

DISCLOSURE STATEMENT

The Plateau

Address: 32370 Dewdney Trunk Road, Mission, BC V2V 7E8

Date of Disclosure Statement: September 13, 2021

Developer:

KINGMA PACIFIC DEVELOPMENTS CORP.

Business Address:

38433 Old Yale Road,
Abbotsford, BC V3G 1X4

Address for Service:

38433 Old Yale Road,
Abbotsford, BC V3G 1X4

The Developer has appointed EXP Realty located at #202-15388 24th Ave Surrey, BC V4A 2S2 as its brokerage to market the Development.

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 _____ (Purchaser) who has confirmed that fact by initialing in the space provided here: _____.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice 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 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 purchaser's deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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EXHIBITS

EXHIBIT 1	-	Proposed Subdivision (Consolidation) Plan
EXHIBIT 2	-	Preliminary Strata Plans
EXHIBIT 3	-	Civic Address Summary
EXHIBIT 4	-	Statutory Building Scheme Terms
EXHIBIT 5	-	Preliminary Form V, Schedule of Unit Entitlement
EXHIBIT 6	-	Form Y, Additional Bylaws
EXHIBIT 7	-	Preliminary Budget and Estimated Monthly Assessment for Each Strata Lot
EXHIBIT 8	-	Form J, Rental Disclosure Statement
EXHIBIT 9	-	Purchase Agreement

1. THE DEVELOPER

1.1 Developer identity: Kingma Pacific Developments Corp.
(the “Developer”)

Jurisdiction of Incorporation: British Columbia

Date of Incorporation: October 19, 1999

Incorporation Number: BC0594357

1.2 The Developer was not incorporated specifically for the purpose of developing the Development Property (as defined below), and the Developer does own assets other than the Development Property and related bank accounts. The Developer carries on business in British Columbia and owns other real estate property and accounts related to the development of other real estate property in British Columbia.

1.3 Developer’s Registered and Records Office:

#201 – 33832 South Fraser Way
Abbotsford, BC V2S 2C5

1.4 Developer’s Director: Rachel Ensink

1.5 Developer Background

The following disclosure is made by the Developer to the best of the Developer’s knowledge.

(a) The Developer and the director of the Developer have the following experience in the development industry:

Rachel Ensink is the sole director of the Developer and has been involved in the business of real estate development since 2007, specifically in relation to the financial and administrative management of the Developer.

(b) The Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the **10 years** before the date of the Developer’s declaration attached to this Disclosure Statement, **has not** been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (c) The Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within **5 years** before the date of the Developer's declaration attached to this Disclosure Statement, **has not** declared bankruptcy 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 the assets of such person.
- (d) The Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within **5 years** before the date of the Developer's declaration attached to this Disclosure Statement, **has not** been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, promotion, or management of real estate or securities or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold assets.

1.6 Potential Conflicts of Interest

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

2. GENERAL DESCRIPTION

2.1 General Description of the Development

The Development Property is currently made up of two parcels of land which are legally known and described as:

PID: 031-459-161

Lot 1 Section 32 Township 17 New Westminster District Plan
EPP113389

(the “Kingma Property”)

PID: 000-583-260

Lot 13 Section 32 Township 17 New Westminster District Plan
67854

(the “Mogensen Property”)

The Developer is the registered and beneficial owner of the Kingma Property.

An arms-length third party, Mr. Mark Mogensen (the “Third Party”), is the registered owner of the Mogensen Property.

The Developer and the Third Party intend to consolidate the Kingma Property and the Mogensen Property in accordance with the Proposed Subdivision Plan attached as **Exhibit 1**. This consolidation will combine the Mogensen Property and the Kingma Property into a single parcel of land (referred to in this Disclosure Statement as the “Parent Property”).

After the consolidation, the Parent Property will be stratified into 33 bare land strata lots (the “Strata Lots”) which are labeled lots 1 to 33 on the attached preliminary strata plan attached hereto as **Exhibit 2**. The Developer will be the registered and beneficial owner of the Parent Property and each of the Strata Lots at the time of subdivision and stratification.

The Strata Lots will be owned individually, together with a proportionate share in the common property (the “Common Property”) and any other assets of the Strata Corporation which will be owned as tenants in common by the owners of the Strata Lots. All Strata Lots (and only the Strata Lots) are being marketed under this Disclosure Statement. Access to the Development and the Strata Lots will be from Dewdney Trunk Road via two private roads as shown on **Exhibit 2**.

The City of Mission has informed the Developer that each Strata Lot has been assigned a separate civic address by the City of Mission, which are shown on the civic address summary attached as **Exhibit 3**.

2.2 Permitted Use

The zoning applicable to the Development is S20s which permits the Strata Lots

to be used for residential purposes. None of the Strata Lots may be used for commercial or other purposes that are not ancillary to residential purposes. There are no building or occupancy restrictions with respect to the Development, except those contained in the By-laws of the City of Mission. The Development will comply with all zoning regulations, building restrictions and other restrictions governing the use and development of the Development Property or any Strata Lot therein. To obtain any further information or details about the Development Property's zoning requirements or permissible uses, contact the City of Mission planning department at 604-820-3748 or through its website: mission.ca.

2.3 Building Construction

The Developer reserves for itself the right to build single detached residential dwellings on any of the Strata Lots. However, the Developer intends to sell the Strata Lots as serviced bare lots. No Strata Lot may be used for commercial purposes. The Developer intends to register a Statutory Building Scheme against the title of each of the Strata Lots, a copy of the terms of the Statutory Building Scheme is attached as **Exhibit 4**.

A building permit from the City of Mission will be required for the construction of any improvements, including a dwelling house, on the Strata Lots. Purchasers will be responsible for obtaining their own building permits and complying with City of Mission bylaws. More information relating to building permits can be obtained by contacting the Permit and Licensing department of the City of Mission by telephone at 604-820-3700 or through its website: mission.ca.

2.4 Phasing

This Development will not be a phased development.

3. **STRATA INFORMATION**

3.1 Unit Entitlement

The Unit Entitlement of each Strata Lot is the figure by which its contribution to the expenses of the Common Property is determined. The Unit Entitlements are equal for each of the Strata Lots, as stated in the Form V, Schedule of Unit Entitlement that the Developer will file at the New Westminster Land Title Office, and which is attached as **Exhibit 5**.

3.2 Voting Rights

Voting rights refers to the number of votes allocated to each Strata Lot. For the Development each strata lot will have one vote.

3.3 Common Property and Facilities

The Common Property of the Development is defined as those areas of the Development which are available for the use of all Strata Lot owners. The Common Property will include roadways and sidewalks. There are no other common facilities in the Development.

3.4 Limited Common Property

There will not be any Limited Common Property within the Development.

3.5 Bylaws

The initial by-laws of the Strata Corporation shall be those contained in the Form Y, Additional Bylaws attached hereto as **Exhibit 6**.

3.6 Parking

Each Strata Lot will have its own driveway and garage located on the Strata Lot for its own exclusive parking purposes. The Developer reserves the right to limit any on-street visitor parking.

3.7 Budget

A proposed operating budget for a typical full year of operating expenses of the Strata Corporation for the Development is attached as **Exhibit 7** which is based on costs experienced by existing comparable projects. The utilities and expenses for the Common Property are paid by the Strata Corporation and their cost will be apportioned evenly among the owners of the Strata Lots, and included in the monthly strata fees. Each Strata Lot owner shall be responsible for municipal property and school taxes for his or her Strata Lot, which are levied by and payable to the City of Mission.

3.8 Utilities and Services

Services provided to the Development will include water, private septic, electricity, natural gas, telephone, cablevision, garbage, recycling and compost collection, fire protection and police protection.

The following utilities are separately metered or billed for each Strata Lot and are the responsibility of each Strata Lot owner:

- electricity
- natural gas
- cablevision

- telephone
- water (City of Mission)
- garbage, recycling and compost collection (City of Mission)

The following utilities will be provided by the Strata Corporation at the Strata Corporation's cost and included in **Exhibit 7**:

- maintenance of private roads
- maintenance of street lighting on private roads
- snow removal

Each Strata Lot will have its own private septic system. All costs and expenses associated with each private septic system will be the responsibility of each Strata Lot owner.

3.9 Strata Management Contracts

The operation of the Strata Corporation, of which each Owner is a member, will initially be managed by Homelife Property Management Services. The Developer is not a related entity with Homelife Property Management Services.

3.10 Insurance

a) Developer's Coverage

The Developer has caused to be placed on the Development a Commercial General Liability policy in the amount of \$5,000,000.

b) Purchaser's Coverage

After the transfer of title, Purchasers will be responsible for insuring their own dwelling and its contents, and for any third-party liability insurance.

3.11 Rental Disclosure Statement

Under the *Strata Property Act*, the Developer must disclose to any purchaser the intention to lease Strata Lots in order to ensure that such Strata Lots may be leased in the future. The Developer has reserved the right for itself to lease any or all of the Strata Lots as set forth in the Form J, Rental Disclosure Statement which will be filed with the Superintendent of Real Estate, a copy of which is attached as **Exhibit 8** hereto. The Developer does not intend to exercise its rights under the Rental Disclosure Statement unless market conditions are such that it is economically not viable to market and sell the Strata Lots at such time.

4. **TITLE AND LEGAL MATTERS**

4.1 Legal Description

Currently, the Development Property is two separate parcels of land, which will be consolidated into a single parcel. The two parcels of land are legally known and described as follows:

PID: 031-459-161

Lot 1 Section 32 Township 17 New Westminster District Plan EPP113389

(the "Kingma Property", as defined above)

PID: 000-583-260

Lot 13 Section 32 Township 17 New Westminster District Plan 67854

(the "Mogensen Property", as defined above)

Upon the consolidation of the Mogensen Property and the Kingma Property, that consolidated property (the "Parent Property", as defined above) will be stratified into the Strata Lots.

4.2 Ownership

The Developer is the registered owner of the Kingma Property and the Third Party is the registered owner of the Mogensen Property. The Developer and the Third Party have entered into a written contract for purchase and sale pertaining to the Mogensen Property which will result in the Developer becoming the registered and beneficial owner of the Mogensen Property prior to the consolidation of the Mogensen Property and the Kingma Property.

4.3 Existing Encumbrances and Legal Notations

The encumbrances currently registered against title to the Development Property as at the date of this Disclosure Statement are as follows:

Legal Notations

Mogensen Property

a) NIL

Kingma Property

- b) Hereto Is Annexed Easement CA6856152 Over Lot 13 Sec 32 TP 17 NWD Plan 67854

Charges, Liens and Interests

Mogensen Property

- c) Easement X49500 (the “Driveway Easement”)

The Driveway Easement is registered against the title of the Mogensen Property in favour of two neighbouring parcels of land which are legally known and described as:

PID: 000-583-243
Lot 11 Section 32 Township 17 new Westminster District Plan
67854

(“Lot 11”)

PID: 000-583-251
Lot 12 Section 32 Township 17 New Westminster District Plan
678545

(“Lot 12”)

(Lot 11 and Lot 12 are collectively referred to as the “Dominant Tenement”).

The Driveway Easement provides the Dominant Tenement with driveway access to Dewdney Trunk Road. The Driveway Easement will remain registered on title of the Parent Property and, subsequently will be registered on title of Strata Lot 33 (see **Exhibit 2**).

