

DISCLOSURE STATEMENT

of

PARADISE HOMES LTD.

for

"THE SLOPES"

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

Dated: November ____, 2020

<i>Owner and Developer Name:</i>	PARADISE HOMES LTD.
<i>Address for service:</i>	924 Jenkins Avenue Victoria, BC V9B 2N7
<i>Address for mailing/business address:</i>	924 Jenkins Avenue Victoria, BC V9B 2N7
<i>Real Estate Agent</i>	Gary Brown Re/Max Camosun, 4440 Chatterton Way, Victoria, BC, V8X 5J2

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 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 _____

_____ [*insert purchaser's name*], who has confirmed that fact by initialling 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 on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

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

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

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

POLICY STATEMENT NO. 5

The Developer has obtained preliminary approval to construct and create the lots in the development from the City of Langford. The Superintendent of Financial Institutions will permit marketing by the Developer prior to obtaining the building permit from the City for the development on the following conditions:

- (a) the estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is twelve (12) months or less from the date the Developer filed the disclosure statement with the Superintendent;
- (b) the Developer markets the proposed development under the disclosure statement for a period of no more than twelve (12) months from the date the disclosure statement was filed with the Superintendent, unless a disclosure statement amendment that sets out particulars of the issued building permit is filed with the Superintendent during that period. The Developer must also either:
 - (i) prior to the expiry of the twelve (12) month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
 - (ii) upon the expiry of the twelve (12) month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the Developer without further notice;
- (c) any purchase agreement used by the Developer, with respect to any development lot offered for sale or lease before the purchaser's receipt of a disclosure statement amendment that sets out particulars of the issued building permit, contains the following provisions:
 - (i) the purchaser may cancel the purchase agreement for a period of seven days after receipt of a disclosure statement amendment that sets out particulars of the issued building permit if the layout or size of the applicable development lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (ii) if a disclosure statement amendment that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development is materially changed by the issuance of the building permit;
 - (iii) the amount of the deposit to be paid by a purchaser who has not yet received a disclosure statement amendment that sets out particulars of an issued building permit is no more than 10% of the price; and
 - (iv) all deposits paid by a purchaser, including interest earned if applicable will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

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Preliminary Notes to Purchaser:

This Disclosure Statement contains information with respect to the Development which is a residential townhouse development consisting of sixteen three (3) storey townhomes. Please see paragraph 2.1 General Description of the Development on pages 9 and 10 for more details.

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EXHIBITS:

- Exhibit "A" – Preliminary Strata Plan
- Exhibit "B" – Form V - Schedule of Unit Entitlement
- Exhibit "C" – Form W - Schedule of Voting Rights
- Exhibit "D" – Revised Bylaws
- Exhibit "E" – Proposed Budget
- Exhibit "F" – Schedule of Assessments
- Exhibit "G" – Rental Disclosure Statement
- Exhibit "H" – Proposed Contract of Purchase and Sale and Addendum

1. DEVELOPER

1.1 Jurisdiction of Incorporation/Registration

Paradise Homes Ltd. (the "Developer") was incorporated in British Columbia on January 29, 2001 under Incorporation Number BC0621498.

1.2 Specific Incorporation

The Developer was not incorporated specifically for the purpose of developing the strata lots within this development and the Developer has assets other than the development property itself.

1.3 (a) Registered and Records Office Address

813 Goldstream Avenue,
Victoria, BC V9B 2X8

(b) Address for Mailing

813 Goldstream Avenue,
Victoria, BC V9B 2X8

1.4 Directors

Gary Edward Brown
Rodney LeClaire

1.5 Additional Declarations by Developer

To the best of the Developer's knowledge:

- (a) the Corporate Developer has developed prior properties and been involved in the development industry. The previous experience of the directors of the Developer are as follows:
 - (i) Gary Edward Brown - in excess of twenty years experience in the construction and development industry. He has constructed several residential homes and duplexes in addition to townhouse, multi family and condominium developments.
 - (ii) Rodney LeClaire - in excess of 25 years involved in construction of multi-family residential buildings and since 2000 involved with the Corporate Developer in land subdivision, construction of housing, including strata titled duplexes, townhomes, multi family and condominium developments.

- (b) Neither of the Developer, any principal holders of the Developer, or any directors or officers of the Developer or principal holders:
 - (i) within the previous ten years, have been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgage of land, or to theft or fraud.
 - (ii) within the previous five years, have been subject to a bankruptcy or made any 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.
 - (iii) within the previous five years, have been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer was:
 - (A) 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 theft or fraud, or
 - (B) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Existing or Potential Conflicts of Interest

There are no conflicts or potential conflicts of interests which exists among the Developer or manager and any person providing goods or services to the Developer or manager or holders of development lots in connection with the development which could reasonably be expected to affect the purchaser's purchase decision.

Gary Brown, a director and principal of the Corporate Developer is the licenced realtor which will be marketing the project but cannot and will not provide any agency representation to Buyers.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

- (a) The development, described and known as "The Slopes" (herein called the "Development") will comprise of a total of sixteen (16) residential condominium Strata Lots (herein collectively called the "Strata Lots" or individually called the "Strata Lot"), which will be owned individually, together with a proportionate share in the Common Property, and other assets of the Strata Corporation which will be owned as tenants in common by the owners of the Strata Lots;
- (b) The Development will consist of a total of five (5) separate townhouse buildings, with two (2) buildings containing four (4) Strata Lots each, two (2) buildings containing three (3) Strata Lots each and one (1) building containing two (2) Strata Lots. The Buildings have concrete foundations with wood frame construction above.
- (c) The Development will be constructed on lands located in the City of Langford, British Columbia, presently legally described as:
- Parcel Identifier: 005-857-643
Lot 3, Section 85, Metchosin District, Plan 6533
- (the "Lands")
- (d) The Lands will be subdivided into two (2) fee simple lots legally described as:
- NO PID NUMBER
Lot A, Section 85, Metchosin District, Plan EPP106628
- NO PID NUMBER
Lot B, Section 85, Metchosin District, Plan EPP106628
- (e) Proposed Lot A, Plan EPP106628 will be stratified into sixteen (16) Strata Lots (the "Parent Property").
- (f) All Strata Lots in the Development will be legally described as follows:
- Strata Lots 1 to 16, Section 85, Metchosin District, Strata Plan EPS7275
- (the "Strata Lots")

- (f) The civic address for all of the Strata Lots in the Development is 3429 Happy Valley Road, Victoria, British Columbia (subject to any re-designation which may be determined by the District of Langford). Attached as **Exhibit "A"** to this Disclosure Statement is a copy of the Preliminary Strata Plan as prepared by Explorer Land Surveying.
- (g) All of the Strata Lots within the Development are for residential purposes and the location and dimensions of the strata units are set out in the Strata Plan. The Plan and dimensions are approximate only and there will be minor changes or variations during construction. The Purchaser is cautioned to review the filed Strata Plan prior to completion of their purchase to ensure that the strata unit and the Development are in substantial accord with Exhibit "A".

2.2 Permitted Use

The zoning applicable to the Development is Attached Housing (RM2-A) under City of Langford Land Use Planning Bylaw 300 which permits the construction of the Development. Permitted Uses in this zone are:

- (1) accessory buildings and uses;
- (2) apartments;
- (3) attached housing;
- (4) home occupation in accordance with Section 3.09;
- (5) temporary construction and real estate marketing offices;
- (6) townhouses; and
- (7) uses permitted by section 3.01 of this Bylaw.

For further information, purchasers can view the website of the City of Langford for the Land Use Bylaw under Zone RM2A, section 6.36A. The website is www.cityoflangford.ca

Approval for the Development was given by the City of Langford on July 21st, 2020, under Development Permit No. DP185-006532.

All units in the townhouse subdivision will be for residential use only.

2.3 Phasing

The Development is not a phased plan.

3. STRATA INFORMATION

3.1 Unit Entitlement

- (a) The Unit Entitlement indicates the share in the Common Property and the common assets of the Strata Corporation and is the means by which each Strata Lot's contribution to the common expenses and liabilities of a Strata Corporation is calculated. All units will share in the common expenses based on their unit entitlement.
- (b) The manner of calculating unit entitlements is regulated by Section 246 of the *Strata Property Act*. Under that Section, the Developer has elected to have the unit entitlement for each Strata Lot based upon the habitable area of the strata lot, in square metres, rounded to the nearest whole number. A schedule of the proposed Unit Entitlements for the Strata Lots is shown in Form V, which is attached as **Exhibit "B"** to this Disclosure Statement.

3.2 Voting Rights

Each Strata Lot within the Development will have one vote in the strata corporation. A schedule of the proposed Form W, Schedule of Voting Rights, is as set out in the attached **Exhibit "C"**, subject to the approval of the Superintendent of Real Estate, as applicable.

3.3 Common Property and Facilities

Common Property includes all of the land and those parts of the buildings not included in the Strata Lots, as well as all pipes, wires, cables, chutes, ducts and other facilities for passage of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems or similar services, if they are located:

- (a) within a floor, wall or ceiling that forms a boundary:
 - (i) between a Strata Lot and another Strata Lot;
 - (ii) between a Strata Lot and the Common Property, or
 - (iii) between a Strata Lot or Common Property and another parcel of land, or
- (b) wholly or partially within a Strata Lot if they are capable of being and intended to be used in connection with the enjoyment of another Strata Lot or Common Property.

There are no recreational facilities proposed with respect to the Development.

Under Section 99 of the *Strata Property Act*, expenses paid by the Strata Corporation for the repair and maintenance of the Common Property are to be allocated to all Strata Lots in proportion to their relative unit entitlements.

3.4 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 Lots and the owners of same. Any additional maintenance expense created thereby will be allocated to the Strata Lot or Strata Lots which enjoy the exclusive use. The Developer intends to designate decks and patio areas as limited Common Property.

