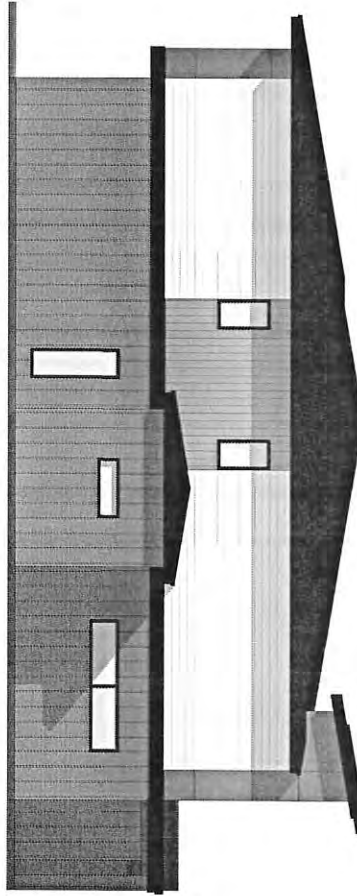


MacDonald Hagarty Architect Ltd.  
3322 14th E Comm Ave  
Calgary BC  
V5M 3M7

② Right Elevation  
1/4" = 1'-0"



① Left Elevation  
1/4" = 1'-0"



Drawing No.

Scale By

**A302**

ANSI D

Side Elevations

Jubilee 2

Enter address here

1	21.12.15	ISSUE TO CLIENT FOR REVIEW
RCV	Y M D	ISSUE



MacDonald Hagarty Architect Ltd.  
1820 Unit E Comdex Ave  
Cortina BC  
V0M 3M7



**JUBILEE TOWNS 2**  
Unknown Civic Address  
Campbell River, BC

ISSUE FOR DEVELOPMENT PERMIT R4

JULY 13 2022



SCHEDULE B

**PROJECT DATA**

**AUTHORITY HAVING JURISDICTION:** CITY OF CAMPBELL RIVER  
**CITY:** UPRIVOWN, CAMPBELL RIVER BC  
**LEGAL DESCRIPTION:** LOT 12, 13 SECTION 17 TOWNSHIP 9 COMOX DISTRICT PLAN EPP11-8599  
**PROJ#:** LOT 12 01-4593-364  
 LOT 13 01-4593-372  
**ZONING:** CD-1-2  
**PROPOSED USE:** TOWNHOUSES  
**TOTAL SITE AREA:**  
 LOT 12 0.2614 ac / 1129.34 m<sup>2</sup>  
 LOT 13 0.5964 ac / 2411.91 m<sup>2</sup>  
**TOTAL:** 0.8578 ac / 3541.25 m<sup>2</sup>

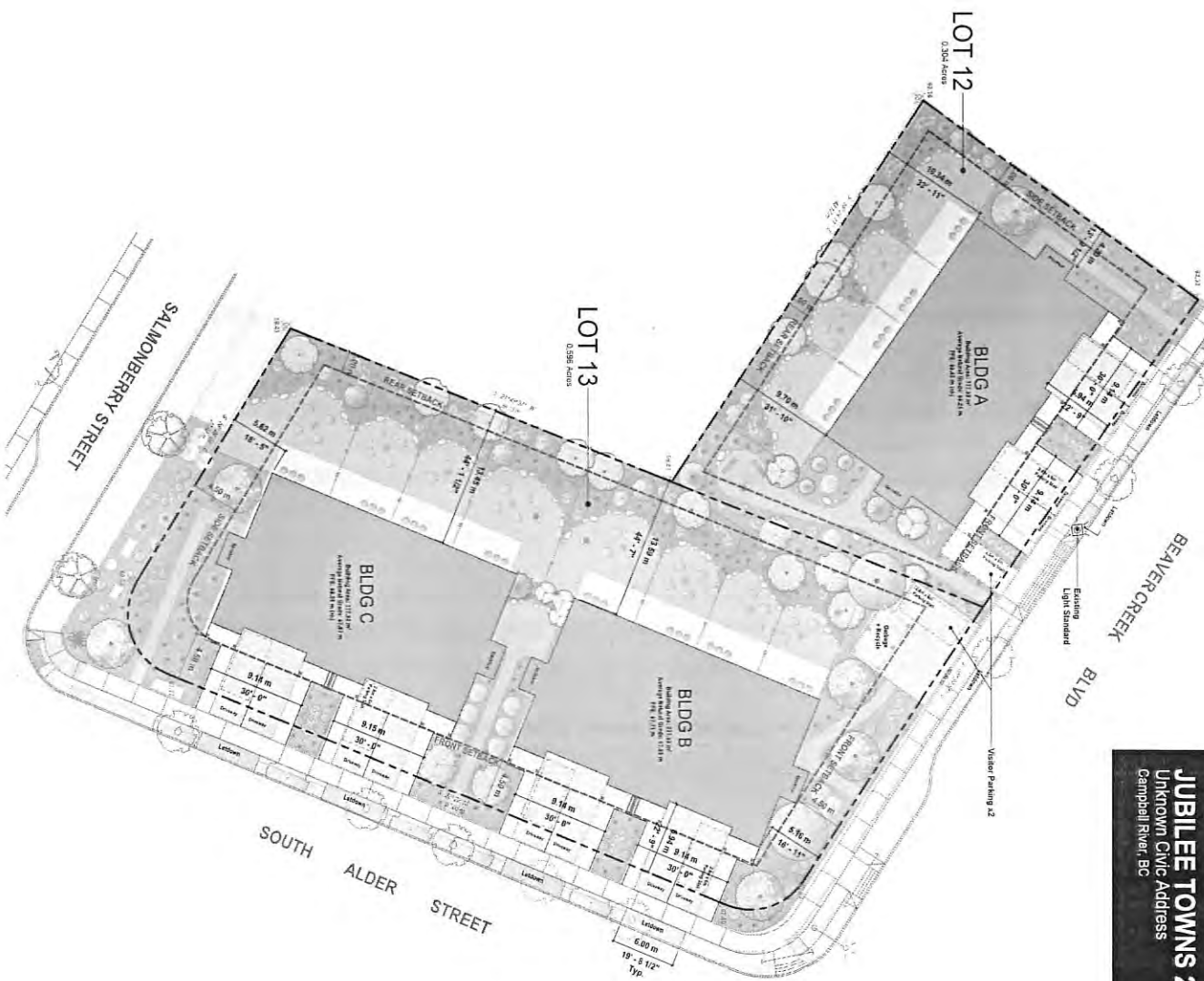
**BUILDINGS**  
**BUILDING AREA:**  
 BLDG A 378.16 m<sup>2</sup> / 4070 ft<sup>2</sup>  
 BLDG B 378.16 m<sup>2</sup> / 4070 ft<sup>2</sup>  
 BLDG C 378.16 m<sup>2</sup> / 4070 ft<sup>2</sup>  
**GROSS FLOOR AREA:** BLDG A, B, C TOTAL 1134.48 m<sup>2</sup> / 12111 ft<sup>2</sup>

**FLOOR SPACEMATIO:** Permitted 1.5 FSR  
 Proposed 0.82 FSR (237.86 m<sup>2</sup> / 2542.77 m<sup>2</sup>)  
**SETBACKS:**  

FRONT	4.5 m	4.5 m
REAR	2 m	2 m
LOT COVERAGE	Proposed 55%	
PERMITTED 51%		

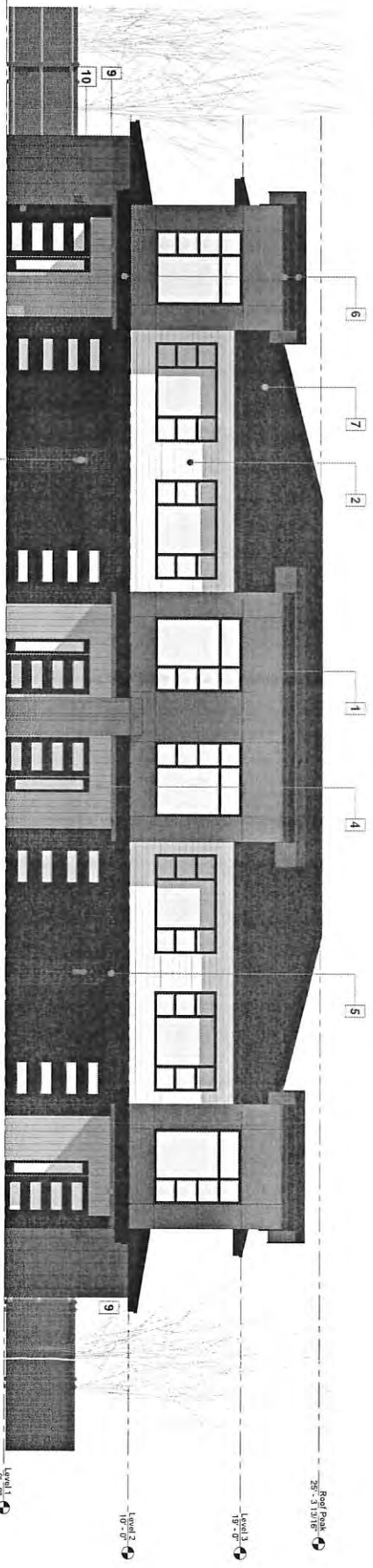
**BUILDING HEIGHT:** Permitted 15 m + Above (based finished grade)  
 Proposed 12 m + Above (based finished grade)  
**OFF STREET PARKING:** Required 2 Per Dwelling Unit Plus 1 Visitor Parking Per 4 Dwelling Unit.

**Notes:**  
 Proposed Dwelling Unit 13  
 Proposed Dwelling Off Street Parking 24  
 Proposed Dwelling Off Street Parking 24 (Driveway + 6x 3.9m)  
 Required (loop) Parking 12 (under Pool) 15  
 Proposed Visitor Parking 2

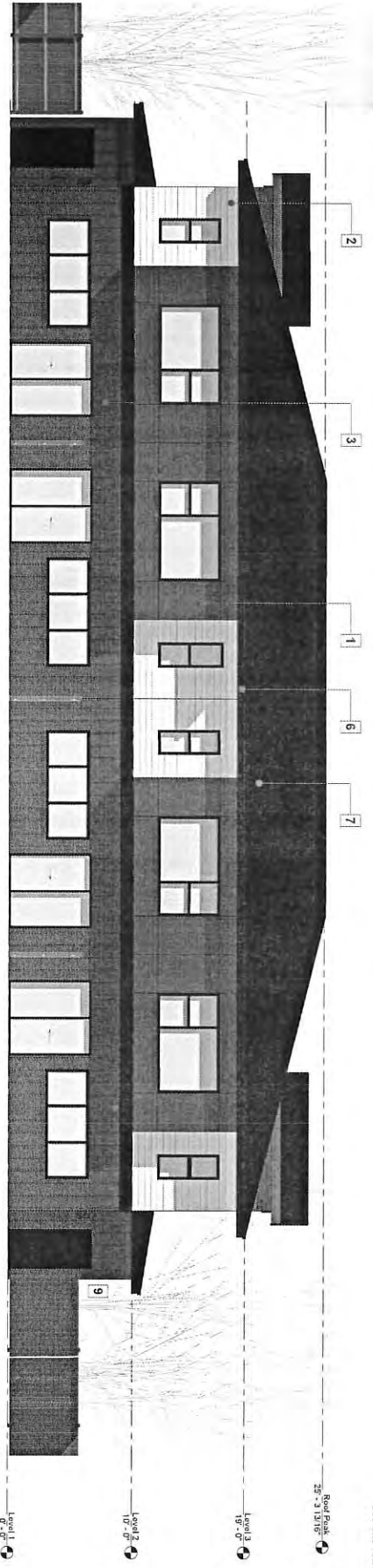


- Material Board**
- 1 Hardie Panel - Rich Expression
  - 2 Hardie Lap Siding - White
  - 3 Hardie Board and Batten - Rich Expression
  - 4 Shingle Cedar (or Cedar) - Stained Natural Color
  - 5 Back - Black w/lt. Gray Mortar
  - 6 Cedar Fences - Black
  - 7 Ruffled Shingles - Black
  - 8 Cedar Accents - Stain 1/2c
  - 9 Saddle Lighting
  - 10 Sconce Lighting
- \*See Lighting Key for Counts per Building

Elevation Information		
Style	Type	Count
□	Window	See Schedule
○	Door	See Schedule
○	Sconce	See Schedule



① Front Elevation  
1/4" = 1'-0"



② Back Elevation  
1/4" = 1'-0"

REV	DATE	BY	DESCRIPTION
5	22-04-27	MM	ISSUE FOR CP 63
4	22-05-10	MM	ISSUE FOR CP 62
3	22-04-25	MM	ISSUE FOR CP 61
2	22-04-21	MM	ADD SCHEDULES
1	M.D.	MM	ISSUE



**MHA**  
 MacDonald Hagarty Architect Ltd.  
 822 West 4th Avenue  
 Victoria, BC  
 V8W 2R8

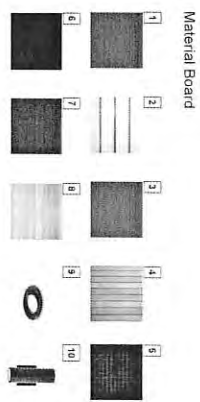
Jubilee 2  
 Unknown Civic Address

ARCH D  
 Front /  
 Rear  
 Elevations

Drawing No.  
**A2.01**

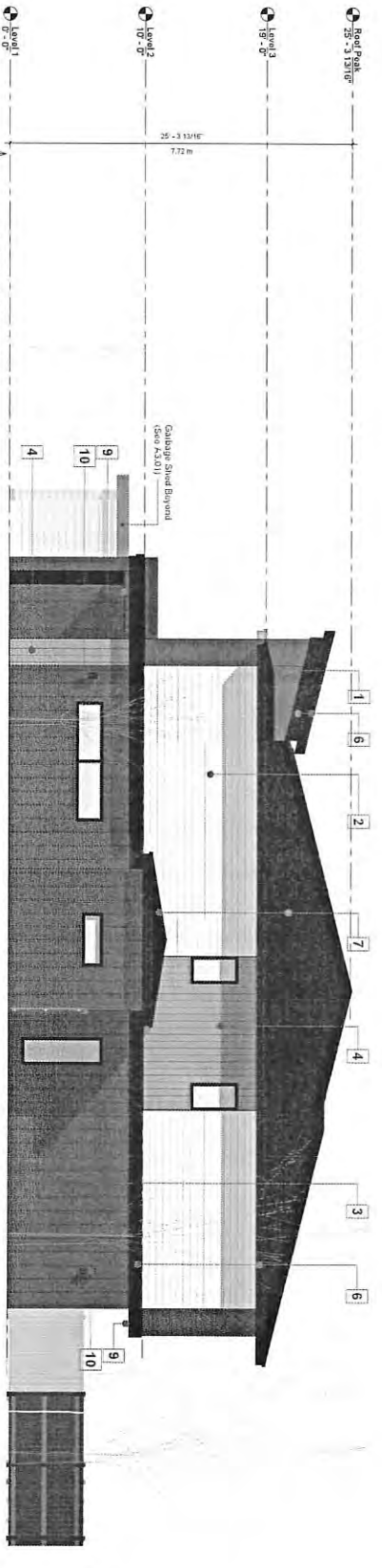
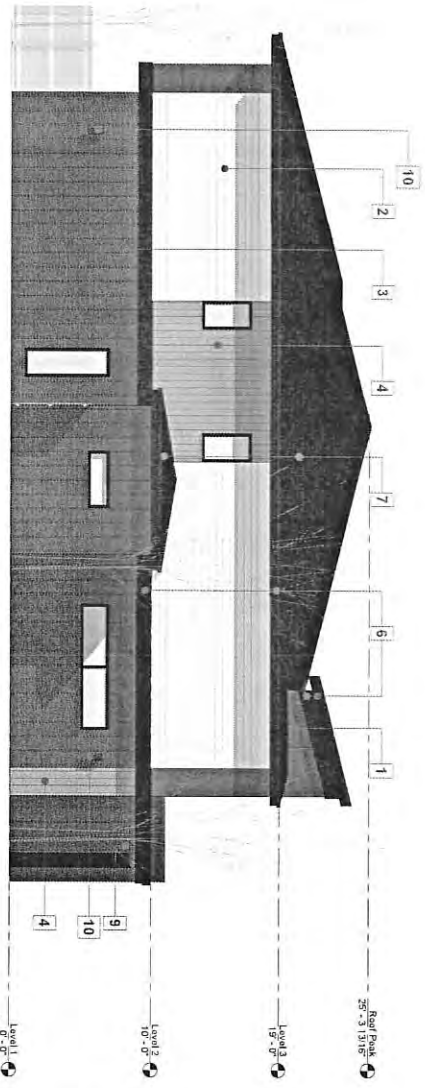
Varies per Building,  
 See Site Plan

Varies per Building,  
 See Site Plan



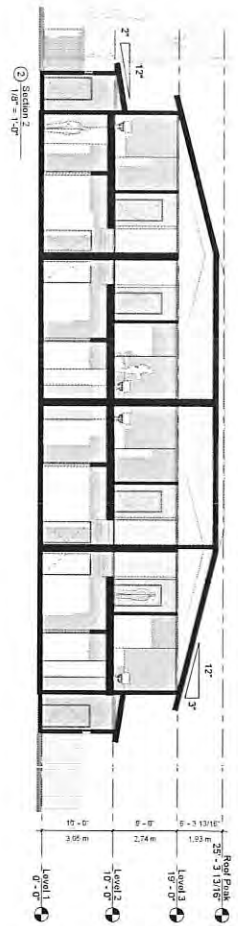
- 1 Harder Panel - Rich Espresso
- 2 Harder Lath Siding - White
- 3 Harder Board and Batten - Rich Espresso
- 4 Shiplap Cedar (or Simulak) - Stained, Natural Cedar
- 5 Brick - Black with Grey Mortar
- 6 Cedar Facade - Black
- 7 Asphalt Shingles - Black
- 8 Cedar Accents - Stain TEC
- 9 Solid Lighting\*
- 10 "See Lighting Key for Canses per Building"

Symbol	Type	Count
○	Postfix	15 per Building
□	Source	4 per Building

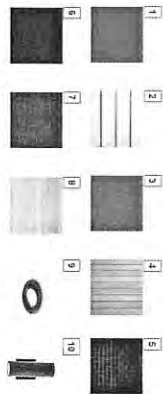


REV	DATE	BY	DESCRIPTION
5	22 09 27		ISSUE FOR DP R3
4	22 05 10		ISSUE FOR DP R2
3	22 04 25		ISSUE FOR DP R1
2	22 04 21		ADD SALMONBERG
1			





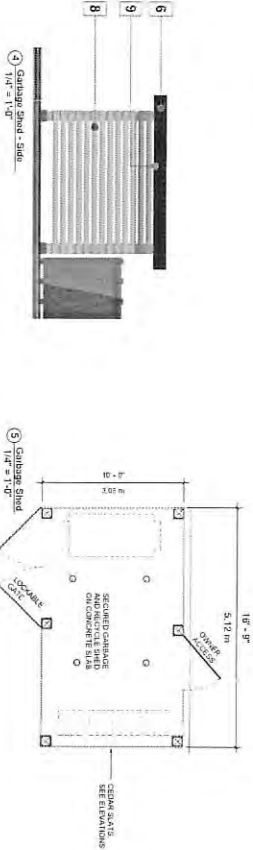
**Material Board**



- 1 Handle Panel - Rich Espresso
- 2 Handle Lap Sliding - White
- 3 Handle Board and Baskets - Rich Espresso
- 4 Shipley Cedar (or Shinkai) - Stained, Natural Cedar
- 5 Brick - Bikes with Gray Mortar
- 6 Cedar Facia - Black
- 7 Asphalt Samples - Black
- 8 Cedar Accents - Stain TBC
- 9 Soft Lighting
- 10

\*See Lighting Key for Council per Building

Exterior Materials Key			
Spec.	Type	Colour	
○	Roofing	14.4m Galvalume Steel	
○	Windows	4mm Clear	



REV	DATE	BY	DESCRIPTION
5	22-05-27		ISSUE FOR CP R3
4	22-05-10		ISSUE FOR CP R2
7	22-04-25		ISSUE FOR CP R1
2	22-04-21		ADD SALTMAN/BEER
1	19-08-22		ISSUE



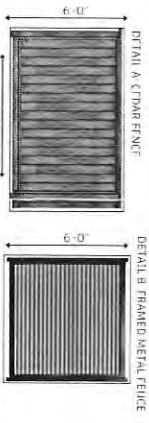
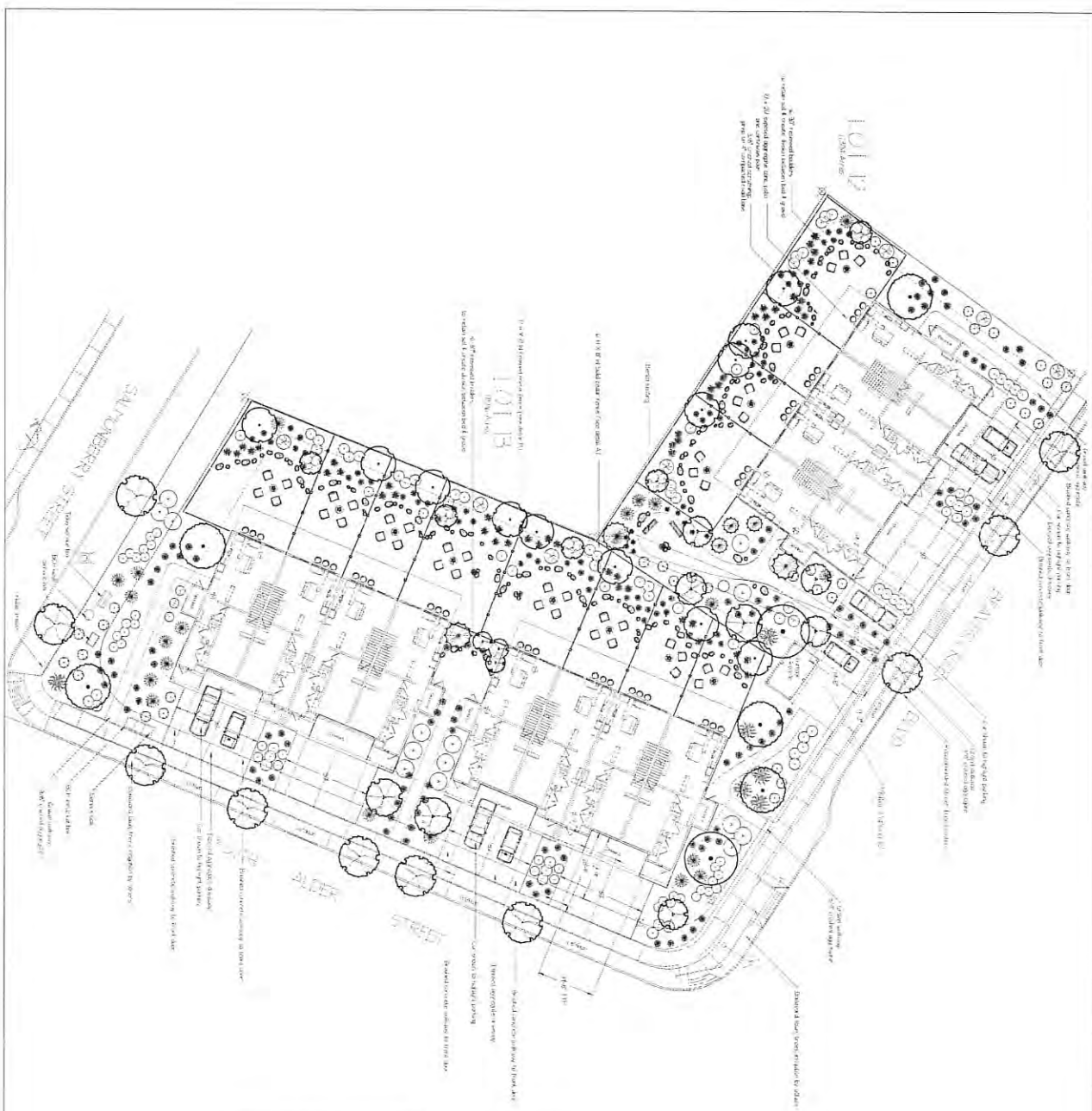
  
 MacDonald Hagarty Architect Ltd.  
 822 West 11th Street  
 Vancouver, BC  
 V5Z 1M1

Drawing No:  
**A3.01**

ARCH D  
 Sections/Garbage  
 Shed

Jubilee 2  
 Unknown Civic Address





DESCRIPTION	QUANTITY	UNIT
1. 30\"/>		



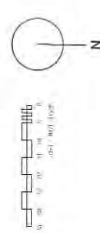
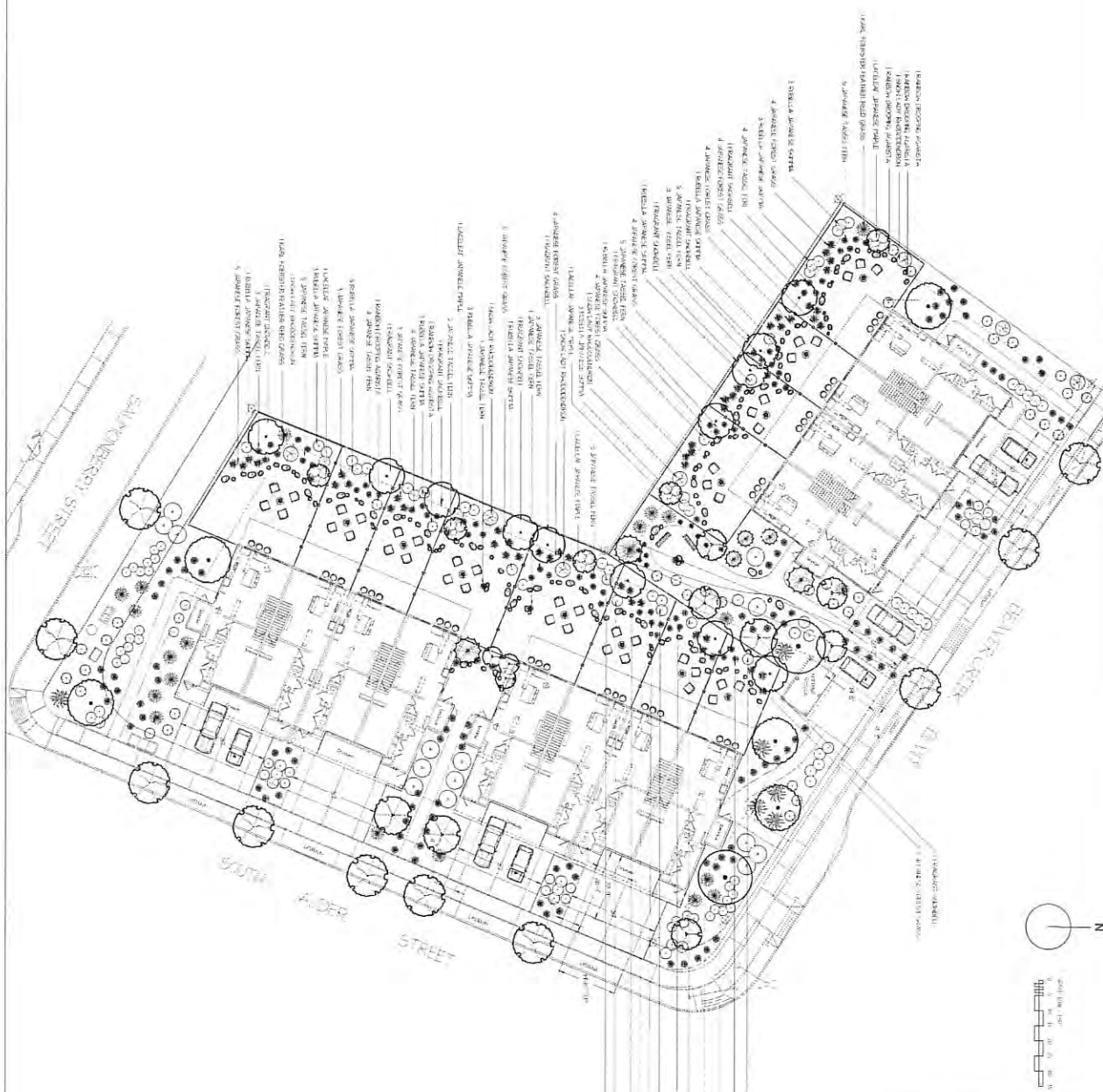
GENERAL NOTES:

1. All work shall be in accordance with the approved contract documents and specifications.
2. The contractor shall be responsible for obtaining all necessary permits and approvals.
3. All materials and workmanship shall conform to the approved contract documents and specifications.
4. The contractor shall be responsible for the protection of all existing utilities and structures.
5. All work shall be completed within the approved schedule.
6. The contractor shall be responsible for the removal and disposal of all waste materials.
7. All work shall be completed in accordance with the approved contract documents and specifications.
8. The contractor shall be responsible for the maintenance of all access roads and easements.
9. All work shall be completed in accordance with the approved contract documents and specifications.
10. The contractor shall be responsible for the removal and disposal of all waste materials.









**GENERAL NOTES:**

1. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan and the information provided in the site plan.

2. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

3. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

4. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

5. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

6. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

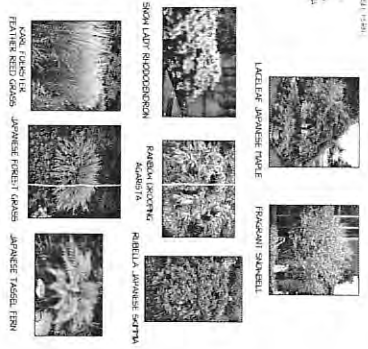
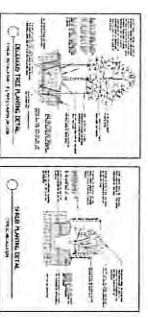
7. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

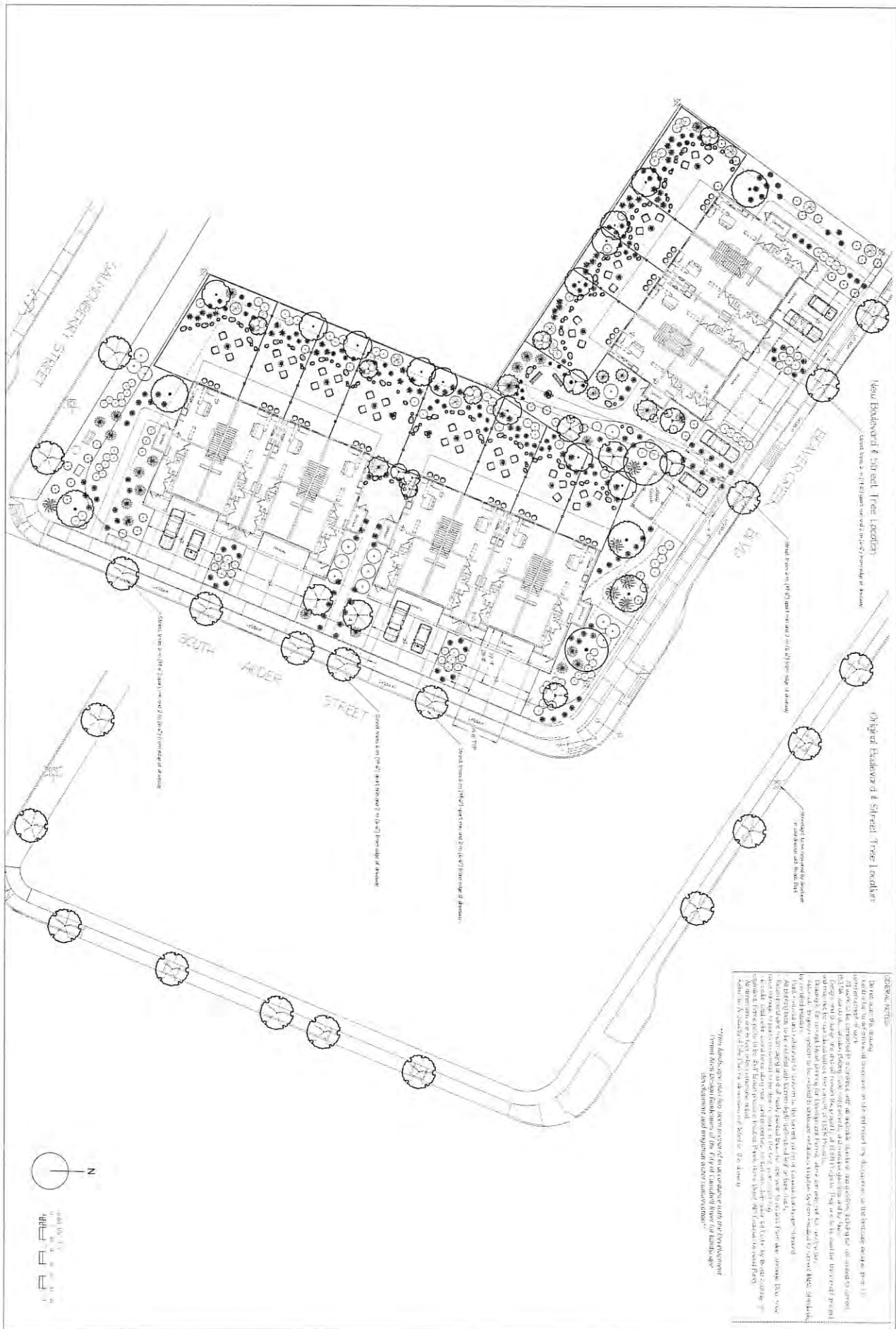
8. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

9. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

10. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

NO.	DESCRIPTION	QUANTITY	UNIT
1	Planting Area	100	Sq. Ft.
2	Planting Area	200	Sq. Ft.
3	Planting Area	300	Sq. Ft.
4	Planting Area	400	Sq. Ft.
5	Planting Area	500	Sq. Ft.
6	Planting Area	600	Sq. Ft.
7	Planting Area	700	Sq. Ft.
8	Planting Area	800	Sq. Ft.
9	Planting Area	900	Sq. Ft.
10	Planting Area	1000	Sq. Ft.





# EXHIBIT "B"

PRELIMINARY STRATA PLAN OF:

**LOT 13, SECTION 17, TOWNSHIP 1, COMOX DISTRICT, PLAN EPP114699**

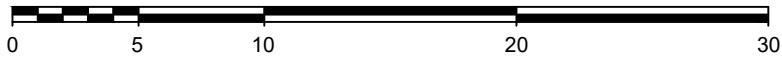
SHEET 1 OF 4 SHEETS

STRATA PLAN EPS \_\_\_\_\_

B.C.G.S 92F.094

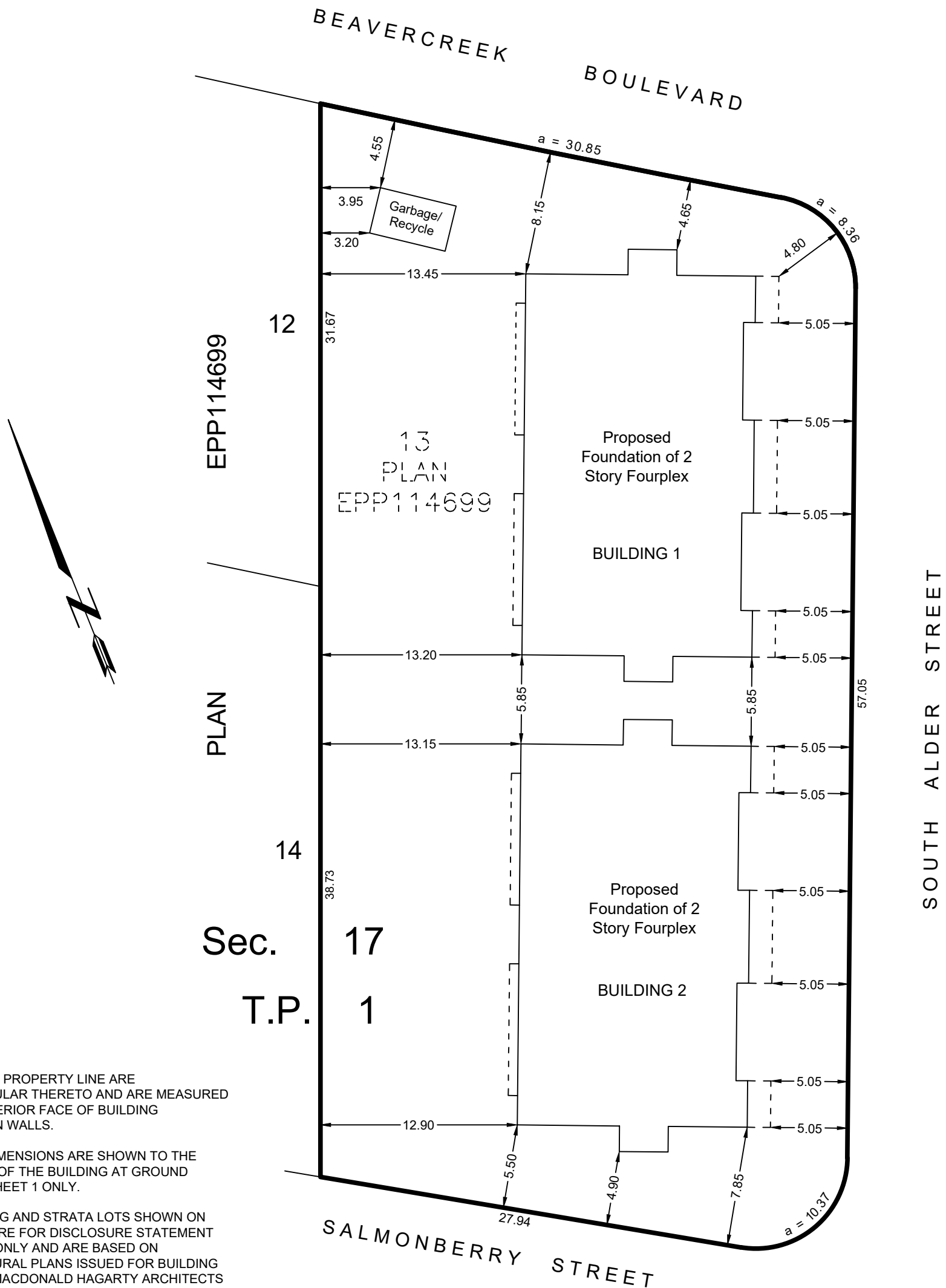
CIVIC ADDRESS: 3028 ALDER STREET S, CAMPBELL RIVER, BC

SCALE 1:300 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF



THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300.

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



OFFSETS TO PROPERTY LINE ARE PERPENDICULAR THERETO AND ARE MEASURED TO THE EXTERIOR FACE OF BUILDING FOUNDATION WALLS.

BUILDING DIMENSIONS ARE SHOWN TO THE PERIMETER OF THE BUILDING AT GROUND LEVEL ON SHEET 1 ONLY.

THE BUILDING AND STRATA LOTS SHOWN ON THIS PLAN ARE FOR DISCLOSURE STATEMENT PURPOSES ONLY AND ARE BASED ON ARCHITECTURAL PLANS ISSUED FOR BUILDING PERMIT BY MACDONALD HAGARTY ARCHITECTS LTD, DATED SEPTEMBER 30, 2022.

ALL AREAS SHOWN ARE SUBJECT TO AS-BUILT MEASUREMENT.

March 30, 2023

**J.E. ANDERSON & ASSOCIATES**

Surveyors - Engineers

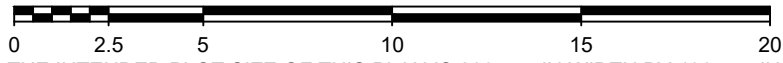
Victoria - Nanaimo - Parksville - Campbell River

F-1250 CEDAR STREET, CAMPBELL RIVER, BC. V9W 2W5

File: 120927\_Preliminary\_Strata\_Plan

# GROUND FLOOR BUILDINGS 1 AND 2

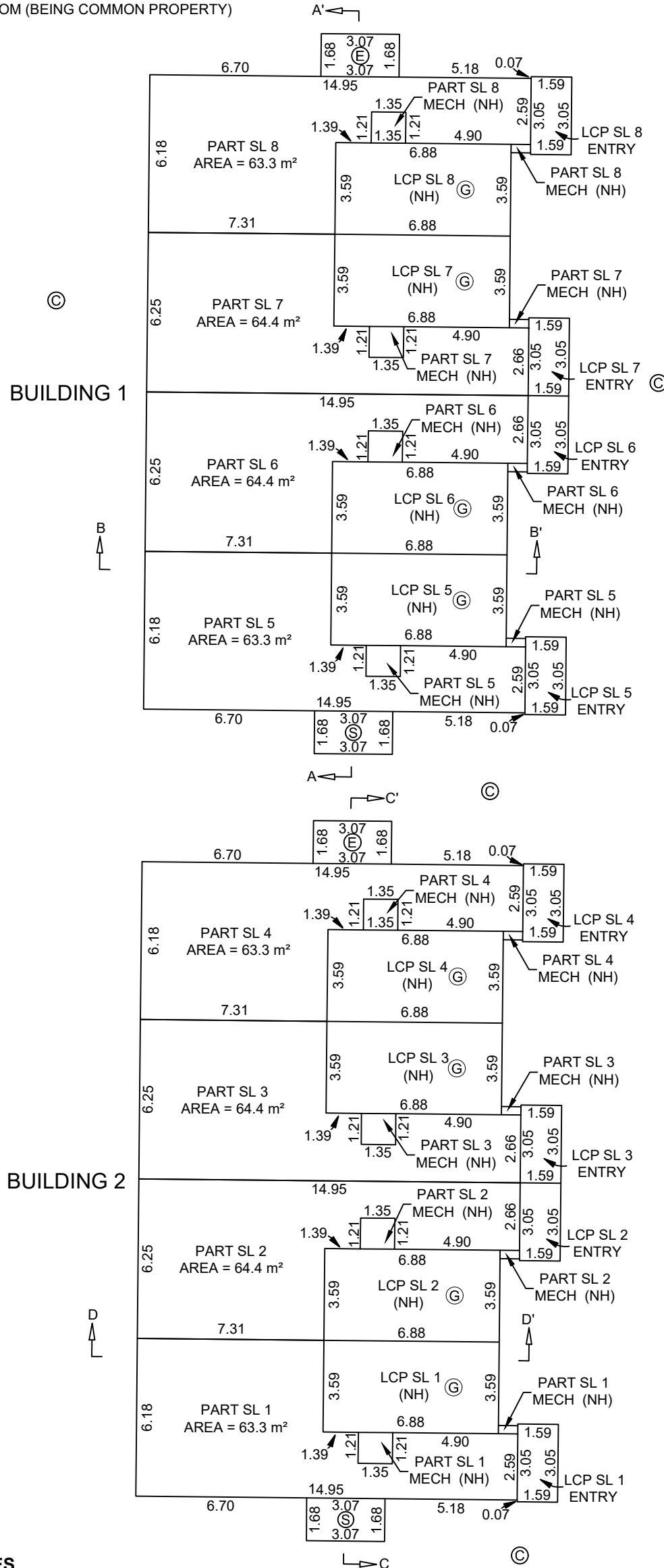
SCALE 1:200 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF



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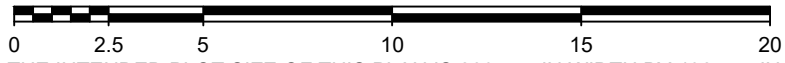
### LEGEND

- SL INDICATES STRATA LOT
- NH INDICATES NON-HABITABLE
- ⊙ INDICATES COMMON PROPERTY
- LCP INDICATES LIMITED COMMON PROPERTY
- ⊙ INDICATES GARAGE (BEING LIMITED COMMON PROPERTY)
- ⊙ INDICATES SPRINKLER ROOM (BEING COMMON PROPERTY)
- ⊙ INDICATES ELECTRICAL ROOM (BEING COMMON PROPERTY)



# SECOND FLOOR BUILDINGS 1 AND 2

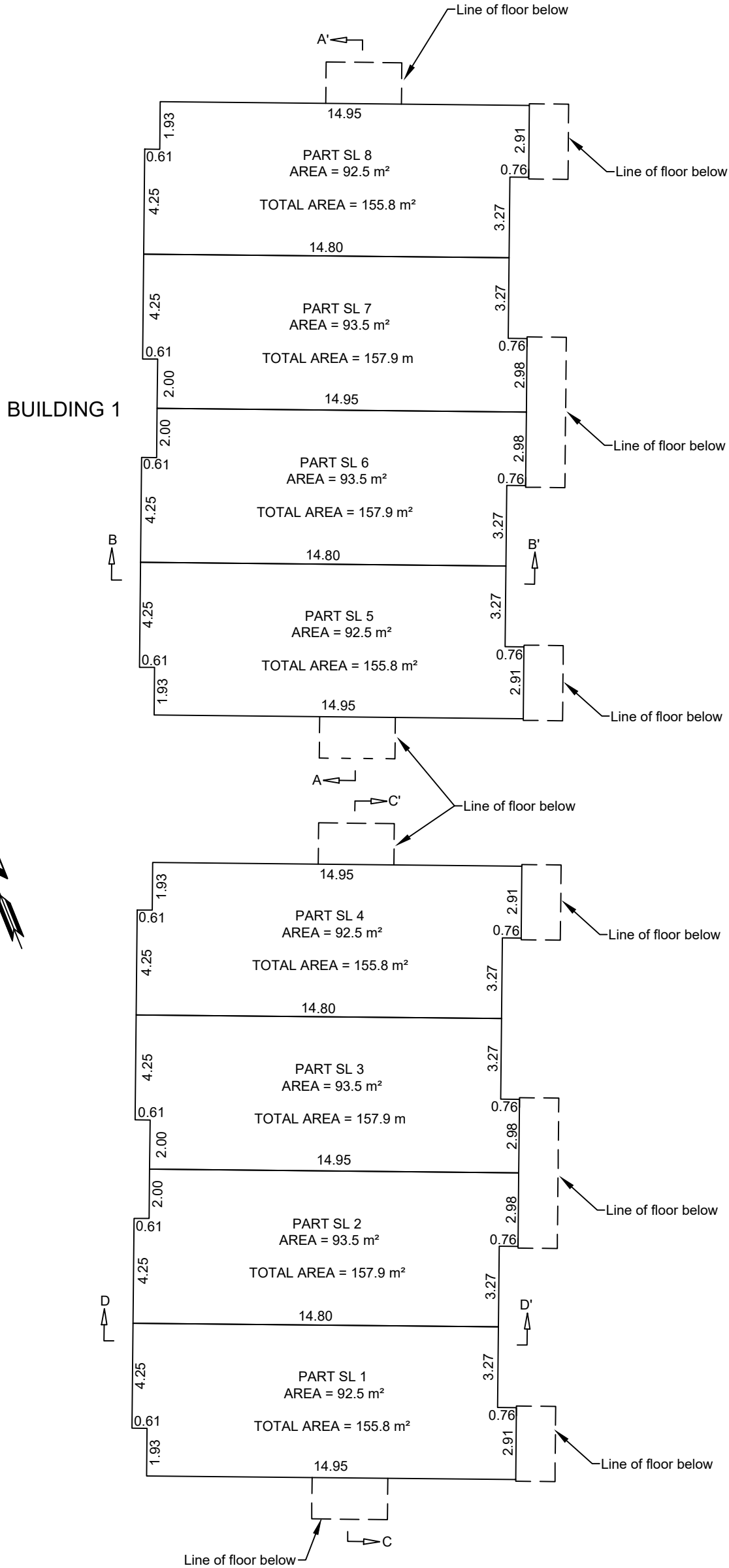
SCALE 1:200 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF



THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200.

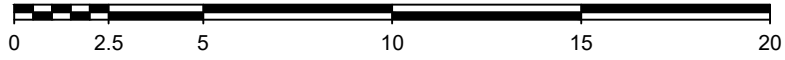
### LEGEND

SL INDICATES STRATA LOT



# CROSS SECTIONS BUILDING 1 AND 2

SCALE 1:200 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF



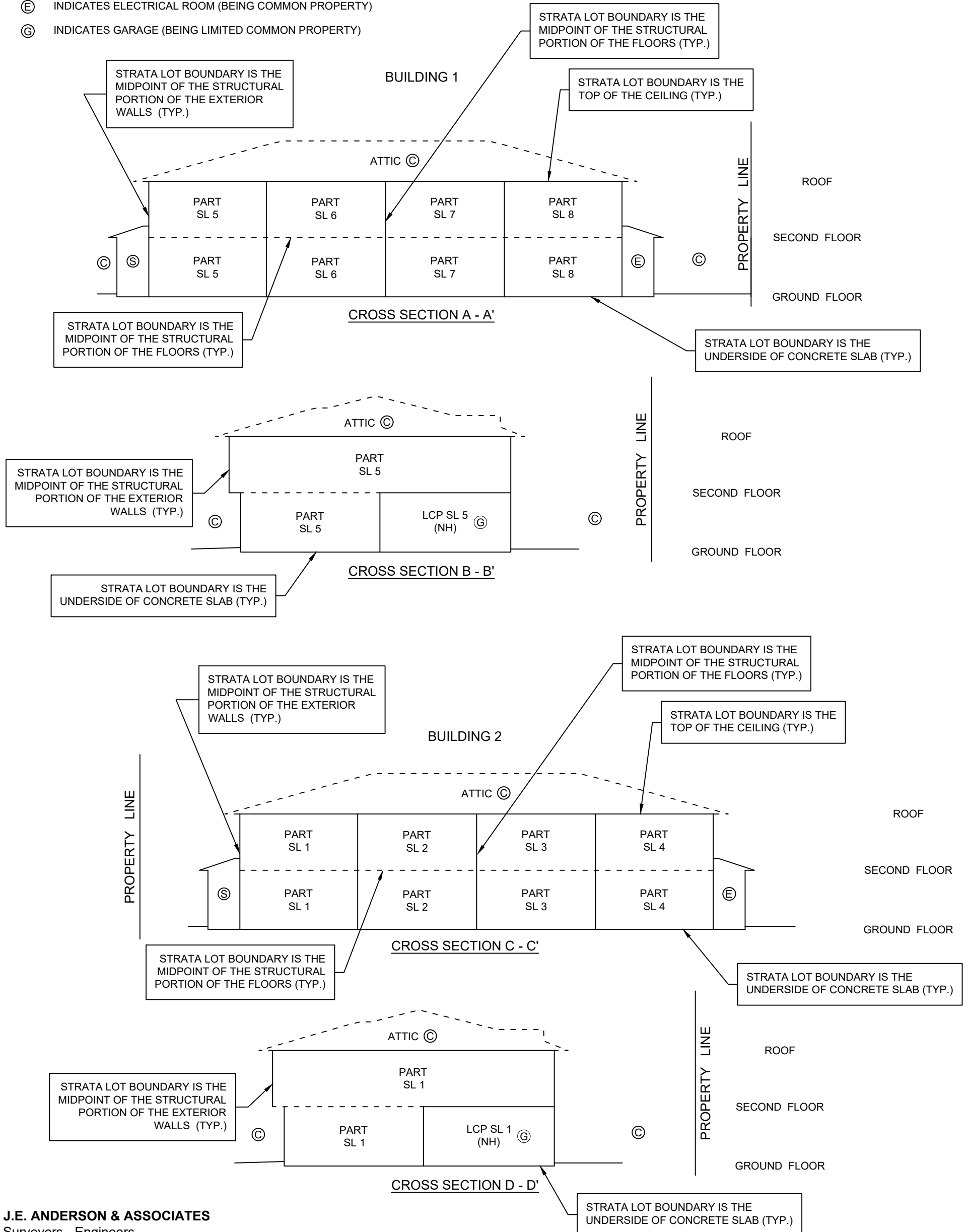
THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200.

## LEGEND

- SL INDICATES STRATA LOT
- NH INDICATES NON-HABITABLE
- LCP INDICATES LIMITED COMMON PROPERTY
- Ⓢ INDICATES SPRINKLER ROOM (BEING COMMON PROPERTY)
- ⓔ INDICATES ELECTRICAL ROOM (BEING COMMON PROPERTY)
- ⓐ INDICATES GARAGE (BEING LIMITED COMMON PROPERTY)

## NOTE:

THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO THE MIDPOINT OF STRUCTURAL PORTION OF THE EXTERIOR WALLS AND THE MIDPOINT BETWEEN THE STRUCTURAL PORTIONS OF PARTY WALLS BETWEEN STRATA LOTS.



## J.E. ANDERSON & ASSOCIATES

Surveyors - Engineers

Victoria - Nanaimo - Parksville - Campbell River

F-1250 CEDAR STREET, CAMPBELL RIVER, BC. V9W 2W5

File: 120927\_Preliminary\_Strata\_Plan

*Bylaw 3401, 2009 – Sep 13/11 adds CD1 Zone*

## 5.41 Jubilee Heights Neighbourhood Comprehensive Development (CD1) Zone

Sections 5.41.1 through 5.41.5 apply to any lot in the CD1 Zone.

### **Purpose:**

This zone provides for a comprehensive mix of land uses for the Jubilee Heights Neighbourhood with the intent of allowing residents to walk to many of their daily services and employment opportunities.

### **5.41.1 Definitions:**

**5.41.1 Live/Work:** A residential use combined with an accessory commercial use in such a manner that the residential and commercial uses constitute a single occupancy of the premises. Not more than 40% of the gross floor area of the live/work unit shall be used for the commercial use, up to a total maximum area of 80 square metres. The commercial use within Live/Work shall be limited to the following uses only:

- (a) Bed and breakfast limited to two rental rooms
- (b) restaurant
- (c) retail store
- (d) office
- (e) making, processing, and assembly of products (auxiliary to the principal commercial use)
- (f) artist studio
- (g) personal service establishment
- (h) merchandise service establishment
- (i) health services or fitness centre
- (j) medical clinic, dental clinic
- (k) printing and publishing

### **5.41.2 AREA I – Mixed-use Neighbourhood Centre**

#### **(I) 5.41.2.1 Permitted Uses:**

- (a) hotel, motel
- (b) restaurant with or without ancillary drive-through
- (c) licensed facilities, licensee retail store
- (d) retail store
- (e) office
- (f) bank or other financial institution

- (g) personal service establishment
- (h) merchandise service establishment
- (i) health services or fitness centre
- (j) medical clinic, dental clinic
- (k) community hall or centre
- (l) veterinary clinic
- (m) funeral parlour
- (n) printing and publishing
- (o) gas bar / convenience store
- (p) single family residential dwelling
- (q) triplex or threeplex
- (r) apartments and townhouses
- (s) secondary suite
- (t) community care, or social care facility, or both
- (u) live / work
- (v) fire station
- (w) ancillary uses

**Bylaw 3736, 2019 October 7, 2019 adds (x)**

- (x) two family residential or duplex

#### **5.41.2.2 Density:**

- (a) Where a lot includes both commercial AND residential uses, the maximum floor area ratio is 2.5.
- (b) Where the use of a lot is solely commercial OR residential, the maximum floor area ratio is 1.5.

**Bylaw 3736. 2019 October 7, 2019 amends conditions of use for a) b)**

#### **5.41.2.3 Conditions of Use:**

- (a) Only one retail occupancy shall have a floor area of up to 3,200 square metres in Area I, and this occupancy shall only be used as a grocery store. All other retail occupancies shall be limited to 600 square metres.
- (b) The maximum combined floor area for all commercial uses shall not exceed 6,600 square metres. For the purposes of this subsection, hotel/motel and live/work uses are excluded from the maximum floor area calculations.



- (c) There shall be only one hotel/motel located in either Area I or Area II. The maximum number of sleeping units for the hotel/motel shall not exceed 90. The hotel/motel may include meeting rooms no larger than 140 m<sup>2</sup> each in size, but shall exclude conference facilities.

**5.41.2.4 Lot Area:**

The minimum lot area shall not be less than 200 square metres.

**5.41.2.5 Building Height:**

The maximum height of a principal building shall not exceed 16.0 metres.

**5.41.2.6 Setbacks:**

- (a) The following setbacks shall be required for all uses, except single-family:
- i) A front yard setback of not less than 2.0 metres is required.
  - ii) A rear yard setback of not less than 2.0 metres is required.
  - iii) A side yard setback of not less than 2.0 metres is required.
  - iv) Where a side yard abuts a highway, arterial, or collector road as identified in the City of Campbell River Official Community Plan, a setback of not less 4.5 metres is required.
- (b) The following setbacks shall be required for single-family:
- i) A front yard setback of not less than 4.0 metres is required.
  - ii) Notwithstanding section 5.40.2.6 b) i., a front yard setback for a garage of not less than 5.5 metres is required.
  - iii) A rear yard setback of not less than 4.0 metres is required.
  - iv) A side yard setback of not less than 1.5 metres is required.
  - v) Where a side yard setback abuts a local road, a setback of not less 2.5 metres is required;
  - vi) Where a side yard abuts a highway, arterial, or collector road as identified in the City of Campbell River Official Community Plan, a setback of not less 4.5 metres is required.

**5.41.2.7 Lot Coverage:**

The maximum coverage of all buildings on a site shall not exceed 65%.

# EXHIBIT "D"

## *Strata Property Act*

### FORM V

#### SCHEDULE OF UNIT ENTITLEMENT

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

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

P.I.D. 031-593-372 LOT 13, SECTION 17, TOWNSHIP 1, COMOX DISTRICT,  
PLAN EPP114699

---

#### BUILDING STRATA PLAN

The unit entitlement for each strata lot is one of the following [*check appropriate box*], as set out in the following table:

- (a) the habitable area, in square meters, of the strata lot, as determined by a British Columbia Land Surveyor, rounded to the nearest whole number as set out in 246(3)(a)(i) of the *Strata Property Act*.

**OR**

- (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

**OR**

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

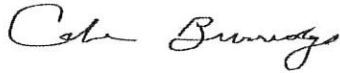
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Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in square meters	Unit Entitlement	%* of Total Unit Entitlement
1	2,3,4	155.8	1	12.5%
2	2,3,4	157.9	1	12.5%
3	2,3,4	157.9	1	12.5%
4	2,3,4	155.8	1	12.5%
5	2,3,4	155.8	1	12.5%
6	2,3,4	157.9	1	12.5%
7	2,3,4	157.9	1	12.5%
8	2,3,4	155.8	1	12.5%
<b>Total number of lots: 8</b>			<b>Total unit entitlement: 8</b>	

- \* expression of percentage is for informational purposes only and has no legal effect
- \* Strata Lot areas are based on architectural plans provided by MHA Architects and are for disclosure statement purposes only

Dated: April 12, 2023




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COLIN A. BURRIDGE, BCLS

Dated:




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EVAN LARKAM, AUTHORIZED SIGNATORY,  
NORTHLAND DEVELOPMENTS LTD.  
INC. NO. BC1230147

# EXHIBIT "E"

## 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, occupant or visitor must ensure that a pet is kept quiet, controlled and clean. Any excrement on Common Property or Limited Common Property must be immediately disposed of by the pet owner.
- (5) 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.
- (6) An owner, occupier or visitor of a Strata Lot must not park or stand any motor or other vehicle, including but not limited to a trailer, motor home, or camper, boat, on Common Property or Limited Common Property.
- (7) The owner must keep the Strata Lot in a good and tidy condition at all times and free of all garbage and debris, except for garbage kept in receptacles approved in writing by the Strata Council.
- (8) No uninsured vehicle, recreation vehicle, camper, trailer, tent trailer, boat, boat trailer, or other similar chattel shall remain parked or stored on any Strata Lot, Common Property, or Limited Common Property.
- (9) No satellite dishes shall be permitted on the exterior of any building located on any Strata Lot.
- (10) No flags, sheets, foil, shall be permitted on any exterior window or deck railing of any building on any Strata Lot. Window Fixtures are preferred to be white in colour for exterior continuity.

#### **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 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.
  - (h) wiring, plumbing, piping, heating, air conditioning and other services; and
  - (i) converting uninhabitable areas to habitable areas.