- d) Mortgage CA5050428 in favour of CIBC Mortgages Inc (the “Third-Party Mortgage”). The Third-Party Mortgage will be paid out and discharged from the title of the Mogensen Property prior to the consolidation of the Mogensen Property and the Kingma Property. As a result, The Third-Party Mortgage will not appear as a charge on the title of the Parent Property.
- e) Easement CA6856152 in favour of the Developer for access to the Kingma Property to construct and install utilities in relation to the Development Project. This charge will remain a charge on the Parent Property and the Strata Lots;

- f) Statutory Right of Way CA7975720 in favour of BC Hydro and Power Authority. This charge will remain a charge on the Parent Property and the Strata Lots.
- g) Statutory Right of Way CA7975721 in favour of Telus Communications Inc. This charge will remain a charge on the Parent Property and the Strata Lots.
- h) Statutory Right of Way CA8574765 in favour of FortisBC Energy Inc. This charge will remain a charge on the Parent Property and the Strata Lots.

Kingma Property

- i) Statutory Right of Way CA7975730 in favour of BC Hydro and Power Authority. This charge will remain a charge on the Parent Property and the Strata Lots.
- j) Statutory Right of Way CA7975731 in favour of Telus Communications Inc. This charge will remain a charge on the Parent Property and the Strata Lots.
- k) Statutory Right of Way CA8574787 in favour of FortisBC Energy Inc. This charge will remain a charge on the Parent Property and the Strata Lots.

The Developer will ensure that, upon the conveyance of a Strata Lot to a purchaser, the net sale proceeds of the Strata Lot will be remitted to the Development financing mortgagee (if any). Each purchaser will therefore receive title to his Strata Lot free and clear of all financial encumbrances.

4.4 Proposed Encumbrances

Other than the Statutory Building Scheme to be registered against the title of each Strata Lot (as referenced above and attached as **Exhibit 4**), no further encumbrances are proposed or anticipated to be registered or filed in respect of the Development except any easements, rights of way or covenants with or in favour of a neighbouring property, the City of Mission, any utility company or any other public or governmental authority which are required as a condition of the construction of the Development and which do not materially adversely affect the use of the Development as a residential development in the ordinary course.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or anticipated litigation in respect of the Development or against the Developer which may affect the Development. The only outstanding liabilities in respect of the Development are those incurred in the ordinary course of construction of the Development and they will be paid and satisfied in due course.

4.6 Environmental Matters

The changes from the natural state of the Development land include normal clearing, paving and landscaping. There are no dangers or any requirements of which the Developer is aware, imposed by the City of Mission or other governmental authority relating to the condition of the soil or subsoil of the Development or flooding.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The Developer anticipates commencing on and off-site servicing work as follows:

Start: September 2019

Completion: September 15, 2021 and December 15, 2021.

5.2 Warranties

There is no warranty, whether implied or otherwise, by or on behalf of the Developer in respect of the bare land Strata Lots and the Common Property included within the Development.

6. APPROVALS AND FINANCES

6.1 Development Approval

The City of Mission has conditionally approved the Development and has issued to the Developer a preliminary layout approval letter outlining the conditions that must be met by the Developer in order to receive final approval.

6.2 Construction Financing

The Developer has arranged sufficient financing to construct the Development which meets the definition of a "satisfactory financing commitment" as set forth in *Real estate Development Marketing Act* Policy Statement #6. The definition of "satisfactory financing commitment" is as follows:

"Satisfactory financing commitment" means

1. a commitment of funds from a lender that is not conditional on the developer entering into a certain number of purchase agreements with purchasers;
2. a conditional financing commitment, the conditions of which have

been satisfied;

3. the availability of the developer's own funds; or
4. any combination of 1, 2, and 3.

that is sufficient to finance the construction and completion of the development property including the installation of all utilities and other services associated with the development units.

7. **MISCELLANEOUS**

7.1 Deposits

All deposits and other monies received from a purchaser or lessee shall be held in trust by the Developer's notary, Waal and Co., in the manner required by the *Real Estate Development Marketing Act* until an instrument evidencing the interest of the purchaser in the Strata Lot has been registered in the Lower Mainland Land Title Office.

7.2 Purchase Agreement

- (a) A copy of the Purchase Agreement which the Developer proposes to use for the Development is attached hereto as **Exhibit 9**.
- (b) Upon both the Developer's and the Buyer's conditions precedent being waived, there are no provisions within the Purchase Agreement that permit the Purchase Agreement to be terminated by either the Developer or the Buyer except as stated under paragraph 12 of the Developer's Purchase Agreement.
- (c) The Purchase Agreement states on page 4 and at paragraph 20A that Purchase Agreement must not be assigned without the consent of the Developer and that the Developer is entitled to any profit resulting from an assignment of the Purchase Agreement by a purchaser or any subsequent assignee.
- (d) The Purchase Agreement does not address the issue of any interest payable on deposit funds.

7.3 Developer's Commitments

The Developer has not made any commitments that need to be met after completion of the sale of any Strata Lots.

7.4 Other Material Facts

All material facts affecting the Development have been disclosed herein.

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.

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 Sept 13, 2021.

KINGMA PACIFIC DEVELOPMENTS CORP.

per: 

Rachel Ensink

Dated: Sept 15, 2021



RACHEL ENSINK, Director

Dated: Sept. 15, 2021

SOLICITOR'S CERTIFICATE

DOMINION OF CANADA

In THE MATTER OF the *Real Estate Act* and the Disclosure Statement of Kingma Pacific Developments Corp.

PROVINCE OF BRITISH COLUMBIA

TO WIT:

For properties described as:

PID: 031-459-161
Lot 1 Section 32 Township 17 New
Westminster District Plan EPP113389

and

PID: 000-583-260
Lot 13 Section 32 Township 17 New
Westminster District Plan 67854

I, TYLER EVANS, Barrister & Solicitor, a member of the Law Society of British Columbia, having read over the above-described Disclosure Statement dated September 13, 2021, made any required investigations in public offices, and reviewed same with the Developer therein named, HEREBY CERTIFY that the facts contained in Paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Abbotsford, BC on the 13 day of September, 2021.



TYLER EVANS

Exhibit 1
Proposed Subdivision (Consolidation) Plan

[see following page]

**REFERENCE PLAN OF CONSOLIDATION OF LOT 13 PLAN 67854 AND LOT 1 PLAN EPP113389
BOTH ARE IN SECTION 32 TOWNSHIP 17 NEW WESTMINSTER DISTRICT**

BCGS 92G.019

PURSUANT TO SECTION 100(1)(b) OF THE LAND TITLE ACT

SCALE 1:1250

ALL DISTANCES ARE IN METRES AND ARE HORIZONTAL GROUND

THE INTENDED PLOT SIZE OF THIS PLAN IS 1120mm IN WIDTH BY 864mm IN HEIGHT (E SIZE) WHEN PLOTTED AT A SCALE OF 1:1250.

LEGEND

- FOUND PLACED DENOTES STANDARD IRON POST
- ▲ DENOTES SURVEY CONTROL / GNSS POINT
- ⊙ DENOTES STANDARD CAPPED POST
- ⊙ DENOTES NON-STANDARD ROUND POST
- ⊙ DENOTES STANDARD CONCRETE POST
- ⊙ DENOTES DISTURBED
- REF DENOTES REFERENCE

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).

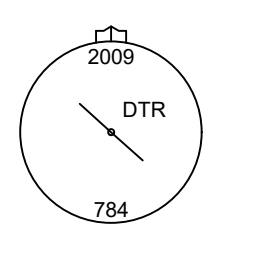
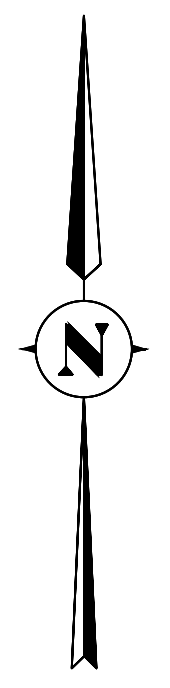
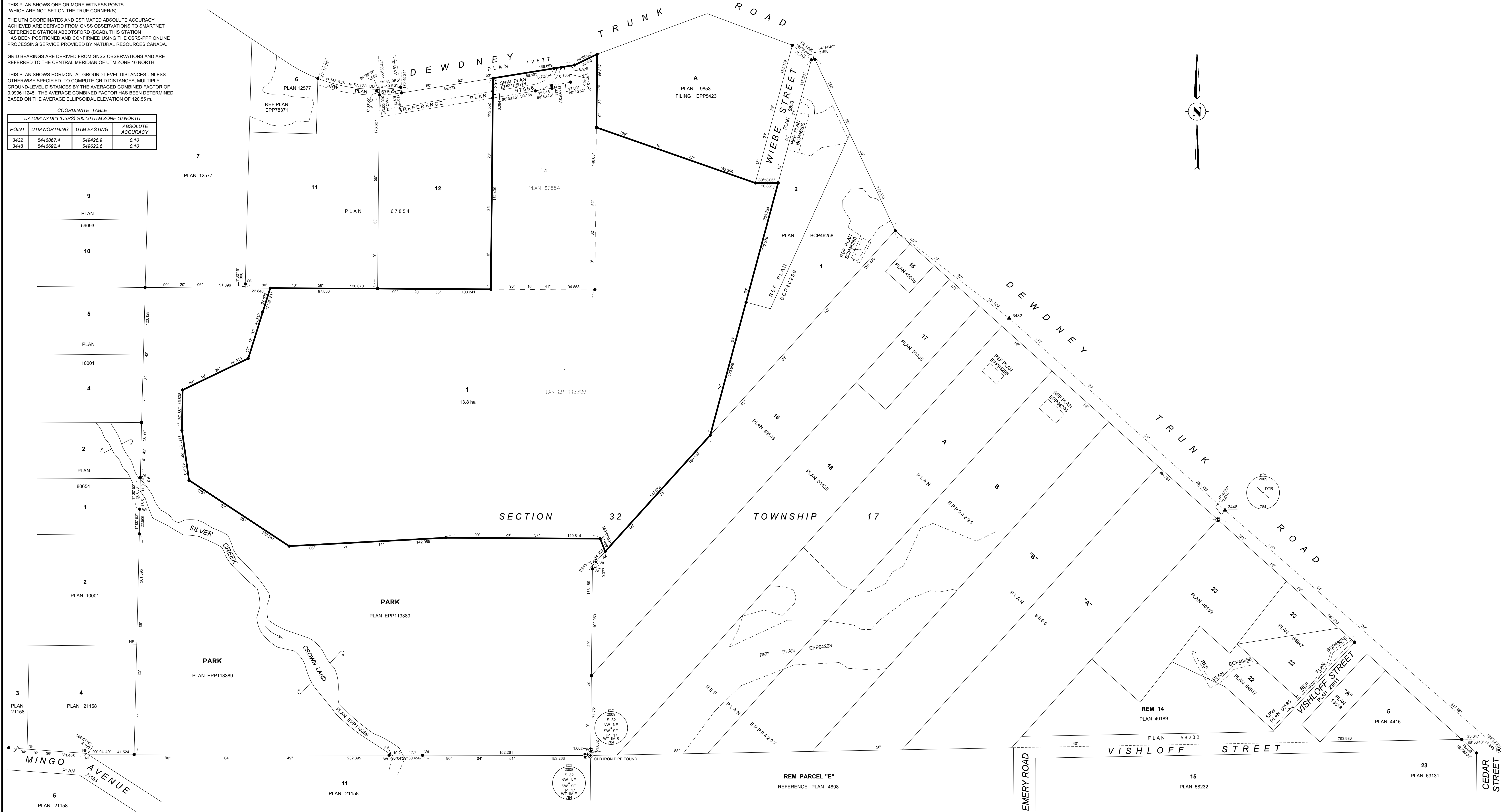
THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM GNSS OBSERVATIONS TO SMARTNET REFERENCE STATION ABBOTSFORD (BCAB). THIS STATION HAS BEEN POSITIONED AND CONFIRMED USING THE CSRS-PPP ONLINE PROCESSING SERVICE PROVIDED BY NATURAL RESOURCES CANADA.