The Strata Corporation is responsible for repairing and maintaining all common property. The *Strata Property Act* however, makes owners responsible for maintaining and repairing limited common property which they use, other than certain limited common property which the strata corporation must repair and maintain:

- (a) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (b) the structure of a building;
- (c) the exterior of a building;
- (d) stairs, balcony railings, patios and other things attached to the exterior of a building (other than decks, stairs to decks and patios associated with the Strata Lots which are the responsibility of the unit owner);
- (e) doors, windows or skylights, on the exterior of a building or that front on the common property; and
- (f) fences, railings and similar structures that enclose patios and yards.

Expenses paid by the Strata Corporation for the repair and maintenance of common property will be allocated to all of the strata units in proportion to their relative unit entitlement figures, with the exception of operating fund expenses that relate to limited common property.

Common expenses included in the operating fund that relate to limited common property will be allocated to only those strata units entitled to use that limited common property, and shared amongst those strata units in proportion to their relative unit entitlement figures. All contributions to the contingency reserve, or a special levy, which relate to limited common property which is the responsibility of the strata corporation, will be paid for by all of the strata units in proportion to the relative unit entitlement figures.

3.5 By-Laws and Amendments Thereto

The By-laws of the strata corporation will be those contained in **Exhibit "D"** attached hereto rather than the Standard Form Bylaws under the *Strata Property Act*. The

bylaws may be amended by a resolution passed by 3/4 vote. No by-law is enforceable to the extent that it:

- (a) contravenes this Act, the regulations, the Human Rights Code or any other enactment or law;
- (b) destroys or modifies an easement created under Section 69, or
- (c) prohibits or restricts the right of an owner of a strata unit to freely sell, lease, mortgage or otherwise dispose of the strata unit or an interest in the strata lot.

3.6 Parking

All Strata Lots will have parking within or directly in front of their Strata Lot.

It is proposed that there be three (3) designated visitor parking spots reserved for strata owner guests.

3.7 Furnishings and Equipment

Six (6) appliances and blinds will be included in the purchase price of each Strata Lot in the Development.

- Microwave Hood fan
- Electric Stove with range
- Refrigerator
- Dishwasher
- Washer/Dryer
- Window coverings on all exterior windows within the Strata Lot
- Garage door opener

3.8 Depreciation Report

Under section 94 (2) of the *Strata Property Act*, a strata corporation must obtain from a qualified person a depreciation report estimating the repair and replacement cost for major items of a strata corporation, **unless the strata corporation exempts themselves by an annual 3/4 vote.**

The qualified person needs to have proper liability and errors and omissions insurance coverage. Depreciation Reports must include an onsite visual inspection which is updated every three (3) years and must estimate the repair and replacement costs for major items in the strata corporation and the expected life of those items. The report should include the following:

- (a) The evaluation of the assets;
- (b) Replacement time line;

- (c) The current status of the Contingency Reserve Fund;
- (d) Cost of future replacement; and
- (e) Funding models, three cash flow models projecting 30 year replacement periods.

3.9 Budget

(a) A proposed budget of estimated operating expenses for the first 12 months of the Strata Corporation beginning the first day of the month following the month in which the first conveyance of a Strata Lot to a purchaser is attached as **Exhibit "E"**. The estimated costs are based on costs experienced by existing comparable projects. Common expenses shall be allocated to the individual Strata Lot owners based upon their unit entitlement with monthly assessments being payable by the owner of each Strata Lot pursuant to the provisions of Section 99 of the *Strata Property Act*. The Estimated Assessments for the Strata Lots of the Development are set out on the Assessment Schedule attached hereto as **Exhibit "F"**. The budgets and assessments after the first twelve (12) months will be established by the owners of the Strata Lots in accordance with the provision of the *Strata Property Act* and the by-laws of the Strata Corporation.

(b) Under Section 7 of the *Strata Property Act*, 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. After this time, until the first annual budget takes effect (hereinafter called the "initial period"), the Strata Corporation must pay the expenses with funds raised from owners through their monthly share of estimated expenses and contingency reserve fund.

However, Section 14 of the *Strata Property Act* states that if the expenses accrued by the Strata Corporation for the initial period are greater than the operating expenses estimated in the proposed budget for this period, the Developer must pay the difference to the Strata Corporation within eight (8) weeks after the first annual general meeting. If the accrued expenses are 10% or more greater than the operating expenses estimated in the proposed budget for that period, the Developer must include in the payment 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 to the Strata Corporation multiplied by 2;
 - (ii) if the accrued expenses are at least 20% greater than the estimated operating expenses, the additional amount is payable to the Strata Corporation multiplied by 3.
- (c) Under Section 12 of the *Strata Property Act*, a developer must establish a Contingency Reserve Fund by making a minimum contribution to that fund at

the time of the first conveyance of a Strata Lot to a purchaser. The minimum contribution will be the lesser of:

- (i) 5% of the Strata Corporation's proposed budget, multiplied by the number of years and partial years since the deposit of the strata plan; and
- (ii) 25% of the Strata Corporation's proposed budget.

3.10 Utilities and Services

- (a) **Water** – The Strata Lots in the Development will be served by public water lines owned and maintained by the Strata Corporation. The Capital Regional District will bill the Strata Corporation for water for common areas and sewerage, and these charges will be covered under the Strata Lot Assessments.
- (b) **Electricity** – The Strata Lots in the Development will be serviced by BC Hydro. Purchasers will have to make application for services and pay BC Hydro's standard connection fees and service rates. This cost is not included in the common expenses or assessment.
- (c) **Sewerage** – There is a public sewer system which services the Strata Lots and will be provided by the City of Langford, through Westshore Environmental Services.
- (d) **Natural Gas** – natural gas is available. Hot water, heat and barbeques will be ran by natural gas. Purchasers will have to make application for gas services and pay Fortis BC standard connection fees and service rates. This cost is not included in the common expenses or assessment.
- (e) **Fire Protection** – Fire Protection is provided by City of Langford Fire Department.
- (f) **Police Protection** – Police protection is provided by the Royal Canadian Mounted Police.
- (g) **Telephone** – The Strata Lots in the Subdivision/Development will be serviced by Telus or Shaw Communications. Purchasers of Strata Lots will be responsible for making application and payment of the usual application and connection fees. This cost is not included in the common expenses or assessment.
- (h) **Cablevision and Internet** – Cablevision services will be provided by Telus Corporation or Shaw Cablesystems. Purchasers of Strata Lots will be responsible for making application and payment of the usual application and connection fees. This cost is not included in the common expenses or assessment.

- (i) **Garbage Collection** – garbage collection and recycling services will be provided by a private contractor and the fee will be included in the monthly assessments.
- (j) **Access** – access to the property is from Happy Valley Road, Victoria, British Columbia

3.11 Strata Management Contract

The Developer intends to cause the Strata Corporation to enter into a management contract with South Island Property Management (Contact: Jennifer Adams), the proposed Budget (**Exhibit "D"**) makes provision for the expense of a Manager.

3.12 Fire and Liability Insurance

Under Section 149 of the *Strata Property Act*, the Strata Corporation must maintain full replacement insurance on:

- (a) Common Property;
- (b) Common assets;
- (c) Buildings shown on the Strata Plan; and
- (d) 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, washers, dryers, or other items".

The above-noted property 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, 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 \$2,000,000.00. Upon the filing of the Strata Plan, 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 Lloyds Canada 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.

3.13 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act*, a developer must disclose to any purchaser the intention to lease residential strata lots in order to ensure that such strata lots may be leased in the future. A Rental Disclosure Statement in Form J will be filed with the Superintendent of Real Estate, and a copy is attached as **Exhibit "G"** to this Disclosure Statement. The filing of the Rental Disclosure Statement may have the effect of permitting the Developer and the first purchaser from the Developer the right to rent their Strata Lot(s) until the Strata Lot(s) is conveyed by the first purchaser (see section 143 of the *Strata Property Act*), notwithstanding the introduction of rental restrictions.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The present legal description of "The Slopes" Development is:

PID No.: 005-857-643
Lot 3, Section 85, Metchosin District, Plan 6533

(the "Property")

4.2 Registered Owner

The registered owner of the Property is PARADISE HOMES LTD. (Inc. No. BC0621498)

4.3 Existing Encumbrances and Legal Notations

(a) **Legal Notations:**

- (i) This Title may be affected by a Permit under Part 14 of the *Local Government Act*, see CA7350958.

(ii) Hereto is annexed Easement FB83290 over Lot 7, Plan VIP83533 as shown on Plan VIP83534

(ii) Hereto is annexed Easement FB83292 over Lot 8, Plan VIP83533 as shown on Plan VIP83534

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

(i) CA6877577 - Covenant in favour of the City of Langford for a rezoning application for the development of the lands.

(ii) CA6877578 - Priority Agreement granting Covenant CA6877577 priority over Mortgage CA4840950 and Assignment of Rents CA4840951.

(iii) CA7696862 - Statutory Right of Way in favour of British Hydro and Power Authority

(iv) CA7696863 - Statutory Right of Way in favour of Telus Communications Inc.

(c) **Mortgages**

(i) CA4840950 and CA4840951 - Mortgage and Assignment of Rents registered in favour of Canadian Western Bank (being extensions of CA4361632 and CA4361633)

(ii) The Mortgage and Assignment of Rents will be discharged in its entirety at such time as a new construction mortgage is registered.

4.4 Proposed Encumbrances – Common Property

The Developer intends to register such other utility and access easements as are required or beneficial to provide service to the Development. Purchasers should ensure that their conveyancing solicitor or notary public obtain and review a detailed title search for their particular Strata Lot prior to registering a transfer of title.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding, anticipated or contingent litigation or liabilities regarding the Development, or as against the Developer, which could affect the Development.

The only outstanding liabilities in respect of the Development will be those incurred in the ordinary course of construction and they will be paid by the Developer from existing construction financing or from its own resources.

4.6 Environmental Matters

Based on a physical examination of the Parent Property, and after conferring with its engineers, environmental consultants and the City of Langford, the Developer is not aware of any dangers or requirements imposed by any authority with respect to flooding concerns or soil conditions.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

- (a) the estimated construction commencement date for the Development is January 2021.
- (b) the estimated completion date of construction for the Development is between January 2022 and March 2022. These dates are estimates only and may occur earlier or later than estimated.

