

**DISCLOSURE STATEMENT OF
CROWN ISLE (COURTENAY) TOWNHOMES LIMITED PARTNERSHIP**

623 CROWN ISLE BOULEVARD

JUNE 30, 2020

Developer: **CROWN ISLE (COURTENAY) TOWNHOMES LIMITED PARTNERSHIP**

Address For Service: 3rd Floor, 26 Bastion Square
Victoria, British Columbia V8W 1H9

Business Address: **111 – 2036 Island Highway South
Campbell River, BC Canada V9W 0E8**

Development: **A forty (40) unit phased strata townhome development**

Developer's Brokerage: The Developer intends to market the strata lots for sale under this Disclosure Statement using the licensed real estate brokerage services of Max Wright Real Estate, doing business as Sotheby's International Realty Canada, having a business address of #752 Douglas Street, Victoria, BC V8W 3M6

DISCLAIMER

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province Of British Columbia, has determined the merits of any statement contained in the disclosure statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Developer to disclose plainly all material facts, without misrepresentation.

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

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the Purchase Agreement. That information has been drawn to the attention of _____ who has confirmed that fact by initialing in the space provided here _____.

RIGHT OF RESCISSION

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

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to:

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

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

TABLE OF CONTENTS

Section	Page
1. The Developer	5
2. General Description	7
2.1 General Description of the Development	6
2.2 Permitted Use	8
2.3 Phasing	7
3. Strata Information	7
3.1 Unit Entitlement	7
3.2 Voting Rights	10
3.3 Common Property and Facilities	10
3.4 Limited Common Property	8
3.5 Bylaws	9
3.6 Parking	10
3.7 Furnishings and Equipment	10
3.8 Budget	10
3.9 Utilities and Services	13
3.10 Strata Management Contracts	14
3.11 Insurance	14
3.12 Rental Disclosure Statement	15
4. Title and Legal Matters	15
4.1 Legal Description	15
4.2 Ownership	12
4.3 Existing Encumbrances and Legal Notations	13
4.4 Proposed Encumbrances	13
4.5 Outstanding or Contingent Litigation or Liabilities	14
4.6 Environmental Matters	14
5. Construction and Warranties	14
5.1 Construction Dates	14
5.2 Construction Warranties	15
5.3 Previously Occupied Building	16
6. Approved Financing	16
6.1 Development Approval	16
6.2 Construction Financing	16

7.	Miscellaneous	17
	7.1 Deposits.....	17
	7.2 Purchase Agreement	17
	7.3 Developer’s Commitments	17
	7.4 Other Material Facts	17
8.	Signatures	18
	Certification of Solicitor.....	19
	Exhibits	20
	Exhibit “A” Development Permit	
	Exhibit “B” Preliminary Strata Plan	
	Exhibit “C” Zoning	
	Exhibit “D” Form P Phased Strata Plan Declaration	
	Exhibit “E” Schedule of Unit Entitlement	
	Exhibit “F” Strata Corporation Bylaws	
	Exhibit “G” Estimated Budget and Monthly Assessments	
	Exhibit “H” Rental Disclosure Statement	
	Exhibit “I” Restrictive Covenant	
	Exhibit “J” Contract of Purchase and Sale	

1. DEVELOPER

Name of Developer: Crown Isle (Courtenay) Townhomes Limited Partnership
(the “**Developer**”)

1.1 The Developer is a British Columbia Limited Partnership formed on July 10, 2019 and registered with BC Registry Services (Reg No. LP782275).

The general partner of the Developer is Crown Isle (Courtenay) Townhomes GP Inc., British Columbia company in good standing, incorporated on June 14, 2019 under number BC1212708.

The Lands (as that term is defined in paragraph 4.1 below) are held by 1212715 B.C. Ltd. (the “**Trustee**”) as nominee, agent and bare trustee for the Developer. The Trustee is a British Columbia company in good standing, incorporated on June 14, 2019 under number BC1212715.

1.2 The Developer, the General Partner and the Trustee were formed and incorporated for the purpose of developing the strata lots described in this Disclosure Statement. The Developer, the General Partner and the Trustee have no significant assets other than the Lands (as that term is defined in paragraph 4.1 below).

1.3 The Developer, the General Partner and the Trustee all have a registered and records office at 26 Bastion Square, Third Floor – Burnes House, Victoria, British Columbia V8W 1H9.

1.4 The General Partner and the Trustee each have the same two (2) director(s), namely:

Sean Roy
Terry Hoff

1.5 **Background of the Developer, Directors and Officers**

(a) The Developer was formed on July 10, 2019 for the purposes of acting as the Developer, and as such, it has no previous real estate development experience other than its experience to date with the Development.

Sean Roy is a director of the General Partner and the Trustee. Mr. Roy has over 20 years of experience in real estate development and during that period he has developed over 7000 apartment units, large scale commercial developments, and over 500 single family homes across Western Canada.

Terry Hoff is a director of the General Partner and the Trustee. Mr. Hoff has over 37 years of management experience and 25 years of experience in real estate

ownership and property management, during that period Mr. Hoff has owned and property managed numerous single-family dwellings and multi-family developments. Mr. Hoff oversees all operational matters of the Developer to ensure successful completion and transition to sale on the Developer's development sites.