GRID BEARINGS ARE DERIVED FROM GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10 NORTH.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGED COMBINED FACTOR OF 0.999911245. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON THE AVERAGE ELLIPSOIDAL ELEVATION OF 120.55 m.

COORDINATE TABLE

POINT	DATUM: NAD83 (CSRS) 2022.0 UTM ZONE 10 NORTH	UTM NORTHING	UTM EASTING	ABSOLUTE ACCURACY
3432		5446867.4	549426.9	0.10
3448		5446892.4	549623.6	0.10



THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF MISSION
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 29th DAY OF JULY, 2021
K. MITCHELL POWER, BCLS 733

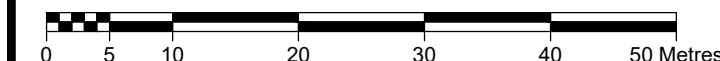
CITY OF MISSION
THIS PLAN LIES WITHIN THE FRASER VALLEY REGIONAL DISTRICT.

Exhibit 2
Preliminary Strata Plans

[see following page]

BCGS 92G.019

SCALE 1:600



ALL DISTANCES ARE IN METRES AND ARE HORIZONTAL DISTANCES
THE INTENDED PLOT SIZE OF THIS PLAN IS 1120mm IN WIDTH BY
864mm IN HEIGHT (E SIZE) WHEN PLOTTED AT A SCALE OF 1:600.

LEGEND

- FOUND PLACED DENOTES STANDARD IRON POST
- ○ DENOTES LEAD PLUG
- ▲ ▲ DENOTES SURVEY CONTROL / GNSS POINT
- ● DENOTES NON-STANDARD ROUND POST
- ⊙ ⊙ DENOTES COMMON PROPERTY
- SL SL DENOTES STRATA LOT
- REF REF DENOTES REFERENCE

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS
WHICH ARE NOT SET ON THE TRUE CORNER(S).

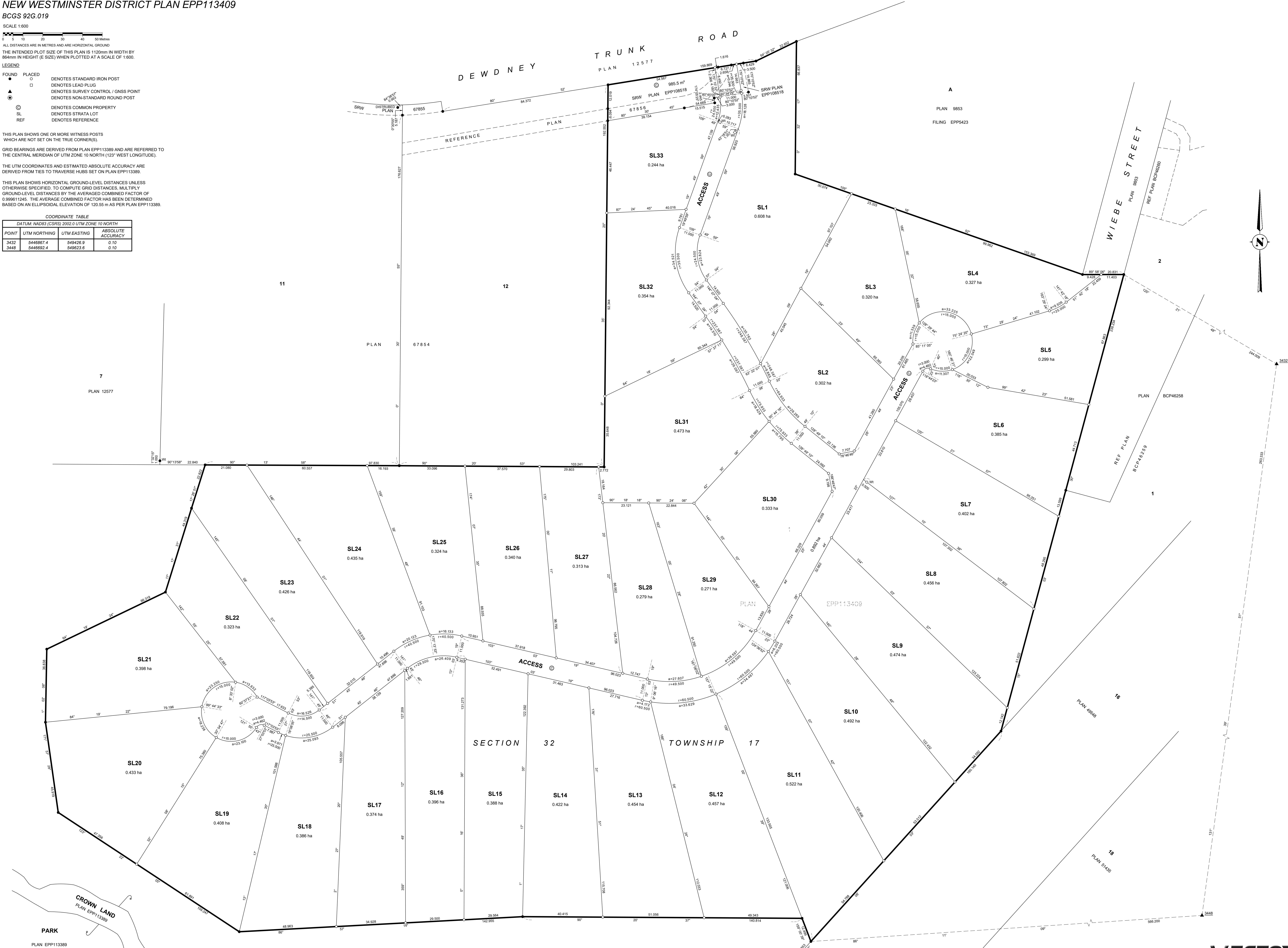
GRID BEARINGS ARE DERIVED FROM PLAN EPP113389 AND ARE REFERRED TO
THE CENTRAL MERIDIAN OF UTM ZONE 10 NORTH (123° WEST LONGITUDE).

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ARE
DERIVED FROM TIES TO TRAVERSE HUBS SET ON PLAN EPP113389.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY
GROUND-LEVEL DISTANCES BY THE AVERAGED COMBINED FACTOR OF
0.999611245. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED
BASED ON AN ELLIPSOIDAL ELEVATION OF 120.55 m AS PER PLAN EPP113389.

COORDINATE TABLE

POINT	DATUM: NAD83 (CSRS) 2002.0 UTM ZONE 10 NORTH	UTM NORTHING	UTM EASTING	ABSOLUTE ACCURACY
3432	5446867.4	549426.9	0.10	
3448	5446992.4	549523.6	0.10	



THIS BARE LAND STRATA PLAN LIES WITHIN THE JURISDICTION
OF THE APPROVING OFFICER FOR THE CITY OF MISSION

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 29th DAY OF JULY, 2021
K. MITCHELL POWER, B.C.S. 733

CITY OF MISSION

THIS PLAN LIES WITHIN THE
FRASER VALLEY REGIONAL DISTRICT.

VECTOR
CONSULTING LAND SURVEYING LTD.
Chilliwack office
6-7955 Victoria Place
Chilliwack B.C. V2R 6K2
Ph: (604) 792-4264
www.vectorgeomatics.com

FILE No: CW1800031R0 FB: C401179-128B
DRAWING No: CW1800031PAA Date: 2021-07-29

Exhibit 3
Civic Address Summary

[2 pages]

Strata Lot #	Civic Address
1	9460 Plateau Place
2	32475 Silver Creek Drive
3	32495 Silver Creek Drive
4	32515 Silver Creek Drive
5	32500 Silver Creek Drive
6	32484 Silver Creek Drive
7	32468 Silver Creek Drive
8	32452 Silver Creek Drive
9	32436 Silver Creek Drive
10	32420 Silver Creek Drive
11	32404 Silver Creek Drive
12	32388 Silver Creek Drive
13	32372 Silver Creek Drive
14	32356 Silver Creek Drive
15	32340 Silver Creek Drive
16	32324 Silver Creek Drive
17	32308 Silver Creek Drive
18	32292 Silver Creek Drive
19	32276 Silver Creek Drive
20	32260 Silver Creek Drive
21	32275 Silver Creek Drive
22	32285 Silver Creek Drive
23	32295 Silver Creek Drive
24	32305 Silver Creek Drive
25	32325 Silver Creek Drive
26	32345 Silver Creek Drive
27	32365 Silver Creek Drive
28	32385 Silver Creek Drive
29	32415 Silver Creek Drive
30	32445 Silver Creek Drive
31	9459 Plateau Place
32	9479 Plateau Place
33	32370 Dewdney Trunk Road

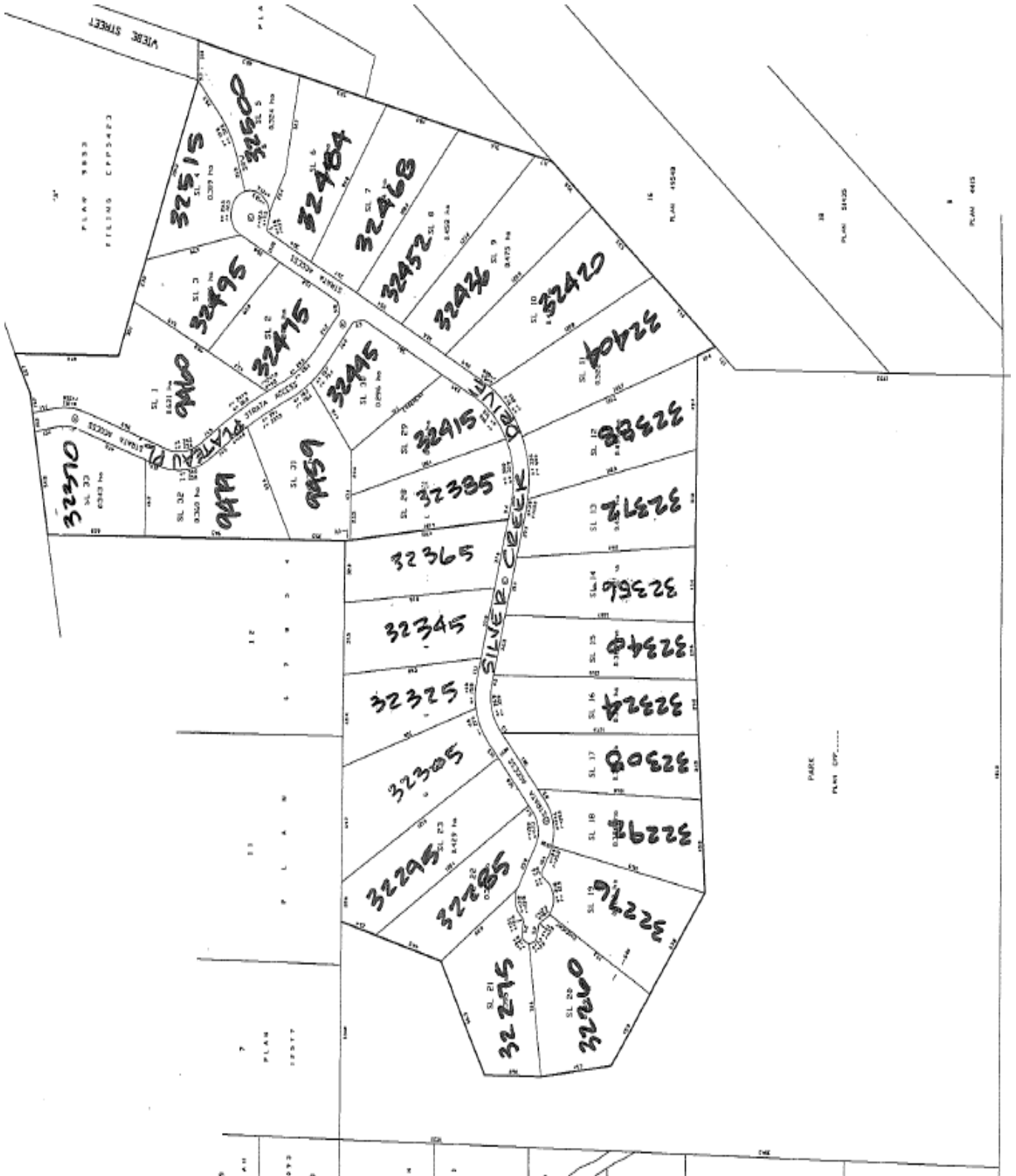


Exhibit 4
Statutory Building Scheme Terms

[following 22 pages]

DESIGN AND BUILDING SCHEME

THE PLATEAU
At Silver Creek
Mission, BC

FOR STRATA LOTS 1 to 32

INCLUDING SCHEDULE OF RESTRICTIONS

OWNER

KINGMA PACIFIC DEVELOPMENTS LTD.
Abbotsford, B.C.