- (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.]

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **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) \$100 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 "F"

<b>Northland Developments Ltd. - 3028 South Alder Street</b>	
<b>12 month proposed Budget - 8 units</b>	
<b>REVENUE</b>	
STRATA FEE ASSESSMENTS	\$ 30,151.00
INTEREST	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 30,151.00</b>
<b>EXPENSES</b>	
<b><u>GENERAL AND ADMINISTRATIVE</u></b>	
ADMINISTRATION EXPENSES	\$ 100.00
LEGAL	\$ 533.34
PROFESSIONAL FEES	\$ 5,600.00
BANK CHARGES	\$ -
BUILDING INSURANCE	\$ 7,810.00
<b>TOTAL GENERAL AND ADMINISTRATIVE</b>	<b>\$ 14,043.34</b>
<b><u>UTILITY SERVICES</u></b>	
GARBAGE/RECYCLING	\$ 3,733.34
WATER/SEWER	\$ 1,066.67
COMMON ELECTRICITY	\$ 1,466.66
<b>TOTAL MAINTENANCE COSTS</b>	<b>\$ 6,266.67</b>
<b><u>GROUNDS &amp; BUILDING MAINTENANCE</u></b>	
LANDSCAPING AND IRRIGATION	\$ 3,466.66
REPAIRS AND MAINTENANCE	\$ 1,800.00
SNOW REMOVAL	\$ 666.67
TELEPHONE (FIRE ALARM MONITORING)	\$ 166.67
FIRE SAFETY AND BACKFLOW INSPECTION	\$ 400.00
WINDOW WASHING/GUTTER	\$ 600.00
<b>TOTAL MAINTENANCE COSTS</b>	<b>\$ 7,100.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 27,410.00</b>
<b>CONTIGENCY FUND CONTRIBUTUION (CRF) 10% OF EXPENESES</b>	<b>\$ 2,741.00</b>
<b>TOTAL BUDGETED ANNUAL COMMON COSTS</b>	<b>\$ 30,151.00</b>
<b>\$</b>	<b>\$314.00</b>

Each of the Strata lots will be responsible for the monthly payment of its proportionate share of the foregoing annual budget figure, which is calcdted according to the following formula:

(Unit Entitlement being Calculated by Surveyor)

The Strata fee for each Strata Lot of the development is:  
\$314.00

# EXHIBIT "G"

## JUBILEE TOWNHOMES 3028 SOUTH ALDER STREET, CAMPBELL RIVER 703 BEAVER CREEK BOULEVARD, CAMPBELL RIVER CONTRACT OF PURCHASE AND SALE

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

BUYER	
Name(s)	_____
Occupation	_____
Address	_____
Telephone (home)	_____ (work) _____
E-Mail	_____
Buyers GST Number	_____
Buyer's Lawyer	_____

### CAPITALIZED TERMS IN THIS AGREEMENT WILL HAVE THE MEANINGS SPECIFIED IN PARAGRAPH 25.

**THE BUYER OFFERS TO PURCHASE FROM THE SELLER**, on the terms and conditions set out in this Agreement, good and marketable freehold title to **Strata Lot** \_\_\_\_\_ as generally showing on the drawings annexed to this Agreement as Schedule 'A' (the "**Property**") to be created from part of the lands located at 3028 SOUTH Alder Street, Campbell River, British Columbia and legal described as Parcel Identifier 031-593-372, Lot 13 Plan EPP114699 ), and 703 Beaver Creek Boulevard, Campbell River, British Columbia and legal described as Parcel Identifier 031-593-364, Lot 12, Plan EPP114699 free and clear of all encumbrances except the Permitted Encumbrances, and subject to any conditions listed in Schedule 'C':

#### 1. ACKNOWLEDGMENT

The Buyer has received the Disclosure Statement from the Seller filed with the Superintendent of Real Estate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to and including amendments to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Buyer has been provided with an opportunity to read, review and to ask questions concerning the Disclosure Statement before signing this Agreement.

Initials

#### 2. PURCHASE PRICE

The purchase price to be paid by the Buyer for the Property is \$ \_\_\_\_\_ and **DOES NOT INCLUDE GST**. GST is the responsibility of the Buyer in accordance with paragraph 7 of this Agreement.

\$  
Purchase Price

#### 3. DEPOSIT

The Deposit in the amount of \$ \_\_\_\_\_ is due within 72 hours after the later of:

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- (a) all Buyer's Conditions set out in Schedule 'C' having been waived or declared fulfilled. By the Buyer; and
- (b) seven (7) days after the later of the date this Agreement was entered into or the date the Buyer received a copy of the Disclosure Statement.

**4. USE OF DEPOSITS**

Deposits will be paid in trust to CR Lawyers, as stakeholder, will **NOT** accrue interest and be held in accordance with the *Real Estate Services Act* and the *Real Estate Development and Marketing Act*. Deposits will be:

- (a) paid to the Seller on the Closing Date on account of the Purchase Price according to paragraph 15 below, if the Seller and the Buyer complete the sale and purchase of the Property on the Closing Date;
- (b) paid to the Buyer in full and final satisfaction of any right or remedy the Buyer may have at law or in equity, if the Buyer is entitled to cancel this Agreement in accordance with paragraph 24 of this Agreement and elects to do so, or if the Seller, for any reason except the Buyer's default, fails to complete the sale of the Property to the Buyer as contemplated by this Agreement; or
- (c) paid to the Seller, at the Seller's election, without prejudice to any other right or remedy the Seller may have at law or in equity, if the Buyer for any reason is in default of the Buyer's obligations under this Agreement.

**5. ADJUSTMENTS**

All Purchase Price adjustments of whatsoever nature normally made between a Seller and Buyer on the sale of similar property in British Columbia will be made as of the Closing Date. For clarity, the Buyer will assume and pay all levies, taxes, rates, local improvement assessments, and other charges, from and including the Closing Date.

**6. DELIVERY OF PURCHASE PRICE**

The Purchase Price, adjusted in the manner set out in paragraph 5 above, will be delivered by the Buyer as follows:

- (a) by payment of the Deposit in accordance with paragraph 3 which is to be delivered to the Seller's Lawyer's on or before the Closing Date;
- (b) by payment of the Final Payment, according to paragraph 15 below.

**7. GST**

- (a) The Purchase Price **excludes** GST, which the Buyer will pay to the Seller on the Closing Date in addition to the Purchase Price unless the Buyer is a GST Registrant.
- (b) If a GST Registrant, the Buyer will self-assess the amount of the GST exigible on the Purchase Price, and account directly to the Canada Revenue Agency. On the Closing Date, the Buyer will also deliver to the Seller a certificate executed in accordance with paragraphs 221(2)(b) and (c) of the *Excise Tax Act*.

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- (b) B.C. Transition Tax is not exigible on the Purchase Price, and the Seller is NOT a foreign supplier.

**8. PROPERTY**

Notwithstanding the preliminary configuration, area, and dimensions of the Property shown on the drawing annexed to this Agreement, the final configuration, area and dimensions of the Property will be established only following regulatory approval and registration of the Strata Plan. The Buyer acknowledges and agrees that the final configuration, area, and dimensions of the Property may vary from the preliminary configuration, area, dimensions of the Property shown on the drawings annexed to this Agreement, but in no event will the final area of the Property vary by more than ten (10) percent without the Buyer's express written consent.

**9. DELAYS**

Except as provided in this paragraph 9, the Closing Date will not be later than the Target Date. At the option of the Seller, the Closing Date may be extended beyond the Target Date, where:

- (a) There has been any delay in registration of the Strata Plan or the receipt of the occupancy permit for the Property, for any reason, and
- (b) The Seller has provided at least seven (7) days written notice of delay to the Buyer,

And in that case, the Closing Date will be extended by one or more periods equal to the duration of such delay, as estimated by the Seller, to a maximum aggregate period of delay not exceeding sixty (60) days.

**10. REPRESENTATION**

The Seller represents to the Buyer and warrants that:

- (a) The Seller is or will be on, registration of the Strata Plan in the Land Title Office, the registered and beneficial owner of the Property;
- (b) The Seller is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (c) On the Closing Date, the Seller will have good and marketable title to the Property, free and clear of all liens, charges and encumbrances save and except the Permitted Encumbrances;
- (d) All municipal tax, rates and assessments with respect to the Property will be paid in full by the Seller, as of the Closing Date.

**11. RISK**

The Property will be and remain at the risk of the Seller until and including 12:01 p.m. on the Closing Date. After 12:01 p.m. on the Closing Date, the Property will be at the risk of the Buyer.

**12. COSTS**

The Buyer will bear all costs directly related to the conveyance of the Property to the Buyer, including Property Transfer Tax and, if applicable, any costs incurred by the Buyer in arranging a

mortgage over the Property. The Seller will bear all costs relating to the clearing title to the Property and delivering clear title to the Buyer except for the Permitted Encumbrances.

**13. INSPECTION**

On written notice to the Seller, the Buyer may inspect the Property at any time (the "Inspection Date") after an occupancy permit is received for the Property but in no event less than seven (7) days before the Closing Date. Following inspection, the Buyer and Seller will complete a comprehensive list of deficiencies, if any, to be corrected by the Seller, such list to be signed by both parties and deemed to the acceptance by the Buyer of the physical condition of the Property subject only to the deficiency list. The Property will be re-inspected following completion of the corrective work and a final acceptance in form satisfactory to the Seller will be signed by the Buyer, it being understood that the Closing Date will not be extended by reason only of the existence of deficiencies, nor will any part of the Purchase Price be held back by the Buyer or the Buyer's solicitors on the Closing Date.

**14. PROPERTY TAX AND PROPERTY PURCHASE TRANSFER TAX**

- (a) The Buyer acknowledges that, if he, she, or it is a foreign national, foreign corporation, or taxable trustee (as defined in the *Property Transfer Tax Act*, the Buyer will be responsible to pay directly to the Province of British Columbia additional transfer tax equal to twenty (20.0%) of the Purchase Price.
- (b) The Buyer acknowledges that he, she, or it may be responsible to pay an annual speculation tax to the Province of British Columbia if the property is not the Buyer's principal residence, or if the Buyer is a foreign national or foreign corporation.

**15. COMPLETION**

Sale of the Property by the Seller to the Buyer will be completed as follows:

- (a) The Closing Documents and any GST Documents which the Seller may require will be prepared by the Buyer's Lawyers in form and substance satisfactory to the Seller's Lawyers, acting reasonably.
- (b) The Buyer's Lawyers will deliver the Closing Documents to the Seller's Lawyers at least five (5) business days before the Closing Date.
- (c) On or before the Closing Date, the Seller's Lawyers will delivery to the Buyer's Lawyers duly executed copies of the Closing Documents, and the Buyer's Lawyers will deliver to the Seller's Lawyers duly executed copies of the GST Documents.
- (d) Sale of the Property will complete at the Land Title Office, at noon (12:00p.m.) on the Closing Date.
- (e) On or before the Closing Date, the Buyer will deliver the Final Payment to the Buyer's Lawyers in trust. If part of the Purchase Price is to be financed by way of a new mortgage granted to the Buyer, the Buyer may, while still required to pay the Final

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Payment on the Closing Date, wait to pay the same until after the Transfer and Form B Mortgage have been deposited in the Land Title Office provided that, before deposit of the said Transfer and Form B Mortgage.

- i. The Buyer has deposited in trust with the Buyer's Lawyers a sum equal to the Final Payment less only the part of the Purchase Price being financed by the new mortgage;
  - ii. The Buyer has satisfied each of the mortgagee's conditions for funding, save and except deposit of the Form B Mortgage in the Land Title Office;
  - iii. The Buyer's Lawyers have received written confirmation from the mortgagee that funds will be advanced in the normal course of business, on the basis of a pending registration; and
  - iv. The Buyer's Lawyers have undertaken, in writing and in form satisfactory to the Seller's Lawyers, firstly to deliver the Final Payment to the Seller's Lawyers in trust upon completion of a reasonably satisfactory post-registration search of the Property title following deposit of the Transfer and Form B Mortgage and receipt of mortgage proceeds and after completion of a reasonably satisfactory post-registration search of the Property title, and, secondly, to withdraw the Transfer and Form B Mortgage if, for any reason, the Buyer is on the Closing Date unable to pay the Final Payment.
- (f) Following payment is described in sub-paragraph (e) above, and after receipt of the Closing Documents by the Buyer's Lawyers, the Buyer will cause the Buyer's Lawyers to deposit the Transfer in the Land Title Office.
- (g) On completion of a reasonably satisfactory post-registration search of the Property title, the Buyer will cause the Buyer's Lawyers to, firstly, authorize the Seller's Lawyers to release the Deposits to the Seller, and secondly, deliver the Final Payment to the Seller's Lawyers, in trust.
- (h) The requirements of this paragraph 15 are concurrent. The Buyer and Seller specifically agree that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered.
- (i) Notwithstanding any contrary term of this Agreement, the Seller may wait to pay and discharge from the Property title any financial encumbrances described in the Disclosure Statement until after the receipt of the Purchase Price.

**16. POSSESSION**

Provided that the Seller has received the Purchase Price, the Buyer will have vacant possession of the Property at 12:01p.m. on the Possession Date, free and clear of all encumbrances, except the Permitted Encumbrances.

**17. TIME**

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Time will be the essence for all purposes of this Agreement.

**18. ASSURANCES**

Each party will, at all times and from time to time, execute and deliver to the other such further assurances, acts, and documents as may be reasonably necessary to give effect to terms, covenants, representations and warranties in this Agreement.

**19. AMENDMENT**

This Agreement may not be amended or otherwise modified without the express written agreement of the Seller and the Buyer.

**20. RESALE**

The Buyer will not advertise or solicit offers from the public with respect to the Property or otherwise list the Property on the Multiple Listing Service in advance of the Closing Date.

**21. ASSIGNMENT**

- (a) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- (b) **WITHOUT THE SELLER'S PRIOR CONSENT, ANY ASSIGNMENT OF THIS AGREEMENT IS PROHIBITED.** The Buyer may, with the Seller's prior written consent and subject to the remaining terms of this paragraph 21, assign this Agreement to the member of the Buyer's immediate family or a company that is wholly owned by the Buyer.
- (c) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- (d) Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
  - i. the party's identity;
  - ii. the party's contact and business information;
  - iii. the terms of the assignment agreement.
- (e) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**
- (f) An assignment of this Agreement will not be effective unless:

Initials	Initials	Initials
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- i. the Buyer has delivered to the Seller’s Lawyers all Deposits then due, the receipt of which has been acknowledged by the Seller’s Lawyers, in writing;
- ii. the Buyer has paid, to the Seller, an administrative fee equal to the greater of \$5,000,000, plus GST and fifty percent of any fee paid directly or indirectly to the buyer, as assignor by or on behalf of the assignee, plus goods and services tax, as consideration for the Seller’s consent to assignment and as reimbursement of the Seller’s associated legal and administrative costs;
- iii. the assignment is in writing (the “**Assignment Agreement**”), in form and substance approved by the Seller, acting reasonably, and includes, without limitation, the explicit agreement of the Buyer and assignee:
  - (a) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment,
  - (b) to provide the Seller with the information and records required under the *Real Estate Development Marketing Act*;
- iv. the Seller has executed the Assignment Agreement.

**22. PRIVACY**

The Buyer consents to the collection, use, and disclosure by the Seller and the Seller’s Agent of personal information concerning the Buyer for all purposes consistent with the transaction contemplated by this Agreement, for enforcing codes of professional conduct the ethics for real estate board members, and for the purposes (and to the recipients) described in the British Columbia Real Estate Association brochure titled *Privacy Notice and Consent*.

**23. AGENCY**

The Buyer acknowledges having received, read, and understood the Real Estate Council of British Columbia form titled “*Disclosure of Representation in Trading Services*”, and confirms that:

- (a) The Seller has an agency relationship with the Seller’s Agent (If Any), licensed under the *Real Estate Services Act*;
- (b) **THE BUYER HAS NO AGENCY RELATIONSHIP WITH THE SELLER’S AGENT (IF ANY)**

**24. CANCELLATION**

- (a) The Buyer may cancel this Agreement where entitled to do so according to Section 21 of the *Real Estate Development Marketing Act*.
- (b) The Seller may cancel this Agreement by giving 10 days written notice to the Buyer:
  - i. If the Strata Plan, for any reason, is not registered in the Land Title Office within thirty days after the Target Date;

<i>Initials</i>	<i>Initials</i>	<i>Initials</i>
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- (c) All deposits paid by the Buyer will be returned to the Buyer upon notice of cancellation from the Buyer or the Seller according to this paragraph 24.

## 25. DEFINITIONS

In this Agreement and in any Schedule attached:

- (a) **“Agreement”** means this contract of purchase and sale and any schedule attached.
- (b) **“Closing Documents”** means:
- i. The Form A Freehold Transfer (the “Transfer”);
  - ii. The Seller’s Statement of Adjustments (the “Statement of Adjustments”);
  - iii. A *Strata Property Act* Form B Information Certificate; and
  - iv. A *Strata Property Act* Form F Certificate of Payment.
- (c) **“Closing Date”** means \_\_\_\_\_, 2023.
- (d) **“Deposit”** or **“Deposits”** means the deposit set out in paragraph 3 of this Agreement
- (e) **“Disclosure Statement”** means the disclosure statement dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ as amended to the date of this Agreement, and prepared by the Seller in accordance with the provisions of the *Real Estate Development Marketing Act* filed with the Superintendent of Real Estate, together with any amendments filed with the Superintendent of Real Estate to the including the date upon which this Agreement has been signed.
- (f) **“Final Payment”** means a sum equal to the Purchase Price as adjusted in accordance with paragraph 5 above, less the Deposits previously paid to the Seller’s Lawyers.
- (g) **“GST”** means 5% Goods and Services Tax.
- (h) **“GST Documents”** means a certificate issued by the Buyer pursuant to Section 221(2)(b) and 221(2)(c) of the *Excise Tax Act* (Canada).
- (i) **“Permitted Encumbrances”** means the subsisting conditions, provisions, restrictions, exceptions and reservations in the original crown grant for the Property (or a parent parcel of the Property, as the case may be), together with the other encumbrances noted in Section 4 of the Disclosure Statement.
- (j) **“Possession Date”** means the day immediately following the Closing Date.
- (k) **“Purchase Price”** means the amount set out on page 1, paragraph 2 of this Agreement.
- (l) **“Buyer’s Lawyers”** means the solicitors retained by the Buyer to complete purchase of the Property from the Seller.

(m) "Strata Plan" means a strata plan of part of the lands presently described as Parcel Identifier 031-593-372, Lot 13, Plan EPP114699, and Parcel Identifier 031-593-364, Lot 12, Plan EPP114699 by which marketable title to the Property will be created.

(n) "Sellers Agent" if any means \_\_\_\_\_

(o) "Seller's Lawyer" means Stewart Carstairs, CR Lawyers.

(p) "Target Date" means \_\_\_\_\_, 2023.

**26. BINDING**

This Agreement will enure to the benefit of and be binding upon the respective parties, their executors, administrators, heirs, successors and assigns. If more than one person is described as the Buyer, then all such person will be jointly and severally liable for the Buyer's obligations.

**27. ENTIRE AGREEMENT**

This Agreement, including the Schedules annexed to this Agreement, and the Disclosure Statement constitutes the entire agreement between the Buyer and Seller. The Seller has not made any representation or warranty to the Buyer which is not expressly set out in this Agreement or in the Disclosure Statement. The Buyer acknowledges and agrees that reference in this Agreement to the Disclosure Statement will not be construed so as to extend upon any right of rescission set out in the *Real Estate Development Marketing Act*.

**28. LEGAL ADVICE**

The Buyer acknowledges and agrees that he/she/they has had the opportunity to seek independent legal advice before signing this Agreement and that it fully understands and accepts each term of this Agreement.

**29. OFFER**

The offer described in this Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is open for acceptance until noon (12:00p.m.) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Seller may accept this Agreement by executing a counterpart of this Agreement and delivering it to the Buyer by courier or facsimile on or before the specified date and time. If accepted, this Agreement will become a contract of purchase and sale binding upon both the Seller and the Buyer, on the terms and conditions herein contained. Upon acceptance by the Seller, the Buyer will deliver the Deposit to the Seller's Lawyers.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**Buyer**

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

Per: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Per: \_\_\_\_\_

Initials	Initials	Initials
----------	----------	----------

**30. ACCEPTANCE**

The Seller accepts the terms and conditions described in this Agreement and agrees to convey and sell the Property to the Buyer on the Closing Date, in accordance therewith.

Dated at the City of Campbell River this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**NORTHLAND DEVELOPMENTS LTD.**

Per: \_\_\_\_\_

<i>Initials</i>
-----------------

**GST DISCLOSURE**  
**Purchase Price (before GST) - \$**  
**GST (5% of the Purchase Price) - \$**  
**GST Rebated (assigned to the Seller) – N/A**  
**Purchase Price (including GST) - \$**

<i>Initials</i>	<i>Initials</i>	<i>Initials</i>
-----------------	-----------------	-----------------



**SCHEDULE "A"**  
**THE PROPERTY**

<i>Initials</i>	<i>Initials</i>	<i>Initials</i>
-----------------	-----------------	-----------------

**SCHEDULE "B"**  
**PERMITTED ENCUMBRANCES**

**Legal Notations**

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6359631

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7248125

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 20.03.1984 UNDER NO. N23032  
(SEE PLAN 40916)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FA101721

**Charges, Liens and Interests**

EXCEPTIONS AND RESERVATIONS 48537G WITH ESQUIMALT AND NANAIMO RAILWAY COMPANY;

UNDERSURFACE RIGHTS 54436G WITH ESQUIMALT AND NANAIMO RAILWAY COMPANY;

UNDERSURFACE RIGHTS 54438G WITH ESQUIMALT AND NANAIMO RAILWAY COMPANY;

UNDERSURFACE RIGHTS J88300 WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA;

UNDERSURFACE RIGHTS K113100 WITH WELDWOOD OF CANADA LIMITED;

UNDERSURFACE RIGHTS L42701 WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA;

UNDERSURFACE RIGHTS S107238 WITH BRINCO COAL CORPORATION;

UNDERSURFACE RIGHTS EJ50326 WITH HILLSBOROUGH RESOURCES LIMITED;

COVENANT FA136785 WITH CITY OF CAMPBELL RIVER;

COVENANT FA7141635 WITH CITY OF CAMPBELL RIVER;

COVENANT CA7373060 WITH CITY OF CAMPBELL RIVER;

STATUTORY RIGHT OF WAY CA858986 and CA8658989 IN FAVOUR OF BC HYDRO AND TELUS ; AND

STATUTORY BUILDING SCHEME CA7817947.

**SCHEDULE "C"**  
**BUYER'S CONDITIONS**

The Buyer's obligation to complete purchase of the Property on the Closing Date is subject to Satisfaction of the following conditions on or before the date indicated for each condition:

(a) The Buyer arranging mortgage financing for an amount, at an interest rate, and on terms and conditions the Buyer considers satisfactory;

(b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The condition precedent set out in the paragraphs above is the Buyer's sole benefit, and may be waived unilaterally by the Buyer, at the Buyer's election. Following notice of the satisfaction or waiver of the conditions precedent within the time provided, delivered by the Buyer to the Seller, this agreement will become an unconditional agreement for the purchase and sale of the Property. If the Buyer does not give the Seller notice of the satisfaction or waiver of the condition precedent within the time provided, the Buyer's obligation to purchase the Property will be at an end, and the Deposit (if already paid) will be promptly returned to the Buyer.

# EXHIBIT "H"

## DISCLOSURE STATEMENT OF NORTHLAND DEVELOPMENTS LTD. 703 Beaver Creek Boulevard June 13, 2023

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Developer: NORTHLAND DEVELOPMENTS LTD.

Address for Service: Unit 1 - 701 Sitka Street, Campbell River, British Columbia V9H 0E5

Business Address: Unit 1 - 701 Sitka Street, Campbell River, British Columbia V9H 0E5

Development: **A four (4) unit strata townhome development**

Developer &/or the Developer's Brokerage (if any):

The Developer intends to market the strata lots for sale under this Disclosure Statement. Any employees of the Developer who market the strata lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of purchasers. In addition to marketing the strata lots itself, the Developer may also utilize the services of Royal LePage Advance Realty, of 972 Shoppers Row, Campbell River, British Columbia V9W 2C5. The Developer reserves the right to change its agents or appoint additional agents from time to time.

### 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.**

**This is a Phased Disclosure Statement filed pursuant to the Real Estate Development Marketing Act.**

**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 \_\_\_\_\_ who has confirmed that fact by initialing in the space provided here \_\_\_\_\_.**

## 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 to the Developer or the Developer's brokerage, if any, 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.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice 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 savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the Developer or the Developer's trustee must promptly return the deposit to the Purchaser.

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**EXHIBITS**

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- Exhibit "A" Development Permit**
- Exhibit "B" Strata Plan**
- Exhibit "C" Zoning**
- Exhibit "D" Schedule of Unit Entitlement**
- Exhibit "E" Strata Corporation Bylaws**
- Exhibit "F" Estimated Budget and Monthly Assessments**
- Exhibit "G" Contract of Purchase and Sale**

## 1. DEVELOPER

**Name of Developer: NORTHLAND DEVELOPMENTS LTD.**

### 1.1. Incorporation Particulars of the Developer

Northland Developments Ltd.  
Jurisdiction of Incorporation: British Columbia  
Date of Incorporation: November 13, 2019  
Incorporation Number: BC1230147

1.2. The Developer was incorporated for the purpose of developing the strata lots described in this Disclosure Statement. The Developer has no significant assets other than the Lands (as that term is defined in paragraph 4.1 below).

1.3. The Developer has a registered and records office at 906 Island Hwy, Campbell River, British Columbia, V9W 2C3.

1.4. The Directors of the Developer are:

**Evan Larkam**

### 1.5. Background of the Developer, Directors and Officers

(a) The Developer was formed on November 13, 2019, for the purposes of acting as the Developer, and as such, it has real estate development experience developing and constructing a four (4) unit townhome development at 703 Beaver Creek Boulevard in Campbell River BC.

Evan Larkam is a director of the Developer and has approximately 11 years' experience in real estate acquisition and development across Western Canada. Mr. Larkam has over 19 years of combined experience in real estate sales, development, and property management in personal commercial real estate.

(b) To the best of the Developer's knowledge, neither the Developer nor any principal holders of the Developer nor any director or officer of the Developer or principal holder, within ten (10) years before the date of the Developer's declaration attached to the Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or a 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.

(c) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, or any director or officer of the Developer or principal holder has within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, declared bankruptcy or made a voluntary assignment in bankruptcy, made a proposal under any legislation



relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- (d) To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five (5) years prior to the date of the Developer's declaration attached to Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity:
  - (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, and describe any penalties or sanctions imposed, 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.

## **1.6 Conflicts**

The Developer is not aware of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the Purchaser's purchase decision.

## **2. GENERAL DESCRIPTION OF THE DEVELOPMENT**

### **2.1. Description**

The Developer intends to construct, on the Lands, a four (4) unit townhome development (the "Development"). The Development will include private parking (described in Part 3 of this Disclosure Statement).

It is expected that the Development, when completed, will consist of four (4) strata titled residential townhome units on the Lands (collectively, the "Strata Lots" and each a "Strata Lot"), all to be stratified in accordance with the provisions of the *Strata Property Act*.

The townhome units will be woodframe construction on concrete slab foundation. Exterior finishes will include cement fibre and wood with black vinyl windows. The roof surfaces will be asphalt shingles. Interior finishes will include vinyl plank in the bathrooms, laminate wood in main living areas on first and second storey, and carpet

in the stairwells, upstairs hallways, and bedrooms. Cabinetry will have a white finish and light wood cabinets with white quartz countertop.

The City of Campbell River issued a Development Permit on August 22, 2022 under number P22000199. A copy of the Development Permit is annexed to this Disclosure Statement at Exhibit 'A'.

The City of Campbell River has issued Building Permits for the Development on January 4, 2023 under number: BP004097 and BP004099.

A copy of the preliminary strata plan depicting the Strata Lots is annexed at Exhibit 'B' (the "**Preliminary Strata Plan**"). Dimensions and locations of the Strata Lots as shown on the Preliminary Strata Plan may vary when the final surveyed strata plan for the Development (the "**Strata Plan**") is completed. A copy of the final Strata Plan will be delivered to purchasers before the sale of a Strata Lot is completed. The Developer reserves the right to alter the division of Strata Lots, and to join or divide any of the Strata Lots, and/or consolidate any part of the Common Property or Limited Common Property such that the number of Strata Lots may vary. As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots and the Unit Entitlement (as defined at section 3.1) figures in respect of any of the Strata Lots may be adjusted and the monthly strata fee figures with respect to any of the Strata Lots may be adjusted.

Strata Lots will be owned individually, together with a proportionate share in the common property (the "**Common Property**") of the strata corporation (the "**Strata Corporation**"). Collectively, all of the owners in the Development will form the Strata Corporation.

All of the Strata Lots described in this Disclosure Statement will be offered by the Developer, for sale.

Strata Lots will be owned individually, together with a proportionate share of any Common Property shown on the *Strata Property Act* Form V to be filed with the Strata Plan.

It is anticipated that, upon the completion of the Development, the civic address of the Development will be 703 Beaver Creek Boulevard, Campbell River, British Columbia with individual unit numbers for all strata lots. However, that address is subject to change as may be required by the City of Campbell River.

## **2.2. Permitted Use**

The Lands are within the Comprehensive Development One A1 Zone (CD1-A1) and Comprehensive Development One A2 Zone (CD1-A2) described at pages 144 – 148 (copies of those pages are attached as Exhibit "C" of the City of Campbell River Zoning Bylaw No 3200, 2006 (the "**Zoning Bylaw**"). Strata Lots are restricted to the uses described in section 5.41.2.1 and 5.41.3.1 Permitted Land Uses of the Zoning bylaw.

Prospective purchasers must review the entire Zoning Bylaw and not just the portions included as Exhibit “C”.