5.2 Warranties

- (a) Limited Warranty - The Developer is a licensed builder (Builder Number 23577) under the *Homeowner Protection Act* of British Columbia, and Home Warranty coverage, as required under the *Homeowner Protection Act* (the "Warranty"), has been obtained for the Development through National Home Warranty. The purchaser of each Strata Lot will receive a warranty. The warranty will include two years on labour and materials, five years on the building envelope, including water penetration, and ten years on major structural components. The two-year labour and materials coverage is broken down as follows: 12 months on non-common property, 15 months on common property of the Strata buildings, and 24 months in material and labour related to the delivery and distribution systems (electrical, plumbing, heating, ventilation, etc.) for all buildings, all of which will be more particularly described in the Warranty documents, which will be provided to purchasers of Strata Lots;
- (b) Manufacturer's Warranty - Any manufacturer's warranties for appliances or equipment, whether located in the Strata Lots or the 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.

- (c) The Developer will assign to each purchaser and the Strata Corporation such further construction warranties (if any) as may be provided to the Developer to the extent as may be permitted by such warranties.

6. APPROVALS AND FINANCING

6.1 Development Approval and Building Permit

- (a) A Development Permit was issued by the City of Langford's Municipal Council on July 21st, 2020 under number DP16-0018.
- (b) The Developer has not yet obtained a building permit for the development. Accordingly, the Policy Statement 5 is required for pre-marketing sales. Policy Statement 5 is attached behind the face page of the Disclosure Statement.

6.2 Construction Financing

The Developer will be arranging construction financing. This financing will be secured by a Mortgage and Assignment of Rents filed in the Victoria Land Title Office charging the Property (the "Charges"). The Developer will obtain an agreement with the Lender that the Charges shall be released from each Strata Lot upon payment of a proportionate share of the net sale proceeds.

7. MISCELLANEOUS

7.1 Deposits

All monies received from purchasers shall be held by Re/Max Camosun #110 - 4400 Chatterton Way, Victoria, BC, pursuant to the requirements of the *Real Estate Development Marketing Act* until:

- (a) the Strata Plan is filed in the Victoria Land Title Office;
- (b) the Strata Lot purchased is capable of being occupied; and
- (c) an instrument evidencing the purchaser's interest in the Strata Lot has been registered in the Victoria Land Title Office.

7.2 Purchase Agreement

- (a) The Developer intends to use the standard form of Contract of Purchase and Sale created by the British Columbia Real Estate Association and Canadian Bar Association (B.C. Branch) with Addendums (the "Agreement"), a complete copy of which are annexed hereto as **Exhibit "H"**.

- (b) There is a provision in Section 2 of the Agreement which reads:

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

- (c) The Purchaser is entitled to receive the interest on the deposit if the deposit is invested. In the event a Buyer fails to pay a deposit, the Developer may, at the Developer's option, terminate the Contract.

- (d) There is a provision in Section 3 of the Agreement that states:

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

- (e) There is a provision in Section 12 of the Agreement that states:

"Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies."

- (f) There is a provision in the Agreement that reads:

"If the occupancy permit is not expected to be available prior to the agreed Completion Date, the Seller may change the Completion Date and Possession Date unilaterally by providing notice to the Buyer. The Seller may subsequently extend the Completion Date one or more times, provided however that in no case may the eventual amended Completion Date be later than 90 days following the original Completion Date. Notice of an initial extension must be given at least 30 days prior to the previously agreed Completion Date."

- (g) Without the developer's prior consent, any assignment of a purchase agreement is prohibited.
- (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) Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
 - (iii) 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.
- 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.
- (h) The Agreement provides that the contract may be terminated in the event of a breach of contract by either the Vendor or the Purchaser.

7.3 Developer's Commitments

The Developer does not propose to have any commitments that must be met after completion of the sale of a Strata Lot.

7.4 Other Material Facts

- (a) Strata Lot Size
The proposed Strata Plan is attached as **Exhibit "A"** to this Disclosure Statement.

(b) First Annual General Meeting

Under Section 16 of the *Strata Property Act*, the Developer must hold the first annual general meeting during the 6 week period that begins on the earlier of

- (i) the date on which 50% plus one of the Strata Lots have been conveyed to purchasers, and
- (ii) the date that is 9 months after the date of the first conveyance of a Strata Lot to a purchaser.

Section 17 of the *Strata Property Act* states:

If the owner developer does not hold the first annual general meeting as required by Section 16,

- (i) an owner may hold the first annual general meeting after giving notice in accordance with Section 45 to the persons referred to in Section 45 and to the owner developer, and
- (ii) the owner developer must pay to the Strata Corporation an amount calculated according to the regulations.

Under Sub-section 3.1(2) of the *Strata Property Act* Regulations, the Developer must pay to the Strata Corporation:

- (i) \$1,000 if the first annual general meeting is delayed for a period of up to 30 days after the date required under Section 16 of the Act, and
- (ii) \$1,000 for each additional delay of seven (7) days.

(c) Delivery of Certain Documents To The Strata Corporation

At the first annual general meeting, the Developer will place before the meeting and give the Strata Corporation copies of all of the following:

- (i) any document in the owner developer's possession that indicates the actual location of a pipe, wire, cable, chute, duct or other facility for the passage or provision of systems or services, if the owner developer has reason to believe that the pipe, wire, cable, chute, duct or other facility is not located as shown on a plan or plan amendment filed with the issuer of the building permit;
- (ii) all contracts entered into by or on behalf of the Strata Corporation;

- (iii) any disclosure statement required by Part 2 of the *Real Estate Act* or Section 139 of the *Strata Property Act*;
- (iv) the registered strata plan as obtained from the Land Title Office;
- (v) names and addresses of all contractors, subcontractors and persons who supplied labour or materials to the project, as required by the Regulations under the *Strata Property Act*;
- (vi) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information respecting the construction, installation operation, maintenance, repair and servicing of any Common Property or common assets, including any warranty information provided to the owner developer by a person referred to previously;
- (vii) all records required to be prepared or retained by the Strata Corporation under Section 35 of the *Strata Property Act*;
- (viii) any other records required by the Regulations under the *Strata Property Act*, and
- (ix) place an annual budget, prepared in accordance with section 21, before the meeting for approval.

(d) Wind up of Strata Corporation

In the event that the necessity arises to wind-up the Strata Corporation, each owner's share of the proceeds of distribution of the property and assets of the Strata Corporation is determined in accordance with the following formula:

Most recent assessed value of an owner's Strata Lot.

Most recent assessed value of all the Strata Lots in the Strata Plan, excluding any Strata Lots held by or on behalf of the Strata Corporation.

If there is no assessed value for the owner's Strata Lot or for any Strata Lot in the Strata Plan, an appraised value:

- (i) that has been determined by an independent appraiser; and
- (ii) that is approved by a resolution passed by a 3/4 vote at an annual or special general meeting.

(e) Caretaker's Residence

There will be no caretaker's or manager's residence.

(f) Strata Lot Taxes

Each Strata Lot owner shall be responsible for real property taxes (and the included sewer levy) for their own Strata Lot. Property taxes are levied by and payable to the City of Langford.

(g) Other Material Facts affecting Market Price

The Developer is not aware of any fact which will affect, or could reasonably affect, the market price, value or use of a Strata Lot or the Development.

8. SIGNATURES

8.1 Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under Section 22 of the Act.

8.2 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 November ____, 2020.

Dated: November ____, 2020.

PARADISE HOMES LTD. (the Developer)

per:

GARY BROWN

All Directors in their personal capacity:

GARY BROWN

RODNEY LECLAIRE

THE SLOPES

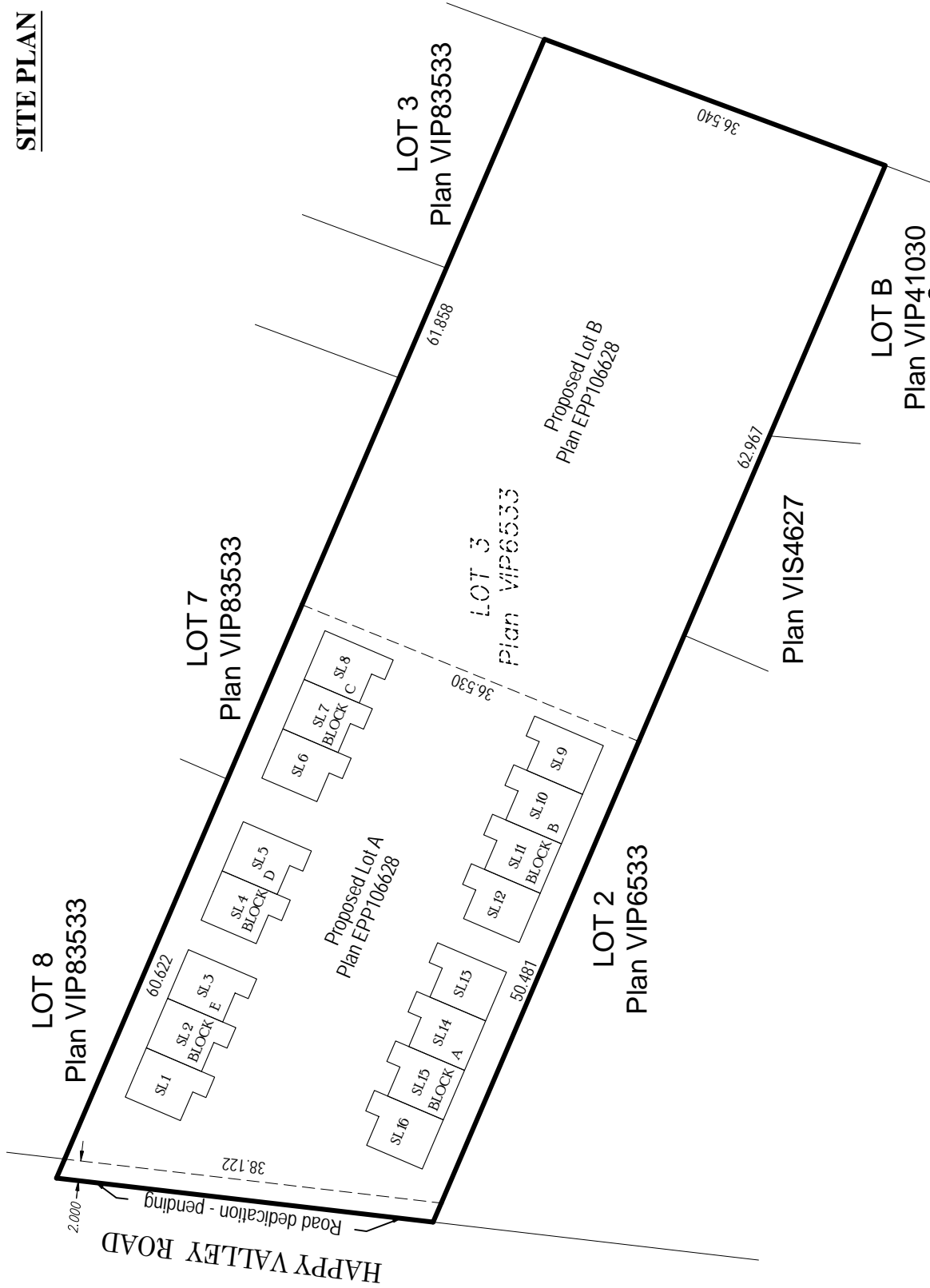
3429 Happy Valley Road, Victoria B.C.
A 16 Units Townhouses Development