HEREAFTER REFERRED TO AS DEVELOPER

THE PLATEAU
At Silver Creek
Mission, BC

DESIGN AND BUILDING GUIDELINES
PART 1 - SCHEDULE OF RESTRICTIONS

DEFINITIONS

"Developer" means the declarant of this Building Scheme being Kingma Pacific Developments Ltd.

"Improvement" means any and all buildings, residences, landscaping or other improvements.

"Applicants" in this agreement shall mean any owner, or agent appointed by the owner, of a lot within ten years of the original purchase of the lot, whether or not that person has purchased the lot directly from the Developer.

"Lot" in this agreement shall mean any of the strata lots 1 to 32 but not strata lot 33.

RESTRICTIONS ON DEVELOPMENT

1.1 Design Approvals

There shall not be erected, constructed or made on the lots, any residence, building or other improvements or additions thereto or alterations thereof unless and until the proposal to erect such building, or make such improvements, additions, or alterations and the proper exterior plans, elevations and specifications thereof, setting forth all materials to be used including specifications of colour or exterior finish and specifications of roofing material to be used with details as to the qualities of all materials, together with a plan showing the location of the proposed residence, building or other improvements, including terracing and retaining walls to be done in connection with such building, shall have first been submitted to the Developer or his designated Design Review Consultant, who shall have the right and power to approve and reject the same. Housing design will be in accordance with the guidelines established. The guidelines reflect the unique physical attributes of the lots. In order to ensure compliance by an applicant with the restrictions herein set out, the Developer shall require placement of cash with the Developer as a condition of granting any approval. The Developer reserves the right to make changes to the design guidelines at their discretion and may exercise flexibility as it relates to the design guidelines when appropriate.

1.2 Damages and Tidiness

No person carrying out any works upon any lot shall damage curbs, gas lines, telephone lines, sewers, electrical distribution equipment or other utilities ("services") and improvements abutting the lot. If damage occurs the Developer may elect to perform such repairs and replacements by himself, his servants, agents or contractors, in which event such Applicant shall pay to the Developer the costs of such repairs and replacements forthwith upon receipt of an invoice for same unless such damage is caused by the Developer, his agents, servants or employees, or was acknowledged to exist by the Developer.

The Applicant is responsible for keeping the streets and curbs in a neat and clean condition and the Developer reserves the right to clean up at the Applicant's expense any mess created by the Applicant or people hired by the Applicant.

1.3 Alterations or Modifications

No Improvement shall be altered or modified without the approval of the Developer or Design Review Consultant.

1.4 Building Development Commitment

No house construction shall remain uncompleted for a period exceeding two years of the commencement of construction.

1.5 Construction Time Frame

No house shall be occupied unless it is completed on the exterior, including driveways and walkways.

1.6 Landscaping Time Frame

Landscaping must be completed within six (6) months after completion of the house exterior. In the event the Purchaser does not intend to commence house construction within one year of the lot being purchased from the Developer, the Applicant shall maintain the lot in clean condition, and regularly mow any grass or weeds.

1.7 Repeating Homes or Plan Reversal

Homes with similar plans shall not be permitted within three (3) lots of another or across the street. The Developer or Design Review Consultant shall, in its sole discretion, determine whether or not a proposed design is sufficiently different in order to construct within view of any other house. To be different means that there is sufficient change in features such as roof slopes, sizes and locations of windows and doors, colours and finish material. A change of material alone or reversing the plan is not sufficient.

1.8 Minimum Floor Areas

No house shall be constructed which shall have a total building area (not including garages and basements) less or more than those specified in the DESIGN AND BUILDING GUIDELINES PART II – SCHEDULE OF RESTRICTIONS.

RESTRICTIONS ON USE

2.1 No fencing shall be constructed or installed on any lot without the approval of the Developer or Design Review Consultant and shall comply with the Design Guidelines. The Developer may, at his option, remove any fencing that has not been approved or constructed in accordance with the Design Guidelines; such removal shall be at the Purchaser's expense.

2.2 No recreational vehicles, trailers, equipment, boats and commercial vehicles shall be stored in the front yard or driveway of any lot between the front building line and the curb.

2.3 No placard or advertising sign shall be permitted on any lot except a sign advertising real estate for sale, provided the signage complies with the guidelines in section 6.2 of the DESIGN AND BUILDING GUIDELINES PART II – SCHEDULE OF RESTRICTIONS and Attachment A.

If a small home business is being operated out of any dwelling, a small sign, no large than 30 x 36 inches may be erected. It must be framed with 4x4 or similar and painted and maintained.

Any home occupation use on a site will have to comply with the City of Mission Zoning Bylaw for signage and other use regulations.

2.4 Should any part of this Building Scheme be declared invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Building Scheme that shall continue in full force and effect and be construed as if this Building Scheme had been declared without such invalid or unenforceable part.

2.5 Nothing shall be deemed to be construed as an admission of responsibility for liability on the part of the Developer or Design Review Consultant to or for the benefit of any third party, whether an owner of a lot or lots in the area or otherwise, to enforce, oversee, peruse, maintain or otherwise control the activities of purchasers herein, with respect to the use of the lot or lots, and the enforcing of any conditions herein to be performed by the Purchaser, shall be at the sole discretion of the Developer, as he shall see fit from time to time.

2.6 Invalidation of these restrictions or provisions or part thereof by Judgment or Court Order shall in no way affect any of the restrictions herein set forth not invalidated by such Order and any restrictions not invalidated shall remain in full force and effect.

2.7 It is expressly agreed that the covenants, restrictions and provisions hereinbefore contained shall be null and void and of no further force and effect on or after the tenth (10th) anniversary of the date of execution hereof, except as to matters arising prior thereto.

LIMITATION OF LIABILITY

3.1 Nothing contained in this schedule of restrictions shall be construed as imposing any liability on the Developer or his designated Design Review Consultant for any damage resulting from structural defects in any structure or Improvement erected on a Lot of the condition of any site selected for any structure or Improvement on the Lot with the Developer's approval. The Developer's approvals are for exterior appearance only.

END OF PART I

DESIGN AND BUILDING SCHEME

THE PLATEAU At Silver Creek Mission, BC

DESIGN & BUILDING GUIDELINES

PART II - SCHEDULE OF RESTRICTIONS

1. GENERAL CONSIDERATIONS

1.1 The DESIGN AND BUILDING GUIDELINES for the subdivision are clearly intended to ensure that a good standard of development is maintained within and throughout the project neighbourhood.

The Developer intends to use this Design and Building Guideline to assist in guiding the architecture of The Plateau to have the look and feel of a traditional enclave of fine homes on large lots. The Developer has committed to a “Suburban Feel”. With this in mind the building of Traditional homes will not only be encouraged but mandatory. Modern Architecture or extremely large and boxy homes are discouraged. All homes at The Plateau should compliment the natural setting rather than dominate it. Compliance with this vision will result in lasting and growing value for every home.

The large size of the individual lots combined with the undulating building sites affords an excellent opportunity for attractive landscaping finish and for a variety of housing styles.

All homes are to be designed to contain fully enclosed, two to three car garages. Such garage may be attached or free standing or connected to the main dwelling by way of a breezeway.

Subdivision design policy places special importance on the front or street-visible wall areas of the homes. The basic design, detailing and finish standards set out in the DESIGN AND BUILDING GUIDELINES are increased for street-visible building faces. Applicants should carefully study the following sections of the guidelines where these requirements are set out in detail.

Applicants should note specifically that, for lots with flanking sides onto side streets (or common strata roads), the faces or sides of dwellings on these lots are considered to be street-visible.

1.2 The guidelines are intended to protect the integrity of the development by regulating the design, siting, finishes and landscaping of the residences thereby ensuring a relatively consistent high quality throughout the project.

To accomplish this to the benefit of all who have an interest in the development, strict adherence to the DESIGN AND BUILDING GUIDELINES is required and will be enforced. Numerous basic design alternatives are available for all models of homes where the positive objective is to fully meet the requirements and policy of the DESIGN AND BUILDING GUIDELINES. Home design alternatives and intentions must be made known by applicants at an early stage to ensure the full benefit of a cooperative consideration of plan and design concepts before work is taken to the detail and expense of finished plans.

1.3 Applicants can anticipate that design approval cannot be given where the DESIGN AND

BUILDING GUIDELINES have been pointedly disregarded; where the building and siting plans fail to show a proper standard of exterior finishing detail; or where nothing but the minimum standard of the British Columbia Building Code has been used as a basis for design and finishing.

1.4 Applicants are encouraged to take a custom approach to the design of homes and make use of quality plan services and good professional design assistance in developing their plans. The opportunity for good design, the values related to the subdivision and the policy and requirements of the DESIGN AND BUILDING GUIDELINES makes such an approach most appropriate and will facilitate the approval process.

1.5 Please be advised that applicant approval is conditional upon meeting requirements of the DESIGN AND BUILDING GUIDELINES for the subdivision. Any approval is for exterior appearance only without reference of any kind to building material performance in use, to workmanship standards, to interior design, to structural foundation design and workmanship, and to structural framing design and workmanship, all of which matters and subjects are beyond the scope of the DESIGN AND BUILDING GUIDELINES and come within the jurisdiction of the Building Department of the City of Mission.

2. DWELLING TYPES (For Main Dwelling only)

NOTE: The Developer is aware that Secondary Dwellings are allowed in this zone and will deal with them separately in section 8. Secondary Dwellings include Secondary Suite, or Coach House, or Garden Cottage as defined by the City of Mission Zoning Bylaw 5949-2020.

2.1 One-floor ranch type homes (with one level below the road grade), one-and-one half floor designs, two-story (with one level below grade) and split-level dwelling types are permitted based on the suitability of the lot grades. Basement entry homes are permitted as long as the garage is not under the house but separate or to the side of the main house.

Notes:

No home shall be more than 2 stories high in total. 2.5 stories will be permitted as long as the top floor is built into the roof structure and is lighted by dormers in the roof or windows on the side gables.

A third story is only allowed as a basement under a 2-story home, below grade on sloping lots.

The choice of any dwelling type must be reviewed with the Design Review Consultant early and approved before any detailed design is undertaken to ensure that a choice of dwelling type will fit with the street appearance and with adjoining or adjacent buildings.