To the extent permitted in the Zoning Bylaw, use of the lands in a manner other than what is intended by the Developer may be permissible. Without limitation, the Zoning Bylaw may permit use of Strata Lots for home-based business or secondary suite in accordance with the Zoning Bylaw and the other bylaws of the City of Campbell River.

**Although the Developer has not restricted rentals, the Strata Lots may be subject to other restrictions imposed by the City of Campbell River or other authorities, from time to time, with respect to the short-term rental of transient accommodation.**

Prospective purchasers must make their own inquiries with the Planning Department at the City of Campbell River and may obtain a full copy of the Zoning Bylaw at:

Address: 301 St. Ann’s Road, Campbell River, V9W 4C6

Telephone: 250-286-5725

email: [planning@campbellriver.ca](mailto:planning@campbellriver.ca)

### **3. STRATA LOT INFORMATION**

#### **3.1. Unit Entitlement**

The unit entitlement for each Strata Lot means the number indicated in the schedule of unit entitlement established under Section 246 of the *Strata Property Act* that is used in calculations to determine the strata lot’s share of:

- (a) the common property and common assets; and
- (b) the common expenses and liabilities of the Strata Corporation.

The unit entitlement for each residential Strata Lot in the Development is a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*. The *Strata Property Act* proposed Form V Schedule of Unit Entitlement of the Development is annexed at Exhibit ‘D’ to this Disclosure Statement. The Form V Schedule of Unit Entitlement for will be filed in the Land Title Office concurrently with deposit of the strata plan. Unit entitlement calculations shown in Exhibit ‘D’ are approximate and may vary from the final calculations shown on the final Schedule of Unit Entitlement.

#### **3.2. Voting**

Each strata lot will be granted one vote in the Strata Corporation

#### **3.3. Common Property and Facilities**

The common property may include common buildings, gardens, access roads,

pathways, ramps, stairs, parking, and electrical and mechanical rooms. The precise size and location of the common property will appear on the Strata Plan. Other than what is described in this paragraph, there will be no common assets.

### 3.4. Limited Common Property

Limited Common Property (“**Limited Common Property**”) is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners.

The Developer will designate Limited Common Property on deposit of the Strata Plan or otherwise in accordance with the *Strata Property Act*; any such allocation will be at the Developer’s sole discretion. Except as noted below, maintenance and repair expenses incurred by the Strata Corporation relating to Limited Common Property will be allocated to the Strata Lot or Strata Lots in respect of which the limited common property designation has been made. It is expected that the Developer will designate, as Limited Common Property, specific balconies, patios, and driveway areas.

Strata Lot owners will be responsible for maintaining and repairing Limited Common Property which they use other than the following items which are to be maintained and repaired by the Strata Corporation:

- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (b) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) stairs, balconies and other things attached to the exterior of a building;
  - (iv) doors, windows on the exterior of a building or that front on the common property;
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property will be allocated only to those Strata Lots entitled to use that Limited Common Property and will be shared among such Strata Lots on the basis of their relative unit entitlement. Any special levy, however, which relates to Limited Common Property, will be paid for by the owners of all Strata Lots in the Development in proportion to the relative unit entitlement of the Strata Lots.

A Limited Common Property designation shown on the final Strata Plan may only be removed or modified by a unanimous resolution of the members of the Strata Corporation.

## **THE DEVELOPER INTENDS TO DESIGNATE LIMITED COMMON PROPERTY AS SHOWN ON THE STRATA PLAN ANNEXED AT EXHIBIT 'B'.**

### **3.5. Bylaws**

The Strata Corporation' bylaws will be the Schedule of Standard Bylaws contained in the *Strata Property Act*, a copy of which is annexed as Exhibit 'E' to this Disclosure Statement, as amended by a Form Y Owner Developer's Notice of Different Bylaws with respect to pet restrictions and included as part of Exhibit 'E'.

The Bylaws do not impose any restrictions on age of occupants, rentals, or the use or resale of the strata lots.

Pets are limited to 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) Dogs or cats, provided that the total number of dogs and cats does not exceed two (2).

### **3.6. Parking**

Each Strata Lot will have a garage and a driveway as part of the Limited Common Property for the Strata Lot in the size and location shown on the Preliminary Strata Plan.

The Developer reserves the right to amend the size, location, and orientation of all parking stalls by filing an amendment to this Disclosure Statement; the final size and location of each will be shown on the final strata plan, when filed. The Developer also reserves the right to determine which parking stall, if any, is assigned to a Strata Lot.

### **3.7. Furnishing and Equipment**

Each Strata Lot will include a five-piece appliance package (washer/dryer, stove, fridge, dishwasher, and microwave), window coverings, and garage door opener.

### **3.8. Budget**

- (a) The estimated budget for the Strata Corporation for the operation of each Phase of the Development for the first twelve (12) months after deposit of the Strata Plan and the completion of the sale of the first strata lot is shown in Exhibit "F" and represents an estimated monthly assessment for each Strata Lot.

The estimated monthly assessment for each Strata Lot is based on the proposed Schedule of Unit Entitlement of the Strata Lots. The interim budget will change if the Strata Corporation approves an annual budget that differs from the interim

budget included in this Disclosure Statement. The annual budget approved by the Strata Corporation will also be based on the prevailing figures at the time that the budget is approved. Such figures may be higher than the figures set forth in the interim budget, including figures for items such as insurance premiums, taxes and other costs that are beyond the Developer's control that may result in increases to the monthly strata fees.

The budget and assessments after the first twelve (12) months will be established by the owners of the strata lots in accordance with the provisions of the *Strata Property Act* and the bylaws of the strata corporation. The monthly assessments are payable by the owners of the Strata Lots. Electricity, telephone and cablevision are separately metered and payable by the owners of those Strata Lots. Water is not separately metered and the cost of this utility is payable by way of monthly assessments.

- (b) Section 7 of the *Strata Property Act* provides that the Developer must pay the actual expenses of the Strata Corporation that accrue in the period up to the last day of the month in which the first conveyance of a Strata Lot to a purchaser occurs.
- (c) Section 14(4) of the *Strata Property Act* provides that if the expenses accrued by the Strata Corporation, for the twelve (12) month period noted in the interim strata budget, are greater than the operating expenses estimated in the interim budget for that period, the owner developer must pay the difference to the Strata Corporation within eight (8) weeks after the first annual general meeting.

Pursuant to section 14(5) of the *Strata Property Act* and Section 3.1 of the Strata Property Regulation, if the accrued expenses are 10% or more greater than the operating expenses estimated in the interim budget for that period, the Developer must include in the payment referred to in Section 14(4) an additional amount calculated as follows:

- (i) if the accrued expenses are at least 10% greater but less than 20% greater than the estimated operating expenses, the additional amount is the amount payable under section 14 (4) of the Act multiplied by 2;
  - (ii) if the accrued expenses are at least 20% greater than the estimated operating expenses, the additional amount is the amount payable under section 14 (4) of the Act multiplied by 3.
- (d) At the time of the first conveyance of a strata lot in a new strata development to a purchaser, the owner developer will be required to contribute either:
    - (i) 10 per cent of the estimated operating expenses as set out in the interim budget of the strata corporation if the conveyance occurs no later than one year after the deposit of the strata plan; or
    - (ii) The lesser of 10 per cent of the estimated annual operating expenses set out in the interim budget of the strata corporation multiplied by the number of years since the strata plan was deposited, and 50 per cent of the

estimated annual operating expenses set out in the interim budget of the strata corporation if the conveyance occurs later than one year after the deposit of the strata plan.

### 3.9. Utilities and Services

- (a) **Water** – The Developer will, at its cost, install water lines to each strata lot. Water is available from the City of Campbell River water system but is not separately metered. The cost of this utility is payable by way of monthly assessments.
- (b) **Electricity** – Power lines have been installed to the boundary of each lot. Electricity is provided by B.C. Hydro and Power Authority and installation of power lines from the boundary of a lot and the payment of connection charges are the responsibility of a purchaser.
- (c) **Sewage** – A sewage system is available to the Development and will be connected to the municipal sewage works operated by the City of Campbell River.
- (d) **Telephone** – Telephone lines will be installed to the boundary of each lot. The installation of telephone lines from the boundary of a lot and the payment of hookup charges are the responsibility of a purchaser.
- (e) **Natural Gas** – The Development will not be serviced with gas.
- (f) **Garbage Collection** – Residential garbage and recycling is the responsibility of the Strata Corporation.
- (g) **Street Lighting** – The Development will have street level lighting.
- (h) **Access** – The Strata Lots will be accessed from Sitka Street, Campbell River, British Columbia.
- (i) **Sidewalks** – The Development will include public sidewalks, as shown on the preliminary strata plan.
- (j) **Fire Protection** – Fire protection for the Strata Lots is provided by the City of Campbell River. Fire Hall #2 is currently located at 261 Larwood Road, Campbell River, British Columbia, approximately 2.4 km metres from the Development.
- (k) **Police Protection** – Police protection for the Strata Lots is provided by the Royal Canadian Mounted Police. The nearest detachment is located at 275 S. Dogwood Street, British Columbia, approximately 5.6 km metres from the Development.

### 3.10 Strata Management Contracts

**The Developer intends to enter into a strata management contract with Pacific Quorum (Vancouver Island) Properties Inc. The Strata manager is not related to the Developer.**

### 3.11 Insurance

The Developer will place the following insurance coverage with respect to the Development:

- (a) 2 Storey Buildings:
  - (i) a minimum builders' risk broad form insurance policy of course of construction in the amount of \$1,150,000.00 on the units to be constructed with a deductible for earthquake of the greater than, \$50,000 or fifteen (10.00%) percent, flood damage of TEN THOUSAND (\$10,000.00) DOLLARS and a deductible for other losses up to FIVE THOUSAND (\$5,000.00) DOLLARS.
  - (ii) a comprehensive liability insurance policy in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS."

Under section 149 of the *Strata Property Act*, the Strata Corporation must maintain full replacement insurance on the common property, common assets, buildings shown on the Strata Plan, and any fixtures, built or installed, on a Strata Lot by the Developer as part of the original construction.

Fixtures are defined in Regulation 9.1 (1) to the *Strata Property Act* as "items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washer, dryers or other items.

The Development must be insured against "major perils" which are defined in Regulation 9.1 (2) to the *Strata Property Act* as "fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts. Upon the filing of the Strata Plan for the Development, the Developer will obtain the above- described insurance coverage in the name of the Strata Corporation which must thereafter be maintained by the Strata Corporation.

Under section 150 of the *Strata Property Act* and Regulation 9.2 thereto, strata corporations must have liability insurance to insure the strata corporation against liability for property damage and bodily injury in an amount not less than Two Million (\$2,000,000.00) Dollars. Upon the filing of the Strata Plan for the Development the Developer will obtain that liability insurance on behalf of the Strata Corporation which must thereafter be maintained by the Strata Corporation.



The Developer has arranged for the placement of course-of-construction insurance with certain underwriters at Waypoint Insurance together with general liability insurance coverage.

Each purchaser shall be responsible for insuring personal property within his/her own strata unit when the transfer from the Developer is completed.

## **4 TITLE AND LEGAL MATTERS**

### **4.1 Legal Description**

The Strata Lots will be constructed on the lands situated at 703 Beaver Creek Boulevard, Campbell River, British Columbia, currently described as Parcel Identifier 031-593-364, Lot 12, Section 17, Township 1, Comox District Plan EPP114699 (the "Lands").

### **4.2. Ownership**

The Lands are held by the Developer.

### **4.3. Existing Encumbrances and Legal Notations**

Copies of all charges can be obtained from the Land Title Office. Charges attached as exhibits are for reference only; prospective purchasers must conduct their own due diligence with respect to each charge registered against the lands, any of the Strata Lots or the common property.

#### **(a) Legal Notations**

- (i) This Title may be affected by a permit under Part 14 of the Local Government Act, see CA6359631**, this charge relates to the City of Campbell River issuing a Development Variance Permit;
- (ii) Zoning Regulation and Plan under the Aeronautics Act (Canada) filed 20.3.1984 under No.23032 (See Plan 40916)**, the following charge sets out restrictions on development of the Lands due to the Lands being in the vicinity of an airport;
- (iii) This Title may be affected by a permit under Part 14 of the Local Government Act, see FA101721**, this charge relates to the City of Campbell River issuing a Development Variance Permit; and
- (iv) The Lands is annexed Easement CB339556 over Lot 12 Plan EPP114699.**

#### **(b) Charges, Liens and Interests**

- (i) Exceptions and Reservations 48537G**, reserves specific undersurface rights as well as certain other exceptions and reservations to the Esquimalt and Nanaimo Railway Company.

- (ii) **Undersurface Rights 54436G, 54438G**, reserves specific undersurface rights as well as certain other exceptions and reservations to the Esquimalt and Nanaimo Railway Company.
- (iii) **Undersurface Rights J88300 and L42701**, reserves specific undersurface rights as well as certain other exceptions and reservations to Her Majesty the Queen in right of province of British Columbia.
- (iv) **Undersurface Rights K113100** reserves specific undersurface rights as well as certain other exceptions and reservations to Weldwood of Canada Ltd.
- (v) **Undersurface Rights S107238** reserves specific undersurface rights as well as certain other exceptions and reservations to Brinco Coal Corporation.
- (vi) **Undersurface Rights EJ50326** reserves specific undersurface rights as well as certain other exceptions and reservations to Hillsborough Resources Ltd.
- (vii) **Statutory Building Scheme CA9560643**,
- (viii) **Mortgage CA9670390 and Assignment of Rents CA9670391**, in favour of Northland Mortgage and Investment Corporation, to be discharged from title to the Lands in the manner provided in Section 6.2 below.
- (ix) **Statutory Right of Way CB520779 and Statutory Right of Way CB520780** in favour of BC Hydro and Telus for the purpose of transmitting and distributing electricity and for the purpose of telecommunications.
- (x) **Covenant CA9594742** – Timberwest Forest Corp.
- (xi) **Undersurface and Other Exc & Res FB465384**
- (xii) **Easement CB339560** – Appurtenant to Lot 12 Plan EPP114699
- (xiii) **Covenant CB339561**, a covenant in favour of the City of Campbell River requiring the Lands to be developed as multi-family typology.
- (xiv) **Mortgage CB342557 and Assignment of Rents CB342558**, in favour of Northland Mortgage and Investment Corporation, to be discharged from title to the Lands in the manner provided in Section 6.2 below.
- (xv) **Priority Agreement CB520781** – Granting CB520779 Priority Over CA9670390 and CA9670391
- (xvi) **Priority Agreement CB520782** – Granting CB520780 Priority Over CA9670390 and CA9670391
- (xvii) **Priority Agreement CB339562** – Granting CB339560 Priority Over CA9670390 and CA9670391
- (xviii) **Priority Agreement CB339563** – Granting CB339561 Priority Over CA9670390 and CA9670391
- (xix) **Priority Agreement CB342559** – Granting CB342557 Priority Over CA9670390 and CA9670391

- (xx) **Priority Agreement CB342560** – Granting CB342558 Priority Over CA9670390 and CA9670391
- (xxi) **Personal Property Registry Base Registration Nos. 499642N, 208350P and 433673P**, all in favour of Northland Mortgage and Investment Corporation, to be discharged from title to the Lands in the manner provided in Section 6.2 below.

#### **4.4. Proposed Encumbrances**

- (a) Statutory rights of way in favour of utilities and other service providers in substantially the forms required by each supplier, for the provision of electricity, water, and telecommunications.
- (b) Such other legal notations, covenants, easements or statutory rights of way as may be required by any utility, local government or other public authority to service the Strata Lots and the common property or which in the opinion of the Developer will benefit the Strata Lots charged therewith.
- (c) Limited Common Property designations, as shown on the Strata Plan.

#### **4.5. Outstanding or Contingent Litigation or Liabilities**

There are no other outstanding or contingent litigation or other liabilities in respect of the Development or against the Developer that may affect the Strata Corporation or Strata Lot owners.

#### **4.6. Environmental Matters**

The Developer is not aware of any material facts relating to flooding, soil or subsoil conditions or environmental issues and is not aware of any dangers or requirements thereon imposed by any governmental authority.

### **5. CONSTRUCTION AND WARRANTIES**

#### **5.1. Construction Dates**

For the purposes of this Section 5.1:

“commencement of construction” means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit within the development property;

“completion of construction” means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis; and

“estimated date range” means a date range, not exceeding three months, for the commencement of construction or the completion of construction.

Commencement of construction for the development occurred on January 4, 2023. The estimated date range of completion of construction is September 15, 2023 to December 15, 2023.

These dates are estimated only and may vary based on construction factors or market conditions and are subject to the provisions of the Purchase Agreement.

The Property is subject to, from time to time, related construction, noise, odors, dust and dirt adversely impacting the use and enjoyment of the development's residents, occupants and visitors/guests.

## **5.2. Construction Warranties**

### **5.2.1 Limited Warranty**

The Developer is a registered builder under the *Homeowner Protection Act* of British Columbia and will obtain third party warranty coverage from a reputable insurance company (the “Guarantee”), the details of which will be included in a subsequent amendment. The Developer will provide each Strata Lot owner with the Guarantee’s standard Home Warranty Certificate. This warranty includes three parts, one covering all workmanship and materials in the construction of the Development for two (2) years, the second covering water penetration for five (5) years and the third covering major structural components for ten (10) years as more particularly described in the warranty. The limited warranty is offered pursuant to the requirements of the *Homeowner Protection Act*.

The plans and specifications for the Development, including those submitted for building permit and municipal approval purposes, are often altered during construction to meet changes in site conditions, available building products, changes to building codes, changes requested by purchasers and industry conditions. Any changes are to be approved by the appropriate professional consultants and are to be made in accordance with the applicable building code.

For these reasons, the Development is warranted by the Developer to be constructed in general conformance with the plans and specifications approved for the issuance of the building permits or approved in accordance with Section 242 of the *Strata Property Act* but is not warranted to be in specific or exact conformance with those plans and specifications.

### **5.2.2 Manufacturers’ Warranties**

Any manufacturers’ warranties for appliances or equipment, whether located in Strata Lots or in common property, will be passed on to the purchasers or the Strata Corporation, as the case may be, if and to the extent permitted by such warranties.

### 5.3. Previously Occupied Building

The Development will not occupy a previously occupied building.

## 6. APPROVALS AND FINANCES

### 6.1. Development Approval

The City of Campbell River has issued the following building permits in relation to the Development and, as such, the Developer has met the preliminary requirement for marketing strata lots under section 5(1)(b) of the Real Estate Development Marketing Act: BP-004096 & BP-004097

The City of Campbell River issued a Development Permit on August 22, 2022 under number P2200019.

The Developer has met the requirements of *Real Estate Development Marketing Act Policy Statement 5*, and as such, permission of the Superintendent of Real Estate is deemed to be granted.

### 6.2. Construction Financing

The Developer has obtained a satisfactory financing commitment from Northland Mortgage and Investment Corporation (the "**Construction Lender**") for financing to construct the Development, secured by those charges listed in sub-paragraphs 4.3(b)(ix), 4.3(b)(xvi) and 4.3(b)(xxvii) of this Disclosure Statement (collectively, the "**Construction Security**"). The Developer has made arrangements with the Construction Lender for discharge of the Construction Security from each Strata Lot within a reasonable period after sale proceeds are paid by a purchaser. In no event will an amount greater than the net sale proceeds for each Strata Lot be required by the Construction Lender as a condition for the discharge of the Construction Security against such Strata Lot.

The Developer has met the requirements of *Real Estate Development Marketing Act Policy Statement 6*, and as such, permission of the Superintendent of Real Estate is deemed to be granted.

## 7. MISCELLANEOUS

### 7.1. Deposits

All monies received from purchasers in British Columbia will be held in trust by **CR Lawyers LLP**, as stakeholder, in the manner required by the *Real Estate Development Marketing Act*.

### 7.2. Purchase Agreement

(a) The Developer will offer the Strata Lots for sale upon the terms and conditions

set out in the form of contract annexed to this Disclosure Statement at Exhibit “G” (the “**Purchase Agreement**”).

- (b) Provision is made in Paragraph 9 for the Developer to extend the closing date beyond the target date set out in the Purchase Agreement where:
  - (i) there has been any delay in registration of the Strata Plan, for any reason; and
  - (ii) the Developer has provided at least fourteen (14) days written notice of delay to the Buyer, and in that case, the closing date will be extended by one or more periods equal to the duration of such delay, as estimated by the Developer, to a maximum aggregate period of delay not exceeding three hundred sixty-five (365) days. The closing date may also be extended in the circumstances described in Schedule B or Schedule C of the Purchase Agreement, if any.
  
- (c) In accordance with Policy Statement 16 issued by the Superintendent of Real Estate and Paragraph 21 of the Purchase Agreement:
  - (i) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
  - (ii) **WITHOUT THE DEVELOPER’S PRIOR CONSENT, ANY ASSIGNMENT OF A PURCHASE AGREEMENT IS PROHIBITED.**
  - (iii) Each proposed party to an assignment agreement must provide the Developer with the information and records required under the *Real Estate Development Marketing Act*.
  - (iv) Before the Developer consents to an assignment of a purchase agreement, the Developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
    - (a) the party’s identity;
    - (b) the party’s contact and business information;
    - (c) the terms of the assignment agreement.
  - (v) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**

- (d) In accordance with Paragraph 21 of the Purchase Agreement, the Purchase Agreement may not be assigned by a buyer unless and until:
  - (i) the buyer has delivered to the Seller's lawyers all deposits then due, the receipt of which has been acknowledged by the Seller's lawyers, in writing;
  - (ii) the assignment is in writing (the "**Assignment Agreement**"), in form and substance approved by the Developer, acting reasonably, and includes, without limitation, the explicit agreement of the buyer and the assignee:
    - (a) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment;
    - (b) to provide the Developer with the information and records required under the *Real Estate Development Marketing Act*;
  - (iii) the buyer has paid, to the Developer, an administrative fee equal to the greater of \$5,000.00 and fifty percent of any fee paid directly or indirectly to the buyer, as assignor, by or on behalf of the assignee, plus goods and services tax, as consideration for the Developer's consent to assignment and as reimbursement of the Developer's associated legal and administrative costs;
  - (iv) the Developer has executed the Assignment Agreement.
- (e) In accordance with Paragraph 4 of the Purchase Agreement, deposits will be held in a non-interest-bearing trust account.
- (f) The Purchase Agreement provides for a termination of that Purchase Agreement in the following provisions:
  - (i) Schedule "C" of the Purchase Agreement provides for the Buyer's subject conditions and if such subject conditions are not waived or removed on or before the date specified for each subject condition, then the Purchase Agreement shall be terminated.

### **7.3. Developers Commitment**

The Developer has not made any commitments that will be met after completion of the sale or lease of any Strata Lot.

### **7.4. Other Material Facts**

The Development is developed in conjunction with and in addition to an eight (8) unit strata development on Lot 13 Plan EPP114699, which is adjoined with the Lands.

**8. SIGNATURES**


**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 STATE 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 19<sup>th</sup> DAY OF June, 2023.

**NORTHLAND DEVELOPMENTS LTD.**

Per:   
Evan Larkam, Director

**SIGNED, SEALED AND DELIVERED )**

In the presence of: )



Name )

Lewis Nguyen )

Barrister Solicitor & Notary )

906 Island Highway )

Address )

Campbell River, BC V9W 2C3 )

Ph. 250-287-8355 fx. 250-287-8112 )

Occupation )

  
EVAN LARKAM, DIRECTOR OF  
Northland Developments Ltd.

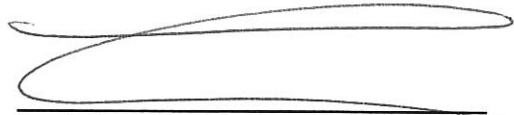


**SOLICITORS CERTIFICATE**

)  
) **IN THE MATTER OF** the Real Estate Development  
) Marketing Act and the Disclosure Statement of:  
)  
) **NORTHLAND DEVELOPMENTS LTD.**  
)  
)  
)  
) for the lands legally described as PID: 031-593-364,  
) Lot 12, Section 17, Township 1, Comox District Plan  
) EPP114699  
)  
)  
)  
)

I, LEWIS NGUYEN, Barrister and Solicitor, a member of the Law Society of British Columbia in good standing, having read the above-described Disclosure Statement dated June 19, 2023 made any required investigations in public offices, and reviewed same with the Developer therein named, **CERTIFY** that the facts contained in Sections 4.1 to 4.4 of the Disclosure Statement are correct.

**DATED** at Campbell River, in the Province of British Columbia, on this 19<sup>th</sup> day of June, 2023.

  
Lewis Nguyen, Barrister and Solicitor  
CR Lawyers LLP  
906 Island Hwy  
Campbell River, BC, V9W 2C3

# EXHIBIT "A"



301 St. Ann's Road  
Campbell River, BC Canada V9W 4C7  
T 250-286-5700  
[info@campbellriver.ca](mailto:info@campbellriver.ca)

## Development Permit – Major

---

**Permit No:** P2200019

**Registered Owner:** Northland Developments Ltd

**Subject Property:**

703 Beaver Creek Blvd.,  
06-336-06353.730 (2920 Dogwood St. parent)

**Description of Land:**

031-593-364  
Legal Description: Lot 12, Section 17, Township 1, Comox District Plan EPP114699

**Proposal: Major Development Permit for  
Multi family Residential development**

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**Conditions of Permit:**

1. This permit is issued subject to compliance with all relevant City of Campbell River bylaws, except as specifically varied or supplemented by this Permit.
2. This permit applies to the lands described above, and any buildings, structures, and other development thereon (hereinafter called 'the Lands').
3. The subject property is within the following Development Permit Area(s):

**General Form, Character, & Performance Development Permit Area**  
**Specific Form, Character, & Performance Development Permit Area**  
**Community Energy & Emissions Development Permit Area**

4. The Lands and building(s) which are subject to this Permit shall be developed strictly in accordance with the terms and conditions of this Permit and in accordance with the following schedules:

**SCHEDULE A: SITE PLAN**  
**SCHEDULE B: ARCHITECTURAL PLAN**  
**SCHEDULE C: LANDSCAPE PLAN & COST ESTIMATE**

5. Pursuant to section 504(1) of the *Local Government Act*, this permit will lapse two years from the date of the Development Permit approval unless construction, in accordance with the terms and conditions of this permit, has substantially started.
6. Further to condition 5, construction is considered to be substantially started when a valid building permit for the development has been issued and shall not have lapsed; and excavation or construction works associated with the development hereby approved must have commenced to the satisfaction of the Director of Development Services.
7. This permit is not a building permit.
8. As a condition of the issuance of this Permit security in the amount of \$41,426.00 is required prior to issuance of the building permit pursuant to Section 502 of the *Local Government Act*, to ensure that any conditions with respect to landscaping are satisfied.
9. As a condition of the issuance of this Permit registration of an Easement Agreement for 703 Beaver Creek Boulevard and 708 Salmonberry Street to allow equal access for residents of both properties to the garbage disposal and amenity area.
10. Where the City of Campbell River considers that:
  - a) *Unsatisfactory landscaping has resulted as a consequence of a contravention of a condition in this permit.*

The City of Campbell River may undertake and complete the works required to correct the damage to the landscaping at the cost of the Permit holder and may apply the security in payment of the cost of the works with any excess to be returned to the Permit holder.

11. Where the development authorized by this Permit has lapsed prior to commencement of any work pursuant to this Permit, the security shall be returned to the Permit holder.

**Date of Development Permit Approval/Issue by Delegate of Council.**

This permit was approved and issued on **August 22, 2022.**

This permit expires on **(2 years from date of approval/issuance).**



---

**Ian Buck, Director of Development Services**

Plans attached in schedules to this permit (full size copies available from issuing authority):

SCHEDULE	DRAWING #	PLAN TITLE	DATED
SCHEDULE "A"	A000	SITE PLAN	MAR 16, 2022
SCHEDULE "B"	A001 A201 A202 A203	FLOOR PLAN	DEC 15, 2021
SCHEDULE "C"	A2-01 A2-02 A3-01	BUILDING ELEVATIONS	MAY 27, 2022
SCHEDULE "D"	L1 L2 L3 L4 L5	LANDSCAPE AND PLANTING PLANS	JULY 2022

TOPOGRAPHIC SURVEY PLAN OF:  
**LOTS 12 AND 13, SECTION 17, TOWNSHIP 1, COMOX DISTRICT PLAN EPP114699**

CIVIC ADDRESS : UNAVAILABLE  
 P.I.D. : 031-593-364, 031-593-372

**SCHEDULE A**

SCALE 1:250 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF

0 5 10 15 20 25  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 560 mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:250.