Scale = N.T.S.
CIVIC ADDRESS:
3429 Happy Valley Road, VICTORIA, BC

PAGE 1 OF 4 PAGES

PLANS TO ACCOMPANY
DISCLOSURE STATEMENT

SITE PLAN



ALL STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by Java Designs, and are shown for Unit Entitlement purposes only. Final lot areas are based upon actual construction, and may vary.

LEGEND

- SL Strata Lot
- CP Common Property
- LCPnn Limited Common Property for the exclusive use of strata lots nn



THE SLOPES

3429 Happy Valley Road, Victoria B.C.
A 16 Units Townhouses Development

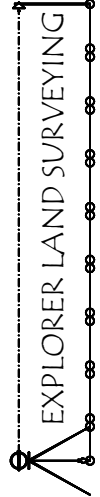
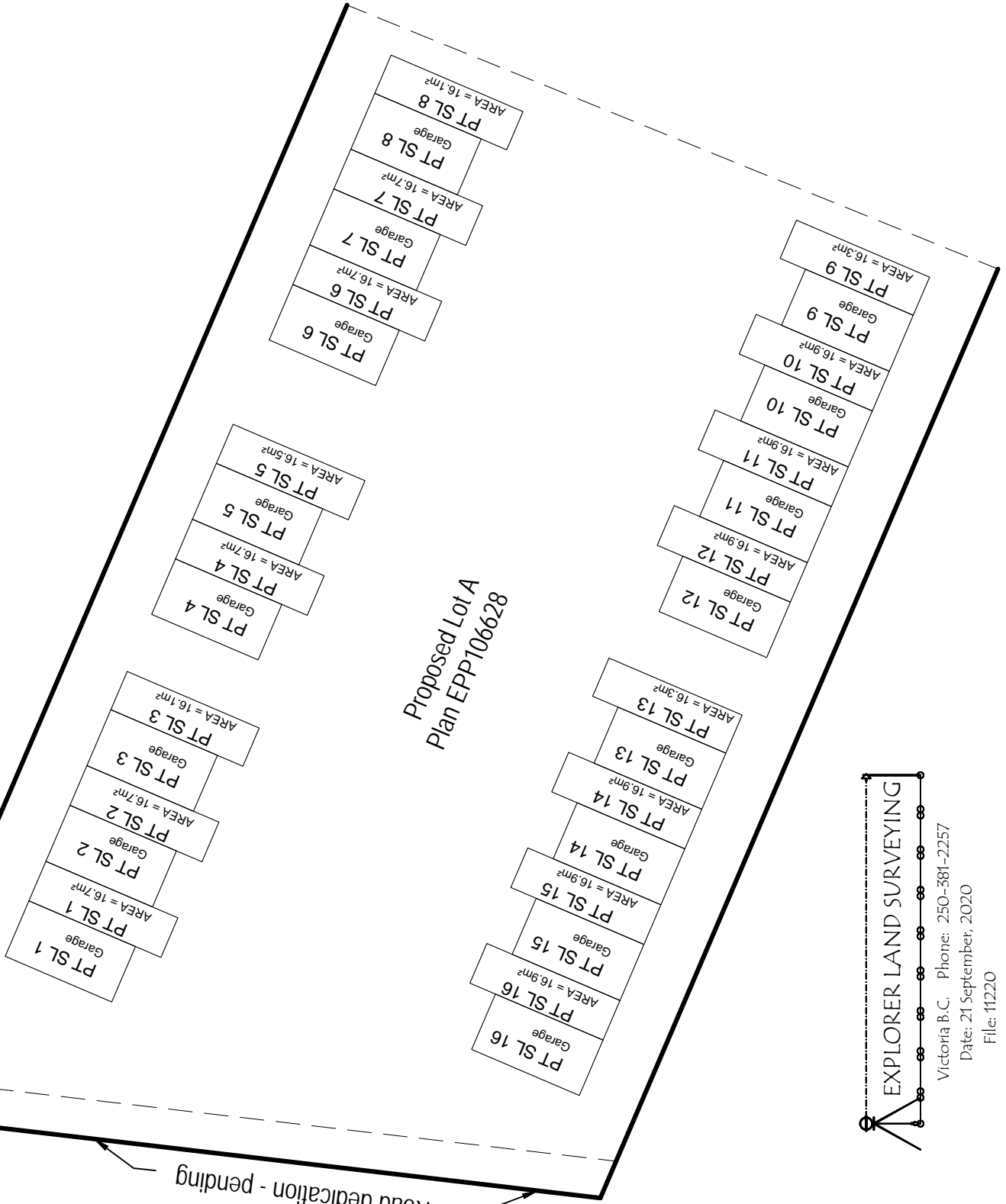
LOWER FLOOR

Happy Valley Road
Road dedication - pending



LEGEND

- SL Strata Lot
- CP Common Property Limited
- LCPnn Common Property for the exclusive use of strata lots nn
- Denotes Line of Floor Below



EXPLORER LAND SURVEYING

Victoria B.C. Phone: 250-381-2257
Date: 21 September, 2020
File: 11220

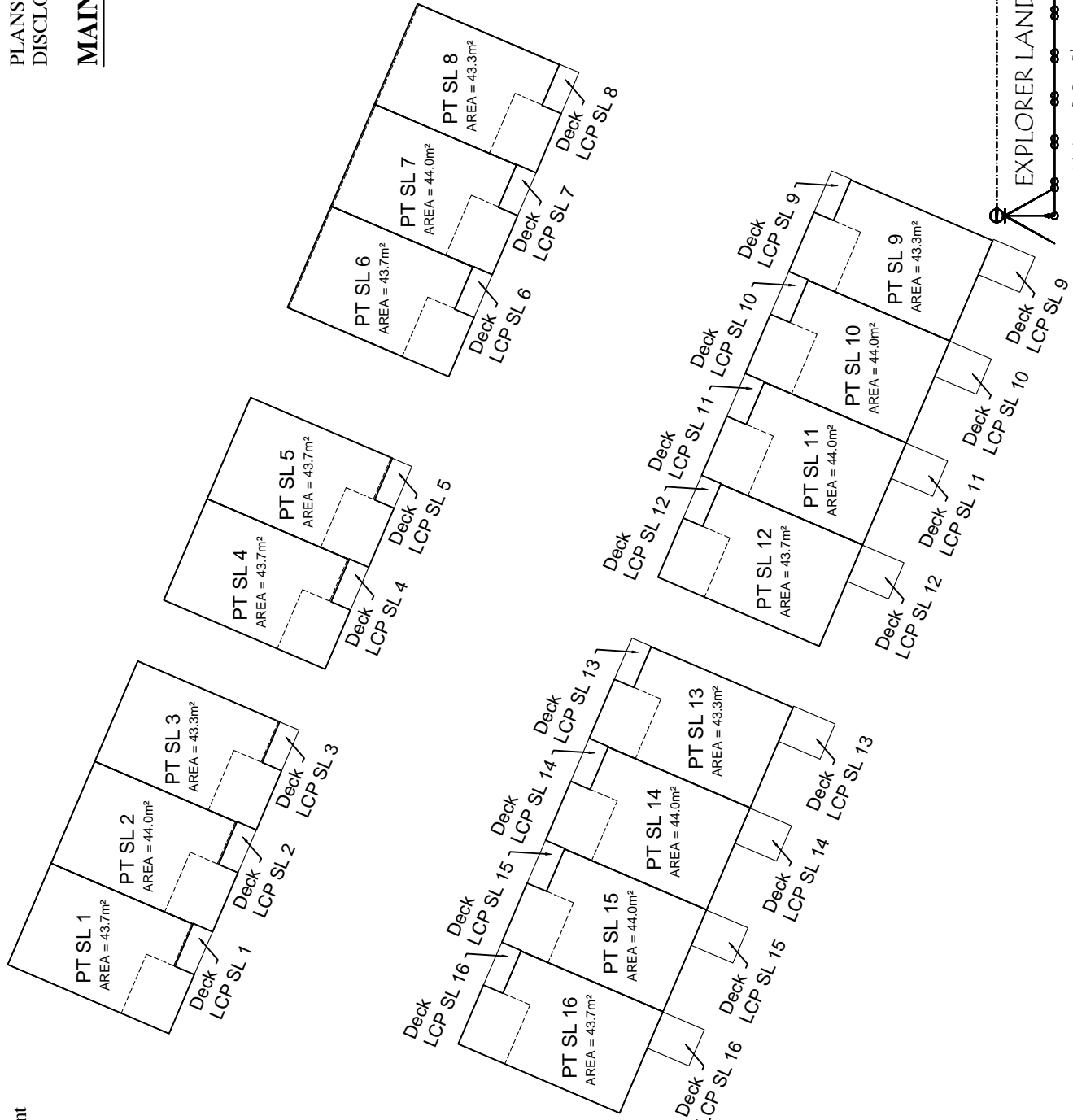
ALL STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by Java Designs, and are shown for Unit Entitlement purposes only. Final lot areas are based upon actual construction, and may vary.