GENERAL DESIGN (Main dwelling)

Developer will only approve traditional/suburban designs that fit into the following architectural design categories:

Colonial
Farm House
Early American

Craftsman

Whistler Style (Generous use of Timber elements and natural materials. Owner to ensure such materials comply with the City of Mission Area H - Fire Interface Development Permit Area Guidelines)

2.2 Minimum and Maximum Sizes of Dwelling Types

For all dwelling types the DESIGN AND BUILDING GUIDELINES require construction of minimum and Maximum habitable areas not including areas of basements and fully enclosed garages as follows;

Rancher: Minimum 1800 sq. ft. on the main floor. No maximum

Two Story: Minimum 1200 sq. ft. on main. Total above ground square footage not to be less than 2500 sq. ft. Maximum 4500 square feet above ground.

2 level basement entry: Minimum 1600 sq. ft on main floor. Maximum not to exceed 4000 square feet on both floors.

NOTE: Other styles that are rarer, such as split-level homes will be reviewed on an individual basis for general suitability and fit into the overall design of the community.

2.3 Maximum Height

The City of Mission Zoning Bylaw regulates the maximum height of structures.

2.4 Garages

All dwellings are to have a fully enclosed, attached or free standing, double or triple garage, designed and planned in character with the parent dwelling. The garage door and surrounding finish must be fully detailed on the plan and will be given special attention in the approval process.

3. STREETSCAPE

3.1 Repetition of Plans

Plans may not be repeated within 3 lots of each other unless there are changes to the exterior that make them look unique from each other. Also, same plans will not be allowed across the street from each other.

4. SITING AND GRADING

4.1 Setbacks

Applicants must carefully study the layout and survey plan of the subdivision with special attention to building envelopes (based on zoning) and building footprints, which show the desired location of dwellings on the lots. The Developer or the Design Review Consultant may require minor alterations to proposed setbacks at plan review stage to create variety and interest and to maximize privacy and enable desired visual relationships and separations between homes.

4.2 Building Grades

Grading must take into account the final grade planned on adjacent lots. A smooth transition from lot to lot is important. Excess soil from excavations must be trucked off site at the applicant's expense at the time of excavation.

Over-Burden and Excavated soil cannot be placed on any adjacent lot, roadway or walkway in the subdivision without the approval of the owner of that lot.

4.3 Storm Water Management

Each owner and builder is required to ensure that storm water is managed on their own property. Storm water run-off is not to enter a neighbour's property in such a way as to cause erosion, damage or other problems.

4.4 Driveways

The driveway location shall conform to the site plan approved by the Design Review Consultant. Front yards must be a minimum 40% grass and landscaping. Paving or placing of gravel on the entire front yard will not be allowed, either at time of approval or at any time after final occupancy has been granted.

Please note that the City of Mission also has driveway standards which will need to be adhered to.

4.5 Geotechnical / Foundations

Should the City of Mission require it, the Applicant, after excavation and prior to adding granular material and footing construction must, at the Applicant's expense, have the approval of a Geotechnical and structural engineer prior to footing design and construction. In such case the Geotechnical and Structural engineer shall review and certify the footing and foundation design.

5. LANDSCAPING REQUIREMENTS

5.1 Landscaping Guidelines.

NOTE: Some aspects of the landscaping are affected by the City of Mission Area H - Fire Interface Development Permit Area Guidelines.

A landscape plan or compliance deposit is not required. However, the following guidelines are provided to assure general pleasing appearance to the entire community.

- (i). Lawn to cover complete lot; front and sides and to curb, (excluding area covered by buildings, driveways, sidewalks, patios, flowerbeds and vegetable gardens).
- (ii). Tree and shrub planting in front yards must be designed to compliment the individual home and streetscape.
- (iii). NO FENCES ARE PERMITTED IN FRONT YARDS except picket fencing no higher than 30 inches. Some ornamental wood fencing will also be allowed such as split rail cedar, no higher than 36 inches. Rear Yard Fencing is optional. If installed, fencing is

only to be BLACK CHAIN LINK - 4 – 6 feet high. All posts must be set in concrete. A continuous cedar hedge may be planted along one side of the fence. This hedging is optional and is for privacy at the discretion of the homeowner.

EXCEPTION: Lot 1 and Lot 32 and the existing home on lot 33 may be fenced with chain link. Along with lot 31, these lots were developed in cooperation with the adjacent land owner and are now owned by him, not by Kingma Pacific Dev. Ltd. This owner has made it known that he may wish to hold these lots and if so, would like to fence them for security.

NO WOOD FENCING WILL BE ALLOWED IN THE BACK YARDS AT TIME OF LANDSCAPING OR ANY TIME IN THE FUTURE, ANYWHERE IN THE DEVELOPMENT. THIS WILL BE ENFORCED AS PART OF THE BUILDING DESIGN APPROVAL AND COMPLAINEE.

5.2 Finished Surfaces — Driveways

Driveways may be either concrete, asphalt or pavers. Loose gravel is not allowed for the main driveway but may be used elsewhere for RV and other parking. Again, Driveways are not to exceed 60 % of the lot frontage.

5.3 Retaining Walls

It is the responsibility of the owner on the high side lot to retain their soil. Owners are not allowed to undermine existing grades on adjacent properties.

All retaining walls must be blast rock, decorative concrete retaining wall block such as Allen Block, or poured in place concrete with a decoratively finished surface such as on surface design elements or exposed aggregate. Any use of treated timber must comply with the City of Mission Area H - Fire Interface Development Permit Area Guidelines. No landscape ties are to be used for retaining walls.

Any retaining walls over 4 feet high must be engineered at the Applicant's expense. Any building permits required are the responsibility of the Applicant.

5.4 Slopes

It is the responsibility of the applicant to ensure that finished slopes are stable.

5.5 Trees

The developer will be including 2 trees per lot. One signature tree and one that can be chosen from the City of Mission Tree Management Bylaw 3872-2006 Schedule B.

Placement of evergreens near the house is restricted by the City of Mission Area H - Fire Interface Development Permit Area Guidelines.

6. APPEARANCE DURING CONSTRUCTION

6.1 Appearance

Applicants must keep the lots and abutting streets clean and orderly during construction and marketing. No material or debris shall be stored on property adjacent to a job site.

6.2 Signs

If properties, either bare lots or new homes on lots, are to be resold to a third party, all signage must comply with the subdivision standard (Attachment (A)).

All parties are to be advertised on one sign. The builder on top, The Plateau logo and name under that, "For Sale" below that, a space for an artist's rendering of the house to be built with the lot number on the top right corner and finally the realtor or seller's information on the bottom.

Sample signage, as shown on Attachment (A). Signage must conform to specifications provided.

No other realtor or builder signage will be allowed unless specifically approved by the Developer.

7. **ARCHITECTURAL REQUIREMENT AND GUIDELINES FOR EXTERIOR FINISH**

Please note that all architectural requirements must meet the City of Mission Area H – Fire Interface Development Permit Area Guidelines. Where there is disagreement between this Building Scheme and the City of Mission Area H – Fire Interface Development Permit Area Guidelines, the latter shall prevail.

7.1 Colour Schemes

A colour scheme for all exterior house finishes must be submitted to the Design Review Consultant with final plans for approval. To identify colours, colour samples must be submitted and upon approval, a signed copy of the colour scheme samples will be retained for the Developer's file.

The colour of the gutters must be the same as the colour of the fascia boards.

7.2 Roofs

All roof styles are acceptable except flat roofs. Sun rooms, bay windows and other protrusions can be flat but the main house is to have a sloped roof.

Full 2 x 10 or 2 X 8 fascia board treatment is required with all gable roof elements. Facia must be wrapped in fireproof material to comply with the City of Mission Area H - Fire Interface Development Permit Area Guidelines.

7.3 Roof Slopes and Finish

The main roof minimum roof slope is 4 to 12. Front porches and sunrooms may be lower.

Asphalt and metal are acceptable.

If asphalt/fiberglass shingles are to be used they must be 30 years or better warranty. Colour to be approved by the Developer. Only black, brown and grey colours will be accepted. In the case of metal roofs, other colours may be accepted upon approval.

7.4 Overhangs, Soffits, Gutter and Fascia

Full overhangs (as permitted by the code).

Soffits: Wood, aluminum or vinyl soffit is acceptable.

Fascia boards must be minimum 2" x 8" in size. Concealed gutters are allowed.

7.5 Exterior Wall Finish

Exterior wall finish may consist of:

- (i) Hardi siding is encouraged. Either horizontal or vertical Board and Batten;
- (ii) Masonry or stone veneer wall finishes;
- (iii) Stucco, heavy dash, fine textured or sand finished surface (California stucco) in combination with FIRE PROOF trim boards and standard dimension brick facing (at street-visible or front walls).

Hardi shingles, or such shingles used in feature wall areas. To be stained to compliment the overall colour scheme.

Note: NO VINYL SIDING IS PERMITTED.

7.6 Masonry:

Cultured stone and brick or natural stone and brick is allowed

7.7 Trim to Exterior Finishes and Around Openings

Window trim may be flush-mounted with exterior finish in a weather-tight detail. Paint to compliment the overall colour scheme.

Windows must be trimmed on all sides of the house. All trim to comply with the City of Mission Area H - Fire Interface Development Permit Area Guidelines.

Where stucco finishes are used, all openings must be finished with a detail that simulates the relief of at least 1-inch by 4-inch trim boards.

Applicant plans should be complete with a clear indication of all required trim detail.

7.8 Windows and Doors

Decorative window muntin bars may be used.

Shutters will be allowed where certain period-type designs are proposed.

Not all front doors are acceptable. Doors to be good quality and attractive. Special attention will be given to front doors by the Design Review Consultant.

NO double front doors.

Doors to comply with the City of Mission Area H - Fire Interface Development Permit Area Guidelines.

7.9 Overhead Garage Door

Not all garage doors are acceptable. Doors to be good quality and attractive. Special attention will be given to garage doors by the Design Review Consultant. Windows are allowed in the panels. Garage doors to comply with the City of Mission Area H - Fire Interface Development Permit Area Guidelines.

7.10 Chimney and Vent Chases

Wood frame vent chases must be completed with trim equal to that used with siding.

7.11 Entry Porch Feature

The Applicant is at liberty to use a variety of porch shapes and dimensions.

If masonry post bases are used, they are not to stop at the porch decking level but must continue down to grade.

7.12 Rear of Homes

- (i) Rears of homes must be visually pleasing.
- (ii) No home shall be constructed in such a manner that the rear 3 floors are all on the same plane. Care must be taken at time of design to break up the vertical elevation with roofs, decks, cantilevers and other design elements.
- (iii) Two unbroken exterior walls must be broken up by a box joist band of at least 2 x 10 material.

8. SECONDARY DWELLING UNITS AND OTHER BUILDINGS

8.1 Secondary Dwelling Units (Secondary Suite, or Coach House, or Garden Cottage) are allowed to be built in The Plateau. Square footage and all other specifications are to comply with the Bylaws of the City of Mission and inspected by them.

8.2 Secondary Dwelling Units (Secondary Suite, or Coach House, or Garden Cottage) are to be built to the same standard of exterior finish as the main house. However, they can be a different colour or style from the main house as long as they are architecturally pleasing and compatible.

8.3 Secondary Dwelling Unit (Secondary Suite, or Coach House, or Garden Cottage) plans may be repeated on adjacent lots.

Garden Homes are not to be set on the lot so as to appear to be the primary dwelling.