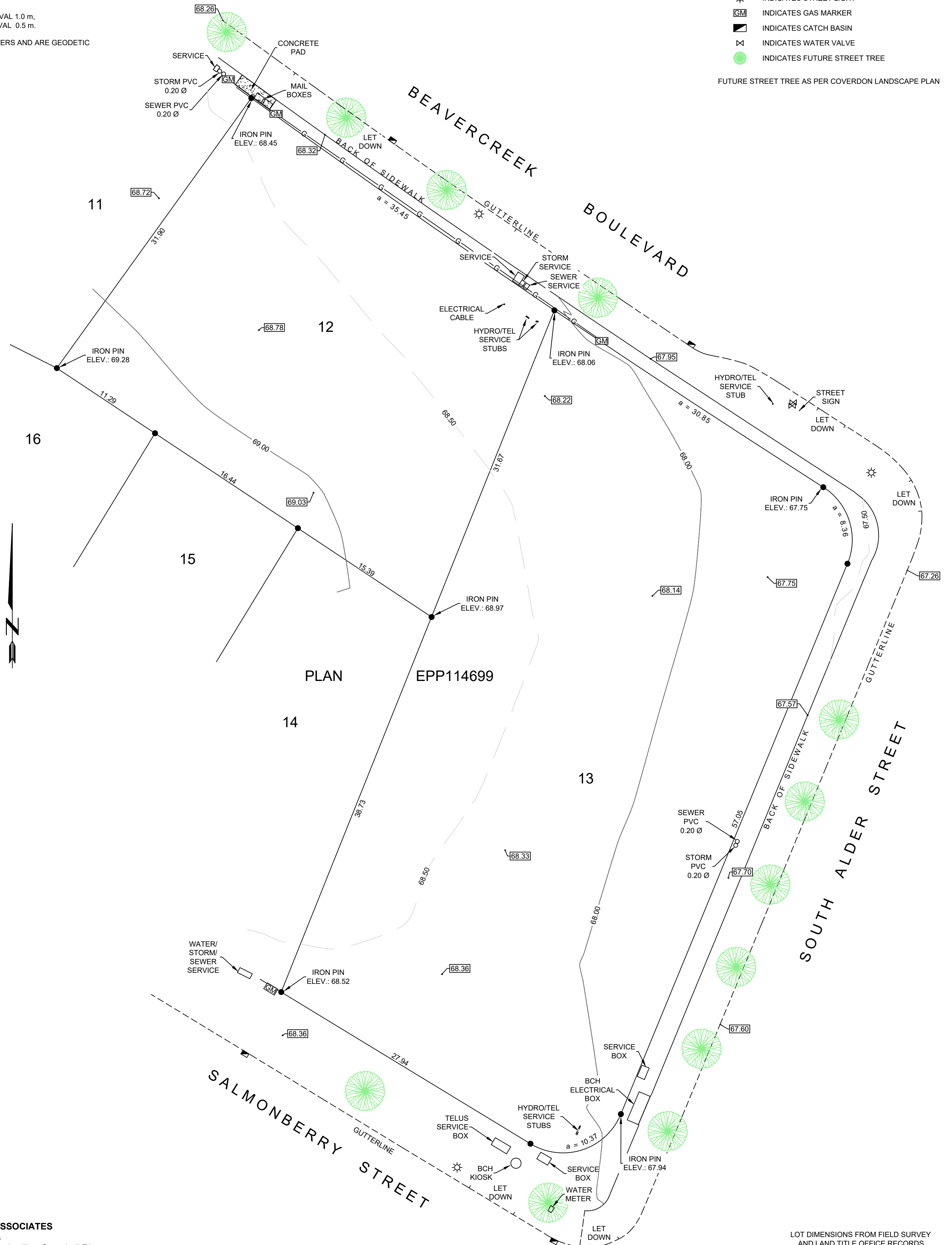
MAJOR CONTOUR INTERVAL 1.0 m,  
 MINOR CONTOUR INTERVAL 0.5 m.

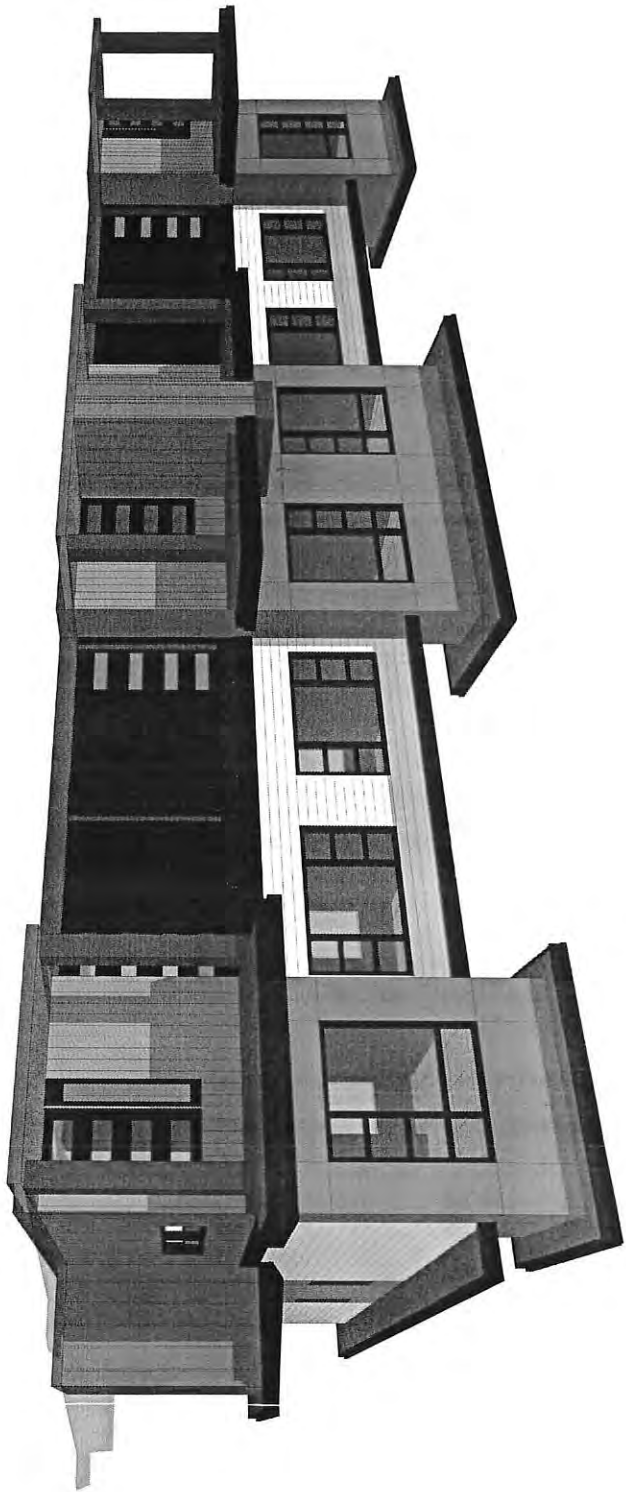
ELEVATIONS ARE IN METERS AND ARE GEODETIC

**LEGEND**

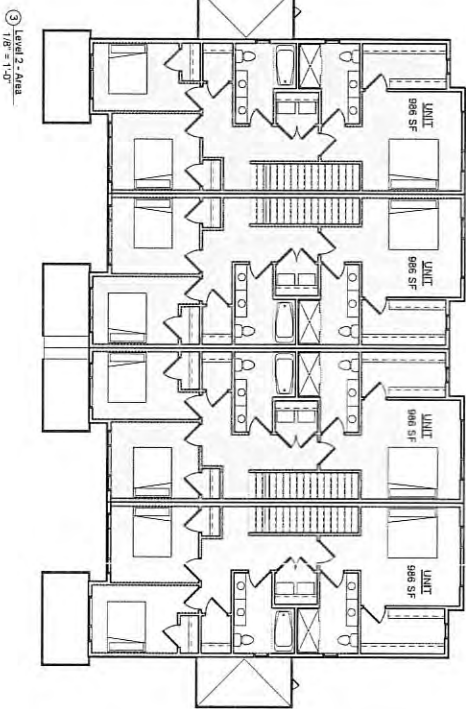
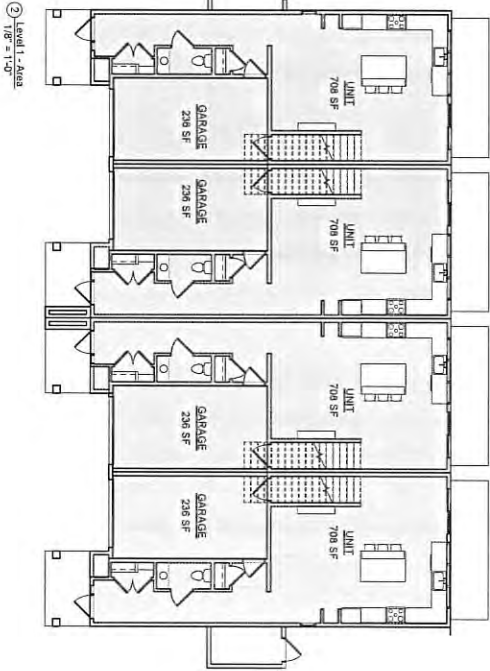
- INDICATES IRON POST FOUND
- ☼ INDICATES STREET LIGHT
- GM INDICATES GAS MARKER
- INDICATES CATCH BASIN
- ⊗ INDICATES WATER VALVE
- 🌳 INDICATES FUTURE STREET TREE

FUTURE STREET TREE AS PER COVERDON LANDSCAPE PLAN





UNIT AREA TOTALS	
LEVEL 1:	708 FT <sup>2</sup>
LEVEL 2:	986 FT <sup>2</sup>
<b>TOTAL:</b>	<b>1694 FT<sup>2</sup></b>



Drawing No: **A001**

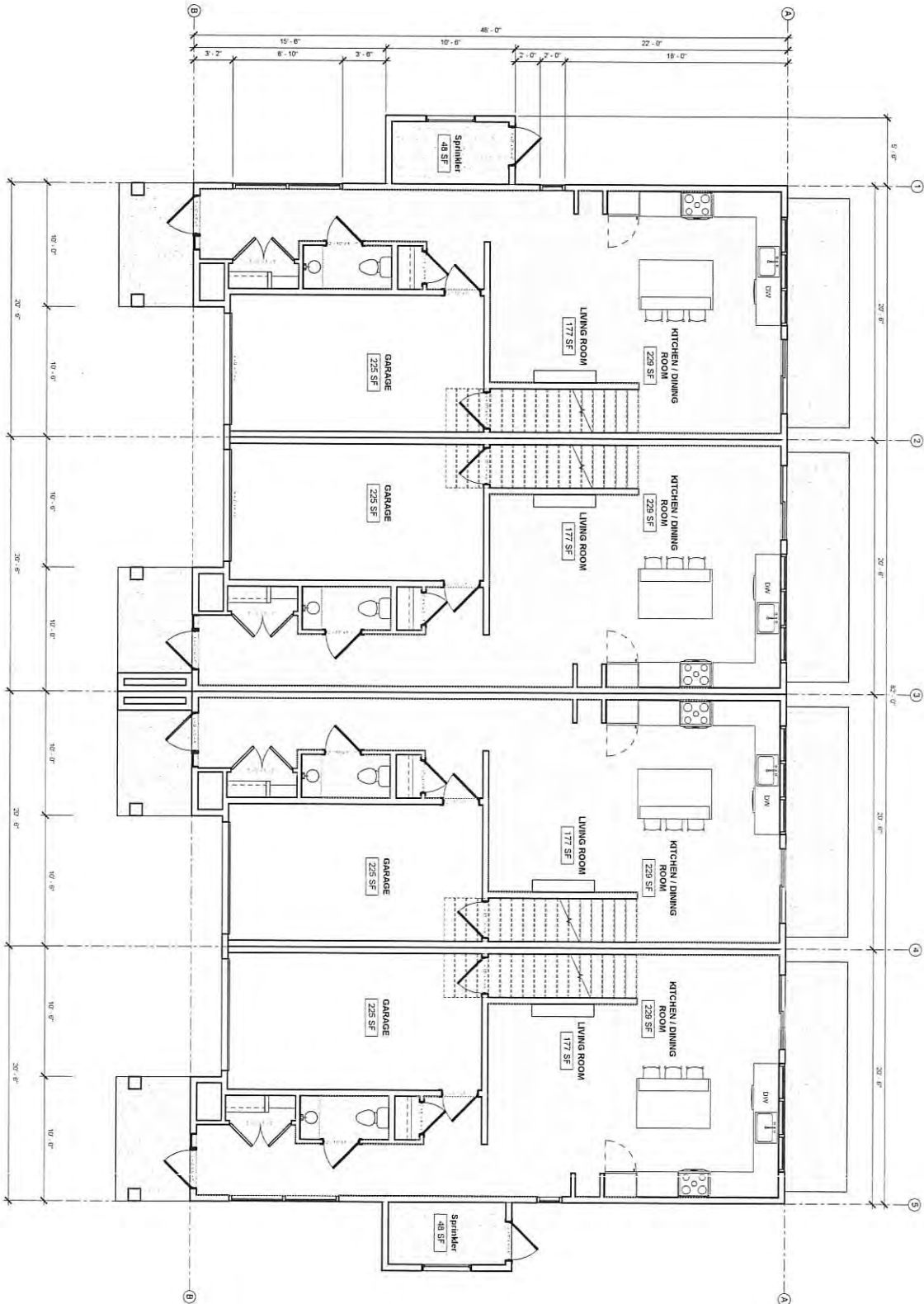
ANSI D  
Cover

Jubilee 2  
Enter address here

1	21.12.16	ISSUE TO CLIENT FOR REVIEW
REV	V M D	ISSUE



① LEVEL 1 - FLOOR PLAN  
1/4" = 1'-0"



Drawing No: **A201**

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

ANSI D  
First Floor

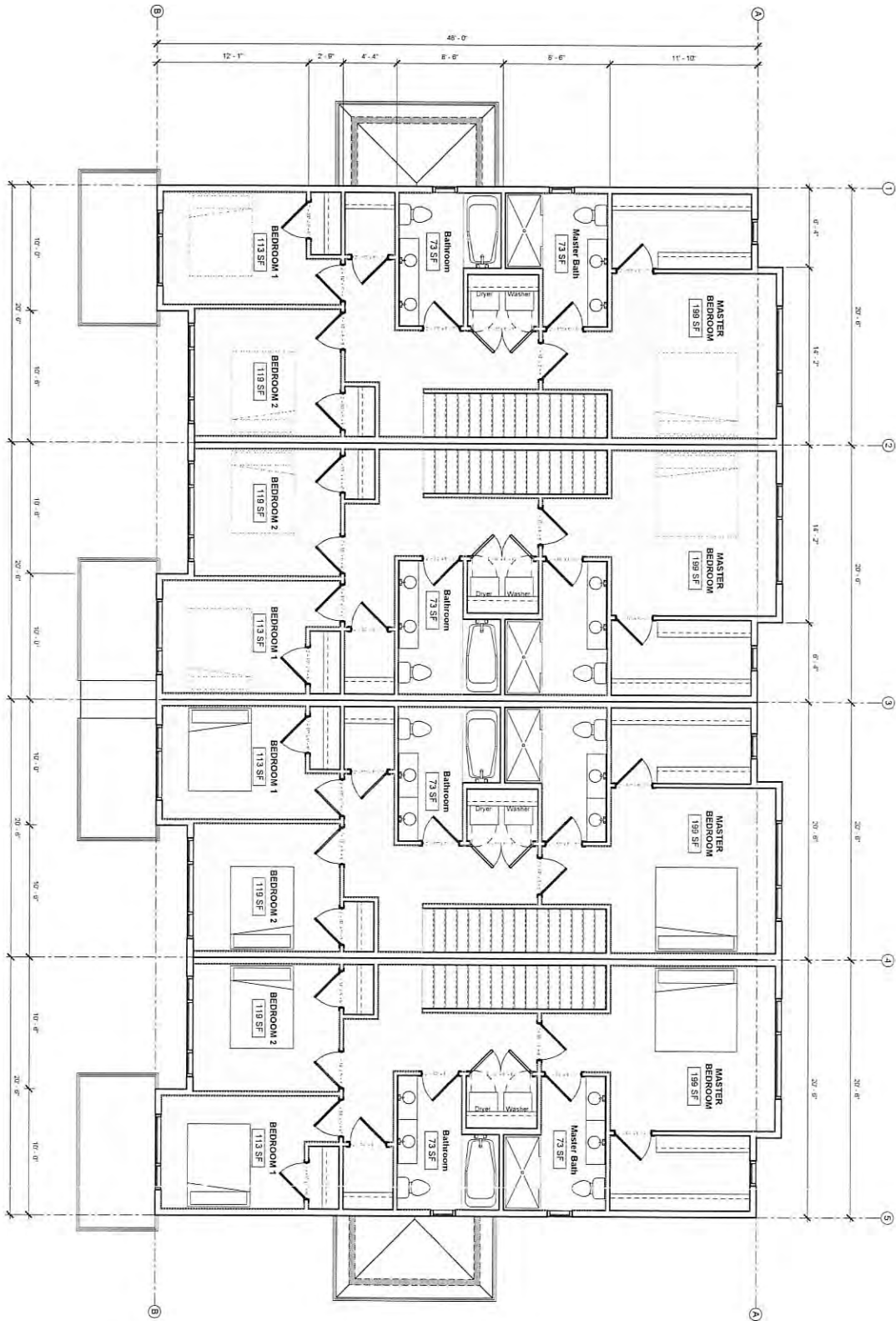
Jubilee 2  
Enter address here

1	21.12.15	ISSUE TO CLIENT FOR REVIEW
REV	M D	ISSUE



MacDonald Hagarty Architect Ltd.  
1852 UNIT 8 CORNWALL AVE  
CORNWALL BC  
V3M 3M7

LEVEL 2 - FLOOR PLAN  
1/4" = 1'-0"



Drawing No.

Search By

**A202**

ANSI D

Second Floor

Jubilee 2

Enter address here

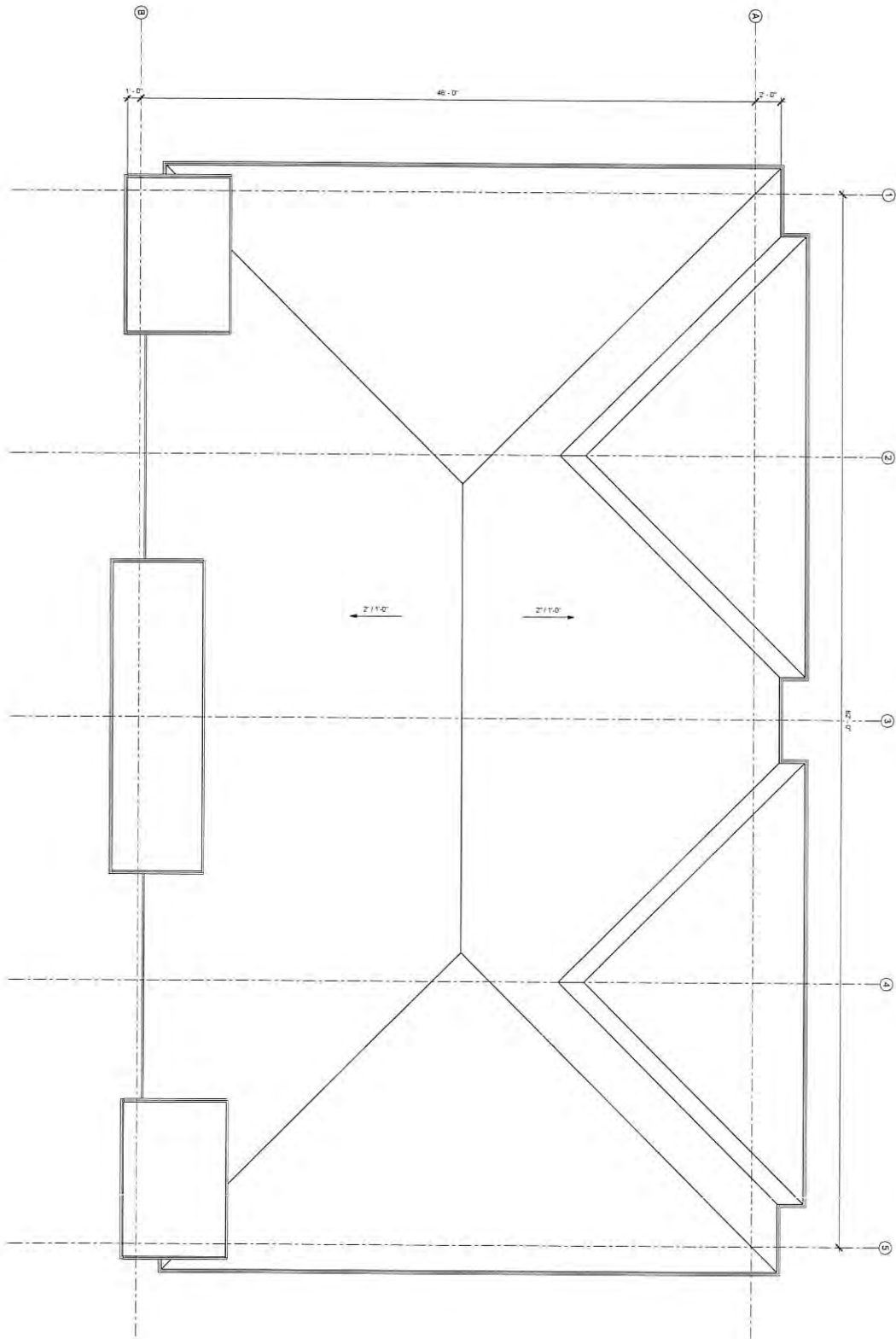
1	22.12.15	ISSUE TO CLIENT FOR REVIEW
REV	Y M D	ISSUE



MacDonald Hagarty Architect Ltd.  
2822 Unit E Conna Ave  
Calgary, BC  
V6M 3M7



① ROOF PLAN  
1/4" = 1'-0"



Drawing To: **A203**

Created By:

ANSI D  
Roof Plan

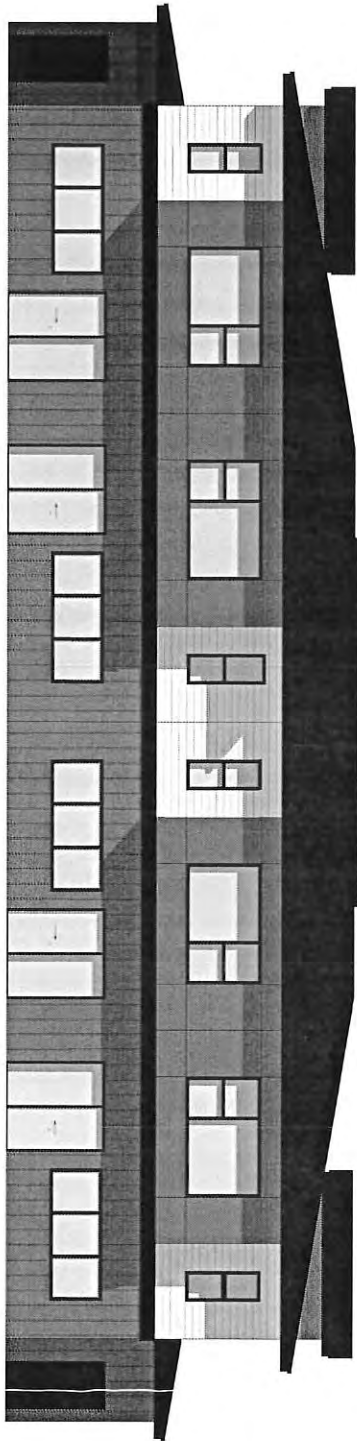
Jubilee 2  
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REV	Y	M	D	ISSUE
1	01	12	15	ISSUE TO CLIENT FOR REVIEW

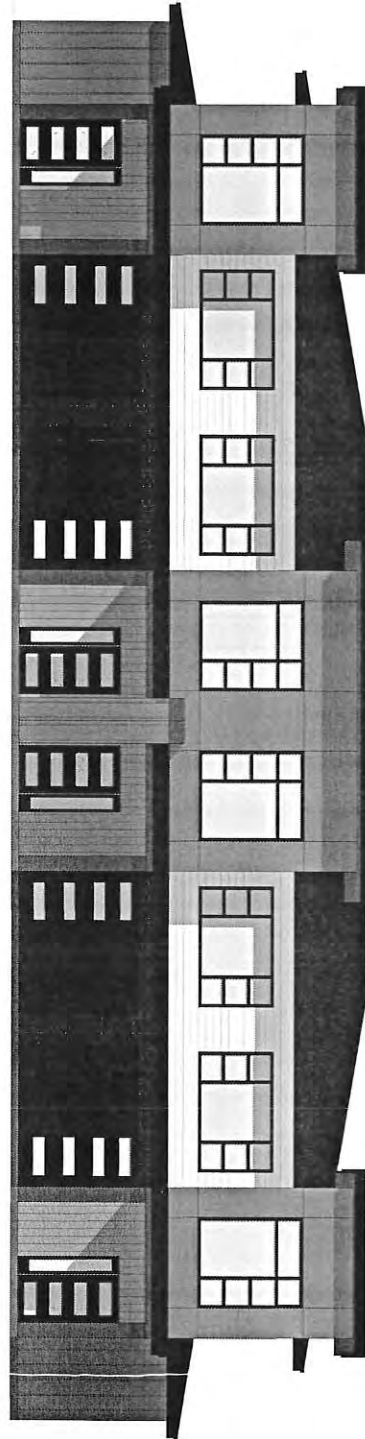


MacDonald Hagarty Architect Ltd.  
1822 Unit E Corner Ave  
Toronto, ON  
M5M 3M7

② Back Elevation  
1/4" = 1'-0"



① Front Elevation  
1/4" = 1'-0"



Drawing No

Drawn By

**A301**

ANSI D

Front/Back  
Elevations

Jubilee 2

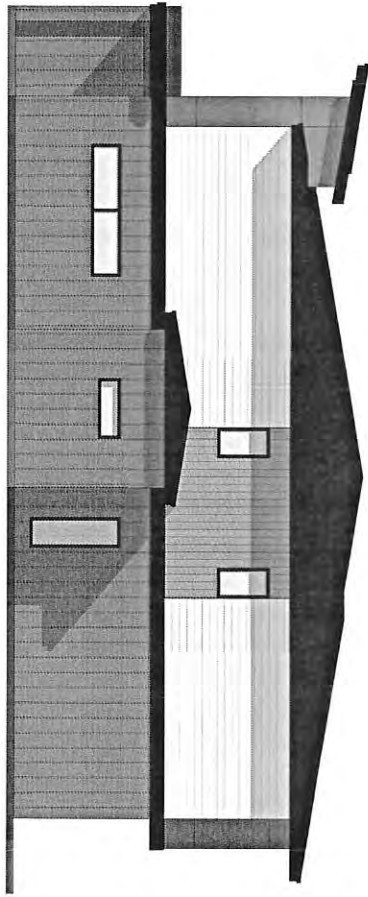
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1	21.12.15	ISSUE TO CLIENT FOR REVIEW
REV	Y M D	ISSUE

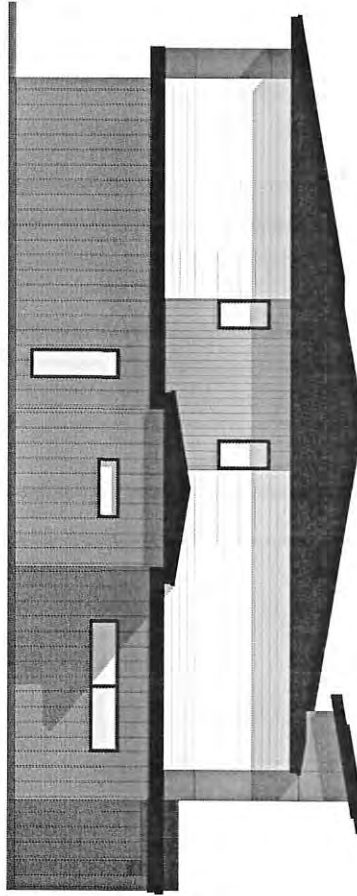


MacDonald Hagarty Architect Ltd.  
3322 14th E Comm Ave  
Calgary BC  
V5M 3M7

② Right Elevation  
1/4" = 1'-0"



① Left Elevation  
1/4" = 1'-0"



Drawing No:

Scale By:

**A302**

ANSI D

Side Elevations

Jubilee 2

Enter address here

1	21.12.15	ISSUE TO CLIENT FOR REVIEW
RCV	Y M D	ISSUE



MacDonald Hagarty Architect Ltd.  
1820 Unit E Comdex Ave  
Gatineau, QC  
J8M 3M7

**JUBILEE TOWNS 2**  
Unknown Civic Address  
Campbell River, BC

ISSUE FOR DEVELOPMENT PERMIT R4

JUL 13 2022

SCHEDULE B



**PROJECT DATA**

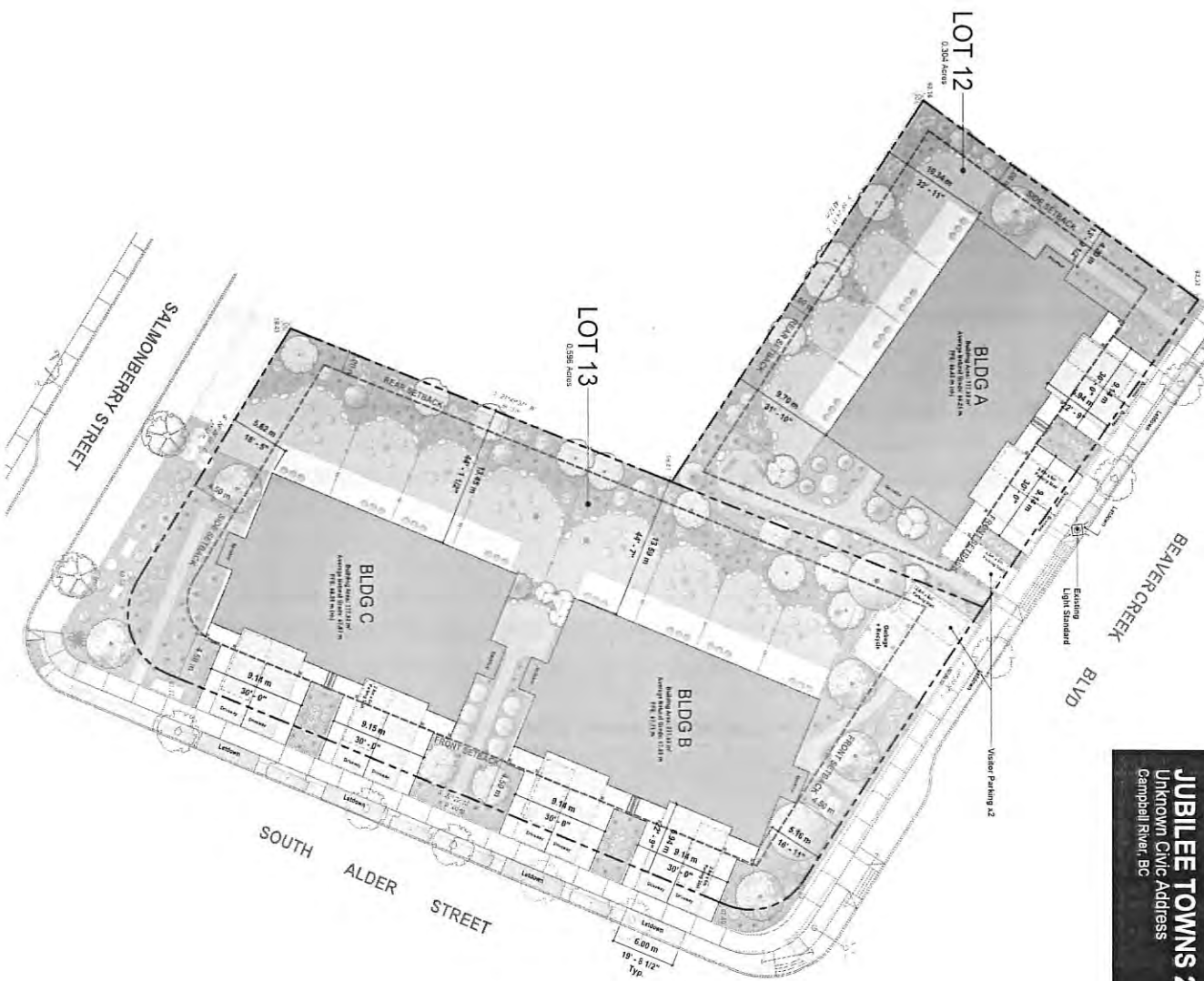
**AUTHORITY HAVING JURISDICTION:** CITY OF CAMPBELL RIVER  
**CITY:** UPRIVOWN, CAMPBELL RIVER BC  
**LEGAL DESCRIPTION:** LOT 12, 13 SECTION 17 TOWNSHIP 9 COMOX DISTRICT PLAN EPP11-8599  
**PROJ#:** LOT 12 01-4593-364  
 LOT 13 01-4593-372  
**ZONING:** CD-1-2  
**PROPOSED USE:** TOWNHOUSES  
**TOTAL SITE AREA:**  
 LOT 12 0.2614 ac / 1129.34 m<sup>2</sup>  
 LOT 13 0.5964 ac / 2411.91 m<sup>2</sup>  
**TOTAL:** 0.8578 ac / 3541.25 m<sup>2</sup>