THE SLOPES

3429 Happy Valley Road, Victoria B.C.
A 16 Units Townhouses Development

MAIN FLOOR

Happy Valley Road



LEGEND

- SL Strata Lot
- CP Common Property
- LCPnn Common Property for the exclusive use of strata lots nn
- Denotes Line of Floor Below

ALL STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by Java Designs, and are shown for Unit Entitlement purposes only. Final lot areas are based upon actual construction, and may vary.

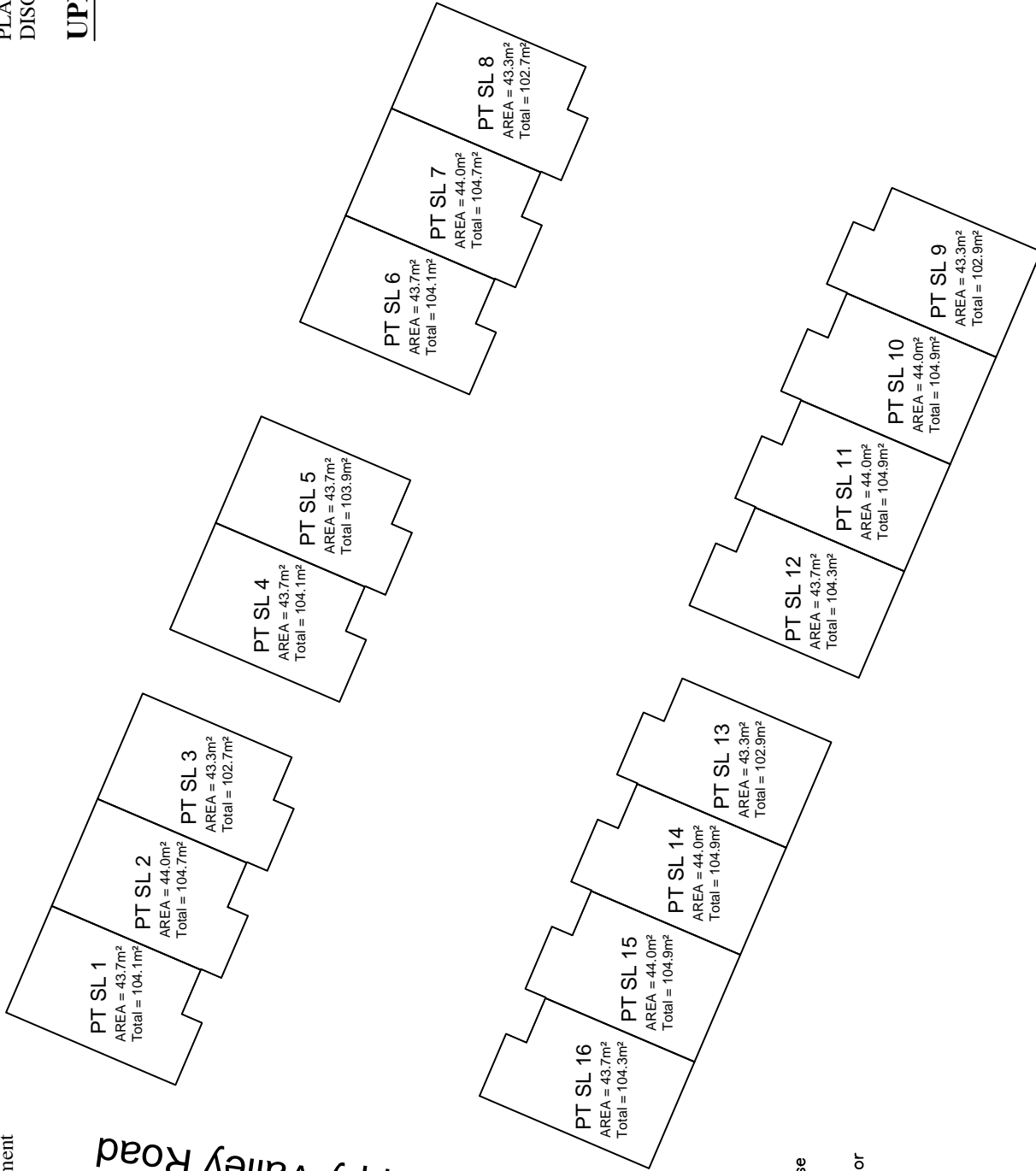
EXPLORER LAND SURVEYING
Victoria B.C. Phone: 250-381-2257
Date: 21 September, 2020
File: 11220

THE SLOPES

3429 Happy Valley Road, Victoria B.C.
A 16 Units Townhouses Development

UPPER FLOOR

Happy Valley Road



LEGEND

- SL Strata Lot
- CP Common Property Limited
- LCPnn Common Property for the exclusive use of strata lots nn

----- Denotes Line of Floor Below

ALL STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by Java Designs, and are shown for Unit Entitlement purposes only. Final lot areas are based upon actual construction, and may vary.



EXPLORER LAND SURVEYING

Victoria B.C. Phone: 250-381-2257

Date: 21 September, 2020

File: 11220

EXHIBIT "B"

Strata Property Act
FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

A Strata Plan of

PID : 005-857-643 (Subdivision pending)
~~Lot 3, Section 85, Metchosin District, Plan 6533~~

STRATA PLAN CONSISTING OF RESIDENTIAL ONLY STRATA LOTS

DRAFT FOR DISCLOSURE PURPOSES

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

- o (a) the habitable area of the lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, Kenneth Ka Chung, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: [month/day/year].

DRAFT FOR DISCLOSURE PURPOSES

.....
Signature

Strata Lot No:	Sheet No.	Total Area In m2	Unit Entitlement	%* of Total Unit Entitlement of Residential Strata Lots **
1	2,3,4	104.1	104	6.2
2	2,3,4	104.7	105	6.3
3	2,3,4	102.7	103	6.2
4	2,3,4	104.1	104	6.2
5	2,3,4	103.9	104	6.2
6	2,3,4	104.1	104	6.2
7	2,3,4	104.7	105	6.3
8	2,3,4	102.7	103	6.2
9	2,3,4	102.9	103	6.2
10	2,3,4	104.9	105	6.3
11	2,3,4	104.9	105	6.3
12	2,3,4	104.3	104	6.2
13	2,3,4	102.9	103	6.2
14	2,3,4	104.9	105	6.3
15	2,3,4	104.9	105	6.3
16	2,3,4	104.3	104	6.2
Total number of Residential strata lots: 16			Total unit entitlement of Residential strata lots: 1666	Total % of unit entitlement of Residential strata lots: 99.8%

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

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

EXHIBIT "C"

Strata Property Act
FORM W
SCHEDULE OF VOTING RIGHTS

(Sections 245 (b), 247, 248, 264)

Re: Strata Plan EPS _____,

Being a strata plan of

PID: 005-857-643 (Subdivision pending)

~~Lot 3, Section 85, Metehosin District, Plan 6533~~

DRAFT FOR DISCLOSURE PURPOSES

The strata plan is composed of 16 residential strata lots.

The number of votes per strata lot is one of the following, as set out in the following table.

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

Date: [month/day/year].

.....
Signature of Owner Developer

Strata Lot No:	Type of Strata Lot (Residential or Non Residential)	Sheet No.	Number of Votes
1	Residential	2,3,4	1
2	Residential	2,3,4	1
3	Residential	2,3,4	1
4	Residential	2,3,4	1
5	Residential	2,3,4	1
6	Residential	2,3,4	1
7	Residential	2,3,4	1
8	Residential	2,3,4	1
9	Residential	2,3,4	1
10	Residential	2,3,4	1
11	Residential	2,3,4	1
12	Residential	2,3,4	1
13	Residential	2,3,4	1
14	Residential	2,3,4	1
15	Residential	2,3,4	1
16	Residential	2,3,4	1
Total Number of Strata Lots: 16			Total Number of Votes: 16

Date: [month/day/year].

.....
Signature of Owner Developer

DRAFT FOR DISCLOSURE PURPOSES

EXHIBIT "D"

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

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

Re: Strata Plan EPS7275 being a strata plan of

[parcel identifier] [legal description of strata lot]

NO PID NUMBER Lot A, Section 85, Metchosin District, Plan EPP106628

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

[SEE ATTACHED]

Date: *[month, day, year]*.

PARADISE HOMES LTD.

per:

Signature of Owner Developer

GARY BROWN

STRATA BYLAWS

Strata Plan EPS7275

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

1. Payment of strata fees

- (1) Owners must pay strata fees on or before the first day of the month to which the strata fees relate, and must provide the strata council or the Property Manager with 12 post-dated cheques or authorize electronic funds transfer.
- (2) Any owner in arrears of seven (7) days shall be subject to an additional fine of THIRTY-FIVE Dollars (\$35.00) for each occurrence. Damage invoices outstanding over 30 days will be assessed an additional late payment penalty of \$100.00 (on hundred dollars) for each additional 30 days (or part thereof) that they remain unpaid. A charge of up to \$50.00 may be made against an owner for any N.S.F. cheque issued by that owner.
- (3) The strata corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly assessments, special levies and user fees. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the strata Property Act.
- (4) Funds received from an owner which the owner does not explicitly designate as a payment of strata fees, may be applied to existing amounts owed in the following order:
 - (a) Firstly, against fines, NSF fees and the costs of remedying a contravention;
 - (b) Secondly, against money owed to the strata corporation or Section with respect to an owner's liability for payment of the strata corporation's deductible or other un-insured loss for which the owner is responsible for;
 - (c) Thirdly against user fees;
 - (d) Fourthly, against interest on arrears;
 - (e) Fifthly against amounts owing on an unpaid special levy;
 - (f) Sixthly, against amounts owing on unpaid strata fees; and
 - (g) Lastly, against current strata fees.