8.4 Separate Garages and Shops: Separate garages and shops are also allowed and must comply with the City of Mission's bylaws and Area H – Fire Interface Development Permit Area Guidelines.

They should be finished to the same standard of exterior as the main dwelling but again, may be a different but complimentary architectural style.

8.5 Approval

Plans and specifications for these buildings must be submitted along with the main dwelling approval package. Also, samples of exterior finishes must be submitted at the same time.

8.6 Application for Approval

A separate APPLICATION FOR APPROVAL (Attached as Attachment (B)) must be submitted for each building, along with building plans. The dwelling to be approved must be clearly indicated on the APPLICATION.

8.7 Site Plan

Secondary buildings must be clearly indicated on the main Site Plan, along with setbacks from property boundaries and distances to other buildings. All setbacks must comply with local bylaws.

8.8 Design Approval Fee

A Design Approval Fee of \$250.00 must be paid for each extra building at the same time as the same fee for the main dwelling.

8.9 Security Deposit

There will be no increase to the \$30,000 security deposit for secondary buildings and dwellings. The deposit will be used to cover all buildings on the lot.

9. **PLANS**

9.1 Pre-Approval

Before purchasing plans, Applicants are encouraged to have preliminary designs prepared. Designs are to be submitted as preliminary drawings of the proposed design with colours and finish details to the Design Review Consultant to check compatibility with neighbours, driveway location and general conformity with the DESIGN AND BUILDING GUIDELINES. There is no fee for this submission and review and no commitments are made until the final plan review.

9.2 Plan Approval

No permit application, construction or other improvements whatsoever can take place on any lot until the Plan Approval Process takes place. This process consists of:

- (i) Proof of payment of security deposit.
- (ii) Payment of Design Control Fee of \$ 1,500.00 (see below) to the Design Review Consultant. Completion of agreement of adherence to the design guidelines.

- (iii) Completion of Application of Plan Approval.
- (iv) Three sets of plans (2 to be returned to Applicant) with elevations, section and floor plans. A site plan must accompany each set and must show; the foundation in solid line, the roof plan dotted,
- (v) A site plan showing all setbacks and easements, driveway location and fencing.

Plans must be accompanied by samples, pictures or brochures of the exterior finish materials, including stone or brick, all in the proposed colours. This includes gutter type and colour and trim colour samples.

Response to submissions shall be within 7 days.

9.3 Incomplete Applications and Plan Rejection

Incomplete applications will be returned to the Applicant. Re-submissions may be subject to additional fees and charges by the Design Review Consultant.

The Developer or the Design Review Consultant reserves the right to approve or reject any plan.

9.4 Design Control Fee

The Applicant will be required to pay a Design Control Fee of \$1,500 to the Design Review Consultant.

Re-submitting completely different plans after the design review or requesting extensive revisions will be at the cost of the Applicant, the amount set by the Design Review Consultant.

Design control fee is payable to the Design Review Consultant.

The Design Review Consultant for the Developer is:

Stephan Kingma
Cell phone: 1-604-819-5735
Email: stephan.kingma@gmail.com

9.5 Liability of the Developer

The Applicant acknowledges that the plan review is provided as a service and the Developer and the Design Review Consultant assume no responsibility for the accuracy of the information provided or any losses or damages resulting from the use thereof.

Nothing herein shall be or be deemed to be construed as an admission of responsibility of liability on the part of the Developer or the Design Review Consultant to or for the benefit of any third party whether an owner of the lands in the area or otherwise, to enforce, oversee, peruse maintain or otherwise control activities of the Applicant herein with respect to the use of the lands and enforcing of any conditions herein to be performed by the Applicant shall be at the sole discretion of the Developer as it shall see fit from time to time.

No explicit or implied review or approval is given to the drawings other than in the terms identified in the DESIGN AND BUILDING GUIDELINES. Liability on all other matters including but not limited to

structural adequacy, soils and foundation conditions and performance, performance standards of materials approved, methods of construction or any building permit review are not the responsibility of the Developer or the Design Review Consultant and the signatory of this document or subsequent purchasers will not hold the Developer or the Design Review Consultant liable for any problems that may arise.

10. SECURITY DEPOSIT

10.1 To ensure the design guidelines, including the buildings, retaining walls, driveway and fencing, are adhered to the Developer will require the Applicant prior to plan approval pay a refundable **\$ 30,000 deposit direct to the developer at the time of completion of the sale.** The cost of rectifying any damage to streets, curbs, sidewalks or services damaged by the applicant/builder or any contractor, or supplier hired by them will also be deducted from the deposit prior to release.

The deposit will be returned to the Applicant without interest providing all requirements of the guidelines have been met within 30 days following completion of construction and landscaping. Opinion of completion rests solely with the Developer. The deposit will not be returned if all requirements of the guidelines have not been completed within 24 months of commencement of construction (foundation excavation).

The deposit will not be returned to the Applicant in the event of a sale of the property to a third party where construction has not commenced or is not complete and approved by the Developer unless the Applicant has made arrangements with the new purchaser to deposit the \$ 30,000.00 and comply with these guidelines. If a lot is resold to a third party before construction has commenced on a dwelling, it is incumbent upon the seller to inform the buyer of this Building Scheme and all of its conditions including the payment of a \$ 30,000 Security Deposit.

10.2 Security Deposit Release Procedure

The Applicant must contact the Developer or the Design Review Consultant to arrange for a final field review. This field review will be scheduled within 7 working days of the request and the Applicant should arrange to be present. If the Developer or the Design Review Consultant recommends approval the deposit will be released by the Developer within 10 working days of the Design Review Consultant's report.

If deficiencies are noted at the time of the field review the Developer or the Design Review Consultant shall forward a list to the Applicant of the outstanding items. The Applicant will immediately rectify all deficiencies and request a second field review. The second and subsequent field reviews will be carried out within 10 working days of request.

11. OBLIGATION OF APPLICANT AND DEVELOPER

11.1 The Applicant acknowledges that upon final acceptance by the Developer of the construction of the home pursuant to the guidelines and the release of the deposit of such part thereof as is not required by the Developer to complete such construction and landscaping, the obligations of the Developer to maintain architectural control in respect of the lot or lots shall terminate.

The Applicant further acknowledges and agrees that the Applicant shall have no right or privilege to enforce the guidelines or to cause the Developer to take any action in respect of enforcement of the guidelines for any other lot or lots within this development.

I hereby acknowledge receipt of a copy of these design guidelines of THE PLATEAU at Silver Creek and I agree to abide by them. If I fail to do so the Developer shall be entitled to retain the \$30,000.00 deposit absolutely, and further, if the Developer elects they may correct any deficiencies and recover the costs from me.

Lot #: _____

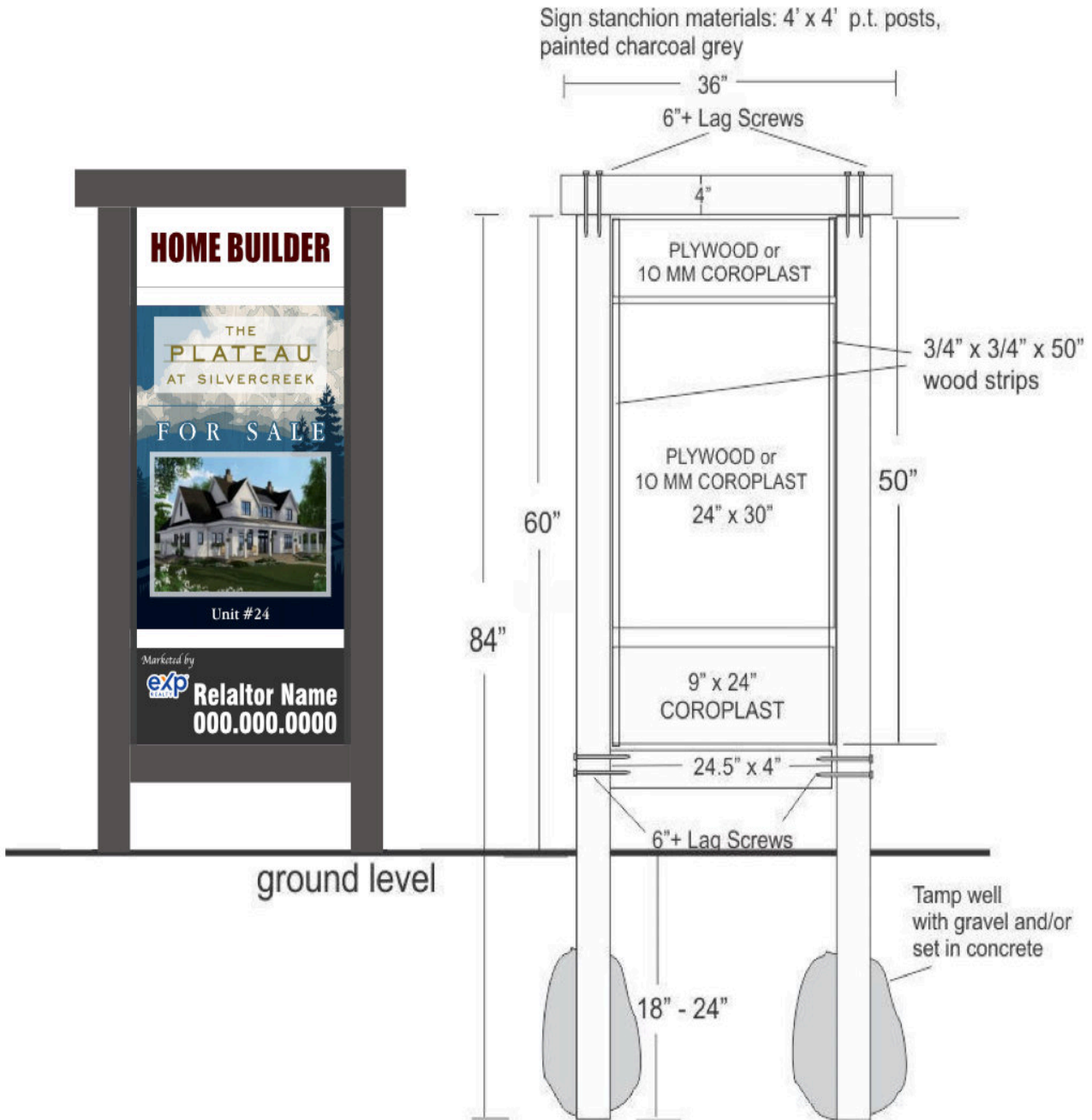
Signature of Applicant: _____

Print Name of Applicant: _____

Date: _____

Witness & Occupation: _____

ATTACHMENT (A)



ATTACHMENT (B)

APPLICATION FOR APPROVAL

THE PLATEAU at Silver Creek
Mission, B.C.

Applicant Name: _____

Applicant Address: _____

Phone: _____ Lot Number if The Plateau _____

Designer: _____

Main Dwelling _____ Secondary Dwelling _____ Shop or Detached Garage _____

If Application is For Main House or Garden Home:

Two Storey _____ Rancher _____ 1 ½ Storey _____ Other _____

Finished 1st Floor Area: _____ Finished 2nd Floor Area: _____

Basement Yes or No. _____ Crawl Space Yes or No _____

Total Finished Floor Area of Top 1 or 2 floors _____

Front Setback: _____ Rear Setback: _____

Left Side Yard: _____ Right Side Yard: _____

	Finish Material	Colour	Sample Required
Wall Material:	_____	_____	Yes
Gutter Material:	_____	_____	No
Fascia Material:	_____	_____	No
Soffit Material:	_____	_____	Yes
Trim Material:	_____	_____	Specify Size
Garage Door:	_____	_____	Picture or Brochure
Brick or Stone:	_____	_____	Picture of material
Driveway Material:	_____	_____	Picture if Pavers
Chimney Material:	_____	_____	Picture if Brick
Roof Material:	_____	_____	Colour if Metal or Fibreglass
Front Door:	_____	_____	Picture or Brochure

USE OF DESIGN APPROVAL SERVICES

The Applicant acknowledges that the house plan approval service is provided as a service and that the Developer and the Design Review Consultant assume no responsibility for the accuracy of the information provided or for any losses or damages resulting from the use thereof. The applicant further acknowledges that he will hold the Developer and the Design Review Consultant harmless from action resulting from the use of this information.