**CONSULTANTS**

**OWNER:**  
 Industrial Development Ltd.  
 6-305 South Alber  
 Campbell River BC  
 V9T 1S3  
 Email: lauren@industrialdev.com  
 T: 250.203.4028

**PRIME CONSULTANT & ARCHITECT:**  
 Macdonald Hazari Architects Ltd.  
 1822 Upt. E. Corner Ave  
 Camp. BC V9A 3B1  
 Project Architect: Hans Macdonald, Archibald ABC  
 E: h.m@macdonaldhazari.ca  
 T: 250.203.4028

**LANDSCAPE DESIGN:**  
 Ellen Projects  
 Ellen Follon  
 E: ellen@ellenprojects.ca  
 T: 250.203.4027



**BUILDINGS:**  
**BUILDING AREA:**  
 BLDG A 378.16 m<sup>2</sup> / 4070 ft<sup>2</sup>  
 BLDG B 378.16 m<sup>2</sup> / 4070 ft<sup>2</sup>  
 BLDG C 378.16 m<sup>2</sup> / 4070 ft<sup>2</sup>  
**GROSS FLOOR AREA:** BLDG A, B, C TOTAL 1134.48 m<sup>2</sup> / 12111 ft<sup>2</sup>

**FLOOR SPACEMATIO:** Permitted 1.5 FSR  
 Proposed 0.82 FSR (237.86 m<sup>2</sup> / 2542.77 m<sup>2</sup>)

**SETBACKS:**  
 FRONT 4.5 m Proposed 4.5 m  
 REAR 2 m Proposed 2 m  
 SIDE 2 m Proposed 2 m

**LOT COVERAGE:** Permitted 55%  
 Proposed 31%

**BUILDING HEIGHT:** Permitted 15 m  
 Proposed 12 m + Above (based finished grade)

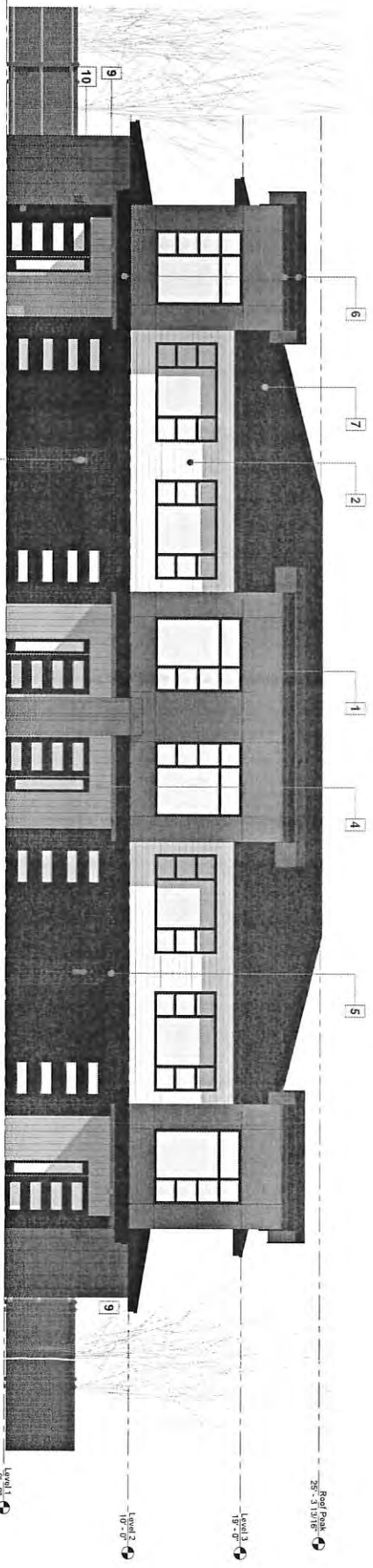
**OFF STREET PARKING:**  
 Required 2 Per Dwelling Unit Plus 1 Visitor Parking Per 4 Dwelling Units.  
**Challenges:**  
 Proposed Dwelling Units 13  
 Required Dwelling Off Street Parking 24  
 Proposed Dwelling Off Street Parking 24 (Drive-way + On-Street)  
**Notes:**  
 Required (Open Parking 12) Under-Pool 15  
 Proposed Visitor Parking 2

**SHEET LIST:**  
 A-1 CONCEPT  
 A-1.1 SITE PLAN  
 A-1.2 4 PLEX LEVEL 1  
 A-1.3 4 PLEX LEVEL 2  
 A-1.4 FRONTIER ELEVATIONS  
 A-2.0 SIDE ELEVATIONS  
 A-3.0 SECTION

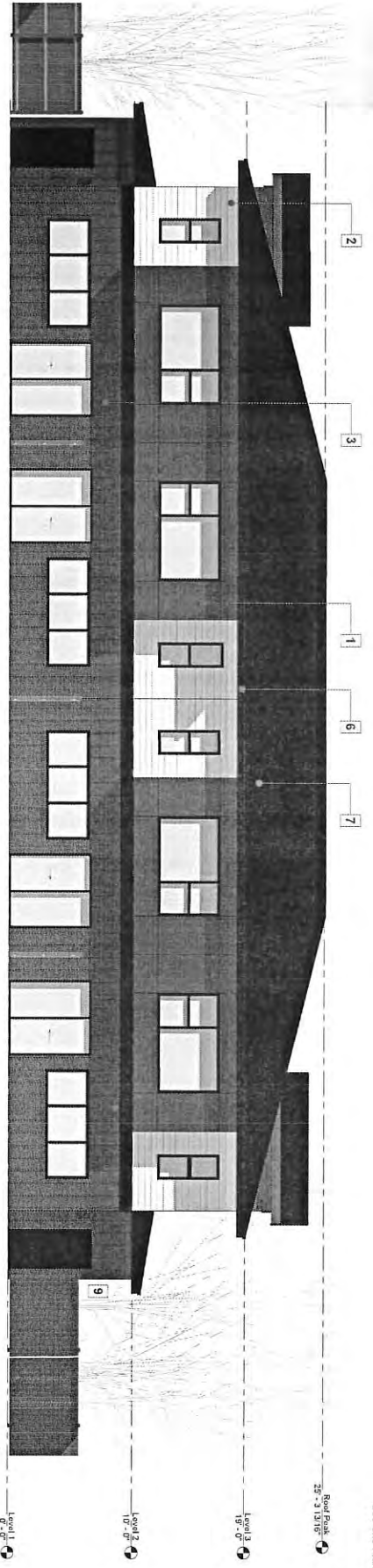


- Material Board**
- 1 Hardie Panel - Rich Expression
  - 2 Hardie Lap Siding - White
  - 3 Hardie Board and Batten - Rich Expression
  - 4 Shingle Cedar (or Cedar) - Stained Natural Color
  - 5 Back - Black w/lt. Gray Mortar
  - 6 Cedar Fences - Black
  - 7 Ruffled Shingles - Black
  - 8 Cedar Accents - Stain 1/2c
  - 9 Saddle Lighting
  - 10 Sconce Lighting
- \*See Lighting Key for Counts per Building

Elevation Information		
Style	Type	Count
□	Window	See Schedule
○	Door	See Schedule
○	Sconce	See Schedule



① Front Elevation  
1/4" = 1'-0"



② Back Elevation  
1/4" = 1'-0"

REV	DATE	BY	DESCRIPTION
5	22-04-27	MM	ISSUE FOR CP 63
4	22-05-10	MM	ISSUE FOR CP 62
3	22-04-25	MM	ISSUE FOR CP 61
2	22-04-21	MM	ADD SCHEDULES
1	M.D.	MM	ISSUE

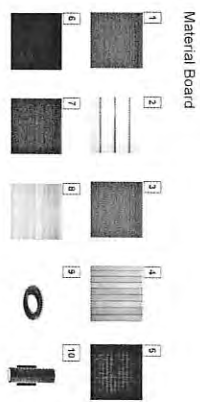


**MHA**  
 MacDonald Haggarty Architect Ltd.  
 822 West 4th Avenue  
 Vancouver, BC  
 V6C 2K8

Jubilee 2  
 Unknown Civic Address

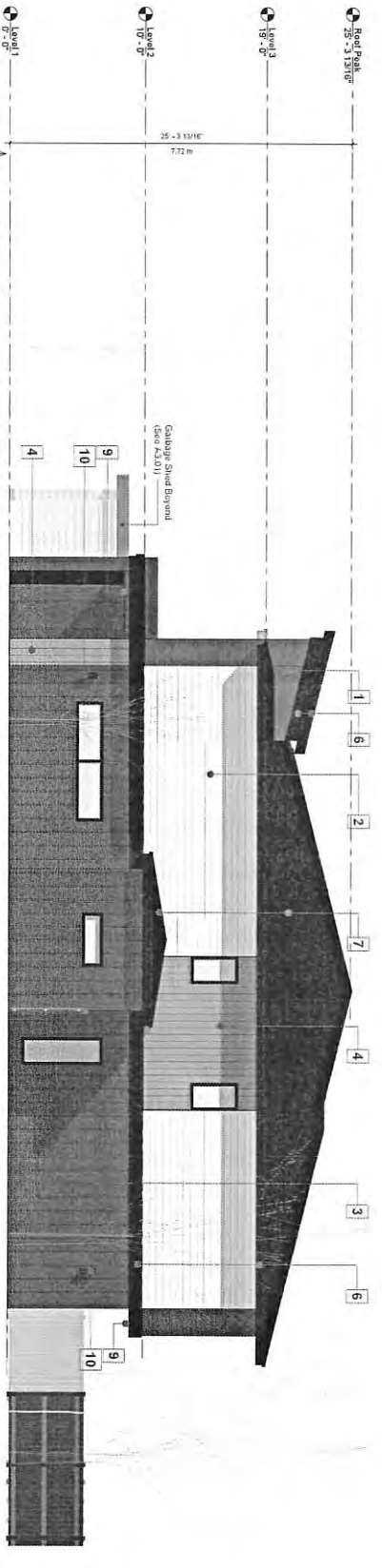
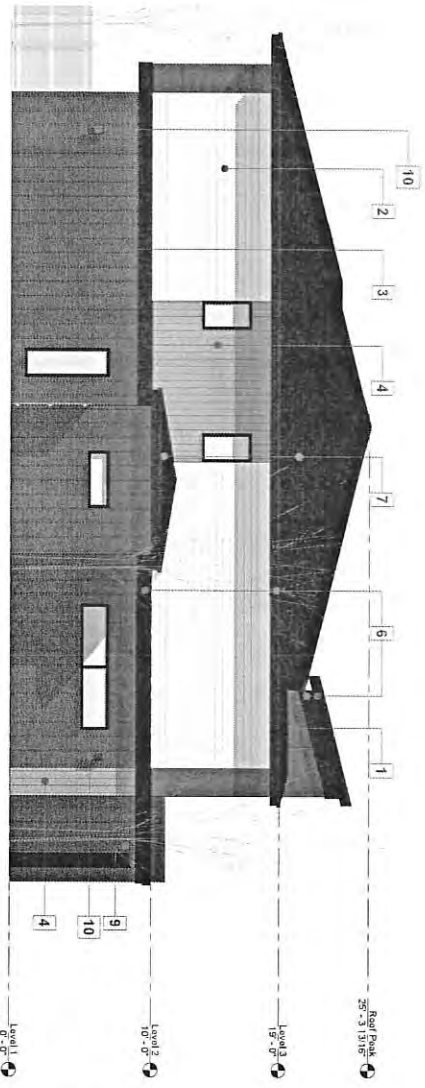
ARCH D  
 Front /  
 Rear  
 Elevations

Drawing No.  
**A2.01**



- 1 Harder Panel - Rich Espresso
- 2 Harder Lath Siding - White
- 3 Harder Board and Batten - Rich Espresso
- 4 Shiplap Cedar (or Simulab) - Stained, Natural Color
- 5 Brick - Black with Grey Mortar
- 6 Cedar Facade - Black
- 7 Asphalt Shingles - Black
- 8 Cedar Accents - Stain TEC
- 9 Solid Lighting\*
- 10 "See Lighting Key for Canses per Building"

Exterior Window Data			
Spec.	Type	Count	
Q	Picture	15 per Building	5 per Building
D	Screen	4 per Building	

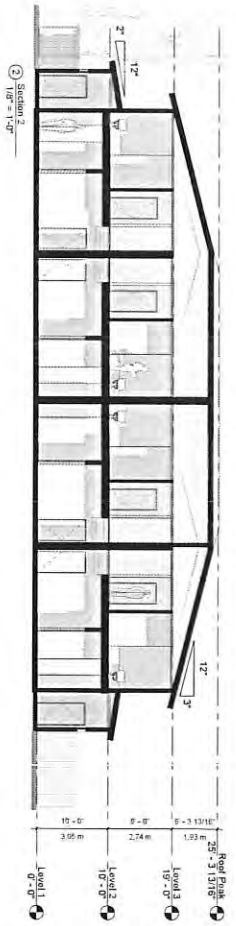


REV	DATE	BY	DESCRIPTION
5	22 09 27		ISSUE FOR DP R3
4	22 05 10		ISSUE FOR DP R2
3	22 04 25		ISSUE FOR DP R1
2	22 04 21		ADD SALMONBERG
1			ISSUE

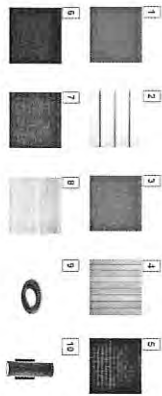


**MHA**  
MacDonald Hagar Architect Ltd.  
822 West E. Corvick Ave.  
Vancouver, BC  
V6E 3M7

ARCH D  
Side Elevations  
Jubilee 2  
Unknown Civic Address



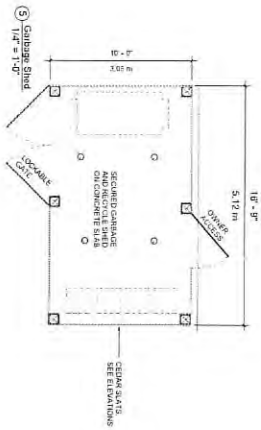
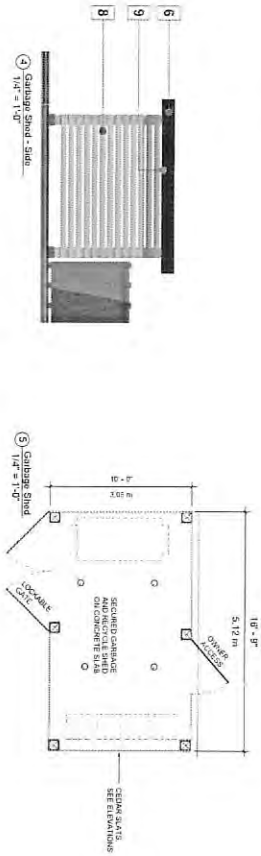
**Material Board**



- 1 Handle Panel - Rich Espresso
- 2 Handle Lap Siding - White
- 3 Handle Board and Batten - Rich Espresso
- 4 Shingle Cedar (or Shaker) - Stained, Natural Cedar
- 5 Brick - Bikes with Grey Mortar
- 6 Cedar Fascia - Black
- 7 Asphalt Samples - Black
- 8 Cedar Accents - Stain TBC
- 9 Soft Lighting\*
- 10

\*See Lighting Key for Context per Building

Spec.	Type	Count
○	Roofing	14 per Garage Shed
○	Shingles	4 per Building



REV	DATE	BY	DESCRIPTION
5	22-05-27		ISSUE FOR CP R3
4	22-05-10		ISSUE FOR CP R2
7	22-04-25		ISSUE FOR CP R1
2	22-04-21		ADD SALTMAN/BEER
1			ISSUE



**MHA**  
MacDonald Hagarty Architect Ltd.  
822 Verrill Center Ave  
Oshawa, ON  
L9M 3M2

Drawing No:  
**A3.01**

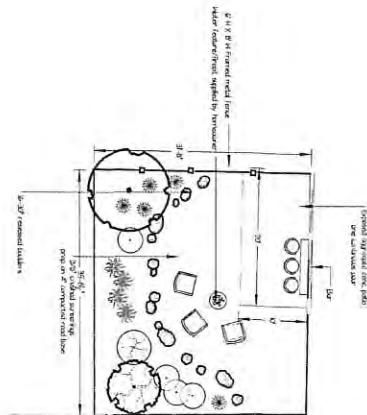
ARCH D  
Sections/Garbage Shed  
Jubilee 2  
Unknown Civic Address



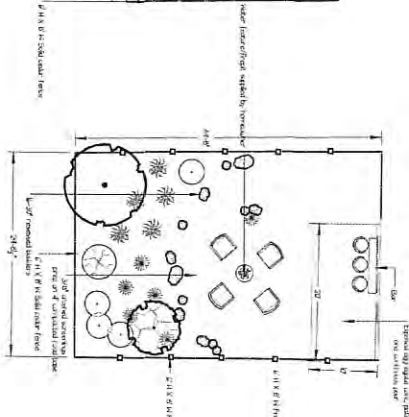




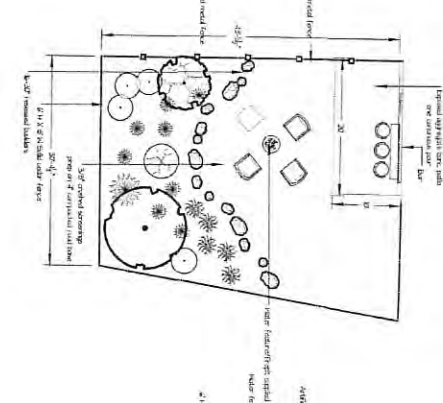
CORNER LOT LAYOUT 1



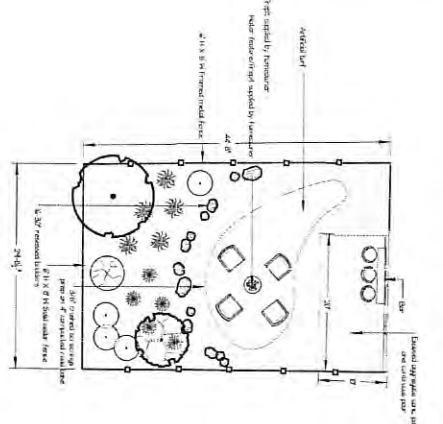
CORNER LOT LAYOUT 2



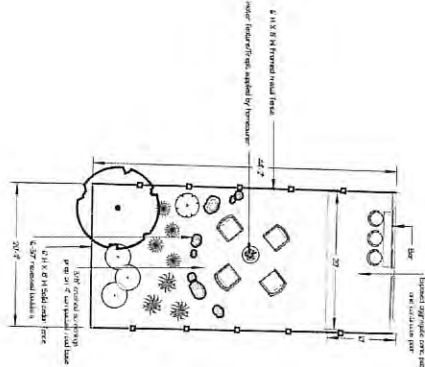
CORNER LOT LAYOUT 3



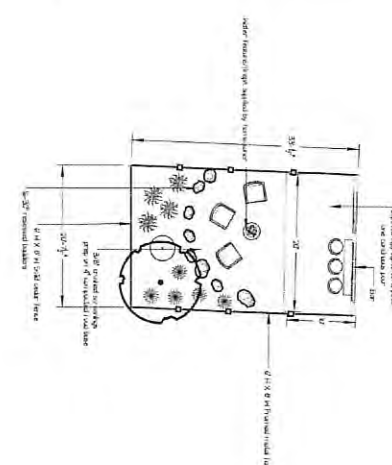
TURF OPTION



LARGE LOT LAYOUT



SMALL LOT LAYOUT



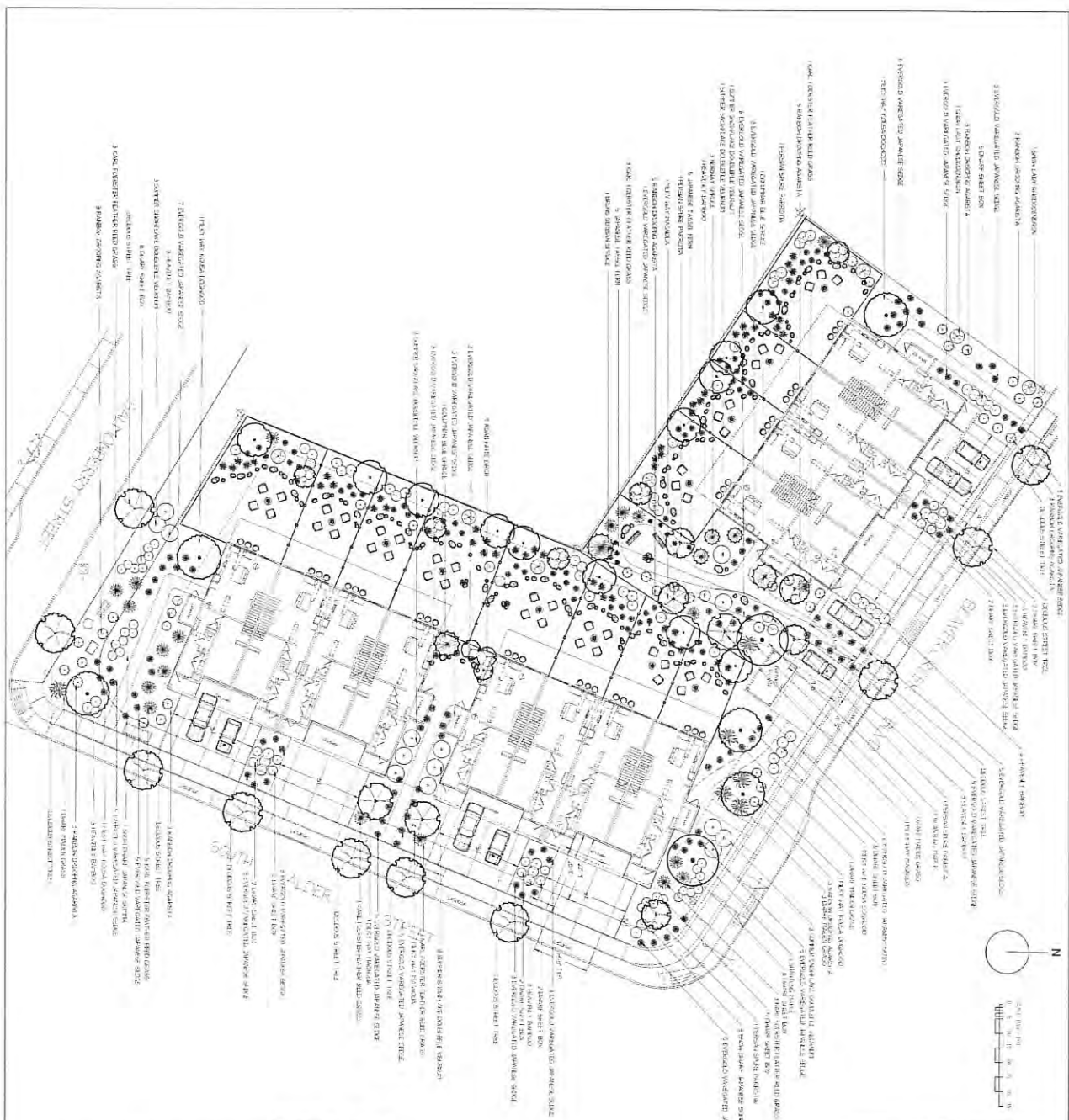
**REAR YARD RATIO**

Average Total yard size	475 Sq. Ft.
Garden area	390 Sq. Ft.
Concrete	300 Sq. Ft.



**GENERAL NOTES:**

1. This plan and site plan are based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.
2. The site plan is based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.
3. The site plan is based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.
4. The site plan is based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.
5. The site plan is based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.
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8. The site plan is based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.
9. The site plan is based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.
10. The site plan is based on the information provided by the applicant. Eden Projects is not responsible for any errors or omissions in the information provided.



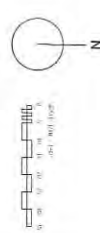
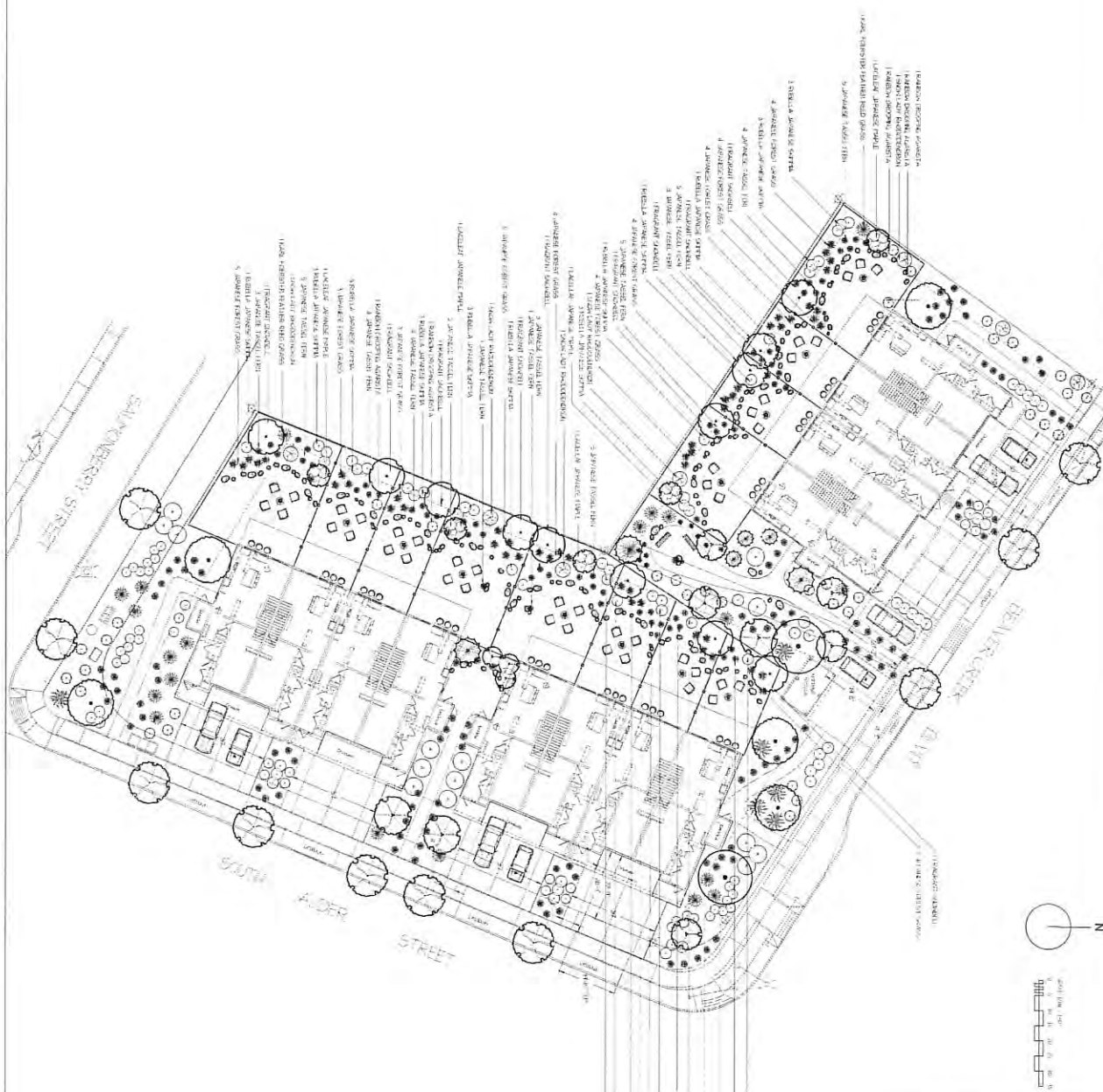
**GENERAL NOTES:**

1. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
2. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
3. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
4. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
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7. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
8. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
9. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
10. All plants to be installed in accordance with the specifications and quantities shown on the drawings.

NO.	SYMBOL	PLANT NAME	QUANTITY	REMARKS
1	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
2	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
3	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
4	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
5	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
6	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
7	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
8	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
9	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	
10	10' x 10' PLANTER BOX	10' x 10' PLANTER BOX	10	

**PLANTING SPECIFICATIONS:**

- 1. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 2. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 3. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 4. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 5. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 6. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 7. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 8. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 9. All plants to be installed in accordance with the specifications and quantities shown on the drawings.
- 10. All plants to be installed in accordance with the specifications and quantities shown on the drawings.