2. Repair and maintenance of property by owner

- (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.

3. Use of property

- (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.
 - (f) No more than two vehicles are allowed per strata lot.
- (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) Use any cooking devices or barbecues on patios, balconies or common property except those fueled by propane, electricity or natural gas.
- (4) An owner, tenant, occupant or visitor must not;
- (a) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other resident;
 - (b) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (c) leave on the common property or any limited common property, any shopping cart, or any other item designated from time to time by the council;
 - (d) feed seagulls or other birds, with the exception of humming birds, from the windows or balcony of a strata lot, or on common property;
 - (e) allow their strata lot to become unsanitary, a source of odors, or pests;
 - (f) install any window coverings, visible from the exterior of the strata lot, which are different in size or color from the original building specifications;
 - (g) Hang or display any laundry, washing, clothing, beddings or other articles from windows or other parts of a strata lot so that they are visible from the outside of the building
 - (h) use or install in or about a strata lot any shades, awnings, windows or balcony guards, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council; and
 - (i) Fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto.

4. Noise

- (1) An owner, tenant, occupant or visitor must not;
- (a) Use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00pm and 8:00am, or that encourages loitering by persons in or about the strata lot or common property;
 - (b) use an musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other resident;

5. Inform strata corporation

-
- (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.
6. Obtain approval before altering a strata lot
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on common property;
 - (e) mechanical, electrical or plumbing systems;
 - (f) fences, railings or similar structures that enclose a patio or balcony or yard, common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under s. 149 of the *Strata Property Act*;
 - (i) all or a portion of flooring in a strata lot located above the ground floor;
 - (j) significant betterments to the strata lot including, but not limited to, the construction or removal of interior walls;
 - (k) common property, including limited common property; and,
 - (l) common assets.

an owner must first:

- (a) obtain the written consent of the strata council authorizing the alteration;
 - (b) obtain owner approval at a general meeting to alter a strata lot's boundaries or make significant changes to the use or appearance of the common property, pursuant to sections 70(4) and 71 of the Act, if applicable,
 - (c) satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the strata council.
- (2) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The strata corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that strata lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

Application Procedure

- (3) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
 - (a) details of the proposed Alteration;

-
- (b) Detail plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - (c) name of proposed qualified/licensed contractor(s) who will perform the work;
 - (d) any other documents or information which the strata council may reasonably require in order to grant permission.
- (4) Upon receipt of an application for an alteration, the strata council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information,
 - (b) approve the Application or Amended Application; or
 - (c) reject the Application or Amended Application.

Conditions for Approval

- (5) The strata council may retain, in its discretion, professional or other consultants to advise and assist the strata council in reviewing the design and specifications of any proposed alterations. Any costs incurred by the strata council as a result of retaining such advisors or consultants shall be assessed against the owner requesting such alterations and become due and payable on the first month following the assessment.
- (6) The strata council may impose any one or more of the following conditions on a strata lot owner approved for the alteration:
- (a) assume responsibility for any expenses related to the alteration;
 - (b) perform the work or cause the work to be performed at the owner's sole cost;
 - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (d) produce a copy of a valid building permit to the strata council prior to the commencement of the work, if required by the municipality;
 - (e) employ qualified and licensed contractors or subcontractors to perform the work;
 - (f) employ at the owner's sole cost a qualified building envelope professional, if required in the sole discretion of the strata council, to prepare specifications and provide inspection services for the work;
 - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the strata council, failing which the strata corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
 - (h) observe any repair and maintenance schedule or policy imposed by the strata corporation from time to time for the work;
 - (i) indemnify the strata corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
 - (j) assume all responsibility for the repair, maintenance or replacement of the Alteration;
 - (k) obtain appropriate insurance for the Alteration and provide the strata corporation with evidence of coverage upon request;

- (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the strata council;
- (m) execute an Alteration and Indemnity Agreement in a form satisfactory to the strata corporation;
- (n) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
- (o) provide the strata corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the *Strata Property Act*; and,
- (p) any other conditions reasonably required in the opinion of the strata council given the nature of the proposed Alteration.

7. Obtain approval before altering common property

- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) Residents will not add to or alter any of the trees, plants, bushes, flowers, lawns or landscaping features without prior written consent of the strata corporation, and will not cause damage to any such trees, plants, bushes, flowers, lawns or landscaping features.

Alterations Installed without Permission

- (4) If an Alteration has been installed or constructed without the prior written permission of the strata council ("Unauthorized Alteration"), then the owner of that strata lot may apply to the strata corporation for permission to retain the Unauthorized Alteration.
- (5) The strata council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The strata corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (6) If the strata council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (7) The strata council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (b) of the *Strata Property Act* against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the strata corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

8. Permit entry to strata lot

- (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

9. Repair and maintenance of property by strata corporation

- (1) 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.
 - (vi) any portion of a sprinkler system servicing the development that may be located in a strata lot.

Division 3 — Council**10. Council size**

- (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.

11. Council members' terms

- (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.]

12. Removing council member

- (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.

13. Replacing council member

- (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.

14. Officers

- (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.

15. Calling council meetings

- (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.

16. Quorum of council

- (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.

17. Council meetings

- (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.

18. Voting at council meetings

- (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.

19. Council to inform owners of minutes

- (1) 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.

20. Delegation of council's powers and duties

- (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.

21. Spending restrictions

- (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.

22. Limitation on liability of council member

- (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

23 Bylaws and Enforcement Options

- (1) Owners, occupants, tenants and visitors are required to comply with the Bylaws as amended from time to time.
- (2) The Strata Corporation may, after complying with the provisions of section 135 of the *Strata Property Act*:
 - (a) fine an owner a maximum of:
 - (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Council, for each contravention of a bylaw; and
 - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the Council, for each contravention of a rule.
 - (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (i) entering into and doing work on or to a strata lot, the common property or common assets, and,
 - (ii) removing objects from the common property or common assets.
 - (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130;
 - (d) if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, impose a fine for such breach every seven (7) days;
- (3) The Strata Corporation may:

- (a) commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote;
- (b) commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings; and
- (c) make a request under section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

24. Full Indemnity For Enforcement Costs

- (1) Should the Strata Corporation:
 - (a) seek legal advice, use a lawyer to send demand letters, or undertake any legal action or arbitration with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all of the Strata Corporation's legal costs incurred on a solicitor and own client basis; or
 - (b) undertake work to remove an item or items from the common property, or undertake work on the common property or a strata lot to remedy a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all the reasonable costs of remedying the contravention.
- (2) Subject to the discretion of the council, any legal costs or expenses so incurred by the Strata Corporation arising out of an owner's breach of the bylaws or the *Strata Property Act* may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.

Division 5 — Annual and Special General Meetings

25. Quorum Bylaw

- (1) Business must not be conducted at an Annual or Special General Meeting of the Strata Corporation unless a quorum is present.
- (2) A quorum for an Annual or Special general meeting of the Strata Corporation is 1/3 of the eligible voters of the Strata Corporation, present in person or by proxy.

- (3) If within 15 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, and in any other case, the meeting stands adjourned to 30 minutes from the time appointed for the meeting, and if at the end of that time a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum unit the meeting is terminated.

26. Person to chair meeting

- (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.

27. Participation by other than eligible voters

- (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.

28. Voting

- (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.

29. Order of business

- (1) 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

30. Voluntary dispute resolution

- (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

31. Display lot

- (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.

Division 8 -- Insurance and Other Perils

32. Insurance and Risk Allocation

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - (a) earthquake insurance; and,
 - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (5) An Owner, tenant, occupant or visitor must not:
 - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - (b) 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.
- (6) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
 - (a) that owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner; or,
 - (ii) any member of the owner's family; or,
 - (iii) the owner's pet(s); or,
 - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,
 - (v) but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
 - (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's strata lot including, but not limited to the following:
 - (i) dishwasher;

- (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garborator ;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) toilet, sink, bathtub and/or shower;
 - (vii) air conditioner;
 - (viii) fish tank;
 - (ix) fireplace;
 - (x) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot; or,
 - (xi) any other similar type of appliance, equipment or fixture.
- (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
- (c) any damage to property that an owner is required to repair or maintain.
- (9) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) An owner shall obtain and maintain an insurance policy to cover:
- (a) the losses described in section 161 of the Act;
 - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
 - (c) any Alteration;
 - (d) any betterments or changes to the buildings or fixtures built by the developer; and
 - (e) losses from water escape and rupture.
- (12) Owners must provide proof of their insurance policy to the Council within 7 days of receipt of a written request from the Council.

Division 9 - Miscellaneous

33. Pets

- (1) An owner, tenant, occupant or visitor must not keep any pets, or animals on a strata lot or the common property other than the following:

- (a) a reasonable number of fish or other small aquarium animals in an aquarium of less than 100 litres, excluding snakes;
 - (b) up to 2 small caged mammals such as hamsters or guinea pigs;
 - (c) One (1) domestic house cat; and
 - (d) One (1) dog.
- (2) An owner, tenant, occupant or visitor must ensure that all animals are leashed and otherwise properly secured and accompanied by the owner, tenant, occupant or visitor when on the common property or on land that is a common asset.
- (3) An owner, tenant, occupant or visitor must accompany his or her pet when on the common property or on land that is a common asset, and must immediately remove any excrement deposited by the pet on the common property.
- (4) Responsibility for damages caused by pets to the common property or common assets and for injuries caused to any person are the responsibility of the relevant owner, tenant, occupant or visitor, in accordance with these bylaws and any applicable law.
- (5) Should the Strata Council receive complaints about a pet (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance, then the Strata Council may fine the owner, require the owner to repair any damage cause by the pet, or require said owner, occupant or tenant to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice.
- (7) Any prohibition or limit on the keeping of dogs under bylaw 3.1(1) above will not apply to dogs certified under the *Guide Dog and Service Dog Act*.