Applicant Signature _____ Design Approval Consultant upon Approval _____

Date _____ Signature _____ Date _____

EXAMPLES OF ACCEPTABLE ARCHITECTURAL STYLES

**THE PLATEAU
at Silver Creek**









**Exhibit 5
Preliminary Form V, Schedule of Unit Entitlement**

Strata Property Act

Form V

Schedule of Unit Entitlement

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS7423, being a strata plan of:

PID: _____

Legal Description: _____

BARE LAND STRATA PLAN

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

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

OR

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

Strata Lot No.	Habitable Area in Sq. Meters	Unit Entitlement	% of Total Unit Entitlement*
1	-	1	3.03
2	-	1	3.03
3	-	1	3.03
4	-	1	3.03
5	-	1	3.03
6	-	1	3.03
7	-	1	3.03
8	-	1	3.03
9	-	1	3.03

10	-	1	3.03
11	-	1	3.03
12	-	1	3.03
13	-	1	3.03
14	-	1	3.03
15	-	1	3.03
16	-	1	3.03
17	-	1	3.03
18	-	1	3.03
19	-	1	3.03
20	-	1	3.03
21	-	1	3.03
22	-	1	3.03
23	-	1	3.03
24	-	1	3.03
25	-	1	3.03
26	-	1	3.03
27	-	1	3.03
28	-	1	3.03
29	-	1	3.03
30	-	1	3.03
31	-	1	3.03
32	-	1	3.03
33	-	1	3.03

Total number of Strata Lots

Total Unit Entitlement of Residential Strata Lots

33

33

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

Date:

.....
Rachel Ensink,
Director of Kingma Pacific Developments Corp.

**Exhibit 6
Form Y, Additional Bylaws**

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

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

Re: Strata Plan EPS7423, being a strata plan of:

PID: _____

Legal Description: _____

(the "Development")

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

BYLAWS

INDEX

DIVISION 1 -DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment of Strata Fees
2. Repair and Maintenance of Property by Owners
3. Use of Property
4. Inform Strata Corporation
5. *[Intentionally Deleted]*
6. Obtain Approval Before Altering Common Property
7. *[Intentionally Deleted]*

DIVISION 2- POWERS AND DUTIES OF STRATA CORPORATION

8. Repair and Maintenance of Property by Strata Corporation

DIVISION 3- COUNCIL

9. Council Size
10. Council Members' Terms
11. Removing Council Member
12. Replacing Council Member
13. Officers
14. Calling Council Meetings
15. Requisition of Council Hearing

- 16. Quorum of Council
- 17. Council Meetings
- 18. Voting at Council Meetings
- 19. Council to Inform Owners of Minutes
- 20. Delegation of Council's Powers and Duties
- 21. Spending Restrictions
- 22. Limitation on Liability of Council Member

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

- 23. Maximum Fine
- 24. Continuing Contravention

DIVISION 5- ANNUAL AND SPECIAL GENERAL MEETINGS

- 25. Person to Chair Meeting
- 26. Participation by Other than Eligible Voters
- 27. Voting
- 28. Order of Business

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

- 29. Voluntary Dispute Resolution

DIVISION 7- MARKETING ACTIVITIES BY OWNER DEVELOPER

- 30. Display Lot

DIVISION 8- ADDITIONAL BYLAWS

- 31-37. Additional Bylaws

DIVISION 1 — DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of strata fees

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

Repair and maintenance of property by owner

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

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

(3) An owner must obtain the written approval of the strata corporation before: (i) making an alteration to the owner's home on the owner's strata lot that involves the structure or exterior of such home; or (ii) erecting a garden shed, tool shed, tent-like covering or any other permanent or semi-permanent structure on the owner's strata lot.

(4) The strata corporation may withhold its approval under subsection (3), subject to a majority vote in favour of a resolution of the strata corporation approving the alterations passed at an annual or special general meeting of the strata corporation.

Use of property

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged animals;
- (c) up to 2 caged birds;
- (d) 2 dogs and 2 cats; and
- (e) A dog owner must not let a dog bark/howl such that it causes unreasonable disturbance to persons in the neighbourhood/vicinity for more than 10 minutes between the hours of 8 AM and 8 PM, or for any length of time between the hours of 8 PM and 8 AM.

(5) An owner, tenant, occupant, or visitor may not place any signs on a strata lot or in the window of any home on a strata lot without the prior written approval of the strata corporation, which may be unreasonably withheld.

Inform strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

5 [Intentionally Deleted]

Obtain approval before altering common property

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

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

7 [Intentionally Deleted]

DIVISION 2 — POWERS AND DUTIES OF STRATA CORPORATION

Repair and maintenance of property by strata corporation

8 (1) Except as outlined in Bylaw 38 below, the strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation; and
- (b) common property that has not been designated as limited common property.

DIVISION 3 — COUNCIL

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for re-election.

(3) to (5) [Repealed 1999-21-51.]

Removing council member

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

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

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

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

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES

Maximum fine

23 The strata corporation may fine an owner or tenant a maximum of

- (a) \$100 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS

Person to chair meeting

25 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

Voting

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

Order of business

- 28** The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and

(b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of

(a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 — MARKETING ACTIVITIES BY OWNER DEVELOPER

Display lot

30 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

(2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

DIVISION 8 — ADDITIONAL BYLAWS

Additional Bylaws

31 During the time that Kingma Pacific Developments Corp. (the “Developer”) remains the registered owner of any Strata Lots in the Development, the Developer shall have the exclusive right to control, occupy and use the Common Property and such unsold Strata Lots as display units and sales offices and to carry out such sales functions as the Developer deems necessary or desirable to enable the sale and marketing of all Strata Lots in the Development including, without limitation:

(a) erecting and placing directional, locational and advertising signage on and in the Common Property and on the Strata Lots owned by the Developer;

(b) encouraging and allowing prospective purchasers to view the Common Property and any Strata Lot owned by the Developer; and

(c) erecting and maintaining placards, flags and other like items for marketing, sales and advertising on the Common Property of the Development which shall be removed at the Developer's expense once all Strata Lots have been sold by the Developer.

32 In order to allow the Developer to market and sell any Strata Lots owned by the Developer, the Developer may, until the last Strata Lot has been sold by the Developer:

(a) designate for the Developer's exclusive use, any parking stalls located within the Common Property of the Development and intended for visitor use, for use by the Developer and its sales staff, agents and prospective purchasers;

(b) allow any portion of the Development to remain open during regular business hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to the Strata Lots owned by the Developer and access to the Common Property; and

(c) have unimpeded access for the Developer, its sales staff, agents, and prospective purchasers to the Common Property.

33 A Strata Lot owner may display on the Common Property and that owner's own Strata Lot a form of signage designed to attract pedestrians and passersby and which signage relates directly or indirectly to the sale of a Strata Lot. Provided that the strata corporation shall be entitled to stipulate, within reason, the location and maximum size of any owner's signage located on the Common Property.

- 34** [Intentionally Deleted]
- 35** Except as provided for in Bylaws 31 or 32 above, no signs, gates, billboards, placards, flags, notices or advertising shall be erected or displayed on or from any Strata Lot or the Common Property without the prior written approval of the strata council.
- 36** In the event that any owner violates the provisions of Bylaw 34 or 35 above, the Developer shall have the right to immediately remove such signage without notice and without any responsibility or liability to the owner for so doing.
- 37** The provisions of Bylaws 31, 32, 34, 35, 36 and this Bylaw 37 shall not be repealed, altered or amended in any way unless such repealing, altering or amending has been approved by a unanimous resolution approved by the owners of the strata lots, including the Developer if the Developer is the registered owner of any of the Strata Lots at the time such unanimous resolution is voted upon.
- 38** Each Strata Lot owner must reasonably maintain the structural integrity of all fencing that separates any portion of the owner's Strata Lot from any Common Property area. Such maintenance shall be in conformity to the strata corporation's maintenance of all other fencing that is on, or adjacent to, any Common Property. If, in the opinion of the strata council, any owner fails to adequately maintain the owner's portion of the Common Property fencing as required, the strata council shall provide to such owner written notice of the owner's failure to maintain the Common Property fencing and require that such owner maintain and repair the fencing within 30 days of receiving the notice. If such owner fails to perform the required maintenance or repair within 30 days, the owner shall permit the strata corporation's agents or employees to access the owner's Strata Lot for the purpose of performing the necessary maintenance or repairs and all costs associated with such fencing maintenance or repairs shall be borne exclusively by the appropriate Strata Lot owner.

- 39** A Strata Lot owner, or any other tenant or other occupier of a Strata Lot, shall not dispose of any garbage, refuse, grass clippings, leaves or other yard waste, dirt or soil on any portion of the Common Property.

Date: _____, 2021.

Rachel Ensink, Director of Kingma Pacific Developments Corp.

Exhibit 7
Preliminary Budget and Estimated Monthly Assessment for Each Strata Lot

The Plateau - Strata Corporation			
PROPOSED 2020-2021 OPERATING BUDGET			
			2020-2021
			<i>Proposed</i>
			Budget
INCOME			
Fees			29,240.00
Interest Income			0.00
Penalty Assessments			0.00
TOTAL INCOME			29,240.00
GENERAL EXPENSES			
Insurance			5,000.00
Insurance - Appraisal			850.00
Office & Miscellaneous			50.00
Management			7,485.00
Bank Charges			156.00
Professional Fees/Administration			500.00
Depreciation Report			0.00
TOTAL GENERAL EXPENSES			14,041.00
BUILDING EXPENSES			
Repair & Maintenance			1,000.00
Landscaping			2,500.00
Irrigation - Sprinkler System			0.00
Electricity			1,200.00
Street Sweeping			3,000.00
Waste Removal			0.00
Water and Sewer			0.00
Snow Removal			5,000.00
TOTAL BUILDING EXPENSES			12,700.00
RESERVE FUNDS			
Contingency Reserve Fund			2,499.00
TOTAL RESERVE FUNDS			2,499.00
TOTAL EXPENSES			29,240.00
NET INCOME			0.00
<i>Prepared by: HomeLife Advantage Realty Ltd.</i>			
<i>Property Management Division</i>			

The Plateau - Strata Corporation								
Proposed 2020-2021 Strata Fees								
Unit	Strata Lot	Unit Entitlement	Annual CRF Contribution	Monthly CRF Contribution	Annual Operating Contribution	Monthly Operating Contribution	Total Annual Fees	Monthly Strata Fees
1		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
2		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
3		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
4		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
5		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
6		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
7		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
8		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
9		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
10		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
11		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
12		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
13		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
14		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
15		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
16		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
17		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
18		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
19		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
20		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
21		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
22		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
23		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
24		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
25		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
26		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
27		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
28		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
29		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
30		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
31		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
32		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
33		1	\$75.73	\$6.31	\$810.33	\$67.53	\$886.06	\$73.84
		33	\$2,499.00	\$208.25	\$26,741.00	\$2,228.42	\$29,240.00	\$2,436.67

Exhibit 8

**Form J, Rental Disclosure Statement
Strata Property Act
Form J**

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

RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: Strata Plan EPS7423

This Rental Disclosure Statement is:

[XX] 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 the relation to the above-noted strata plan was filed on _____.