**GENERAL NOTES:**

1. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan and the information provided in the site plan.

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3. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

4. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

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6. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

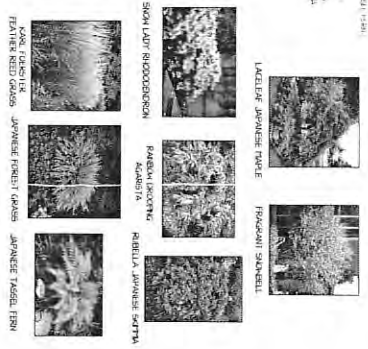
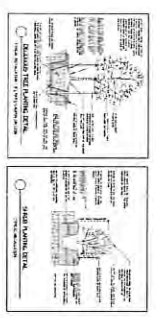
7. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

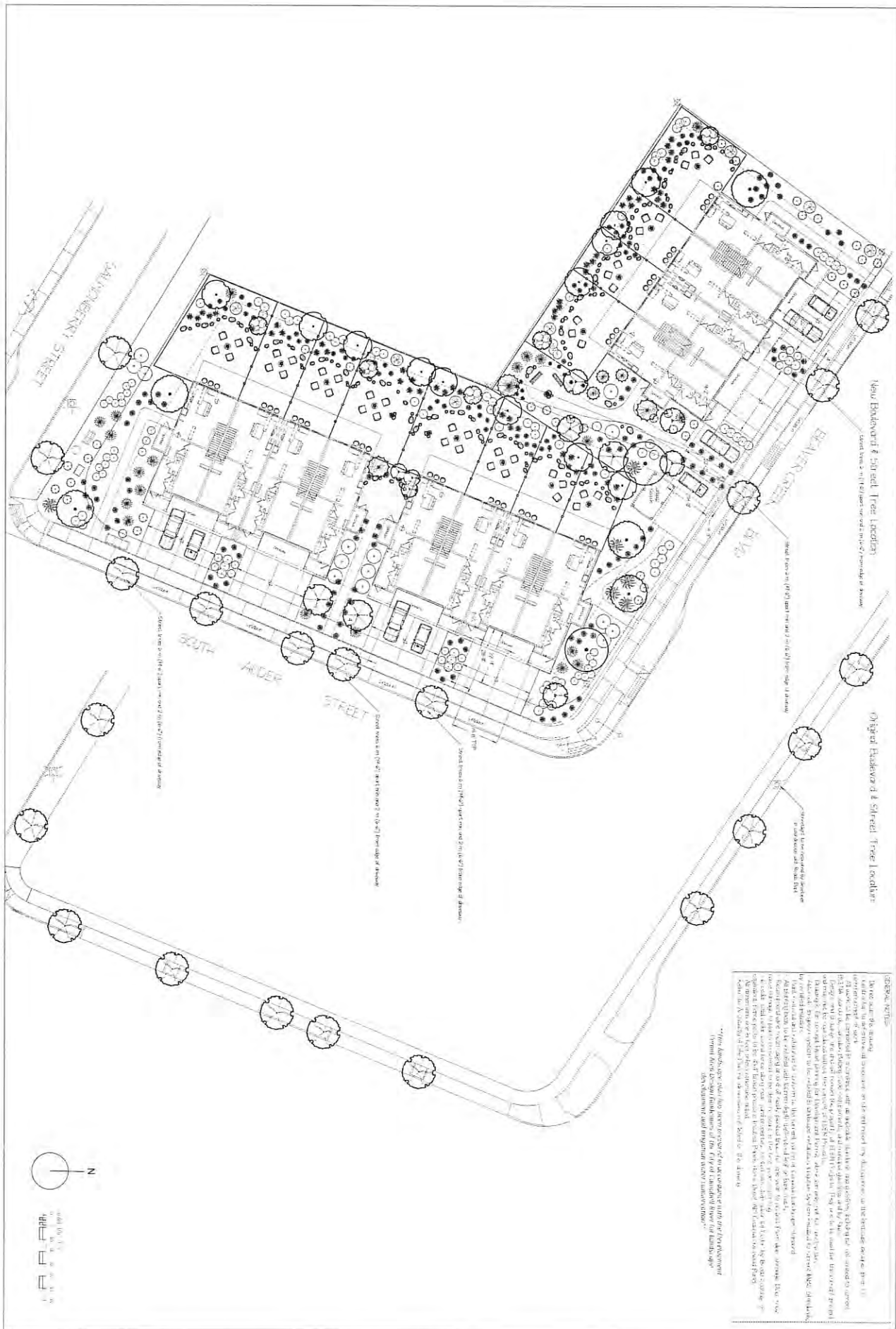
8. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

9. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

10. The landscape design is based on the site plan and the information provided in the site plan and the information provided in the site plan.

NO.	SYMBOL	DESCRIPTION	QUANTITY
1	(Symbol)	Plant Species	10
2	(Symbol)	Plant Species	15
3	(Symbol)	Plant Species	20
4	(Symbol)	Plant Species	25
5	(Symbol)	Plant Species	30
6	(Symbol)	Plant Species	35
7	(Symbol)	Plant Species	40
8	(Symbol)	Plant Species	45
9	(Symbol)	Plant Species	50
10	(Symbol)	Plant Species	55
11	(Symbol)	Plant Species	60
12	(Symbol)	Plant Species	65
13	(Symbol)	Plant Species	70
14	(Symbol)	Plant Species	75
15	(Symbol)	Plant Species	80
16	(Symbol)	Plant Species	85
17	(Symbol)	Plant Species	90
18	(Symbol)	Plant Species	95
19	(Symbol)	Plant Species	100
20	(Symbol)	Plant Species	105
21	(Symbol)	Plant Species	110
22	(Symbol)	Plant Species	115
23	(Symbol)	Plant Species	120
24	(Symbol)	Plant Species	125
25	(Symbol)	Plant Species	130
26	(Symbol)	Plant Species	135
27	(Symbol)	Plant Species	140
28	(Symbol)	Plant Species	145
29	(Symbol)	Plant Species	150
30	(Symbol)	Plant Species	155
31	(Symbol)	Plant Species	160
32	(Symbol)	Plant Species	165
33	(Symbol)	Plant Species	170
34	(Symbol)	Plant Species	175
35	(Symbol)	Plant Species	180
36	(Symbol)	Plant Species	185
37	(Symbol)	Plant Species	190
38	(Symbol)	Plant Species	195
39	(Symbol)	Plant Species	200
40	(Symbol)	Plant Species	205
41	(Symbol)	Plant Species	210
42	(Symbol)	Plant Species	215
43	(Symbol)	Plant Species	220
44	(Symbol)	Plant Species	225
45	(Symbol)	Plant Species	230
46	(Symbol)	Plant Species	235
47	(Symbol)	Plant Species	240
48	(Symbol)	Plant Species	245
49	(Symbol)	Plant Species	250
50	(Symbol)	Plant Species	255
51	(Symbol)	Plant Species	260
52	(Symbol)	Plant Species	265
53	(Symbol)	Plant Species	270
54	(Symbol)	Plant Species	275
55	(Symbol)	Plant Species	280
56	(Symbol)	Plant Species	285
57	(Symbol)	Plant Species	290
58	(Symbol)	Plant Species	295
59	(Symbol)	Plant Species	300
60	(Symbol)	Plant Species	305
61	(Symbol)	Plant Species	310
62	(Symbol)	Plant Species	315
63	(Symbol)	Plant Species	320
64	(Symbol)	Plant Species	325
65	(Symbol)	Plant Species	330
66	(Symbol)	Plant Species	335
67	(Symbol)	Plant Species	340
68	(Symbol)	Plant Species	345
69	(Symbol)	Plant Species	350
70	(Symbol)	Plant Species	355
71	(Symbol)	Plant Species	360
72	(Symbol)	Plant Species	365
73	(Symbol)	Plant Species	370
74	(Symbol)	Plant Species	375
75	(Symbol)	Plant Species	380
76	(Symbol)	Plant Species	385
77	(Symbol)	Plant Species	390
78	(Symbol)	Plant Species	395
79	(Symbol)	Plant Species	400
80	(Symbol)	Plant Species	405
81	(Symbol)	Plant Species	410
82	(Symbol)	Plant Species	415
83	(Symbol)	Plant Species	420
84	(Symbol)	Plant Species	425
85	(Symbol)	Plant Species	430
86	(Symbol)	Plant Species	435
87	(Symbol)	Plant Species	440
88	(Symbol)	Plant Species	445
89	(Symbol)	Plant Species	450
90	(Symbol)	Plant Species	455
91	(Symbol)	Plant Species	460
92	(Symbol)	Plant Species	465
93	(Symbol)	Plant Species	470
94	(Symbol)	Plant Species	475
95	(Symbol)	Plant Species	480
96	(Symbol)	Plant Species	485
97	(Symbol)	Plant Species	490
98	(Symbol)	Plant Species	495
99	(Symbol)	Plant Species	500
100	(Symbol)	Plant Species	505





**PRELIMINARY STRATA PLAN OF:  
 LOT 12, SECTION 17, TOWNSHIP 1, COMOX DISTRICT, PLAN EPP114699**

B.C.G.S. 92F.094

CIVIC ADDRESS: 703 BEAVERCREEK BOULEVARD, CAMPBELL RIVER, BC

SHEET 1 OF 4 SHEETS  
 STRATA PLAN EPS \_\_\_\_\_

SCALE 1:250 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF



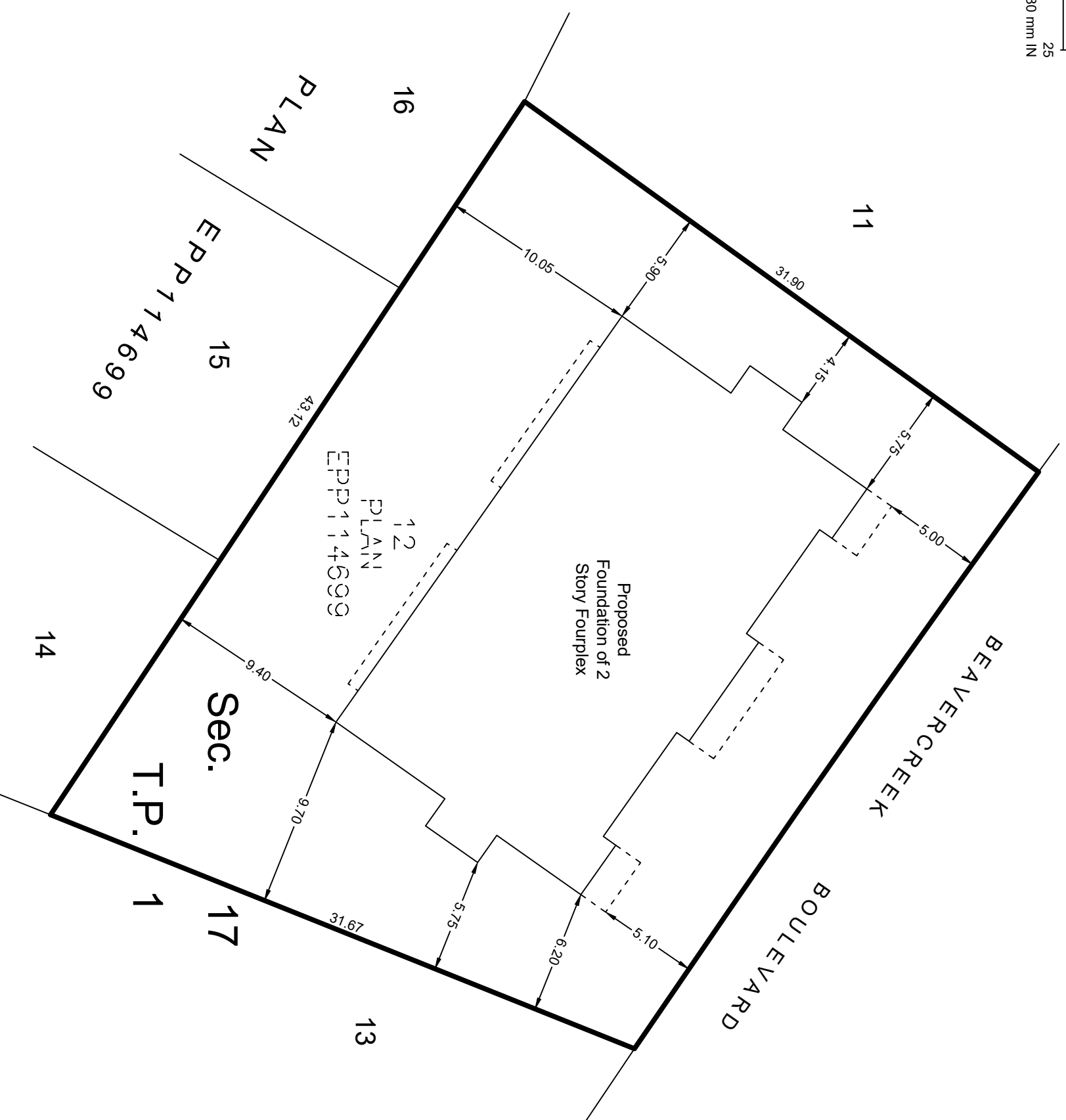
THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250.

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

**EXHIBIT "B"**

OFFSETS TO PROPERTY LINE ARE PERPENDICULAR THERETO AND ARE MEASURED TO THE EXTERIOR FACE OF BUILDING FOUNDATION WALLS.  
 BUILDING DIMENSIONS ARE SHOWN TO THE PERIMETER OF THE BUILDING AT GROUND LEVEL ON SHEET 1 ONLY.  
 THE BUILDING AND STRATA LOTS SHOWN ON THIS PLAN ARE FOR DISCLOSURE STATEMENT PURPOSES ONLY AND ARE BASED ON ARCHITECTURAL PLANS ISSUED FOR BUILDING PERMIT BY MACDONALD HAGARTY ARCHITECTS LTD, DATED SEPTEMBER 30, 2022.  
 ALL AREAS SHOWN ARE SUBJECT TO AS-BUILT MEASUREMENT.

March 30, 2023  
**J.E. ANDERSON & ASSOCIATES**  
 Surveyors - Engineers  
 Victoria - Nanaimo - Parksville - Campbell River  
 F-1250 CEDAR STREET, CAMPBELL RIVER, BC. V9W 2W5  
 File: 120927\_Preliminary\_Strata\_Plan



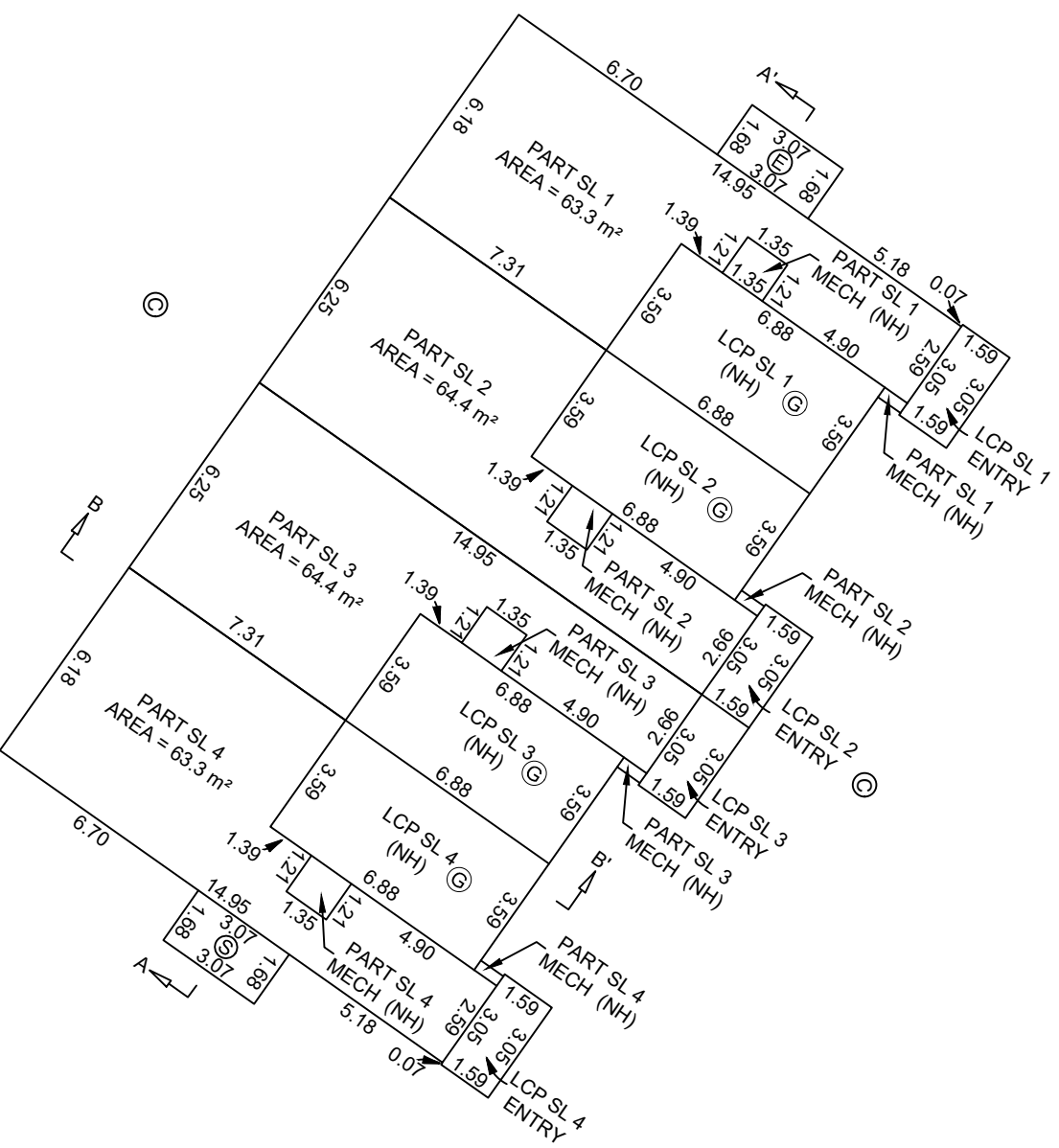
# GROUND FLOOR

SCALE 1:200 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF  
THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200.



## LEGEND

- SL INDICATES STRATA LOT
- NH INDICATES NON-HABITABLE
- ⊙ INDICATES COMMON PROPERTY
- LCP INDICATES LIMITED COMMON PROPERTY
- ⊕ INDICATES GARAGE (BEING LIMITED COMMON PROPERTY)
- ⊖ INDICATES SPRINKLER ROOM (BEING COMMON PROPERTY)
- ⓔ INDICATES ELECTRICAL ROOM (BEING COMMON PROPERTY)



## J.E. ANDERSON & ASSOCIATES

Surveyors - Engineers  
Victoria - Nanaimo - Parksville - Campbell River  
F-1250 CEDAR STREET, CAMPBELL RIVER, BC. V9W 2W5  
File: 120927\_Preliminary\_Strata\_Plan

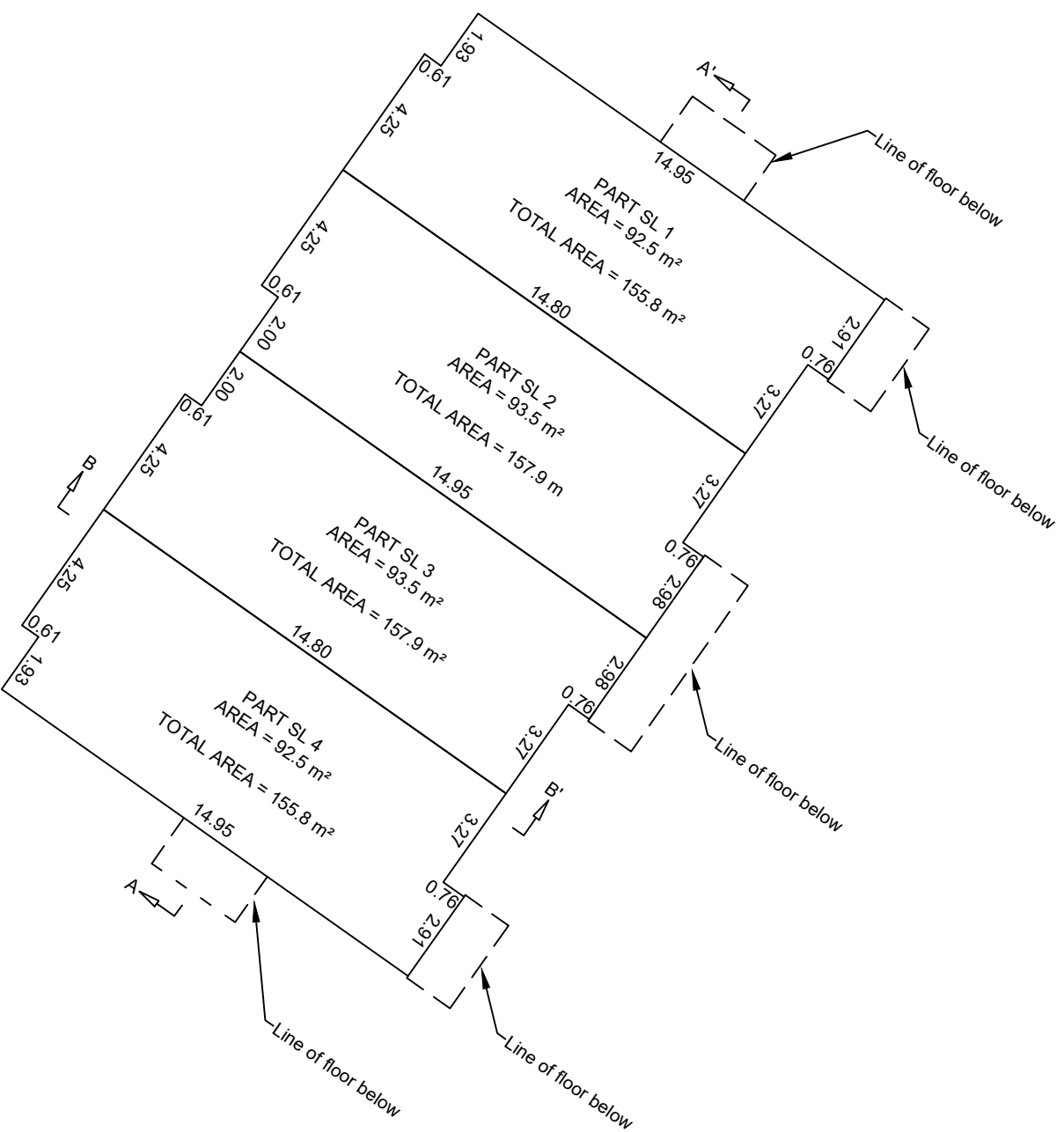
# SECOND FLOOR

SCALE 1:200 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF

0 2.5 5 10 15 20  
THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200.

## LEGEND

SL INDICATES STRATA LOT



## J.E. ANDERSON & ASSOCIATES

Surveyors - Engineers  
Victoria - Nanaimo - Parksville - Campbell River  
F-1250 CEDAR STREET, CAMPBELL RIVER, BC. V9W 2W5  
File: 120927\_Preliminary\_Strata\_Plan



# CROSS SECTIONS

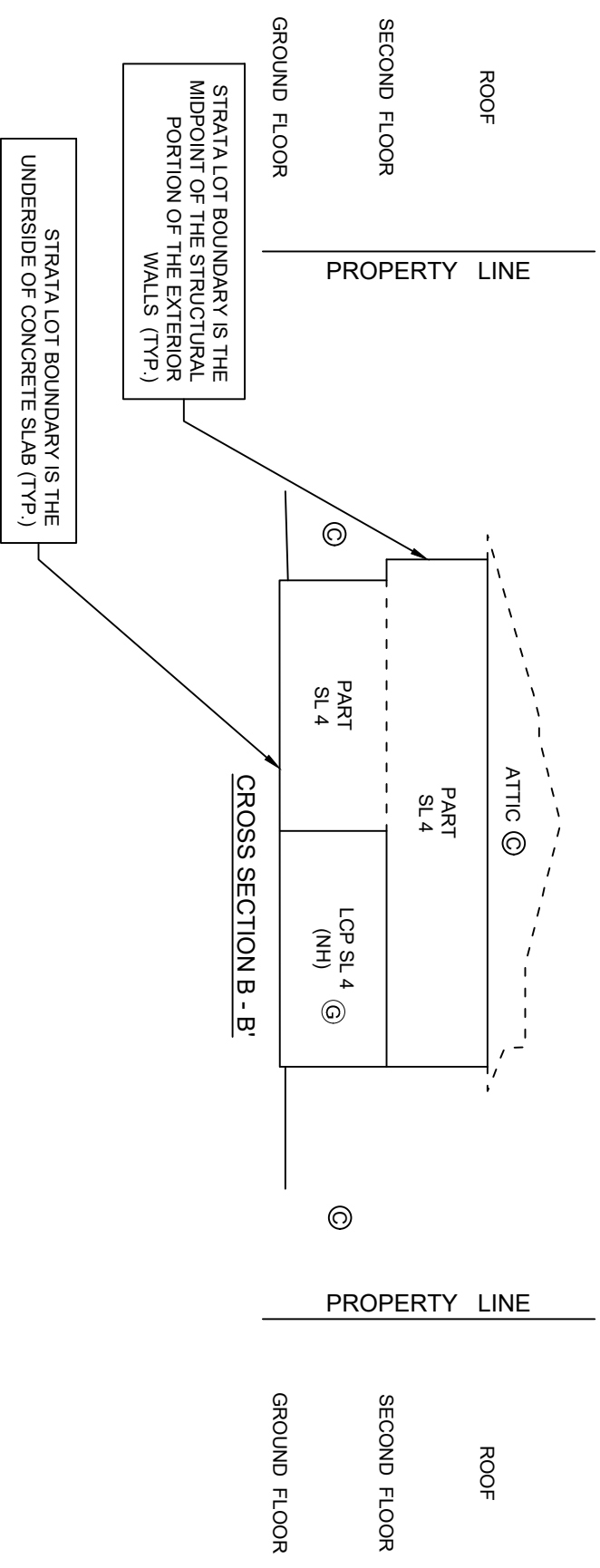
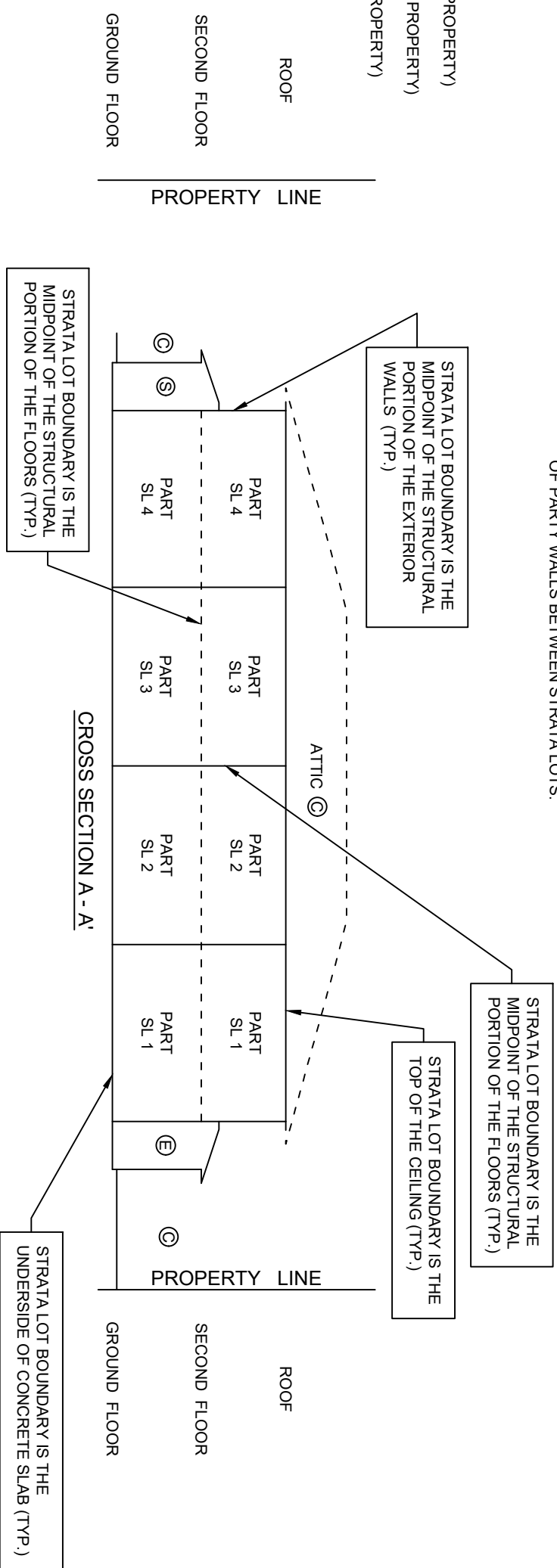
SCALE 1:200 ALL DISTANCES ARE IN METERS AND DECIMALS THEREOF

0 2.5 5 10 15 20  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200.

## LEGEND

- SL INDICATES STRATA LOT
- NH INDICATES NON-HABITABLE
- LCP INDICATES LIMITED COMMON PROPERTY
- Ⓢ INDICATES SPRINKLER ROOM (BEING COMMON PROPERTY)
- ⓔ INDICATES ELECTRICAL ROOM (BEING COMMON PROPERTY)
- ⓐ INDICATES GARAGE (BEING LIMITED COMMON PROPERTY)

**NOTE:**  
 THIS SHEET SHOWS STRATA LOT BOUNDARY DIMENSIONS TO THE MIDPOINT OF STRUCTURAL PORTION OF THE EXTERIOR WALLS AND THE MIDPOINT BETWEEN THE STRUCTURAL PORTIONS OF PARTY WALLS BETWEEN STRATA LOTS.



## J.E. ANDERSON & ASSOCIATES

Surveyors - Engineers  
 Victoria - Nanaimo - Parksville - Campbell River  
 F-1250 CEDAR STREET, CAMPBELL RIVER, BC. V9W 2W5  
 File: 120927\_Preliminary\_Strata\_Plan

*Bylaw 3401, 2009 – Sep 13/11 adds CD1 Zone*

## **5.41 Jubilee Heights Neighbourhood Comprehensive Development (CD1) Zone**

Sections 5.41.1 through 5.41.5 apply to any lot in the CD1 Zone.