For the purposes of bylaw 3.1(5) a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating unreasonable noise in the form of prolonged barking or howling, or repeatedly causing damage to the Common property or Limited common property. For the purposes of these bylaws, prolonged barking or howling is defined as barking or howling for more than 5 minutes in an hour.

34. Prohibition against use of strata lot as a short-term rental.

- (1) For the purposes of this bylaw “short-term rental” means:
- (a) the use of all or a part of a strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
 - (b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than one month, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than month; but
 - (c) does not include the accommodation of visitors without receipt of remuneration.
- (2) Owners, occupants and tenants may not:
- (a) rent, lease, or provide a license of occupancy to all or any part of their strata lot for use as a short term rental; or
 - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as a short term rental.

- (3) Notwithstanding bylaw 26(1), where an owner, occupant or tenant subsection (2)(a) the Council may fine the owner of the strata lot up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the strata lot is used as a short-term rental.
- (4) Notwithstanding bylaw 26(1), where an owner, occupant or tenant subsection (2)(b) the Council may fine the owner of the strata lot up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short term rental.

35. Signage

- (1) An owner, tenant or occupant of a residential strata lot shall not:
 - (a) erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a strata lot or of the common property, except a temporary notice to sell the strata lot of a size, style and location approved by the strata council;
 - (b) erect or display signs, fences, gates, billboards, placards, advertising, or notices of any kind on the door and windows of a strata lot or on common property, common facilities or other assets of the strata corporation; and,
 - (c) place or adhere a lock box on the common property or the strata lot without the prior written permission of the strata council.

36. Garbage and recycling

- (1) Owners, occupants and tenants must not drop, throw, sweep goods, or otherwise dispose of garbage, paper, sweepings or other refuse out of the windows, doors, patios and balconies of the strata lots or building, nor shall residents shake mops, dusters, tablecloths, rugs or similar articles from the windows or balcony of a strata lot or common property.
- (2) Owners, occupants and tenants must store Garbage containers under the front porch at all times.
- (3) Owners, occupants and tenants must place their bins out for pick no more than 24 hours before the assigned day and store the bins back in the garage with in 24 hours of pick up.
- (4) Any materials other than ordinary household refuse and garbage must be removed from the property by or at the expense of the individual owner.

37. Parking and Storage

- (1) An owner, tenant, occupant and their visitors shall not park, leave or store the following on the common property:
 - (a) An uninsured, or unlicensed vehicle, including cars, trucks and motorcycles without the prior written approval of the strata council, which approval may be granted subject to conditions which conditions may include the provision of written proof of storage insurance to the strata council. Any vehicle that is not licensed, must display proof of insurance on the left hand side passenger or driver's window;
 - (b) a derelict or unserviceable motor vehicle;
 - (c) a motorhome, recreational vehicle, trailer, trucks larger than a 1-ton pickup truck campers, boats or a similar type of vehicle without the prior

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- written approval of the strata council which approval may be granted subject to conditions;
- (d) a commercial vehicle including a transport, logging truck, vans, dump truck, bus or other similar vehicle without the prior written approval of the strata council, which approval may be granted subject to conditions;
 - (e) vehicles that are leaking oil or other fluids; and,
- (2) An owner, tenant, occupant and their visitors shall not:
- (a) conduct significant: repairs, modifications, adjustments, maintenance or servicing to a motor vehicle on common property;
 - (b) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or impede the ability of owners to access or egress the complex, their vehicles or their parking stalls;
 - (c) park any vehicle in a manner which will reduce the width of any roadway on the common property;
 - (d) exceed the speed limit of ten (10) kilometres per hour on the common property; and
 - (e) No honking or other noise which is a nuisance will be made by an vehicle on the common property; or
 - (f) park a visitor's vehicle in the visitors' parking space for more than one (1) day without the express written consent of the strata council.
- (3) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

EXHIBIT "E"

THE OWNERS STRATA PLAN EPS7275	
INTERIM BUDGET - The Slopes	
	Proposed Budget 2021
INCOME	
4100	Strata Assessments \$48,170.00
4135	NSF Charge \$0.00
4900	Interest - Contingency \$0.00
4940	Interest - Operating \$0.00
TOTAL \$48,170.00	
EXPENSE	
5300	Garbage/Recycling \$3,650.00
5550	Hydro \$750.00
5900	Water/Sewer \$5,000.00
6005	Administration \$275.00
6550	Fire & Safety R/M \$500.00
6700	General R/M \$500.00
6750	GST - Management Fee \$355.00
6820	Insurance \$10,000.00
7050	Landscaping Contract \$7,560.00
7060	Landscaping Irrigation \$500.00
7600	Snow Removal \$500.00
7750	Window Cleaning \$3,000.00
8030	Bank Chrg - Oper \$200.00
8250	Management Fee \$7,100.00
9100	Legal/Accounting \$500.00
9750	Interest to Contingency \$0.00
9800	Trs Funds to Contingency \$7,780.00
TOTAL EXPENSE \$48,170.00	
PROFIT/(LOSS) \$0.00	

EXHIBIT "F"

MONTHLY ASSESSMENT EPS7275 Interim Budget
--

Annual Amount Contingency	Annual Amount Operating	Total Annual Assessments
\$5,485.00	\$42,685.00	\$48,170.00

SL LOT	UNIT	ENTITLEMENT	CONTINGENCY PORTION	OPERATING PORTION	MONTHLY ASSESSMENT
1	1	1	\$31.37	\$218.63	\$250.00
2	2	1	\$31.37	\$218.63	\$250.00
3	3	1	\$31.37	\$218.63	\$250.00
4	4	1	\$31.37	\$218.63	\$250.00
5	5	1	\$31.37	\$218.63	\$250.00
6	6	1	\$31.37	\$218.63	\$250.00
7	7	1	\$31.37	\$218.63	\$250.00
8	8	1	\$31.37	\$218.63	\$250.00
9	9	1	\$31.37	\$218.63	\$250.00
10	10	1	\$31.37	\$218.63	\$250.00
11	11	1	\$31.37	\$218.63	\$250.00
12	12	1	\$31.37	\$218.63	\$250.00
13	13	1	\$31.37	\$218.63	\$250.00
14	14	1	\$31.37	\$218.63	\$250.00
15	15	1	\$31.37	\$218.63	\$250.00
16	16	1	\$31.37	\$218.63	\$250.00
TOTALS		16	\$501.88	\$3,498.14	\$4,000.01

Form J

RENTAL DISCLOSURE STATEMENT*Strata Property Act*

(Section 139)

Re: NO PID NUMBER
 Lot A, Section 85, Metchosin District, Plan EPP106628

This Rental Disclosure Statement is:

- the first Rental Disclosure Statement filed in relation to the above-noted Strata Plan;
- a changed Rental Disclosure Statement filed under section 139 (4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted Strata Plan was filed on (dd/mm/yy), and

- The Development will be comprised of sixteen (16) strata lots.
- The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

[describe all strata lots rented out by owner developer as of the date of this statement]

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
Nil	N/A

- In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further sixteen (16) residential strata lots, as described below, until the date set out opposite each strata lot's description.

[describe all strata lots intended to be rented out by owner developer]

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
proposed strata lots 1-16 (inclusive)	December 30 th , 2027

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

- There is no bylaw of the Strata Corporation that restricts the rental of strata lots.

Date: November ____, 2020.

PARADISE HOMES LTD. (Developer)
 per:

GARY BROWN

SCHEDULE "H"



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Camosun DATE: _____
 ADDRESS: 4440 Chatterton Way Victoria BC PC: V8X5J2 PHONE: (250) 744-3301
 PREPARED BY: Gary Brown MLS® NO: _____

SELLER: <u>Paradise Homes Ltd</u>	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: <u>924 Jenkins Avenue</u>	ADDRESS: _____
_____	_____
<u>Victoria, BC</u> PC: <u>V9B 2N7</u>	PC: _____
PHONE: <u>(778) 433-7027</u>	PHONE: _____
	OCCUPATION: _____

PROPERTY:

3429 Happy Valley Road
 UNIT NO. ADDRESS OF PROPERTY
Victoria BC V9C 2X9
 CITY/TOWN/MUNICIPALITY POSTAL CODE
Pending Registration

PID OTHER PID(S)
Strata Plan EPS7275 Strata Lot ___ of proposed subdivision of Plan 6533, Lot 3, Section 85, Metchosin District

LEGAL DESCRIPTION

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

- PURCHASE PRICE:** The purchase price of the Property will be _____
 _____ DOLLARS \$ _____ (Purchase Price)
- DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

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

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INITIALS

PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions: Please see attached Addenda. Buyer is aware Gary Brown is part owner of Paradise Homes Ltd. Buyer has signed a Disclosure of Interest in Trade prior to entering into this agreement.

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

4. COMPLETION: The sale will be completed on _____, yr. _____ (Completion Date) at the appropriate Land Title Office.

5. POSSESSION: The Buyer will have vacant possession of the Property at _____ m. on _____, yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any: _____

6. ADJUSTMENTS: The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (Adjustment Date).

7. INCLUDED ITEMS: The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING: All appliances and window coverings,

BUT EXCLUDING: _____

8. VIEWED: The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____ yr. _____

9. TITLE: Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. TENDER: Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. DOCUMENTS: All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. SELLER'S PARTICULARS AND RESIDENCY: The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the Income Tax Act, confirmation that the Seller is not then, and on the

Four empty rectangular boxes for initials.

INITIALS

Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax (“GST”), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller’s option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller’s other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee’s conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer’s or Notary’s undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the “CBA Standard Undertakings”).
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer’s Lawyer or Notary to the Seller’s Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party’s heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the “Licensee(s)”) described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein:
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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INITIALS

PROPERTY ADDRESS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled 'Privacy Notice and Consent.'