1. The development described above includes 33 residential bare land strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot	Date Rental Period Expires
Nil	N/A

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 33 residential bare land strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires
1 through 33	December 31, 2120

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

Date: _____, 2021

 Rachel Ensink, Director of Kingma Pacific Developments Corp.

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

Exhibit 9
Purchase Agreement

[see following 9 pages]

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

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

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

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

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

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

Costs to be Borne by the Seller

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

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.

- appraisal (if applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (e.g. empty home tax and speculation tax).

- 7. CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
- 8. RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
- 9. FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
- 10. REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the Realtor's position known to the buyer or seller in writing. Section 5-9 of the Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
- 11. RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
- 12. AGENCY DISCLOSURE:** (Section 21) all Realtors with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Realtors on a Contract of Purchase and Sale Addendum.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: eXp Realty (Branch) DATE: 2021

ADDRESS: 202 - 15388 24 Avenue Surrey BC PC: V4A2J2 PHONE: (833) 817-6506

PREPARED BY: Andrea Bravo MLS® NO: _____

SELLER: <u>Kingma Pacific Developments Corp.</u> SELLER: _____ ADDRESS: <u>38433 Old Yale Road</u> <u>Abbotsford BC</u> _____ PC: <u>V3G 1X4</u> PHONE: _____	BUYER: _____ BUYER: _____ ADDRESS: _____ _____ _____ PC: _____ PHONE: _____ OCCUPATION: _____
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PROPERTY:

UNIT NO. _____ ADDRESS OF PROPERTY _____

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____

PID _____ OTHER PID(S) _____

LEGAL DESCRIPTION

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

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

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

INITIALS

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PROPERTY ADDRESS

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

1. SUBJECT to the Buyer receiving and approving the following information and documentation on or before _____:

- Legal site survey of subdivision including final grading plan
- Disclosure of any Restrictive Covenants, Rights of Ways, Easements and any other adversely affecting conditions which will impact future use as a residential building lot
- Disclosure of Garage Pad Elevation (GPE) and Minimum Basement Elevation (MBE)

This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally.

2. SUBJECT to the Seller confirming the subject property will have unconditional final subdivision approval from the city of _____ and all other applicable authorities on or before _____. This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally.

3. SUBJECT to the Buyer perusing and approving an inspection report for said property, including water potability and supply testing if applicable to be performed by a Licensed Inspector of the Buyer's choice and at the Buyer's expense, on or before _____. This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally.

4. SUBJECT to the Buyer perusing and approving a current search on the state of title and being reasonably satisfied that there is nothing on title that would adversely affect their personal use and enjoyment of the property on or before _____. This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally. At the time of removal of this clause, the title search will be deemed to be attached and form an integral part of this contract. By removing this clause, the Buyer acknowledges any/all registered non-financial encumbrance(s) and their effect(s) on the use of the property along with any existing financial charges payable by utility companies on their own easements and/or rights of way as set out in the copy of the Title Search results.

6. SUBJECT to the Buyer obtaining financing on terms satisfactory to the Buyer on or before _____. Prior to removal of this subject, the Buyer agrees to provide the Buyers Agent with written confirmation of unconditional approval from the Buyers lending institution. This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally.

7. SUBJECT to the Buyer receiving and approving independent legal advice on or before _____. This clause is for the sole benefit of the Buyer and may be waived or removed by the Buyer unilaterally.

The Buyer acknowledges that the subdivision lot layout as shown in the seller's disclosure statement is subject to change at the discretion of the seller.

- The seller(s) warrant that at completion they will be able to clear title of all financial encumbrances save and except for existing financial charges payable by utility companies on their own easements and/or rights of way as set out in the copy of the Title Search.

- STATUTORY BUILDING SCHEME: The Buyer acknowledges and agrees that a statutory building scheme containing mandatory building design guidelines (the "Building Scheme") has been or will be registered on title of the Property and that the Buyer must comply with all aspects of the Building Scheme when constructing any and all improvements on the Property and when landscaping the Property.

The buyer and seller acknowledge and agree the buyer will pay a \$30,000.00 building compliance deposit (the "Compliance Deposit") to the seller upon completion. The Compliance Deposit is to be paid at the time of Completion, by way of Statement of Adjustments to the Developer, by the Buyer.

The Buyer(s) acknowledges that he/she has received a copy of the Building Scheme, been given opportunity to review the Building Scheme and approve of the Building Scheme as of _____.

The Buyer and The Seller further acknowledge and agree there will be a building plan approval fee of \$1,500.00 payable to Luke Kingma upon subject removal. This \$1,500.00 Building Plan approval fee is Non-refundable.

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.

INITIALS

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PROPERTY ADDRESS

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

- The Buyer is aware of Municipal property tax adjustments, as well as the Property Transfer Tax in the amount of 1% on first \$200,000.00, 2% on amounts between \$200,000.00 and \$2,000,000; 3% on amounts between \$2,000,000.00 and \$3,000,000.00 and 5% on amounts over \$3,000,000.00, as well as the 20% Property Transfer Tax that is applicable to Foreign National buyers for real estate purchased in the Capital Regional District, Fraser Valley, Central Okanagan and Nanaimo Regional District, may be payable at completion.
- The seller and buyer acknowledges that the real estate licensees are not qualified to give legal, accounting or tax advice, and that any questions regarding legal documents, including charges registered against title, accounting or taxes payable should be answered by independent legal counsel and/or accountants.
- The Buyer & Seller acknowledge that they have been advised to seek independent legal, accounting and any other professional advice regarding this contract of purchase and sale and any and all related documentation.
- If the Buyer(s) have directed the Buyer(s) Agent, or the sales associate writing this contract for the unrepresented Buyer(s), to waive their right(s) to any subjects including but not be limited to financing, inspection, title search, insurance, property disclosure statement, the Buyer(s) acknowledge being advised of and accepts the consequences of doing so.
- If the Buyer(s) are offering a purchase price above the listed and advertised price, the Buyer(s) acknowledges and accepts the consequences of doing so.
- Further to #6 "Adjustments" the Buyer(s) and Seller(s) herein agree that if the property that is being purchased is in a City, District or Municipality (Designated taxable region) that assesses a Speculation and Vacancy tax (SVT), such tax will be the sole obligation of the Seller(s) to pay. If applicable, the amount of the tax owing will be reflected in the statement of adjustments of the Buyer(s) lawyer or notary public. The Seller(s) will provide a true copy of their most recent "Declaration for Exemption" for SVT and "Property Status Declaration" for EHT, and any other evidence as required including a statutory declaration if required by the Buyers lawyer or notary public.
- The Buyer is aware of a monthly levy of \$_____ which covers those items shown as expenses in the financial statements of the strata corporation.
- The Buyer acknowledges that the property is Bareland Strata.
- The Buyer acknowledges that they have received a copy of the Disclosure Statement dated _____ including all amendment thereto and acknowledges having had an opportunity to read the developer's Disclosure Statement.
- The Buyer acknowledges having received and signed and/or initialed a Disclosure of Remuneration/Referrals in accordance with the Real Estate Services Act before the presentation of this contract of purchase and sale.
- The Seller represents and warrants to the Buyer that: a) To the best of the Seller's knowledge, information and belief, the property does not contain any urea formaldehyde foam insulation, asbestos, PCB transformers, underground storage tanks or containers, hazardous, toxic or contaminated soils or materials, or archaeological, heritage or historical features, Japanese Knotweed or other invasive plant species.
- Notwithstanding any and all representation made, The Buyer is satisfied with the size, measurements and other information of the dwelling(s) and/or land(s) and acknowledges that the size, measurements, zoning information and allowable land use provisions, and other information they have received regarding the dwelling(s) and/or land(s) while thought to be accurate, is not guaranteed to be accurate, and if important to the Buyer, should not be relied upon without verification with the proper authorities by the Buyer and/or the Buyers Agents themselves prior to contract becoming firm.

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*.

INITIALS

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PROPERTY ADDRESS

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

- The Buyer understands that neither the listing or selling brokerages and their representatives warrant or guarantee information on the property received from the strata manager or Strata Corporation or any other party. The Buyer has been advised to carefully read these documents and to confer with professional advisors of their choice. Additional information can be requested from the seller or from an independent source, including the strata corporation, legal representative or land titles offices.
- The Buyer & Seller acknowledges reading and understanding the "Information about the Contract" that is commonly on the back of page one of this Contract of Purchase and Sale or otherwise contained in this Contract of Purchase and Sale.
- The Buyer acknowledges that they are responsible to for any and all GST associated with the purchase of the above property.
- The Buyer & Seller confirm that they have been advised to seek independent GST advice concerning the obligation, if any, to collect and/or remit GST including the transition tax payment, exemptions, or the right to apply for a rebate (if applicable).
- Buyer and the Seller agree to allow respective sales representatives to disclose the final purchase price of the subject property to the public in any advertisements anytime after becoming firm.
- Seller to allow access for trades or other purposes anytime prior to the completion date with reasonable notice from the Buyers Agent.
- Sellers authorization;

To Whom It May Concern:

We herein authorize you (The City/District/Municipality, Strata Management Company/Corporation/Council, any other authority or agency) to provide The Buyer(s) or the Buyers Designated Representative, with any and all information and documentation that they request in order for the Buyer(s) and/or the Buyers Designated Representative to perform their due diligence in verifying information that they have received regarding the Purchase and Sale of our property.

- Confidentiality; The Buyer(s) and Seller(s) agree that the terms and conditions of this Contract of Purchase and Sale shall not be disclosed without the prior written consent of both the Buyer(s) and Seller(s).

- Stigmatized Properties; The seller(s), to the best of their knowledge will disclose to the Buyer(s), prior to acceptance of this offer, if the Seller(s) are aware of; the death of any persons on the property, any former residents of the property that were suspected of being organized crime or gang members, any sexual offenders living in the area, or any robberies or vandalizations on the property. This warranty shall survive and not merge on the completion of this contract.

- The buyer and seller agree that the completion date, possession date and adjustment date (as defined below) will be 30 days after a the Seller has provided written notice to the Buyer(s), or the Solicitor of the Buyer(s), that a separate title to the Property has been issued by the applicable Land Title Office. In the event that the completion date falls on a Saturday, Sunday or Statutory Holiday, the completion date, adjustment date and possession date will each be deemed to be the following business day.

- The buyer and seller agree that this contract can not be assigned without the written approval of the seller as per clause 20A.

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*.

INITIALS

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PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on _____, yr. _____ (Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ m. on _____, yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING:

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____ yr. _____.
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer, 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.
11. **A. 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, if requested by the Buyer's Conveyancer, 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 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*.

INITIALS

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PROPERTY ADDRESS

- 11. B. 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 "REALTOR®(s)") described in Section 21, the real estate boards of which those Brokerages and REALTOR®s 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;

INITIALS

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

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

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

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

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

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INITIALS

A. The Seller acknowledges having received, read and understood 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 Andrea Bravo (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to eXp Realty (Branch) (Brokerage).

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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)/REALTOR®(s)) who is/are licensed in relation to eXp Realty (Branch) (Brokerage).

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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)/REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated _____.

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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.

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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

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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.

WITNESS BUYER SEAL PRINT NAME
WITNESS BUYER SEAL PRINT NAME

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.

WITNESS SELLER SEAL Kingma Pacific Developments Corp. PRINT NAME
WITNESS SELLER SEAL PRINT NAME