### **Purpose:**

This zone provides for a comprehensive mix of land uses for the Jubilee Heights Neighbourhood with the intent of allowing residents to walk to many of their daily services and employment opportunities.

### **5.41.1 Definitions:**

**5.41.1 Live/Work:** A residential use combined with an accessory commercial use in such a manner that the residential and commercial uses constitute a single occupancy of the premises. Not more than 40% of the gross floor area of the live/work unit shall be used for the commercial use, up to a total maximum area of 80 square metres. The commercial use within Live/Work shall be limited to the following uses only:

- (a) Bed and breakfast limited to two rental rooms
- (b) restaurant
- (c) retail store
- (d) office
- (e) making, processing, and assembly of products (auxiliary to the principal commercial use)
- (f) artist studio
- (g) personal service establishment
- (h) merchandise service establishment
- (i) health services or fitness centre
- (j) medical clinic, dental clinic
- (k) printing and publishing

### **5.41.2 AREA I – Mixed-use Neighbourhood Centre**

#### **(l) 5.41.2.1 Permitted Uses:**

- (a) hotel, motel
- (b) restaurant with or without ancillary drive-through
- (c) licensed facilities, licensee retail store
- (d) retail store
- (e) office
- (f) bank or other financial institution

- (g) personal service establishment
- (h) merchandise service establishment
- (i) health services or fitness centre
- (j) medical clinic, dental clinic
- (k) community hall or centre
- (l) veterinary clinic
- (m) funeral parlour
- (n) printing and publishing
- (o) gas bar / convenience store
- (p) single family residential dwelling
- (q) triplex or threeplex
- (r) apartments and townhouses
- (s) secondary suite
- (t) community care, or social care facility, or both
- (u) live / work
- (v) fire station
- (w) ancillary uses

*Bylaw 3736, 2019 October 7, 2019 adds (x)*

- (x) two family residential or duplex

**5.41.2.2 Density:**

- (a) Where a lot includes both commercial AND residential uses, the maximum floor area ratio is 2.5.
- (b) Where the use of a lot is solely commercial OR residential, the maximum floor area ratio is 1.5.

*Bylaw 3736. 2019 October 7, 2019 amends conditions of use for a) b)*

**5.41.2.3 Conditions of Use:**

- (a) Only one retail occupancy shall have a floor area of up to 3,200 square metres in Area I, and this occupancy shall only be used as a grocery store. All other retail occupancies shall be limited to 600 square metres.
- (b) The maximum combined floor area for all commercial uses shall not exceed 6,600 square metres. For the purposes of this subsection, hotel/motel and live/work uses are excluded from the maximum floor area calculations.

- (c) There shall be only one hotel/motel located in either Area I or Area II. The maximum number of sleeping units for the hotel/motel shall not exceed 90. The hotel/motel may include meeting rooms no larger than 140 m<sup>2</sup> each in size, but shall exclude conference facilities.

**5.41.2.4 Lot Area:**

The minimum lot area shall not be less than 200 square metres.

**5.41.2.5 Building Height:**

The maximum height of a principal building shall not exceed 16.0 metres.

**5.41.2.6 Setbacks:**

- (a) The following setbacks shall be required for all uses, except single-family:
  - i) A front yard setback of not less than 2.0 metres is required.
  - ii) A rear yard setback of not less than 2.0 metres is required.
  - iii) A side yard setback of not less than 2.0 metres is required.
  - iv) Where a side yard abuts a highway, arterial, or collector road as identified in the City of Campbell River Official Community Plan, a setback of not less 4.5 metres is required.
- (b) The following setbacks shall be required for single-family:
  - i) A front yard setback of not less than 4.0 metres is required.
  - ii) Notwithstanding section 5.40.2.6 b) i., a front yard setback for a garage of not less than 5.5 metres is required.
  - iii) A rear yard setback of not less than 4.0 metres is required.
  - iv) A side yard setback of not less than 1.5 metres is required.
  - v) Where a side yard setback abuts a local road, a setback of not less 2.5 metres is required;
  - vi) Where a side yard abuts a highway, arterial, or collector road as identified in the City of Campbell River Official Community Plan, a setback of not less 4.5 metres is required.

**5.41.2.7 Lot Coverage:**

The maximum coverage of all buildings on a site shall not exceed 65%.

EXHIBIT "D"

*Strata Property Act*

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

P.I.D. 031-593-364 LOT 12, SECTION 17, TOWNSHIP 1, COMOX DISTRICT,  
PLAN EPP114699

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BUILDING STRATA PLAN

The unit entitlement for each strata lot is one of the following [check appropriate box], as set out in the following table:

(a) the habitable area, in square meters, of the strata lot, as determined by a British Columbia Land Surveyor, rounded to the nearest whole number as set out in 246(3)(a)(i) of the *Strata Property Act*.

OR

(b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

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

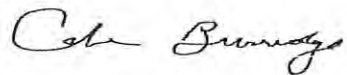
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Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in square meters	Unit Entitlement	%* of Total Unit Entitlement
1	2,3,4	155.8	1	25%
2	2,3,4	157.9	1	25%
3	2,3,4	157.9	1	25%
4	2,3,4	155.8	1	25%
<b>Total number of lots: 4</b>			<b>Total unit entitlement: 4</b>	

- \* expression of percentage is for informational purposes only and has no legal effect
- \* Strata Lot areas are based on architectural plans provided by MHA Architects and are for disclosure statement purposes only

Dated: April 4, 2023



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COLIN A. BURRIDGE, BCLS

Dated:



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EVAN LARKAM, AUTHORIZED SIGNATORY,  
NORTHLAND DEVELOPMENTS LTD.  
INC. NO. BC1230147

# EXHIBIT "E"

## 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, occupant or visitor must ensure that a pet is kept quiet, controlled and clean. Any excrement on Common Property or Limited Common Property must be immediately disposed of by the pet owner.  
(5) 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.
- (6) An owner, occupier or visitor of a Strata Lot must not park or stand any motor or other vehicle, including but not limited to a trailer, motor home, or camper, boat, on Common Property or Limited Common Property.
- (7) The owner must keep the Strata Lot in a good and tidy condition at all times and free of all garbage and debris, except for garbage kept in receptacles approved in writing by the Strata Council.
- (8) No uninsured vehicle, recreation vehicle, camper, trailer, tent trailer, boat, boat trailer, or other similar chattel shall remain parked or stored on any Strata Lot, Common Property, or Limited Common Property.
- (9) No satellite dishes shall be permitted on the exterior of any building located on any Strata Lot.
- (10) No flags, sheets, foil, shall be permitted on any exterior window or deck railing of any building on any Strata Lot. Window Fixtures are preferred to be white in colour for exterior continuity.

#### **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 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.
  - (h) wiring, plumbing, piping, heating, air conditioning and other services; and
  - (i) converting uninhabitable areas to habitable areas.



- (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.]

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **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) \$100 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 "F"

<b>Northland Developments Ltd. - 703 Beaver Creek Blvd</b>	
<b>12 month proposed Budget - 4 units</b>	
<b>REVENUE</b>	
STRATA FEE ASSESSMENTS	\$ 15,075.50
INTEREST	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 15,075.50</b>
<b>EXPENSES</b>	
<b><u>GENERAL AND ADMINISTRATIVE</u></b>	
ADMINISTRATION EXPENSES	\$ 50.00
LEGAL	\$ 266.66
PROFESSIONAL FEES	\$ 2,800.00
BANK CHARGES	\$ -
BUILDING INSURANCE	\$ 3,905.00
<b>TOTAL GENERAL AND ADMINISTRATIVE</b>	<b>\$ 7,021.66</b>
<b><u>UTILITY SERVICES</u></b>	
GARBAGE/RECYCLING	\$ 1,866.66
WATER/SEWER	\$ 533.33
COMMON ELECTRICITY	\$ 733.34
<b>TOTAL MAINTENANCE COSTS</b>	<b>\$ 3,133.33</b>
<b><u>GROUNDS &amp; BUILDING MAINTENANCE</u></b>	
LANDSCAPING AND IRRIGATION	\$ 1,733.34
REPAIRS AND MAINTENANCE	\$ 900.00
SNOW REMOVAL	\$ 333.33
TELEPHONE (FIRE ALARM MONITORING)	\$ 83.33
FIRE SAFETY AND BACKFLOW INSPECTION	\$ 200.00
WINDOW WASHING/GUTTER	\$ 300.00
<b>TOTAL MAINTENANCE COSTS</b>	<b>\$ 3,550.00</b>
<b>TOTAL EXPENSES</b>	<b>\$ 13,705.00</b>
<b>CONTIGENCY FUND CONTRIBUTUION (CRF) 10% OF EXPENESES</b>	<b>\$ 1,370.50</b>
<b>TOTAL BUDGETED ANNUAL COMMON COSTS</b>	<b>\$ 15,075.50</b>
<b>\$</b>	<b>\$314.00</b>

Each of the Strata lots will be responsible for the monthly payment of its proportionate share of the foregoing annual budget figure, which is calcdted according to the following formula:

(Unit Entitlement being Calculated by Surveyor)

The Strata fee for each Strata Lot of the development is:  
\$314.00

# EXHIBIT "G"

## JUBILEE TOWNHOMES 3028 SOUTH ALDER STREET, CAMPBELL RIVER 703 BEAVER CREEK BOULEVARD, CAMPBELL RIVER CONTRACT OF PURCHASE AND SALE

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

BUYER	
Name(s)	_____
Occupation	_____
Address	_____
Telephone (home)	_____ (work) _____
E-Mail	_____
Buyers GST Number	_____
Buyer's Lawyer	_____

### CAPITALIZED TERMS IN THIS AGREEMENT WILL HAVE THE MEANINGS SPECIFIED IN PARAGRAPH 25.

**THE BUYER OFFERS TO PURCHASE FROM THE SELLER**, on the terms and conditions set out in this Agreement, good and marketable freehold title to **Strata Lot** \_\_\_\_\_ as generally showing on the drawings annexed to this Agreement as Schedule 'A' (the "**Property**") to be created from part of the lands located at 3028 SOUTH Alder Street, Campbell River, British Columbia and legal described as Parcel Identifier 031-593-372, Lot 13 Plan EPP114699 ), and 703 Beaver Creek Boulevard, Campbell River, British Columbia and legal described as Parcel Identifier 031-593-364, Lot 12, Plan EPP114699 free and clear of all encumbrances except the Permitted Encumbrances, and subject to any conditions listed in Schedule 'C':

#### 1. ACKNOWLEDGMENT

The Buyer has received the Disclosure Statement from the Seller filed with the Superintendent of Real Estate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to and including amendments to the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Buyer has been provided with an opportunity to read, review and to ask questions concerning the Disclosure Statement before signing this Agreement.

Initials
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#### 2. PURCHASE PRICE

The purchase price to be paid by the Buyer for the Property is \$ \_\_\_\_\_ and **DOES NOT INCLUDE GST**. GST is the responsibility of the Buyer in accordance with paragraph 7 of this Agreement.

\$ Purchase Price
----------------------

#### 3. DEPOSIT

The Deposit in the amount of \$ \_\_\_\_\_ is due within 72 hours after the later of:

Initials	Initials	Initials
----------	----------	----------

- (a) all Buyer's Conditions set out in Schedule 'C' having been waived or declared fulfilled. By the Buyer; and
- (b) seven (7) days after the later of the date this Agreement was entered into or the date the Buyer received a copy of the Disclosure Statement.

**4. USE OF DEPOSITS**

Deposits will be paid in trust to CR Lawyers, as stakeholder, will **NOT** accrue interest and be held in accordance with the *Real Estate Services Act* and the *Real Estate Development and Marketing Act*. Deposits will be:

- (a) paid to the Seller on the Closing Date on account of the Purchase Price according to paragraph 15 below, if the Seller and the Buyer complete the sale and purchase of the Property on the Closing Date;
- (b) paid to the Buyer in full and final satisfaction of any right or remedy the Buyer may have at law or in equity, if the Buyer is entitled to cancel this Agreement in accordance with paragraph 24 of this Agreement and elects to do so, or if the Seller, for any reason except the Buyer's default, fails to complete the sale of the Property to the Buyer as contemplated by this Agreement; or
- (c) paid to the Seller, at the Seller's election, without prejudice to any other right or remedy the Seller may have at law or in equity, if the Buyer for any reason is in default of the Buyer's obligations under this Agreement.

**5. ADJUSTMENTS**

All Purchase Price adjustments of whatsoever nature normally made between a Seller and Buyer on the sale of similar property in British Columbia will be made as of the Closing Date. For clarity, the Buyer will assume and pay all levies, taxes, rates, local improvement assessments, and other charges, from and including the Closing Date.

**6. DELIVERY OF PURCHASE PRICE**

The Purchase Price, adjusted in the manner set out in paragraph 5 above, will be delivered by the Buyer as follows:

- (a) by payment of the Deposit in accordance with paragraph 3 which is to be delivered to the Seller's Lawyer's on or before the Closing Date;
- (b) by payment of the Final Payment, according to paragraph 15 below.

**7. GST**

- (a) The Purchase Price **excludes** GST, which the Buyer will pay to the Seller on the Closing Date in addition to the Purchase Price unless the Buyer is a GST Registrant.
- (b) If a GST Registrant, the Buyer will self-assess the amount of the GST exigible on the Purchase Price, and account directly to the Canada Revenue Agency. On the Closing Date, the Buyer will also deliver to the Seller a certificate executed in accordance with paragraphs 221(2)(b) and (c) of the *Excise Tax Act*.

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- (b) B.C. Transition Tax is not exigible on the Purchase Price, and the Seller is NOT a foreign supplier.

**8. PROPERTY**

Notwithstanding the preliminary configuration, area, and dimensions of the Property shown on the drawing annexed to this Agreement, the final configuration, area and dimensions of the Property will be established only following regulatory approval and registration of the Strata Plan. The Buyer acknowledges and agrees that the final configuration, area, and dimensions of the Property may vary from the preliminary configuration, area, dimensions of the Property shown on the drawings annexed to this Agreement, but in no event will the final area of the Property vary by more than ten (10) percent without the Buyer’s express written consent.

**9. DELAYS**

Except as provided in this paragraph 9, the Closing Date will not be later than the Target Date. At the option of the Seller, the Closing Date may be extended beyond the Target Date, where:

- (a) There has been any delay in registration of the Strata Plan or the receipt of the occupancy permit for the Property, for any reason, and
- (b) The Seller has provided at least seven (7) days written notice of delay to the Buyer,

And in that case, the Closing Date will be extended by one or more periods equal to the duration of such delay, as estimated by the Seller, to a maximum aggregate period of delay not exceeding sixty (60) days.

**10. REPRESENTATION**

The Seller represents to the Buyer and warrants that:

- (a) The Seller is or will be on, registration of the Strata Plan in the Land Title Office, the registered and beneficial owner of the Property;
- (b) The Seller is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (c) On the Closing Date, the Seller will have good and marketable title to the Property, free and clear of all liens, charges and encumbrances save and except the Permitted Encumbrances;
- (d) All municipal tax, rates and assessments with respect to the Property will be paid in full by the Seller, as of the Closing Date.

**11. RISK**

The Property will be and remain at the risk of the Seller until and including 12:01 p.m. on the Closing Date. After 12:01 p.m. on the Closing Date, the Property will be at the risk of the Buyer.

**12. COSTS**

The Buyer will bear all costs directly related to the conveyance of the Property to the Buyer, including Property Transfer Tax and, if applicable, any costs incurred by the Buyer in arranging a

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mortgage over the Property. The Seller will bear all costs relating to the clearing title to the Property and delivering clear title to the Buyer except for the Permitted Encumbrances.

**13. INSPECTION**

On written notice to the Seller, the Buyer may inspect the Property at any time (the "Inspection Date") after an occupancy permit is received for the Property but in no event less than seven (7) days before the Closing Date. Following inspection, the Buyer and Seller will complete a comprehensive list of deficiencies, if any, to be corrected by the Seller, such list to be signed by both parties and deemed to the acceptance by the Buyer of the physical condition of the Property subject only to the deficiency list. The Property will be re-inspected following completion of the corrective work and a final acceptance in form satisfactory to the Seller will be signed by the Buyer, it being understood that the Closing Date will not be extended by reason only of the existence of deficiencies, nor will any part of the Purchase Price be held back by the Buyer or the Buyer's solicitors on the Closing Date.

**14. PROPERTY TAX AND PROPERTY PURCHASE TRANSFER TAX**

- (a) The Buyer acknowledges that, if he, she, or it is a foreign national, foreign corporation, or taxable trustee (as defined in the *Property Transfer Tax Act*, the Buyer will be responsible to pay directly to the Province of British Columbia additional transfer tax equal to twenty (20.0%) of the Purchase Price.
- (b) The Buyer acknowledges that he, she, or it may be responsible to pay an annual speculation tax to the Province of British Columbia if the property is not the Buyer's principal residence, or if the Buyer is a foreign national or foreign corporation.

**15. COMPLETION**

Sale of the Property by the Seller to the Buyer will be completed as follows:

- (a) The Closing Documents and any GST Documents which the Seller may require will be prepared by the Buyer's Lawyers in form and substance satisfactory to the Seller's Lawyers, acting reasonably.
- (b) The Buyer's Lawyers will deliver the Closing Documents to the Seller's Lawyers at least five (5) business days before the Closing Date.
- (c) On or before the Closing Date, the Seller's Lawyers will delivery to the Buyer's Lawyers duly executed copies of the Closing Documents, and the Buyer's Lawyers will deliver to the Seller's Lawyers duly executed copies of the GST Documents.
- (d) Sale of the Property will complete at the Land Title Office, at noon (12:00p.m.) on the Closing Date.
- (e) On or before the Closing Date, the Buyer will deliver the Final Payment to the Buyer's Lawyers in trust. If part of the Purchase Price is to be financed by way of a new mortgage granted to the Buyer, the Buyer may, while still required to pay the Final

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Payment on the Closing Date, wait to pay the same until after the Transfer and Form B Mortgage have been deposited in the Land Title Office provided that, before deposit of the said Transfer and Form B Mortgage.

- i. The Buyer has deposited in trust with the Buyer's Lawyers a sum equal to the Final Payment less only the part of the Purchase Price being financed by the new mortgage;
  - ii. The Buyer has satisfied each of the mortgagee's conditions for funding, save and except deposit of the Form B Mortgage in the Land Title Office;
  - iii. The Buyer's Lawyers have received written confirmation from the mortgagee that funds will be advanced in the normal course of business, on the basis of a pending registration; and
  - iv. The Buyer's Lawyers have undertaken, in writing and in form satisfactory to the Seller's Lawyers, firstly to deliver the Final Payment to the Seller's Lawyers in trust upon completion of a reasonably satisfactory post-registration search of the Property title following deposit of the Transfer and Form B Mortgage and receipt of mortgage proceeds and after completion of a reasonably satisfactory post-registration search of the Property title, and, secondly, to withdraw the Transfer and Form B Mortgage if, for any reason, the Buyer is on the Closing Date unable to pay the Final Payment.
- (f) Following payment is described in sub-paragraph (e) above, and after receipt of the Closing Documents by the Buyer's Lawyers, the Buyer will cause the Buyer's Lawyers to deposit the Transfer in the Land Title Office.
- (g) On completion of a reasonably satisfactory post-registration search of the Property title, the Buyer will cause the Buyer's Lawyers to, firstly, authorize the Seller's Lawyers to release the Deposits to the Seller, and secondly, deliver the Final Payment to the Seller's Lawyers, in trust.
- (h) The requirements of this paragraph 15 are concurrent. The Buyer and Seller specifically agree that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered.
- (i) Notwithstanding any contrary term of this Agreement, the Seller may wait to pay and discharge from the Property title any financial encumbrances described in the Disclosure Statement until after the receipt of the Purchase Price.

**16. POSSESSION**

Provided that the Seller has received the Purchase Price, the Buyer will have vacant possession of the Property at 12:01p.m. on the Possession Date, free and clear of all encumbrances, except the Permitted Encumbrances.

**17. TIME**

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Time will be the essence for all purposes of this Agreement.

**18. ASSURANCES**

Each party will, at all times and from time to time, execute and deliver to the other such further assurances, acts, and documents as may be reasonably necessary to give effect to terms, covenants, representations and warranties in this Agreement.

**19. AMENDMENT**

This Agreement may not be amended or otherwise modified without the express written agreement of the Seller and the Buyer.

**20. RESALE**

The Buyer will not advertise or solicit offers from the public with respect to the Property or otherwise list the Property on the Multiple Listing Service in advance of the Closing Date.

**21. ASSIGNMENT**

- (a) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- (b) **WITHOUT THE SELLER'S PRIOR CONSENT, ANY ASSIGNMENT OF THIS AGREEMENT IS PROHIBITED.** The Buyer may, with the Seller's prior written consent and subject to the remaining terms of this paragraph 21, assign this Agreement to the member of the Buyer's immediate family or a company that is wholly owned by the Buyer.
- (c) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- (d) Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
  - i. the party's identity;
  - ii. the party's contact and business information;
  - iii. the terms of the assignment agreement.
- (e) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**
- (f) An assignment of this Agreement will not be effective unless:

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- i. the Buyer has delivered to the Seller’s Lawyers all Deposits then due, the receipt of which has been acknowledged by the Seller’s Lawyers, in writing;
- ii. the Buyer has paid, to the Seller, an administrative fee equal to the greater of \$5,000,000, plus GST and fifty percent of any fee paid directly or indirectly to the buyer, as assignor by or on behalf of the assignee, plus goods and services tax, as consideration for the Seller’s consent to assignment and as reimbursement of the Seller’s associated legal and administrative costs;
- iii. the assignment is in writing (the “**Assignment Agreement**”), in form and substance approved by the Seller, acting reasonably, and includes, without limitation, the explicit agreement of the Buyer and assignee:
  - (a) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment,
  - (b) to provide the Seller with the information and records required under the *Real Estate Development Marketing Act*;
- iv. the Seller has executed the Assignment Agreement.

**22. PRIVACY**

The Buyer consents to the collection, use, and disclosure by the Seller and the Seller’s Agent of personal information concerning the Buyer for all purposes consistent with the transaction contemplated by this Agreement, for enforcing codes of professional conduct the ethics for real estate board members, and for the purposes (and to the recipients) described in the British Columbia Real Estate Association brochure titled *Privacy Notice and Consent*.

**23. AGENCY**

The Buyer acknowledges having received, read, and understood the Real Estate Council of British Columbia form titled “*Disclosure of Representation in Trading Services*”, and confirms that:

- (a) The Seller has an agency relationship with the Seller’s Agent (If Any), licensed under the *Real Estate Services Act*;
- (b) **THE BUYER HAS NO AGENCY RELATIONSHIP WITH THE SELLER’S AGENT (IF ANY)**

**24. CANCELLATION**

- (a) The Buyer may cancel this Agreement where entitled to do so according to Section 21 of the *Real Estate Development Marketing Act*.
- (b) The Seller may cancel this Agreement by giving 10 days written notice to the Buyer:
  - i. If the Strata Plan, for any reason, is not registered in the Land Title Office within thirty days after the Target Date;

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- (c) All deposits paid by the Buyer will be returned to the Buyer upon notice of cancellation from the Buyer or the Seller according to this paragraph 24.

**25. DEFINITIONS**

In this Agreement and in any Schedule attached:

- (a) **“Agreement”** means this contract of purchase and sale and any schedule attached.
- (b) **“Closing Documents”** means:
  - i. The Form A Freehold Transfer (the **“Transfer”**);
  - ii. The Seller’s Statement of Adjustments (the **“Statement of Adjustments”**);
  - iii. A *Strata Property Act* Form B Information Certificate; and
  - iv. A *Strata Property Act* Form F Certificate of Payment.
- (c) **“Closing Date”** means \_\_\_\_\_, 2023.
- (d) **“Deposit”** or **“Deposits”** means the deposit set out in paragraph 3 of this Agreement
- (e) **“Disclosure Statement”** means the disclosure statement dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ as amended to the date of this Agreement, and prepared by the Seller in accordance with the provisions of the *Real Estate Development Marketing Act* filed with the Superintendent of Real Estate, together with any amendments filed with the Superintendent of Real Estate to the including the date upon which this Agreement has been signed.
- (f) **“Final Payment”** means a sum equal to the Purchase Price as adjusted in accordance with paragraph 5 above, less the Deposits previously paid to the Seller’s Lawyers.
- (g) **“GST”** means 5% Goods and Services Tax.
- (h) **“GST Documents”** means a certificate issued by the Buyer pursuant to Section 221(2)(b) and 221(2)(c) of the *Excise Tax Act* (Canada).
- (i) **“Permitted Encumbrances”** means the subsisting conditions, provisions, restrictions, exceptions and reservations in the original crown grant for the Property (or a parent parcel of the Property, as the case may be), together with the other encumbrances noted in Section 4 of the Disclosure Statement.
- (j) **“Possession Date”** means the day immediately following the Closing Date.
- (k) **“Purchase Price”** means the amount set out on page 1, paragraph 2 of this Agreement.
- (l) **“Buyer’s Lawyers”** means the solicitors retained by the Buyer to complete purchase of the Property from the Seller.

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(m) "Strata Plan" means a strata plan of part of the lands presently described as Parcel Identifier 031-593-372, Lot 13, Plan EPP114699, and Parcel Identifier 031-593-364, Lot 12, Plan EPP114699 by which marketable title to the Property will be created.

(n) "Sellers Agent" if any means \_\_\_\_\_

(o) "Seller's Lawyer" means Stewart Carstairs, CR Lawyers.

(p) "Target Date" means \_\_\_\_\_, 2023.

**26. BINDING**

This Agreement will enure to the benefit of and be binding upon the respective parties, their executors, administrators, heirs, successors and assigns. If more than one person is described as the Buyer, then all such person will be jointly and severally liable for the Buyer's obligations.

**27. ENTIRE AGREEMENT**

This Agreement, including the Schedules annexed to this Agreement, and the Disclosure Statement constitutes the entire agreement between the Buyer and Seller. The Seller has not made any representation or warranty to the Buyer which is not expressly set out in this Agreement or in the Disclosure Statement. The Buyer acknowledges and agrees that reference in this Agreement to the Disclosure Statement will not be construed so as to extend upon any right of rescission set out in the *Real Estate Development Marketing Act*.

**28. LEGAL ADVICE**

The Buyer acknowledges and agrees that he/she/they has had the opportunity to seek independent legal advice before signing this Agreement and that it fully understands and accepts each term of this Agreement.

**29. OFFER**

The offer described in this Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is open for acceptance until noon (12:00p.m.) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Seller may accept this Agreement by executing a counterpart of this Agreement and delivering it to the Buyer by courier or facsimile on or before the specified date and time. If accepted, this Agreement will become a contract of purchase and sale binding upon both the Seller and the Buyer, on the terms and conditions herein contained. Upon acceptance by the Seller, the Buyer will deliver the Deposit to the Seller's Lawyers.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**Buyer**

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

Per: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Per: \_\_\_\_\_

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**30. ACCEPTANCE**

The Seller accepts the terms and conditions described in this Agreement and agrees to convey and sell the Property to the Buyer on the Closing Date, in accordance therewith.

Dated at the City of Campbell River this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**NORTHLAND DEVELOPMENTS LTD.**

Per: \_\_\_\_\_

*Initials*

**GST DISCLOSURE**  
**Purchase Price (before GST) - \$**  
**GST (5% of the Purchase Price) - \$**  
**GST Rebated (assigned to the Seller) – N/A**  
**Purchase Price (including GST) - \$**

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**SCHEDULE "A"**  
**THE PROPERTY**

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**SCHEDULE "B"**  
**PERMITTED ENCUMBRANCES**

**Legal Notations**

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6359631

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7248125

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 20.03.1984 UNDER NO. N23032  
(SEE PLAN 40916)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FA101721

**Charges, Liens and Interests**

EXCEPTIONS AND RESERVATIONS 48537G WITH ESQUIMALT AND NANAIMO RAILWAY COMPANY;

UNDERSURFACE RIGHTS 54436G WITH ESQUIMALT AND NANAIMO RAILWAY COMPANY;

UNDERSURFACE RIGHTS 54438G WITH ESQUIMALT AND NANAIMO RAILWAY COMPANY;

UNDERSURFACE RIGHTS J88300 WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA;

UNDERSURFACE RIGHTS K113100 WITH WELDWOOD OF CANADA LIMITED;

UNDERSURFACE RIGHTS L42701 WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA;

UNDERSURFACE RIGHTS S107238 WITH BRINCO COAL CORPORATION;

UNDERSURFACE RIGHTS EJ50326 WITH HILLSBOROUGH RESOURCES LIMITED;

COVENANT FA136785 WITH CITY OF CAMPBELL RIVER;

COVENANT FA7141635 WITH CITY OF CAMPBELL RIVER;

COVENANT CA7373060 WITH CITY OF CAMPBELL RIVER;

STATUTORY RIGHT OF WAY CA858986 and CA8658989 IN FAVOUR OF BC HYDRO AND TELUS ; AND

STATUTORY BUILDING SCHEME CA7817947.

**SCHEDULE "C"**  
**BUYER'S CONDITIONS**

The Buyer's obligation to complete purchase of the Property on the Closing Date is subject to Satisfaction of the following conditions on or before the date indicated for each condition:

(a) The Buyer arranging mortgage financing for an amount, at an interest rate, and on terms and conditions the Buyer considers satisfactory;

(b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The condition precedent set out in the paragraphs above is the Buyer's sole benefit, and may be waived unilaterally by the Buyer, at the Buyer's election. Following notice of the satisfaction or waiver of the conditions precedent within the time provided, delivered by the Buyer to the Seller, this agreement will become an unconditional agreement for the purchase and sale of the Property. If the Buyer does not give the Seller notice of the satisfaction or waiver of the condition precedent within the time provided, the Buyer's obligation to purchase the Property will be at an end, and the Deposit (if already paid) will be promptly returned to the Buyer.