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

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

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

INITIALS	

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with

Gary Brown (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to RE/MAX Camosun (Brokerage).

INITIALS	

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with

_____ (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to _____ (Brokerage).

INITIALS	

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with

_____ (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to _____ (Brokerage),

having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated _____.

INITIALS	

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

INITIALS	

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

INITIALS			

PROPERTY ADDRESS

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

- A. fulfill or waive the terms and conditions herein contained; and/or
B. exercise any option(s) herein contained.

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

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

X _____ BUYER PRINT NAME
WITNESS

X _____ BUYER PRINT NAME
WITNESS

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

Yes [] [] INITIALS No [] [] INITIALS

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

Seller's acceptance is dated _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA [] [] INITIALS NON-RESIDENT OF CANADA [] [] INITIALS as defined under the Income Tax Act.

X _____ SELLER PRINT NAME
WITNESS Paradise Homes Ltd.

X _____ SELLER PRINT NAME
WITNESS

*PREC represents Personal Real Estate Corporation

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



CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: _____

DATE: _____

PAGE 6 of 10 PAGES

RE: ADDRESS 3429 Happy Valley Road Victoria BC V9C 2X9

Strata Plan EPS7275 Strata Lot ____ of proposed subdivision of Plan 6533, Lot 3, Section 85, Metchosin District

LEGAL DESCRIPTION

Pending Registration

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN AS BUYER, AND

Paradise Homes Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. DISCLOSURE STATEMENT

- a) The Buyer acknowledges receipt of the disclosure statement for The Slopes, dated _____, and also acknowledges having an opportunity to read said Disclosure statement.
b) By this agreement the Buyer consents to receiving disclosure statements and amendments to the Disclosure statements by electronic means

2. GOODS AND SERVICES TAXES

- a) The purchase price includes net GST.
b) The Buyer warrants that the Buyer is eligible for the GST rebate and will assign such rebate to the Seller.
c) If the Buyer does not qualify for the New Housing Rebate, or if the Buyer does not execute the documents for the rebate, or if the buyer does not assign its rebate to the Seller prior to or on the Completion Date, the amount of rebate to which the Buyer would otherwise be entitled to will be added to and form part of the purchase price.
d) If the Canada Revenue Agency disallows all or any part of the rebate claimed, the Buyer will immediately, upon receiving a written demand from the Seller, reimburse such disallowed amount to the Seller together with any interest and penalties that the Seller is required to pay under the the Excise Tax Act as a result of such disallowance.

3. WARRANTY

The Seller represents and warrants that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place.

4. DEPOSITS

All deposits are to be held in a trust account until completion of this transaction or earlier termination of this Contract, by a licensed real estate office involved in the transaction, or the Seller's solicitors.

WITNESS

X BUYER



PRINT NAME

WITNESS

X BUYER



PRINT NAME

WITNESS

X SELLER



Paradise Homes Ltd. PRINT NAME

WITNESS

X SELLER



PRINT NAME

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CONTRACT OF PURCHASE AND SALE ADDENDUM



MLS® NO.: _____

DATE: _____

PAGE 7 of 10 PAGES

RE: ADDRESS 3429 Happy Valley Road Victoria BC V9C 2X9

Strata Plan EPS7275 Strata Lot ____ of proposed subdivision of Plan 6533, Lot 3, Section 85, Metchosin District

LEGAL DESCRIPTION

Pending Registration

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN AS BUYER, AND

Paradise Homes Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

5. COMPLETION AND INSPECTION

- a) The Buyer is aware that site visits must only occur with the permission of the developer and during appointments which have been scheduled in advance with the Listing Realtor.
- b) The Seller will construct and complete the building in a good and workmanlike manner, in accordance with the building permit issued by the city of Langford, and as outlined in the Disclosure Statement with such minor changes as may be advisable and that may be required by the City of Langford, or other authorities.
- c) The Buyer and a representative of the Seller must inspect the Property at a reasonable time designated by the Seller prior to the Completion Date. At the conclusion of the inspection, a conclusive list of any defects or deficiencies must be prepared. The parties must sign the list and the Buyer shall be deemed to have accepted the physical condition of the Property subject only to the listed corrections.
- d) The Seller will promptly remedy the listed items, in a good and workmanlike manner.
- e) The Buyer agrees there will be no hold back from purchase funds in respect of defects or deficiencies.

6. MODIFICATIONS

- a) The Seller may, without notice or compensation, make minor construction modifications that in the sole opinion of the Seller that are desirable and reasonable, or that may be required by the City of Langford, or other authorities. In the event of any finishing materials agreed to that are no longer available or desirable, the Buyer agrees to substitutions provided the alternative materials are of the same or better quality as those agreed to.
- b) The Buyer acknowledges and agrees the actual dimensions of the home to be constructed are based on proposed plans and that minor variations may occur in the as built drawings

WITNESS

X _____
BUYER



PRINT NAME

WITNESS

X _____
BUYER



PRINT NAME

WITNESS

X _____
SELLER



Paradise Homes Ltd.
PRINT NAME

WITNESS

X _____
SELLER



PRINT NAME

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CONTRACT OF PURCHASE AND SALE ADDENDUM



MLS® NO.: _____

DATE: _____

PAGE 8 of 10 PAGES

RE: ADDRESS 3429 Happy Valley Road Victoria BC V9C 2X9

Strata Plan EPS7275 Strata Lot ____ of proposed subdivision of Plan 6533, Lot 3, Section 85, Metchosin District

LEGAL DESCRIPTION

Pending Registration

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN AS BUYER, AND

Paradise Homes Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

7. OCCUPANCY PERMIT

- a) The Seller will complete all work for which a building permit will be issued and will provide the Buyer with an unconditional occupancy permit prior to the completion date, which shall be deemed substantial completion.
- b) If the occupancy permit is to be or is obtained earlier than the Completion Date, the Seller may advance the closing to a date on which the parties mutually agree.
- c) If the occupancy permit is not expected to be available prior to the agreed Completion Date, the Seller may change the Completion Date and Possession Date unilaterally by providing notice to the Buyer. The Seller may subsequently extend the Completion Date one or more times, provided however that in no case may the eventual amended Completion Date be later than 120 days following the original Completion Date. Notice of an initial extension must be given at least 30 days prior to the previously agreed Completion Date.

8. HOLDBACK

The Sellers lawyer, Barry E Dinning of Dinning Hunter Jackson Law shall hold back the amount (if any) required by the Builders Lien Act and the Strata Property Act, at Completion. The Sellers lawyer may invest the holdback in an interest-bearing trust account with interest accruing to the benefit of the Seller. At the end of the holdback period, the Sellers solicitor shall pay the Seller the Holdback plus any interest less the amount of any Builders Lien claims filed against the property.

9. DEVELOPERS USE

The Buyer irrevocably consents to the developer to use any units the developer owns in the development for display suites, storage or other purposes, and that the developer may use any common property for construction or storage until the completion of construction and warranty work in relation to the development, and that the developer may carry on any promotional activities to sell or rent such units, for so long as the developer owns any part of the development.

WITNESS

X _____
BUYER



PRINT NAME

WITNESS

X _____
BUYER



PRINT NAME

WITNESS

X _____
SELLER



Paradise Homes Ltd.

PRINT NAME

WITNESS

X _____
SELLER



PRINT NAME

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CONTRACT OF PURCHASE AND SALE ADDENDUM



MLS® NO.: _____

DATE: _____

PAGE 9 of 10 PAGES

RE: ADDRESS 3429 Happy Valley Road Victoria BC V9C 2X9

Strata Plan EPS7275 Strata Lot ____ of proposed subdivision of Plan 6533, Lot 3, Section 85, Metchosin District

LEGAL DESCRIPTION

Pending Registration

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN AS BUYER, AND

Paradise Homes Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

10. ASSIGNMENT OF CONTRACT

- a) Without the developer's prior consent, any assignment of a purchase agreement is prohibited.
- (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) Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.
- (iii) 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.

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.

11. OWNERS DISCLOURE

The Buyer has signed a Disclosure of Interest in Trade prior to executing this contract, indicating the Buyer is aware that Gary Brown is part owner of Paradise Homes Ltd.

WITNESS

X _____
BUYER



PRINT NAME

WITNESS

X _____
BUYER



PRINT NAME

WITNESS

X _____
SELLER



Paradise Homes Ltd.

PRINT NAME

WITNESS

X _____
SELLER



PRINT NAME

*PREC represents Personal Real Estate Corporation

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CONTRACT OF PURCHASE AND SALE ADDENDUM



MLS® NO.: _____

DATE: _____

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RE: ADDRESS 3429 Happy Valley Road Victoria BC V9C 2X9

Strata Plan EPS7275 Strata Lot ____ of proposed subdivision of Plan 6533, Lot 3, Section 85, Metchosin District

LEGAL DESCRIPTION

Pending Registration

PID _____ OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN AS BUYER, AND
 Paradise Homes Ltd AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

12. ADDITIONAL ENCUMBRANCES

The Buyer acknowledges that it is the Buyers responsibility to understand and accept the legal effect of any notations and charges which remain on the title to the property after completion date. In addition to those things set out in clause 9 of the contract of Purchase and Sale, permitted encumbrances shall include registered or pending restrictive covenants, easements, rights of ways, building schemes and other charges on title to the property as at the Completion date.

13. PROPERTY PURCHASE TAX


The Buyer is aware that the Provincial Property Purchase Tax of 1% on the first \$200,000 and 2% of the portion of the fair market value greater than \$200,000 is payable by the Buyer, calculated on the fair market value of the property, unless the Buyer qualifies for an exemption.

CONDITIONS PRECEDENT

14. FINANCING


Subject to the Buyer obtaining satisfactory financing on or before _____.
 This condition is for the sole benefit of the Buyer.

 WITNESS

X _____
 BUYER 


 PRINT NAME

 WITNESS

X _____
 BUYER 


 PRINT NAME

 WITNESS

X _____
 SELLER 

Paradise Homes Ltd.
 PRINT NAME

 WITNESS

X _____
 SELLER 

 PRINT NAME

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