- (b) To the best of the Developer's knowledge, neither the Developer nor any principal holders of the Developer nor any director or officer of the Developer or principal holder, within ten (10) years before the date of the Developer's declaration attached to the Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or a regulatory authority, relating to the sale, lease, promotion or management of real estate or securities or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, or any director or officer of the Developer or principal holder has within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, declared bankruptcy or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five (5) years prior to the date of the Developer's declaration attached to Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity:
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and describe any penalties or sanctions imposed, or
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

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

2. GENERAL DESCRIPTION OF THE DEVELOPMENT

- 2.1 **Description.** The Developer intends to construct, on the Lands, a forty (40) unit phased townhome development (the "**Development**") to be constructed in 4 phases. The Development will include private parking (described in Part 3 of this Disclosure Statement).

It is expected that the Development, when completed, will consist of forty (40) strata titled residential townhome units on the Lands (collectively, the "**Strata Lots**" and each a "**Strata Lot**"), all to be stratified in accordance with the provisions of the *Strata Property Act*.

In the first phase of the Development ("**Phase 1**") the Developer intends to subdivide a portion of the lands to create a total of 10 Strata Lots. In the second phase of the Development ("**Phase 2**"), the Developer intends to subdivide a portion of the lands to create a total of 10 Strata Lots. In the third phase of the Development ("**Phase 3**"), the Developer intends to subdivide a portion of the lands to create a total of 10 Strata Lots. In the fourth phase of the Development the Developer intends to subdivide a portion of the lands to create a total of 10 Strata Lots ("**Phase 4**").

The townhome units will be woodframe construction on concrete slab foundation. Exterior finishes will include cement fibre, wood, and metal finishes with black vinyl windows. The roof surfaces will be a standing seam metal. Interior finishes will include heated tile in the main bathroom and ensuite, laminate wood in the powder room, laundry room, main living areas, corridors, stairwells, and bedrooms. Cabinetry will have a white finish on lower cabinets with pure white quartz countertop and white finish on uppers.

The City of Courtenay issued a Development Permit on March 28, 2019 under number 3060-20-1825. A copy of the Development Permit is annexed to this Disclosure Statement at Exhibit 'A'.

The City of Courtenay has issued Building Permits for the Development on March 12, 2020 under numbers:

Phase 1

2 Story (5 plex) – BP-014525

2 Story (5 plex) – BP-014526

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

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

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

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

It is anticipated that, upon the completion of the Development, the civic address of the Development will be 623 Crown Isle Boulevard, Courtenay, British Columbia with individual unit numbers for all strata lots. However, that address is subject to change as may be required by the City of Courtenay.

- 2.2 **Permitted Use.** The Lands are within the Comprehensive Development One Zone (CD-1) Crown Isle (Block 72) described at pages 159 through 165 (copies of those pages are attached as Exhibit 'C') of the City of Courtenay Zoning Bylaw No. 2500, 2007 (the "**Zoning Bylaw**"). Strata Lots are restricted to the uses described in section 8.32.2 Permitted Land Uses of the Zoning Bylaw. Prospective purchasers must review the entire Zoning Bylaw and not just the portions included as Exhibit 'C'.

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

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

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

Address: 830 Cliffe Avenue, Courtenay, BC V9N 2J7

Telephone: 250-334-4441

email: planning@courtenay.ca

- 2.3 **Phasing.** The Development is a phased strata development. A phased strata development is one that is completed in parts (phases) and all completed parts become one Strata Corporation upon the registration of the strata plan for each successive phase. The Developer currently intends for the Development to consist of 40 strata units, involving Phases 1 to 4, described in the Phased Strata Plan Declaration (Strata Property Act Form P) (the “**Form P**”) annexed at Exhibit ‘D’.

Each phase of the Development consists of strata lots, as follows:

Phase 1 – ten (10) Strata Lots

Phase 2 – ten (10) Strata Lots

Phase 3 – ten (10) Strata Lots

Phase 4 – ten (10) Strata Lots

The Developer is currently marketing Phase 1 of the Development. Prospective purchasers are cautioned that the Developer is entitled not to proceed with subsequent phases of the Development.

In order to construct the Development in phases, the Developer requires approval from the Approving Officer (the “**Approving Officer**”) of the City of Courtenay. The Form P, is expected to be signed by the Approving Officer in due course. The approved Form P will be registered at the Land Title Office concurrently with the Phase 1 Strata Plan.

The Form P describes important aspects of the Development including the location, area and the estimated dates of the commencement and completion of the construction of each phase of the Development. The Form P only estimates a construction completion date, for an accurate possession date refer to the Purchase Agreement. The Strata Plan for each phase must agree with the approved Form P, any changes to the Form P will require the approval of the Approving Officer in connection with the phasing of the Development as set out in the Form P, upon compliance with the provisions of the *Strata Property Act* (British Columbia).

3. STRATA LOT INFORMATION

- 3.1 **Unit Entitlement.** The unit entitlement for each Strata Lot means the number indicated in the schedule of unit entitlement established under Section 246 of the *Strata Property Act* that is used in calculations to determine the strata lot's share of:
- (a) the common property and common assets; and
 - (b) the common expenses and liabilities of the Strata Corporation.

The unit entitlement for each residential Strata Lot in the Development is equal to the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

The *Strata Property Act* proposed Form V Schedule of Unit Entitlement for Phase 1 of the Development is annexed at Exhibit 'E' to this Disclosure Statement. The Form V Schedule of Unit Entitlement for each phase will be filed in the Land Title Office concurrently with deposit of the strata plan for that phase. Unit entitlement calculations shown in Exhibit 'E' for unfiled phases are approximate and may vary from the final calculations shown on the final Schedule of Unit Entitlement.

- 3.2 **Voting.** Each strata lot will be granted one vote in the Strata Corporation.
- 3.3 **Common Property and Facilities.** The common property may include common buildings, terraces, balconies, gardens, access roads, driveways, pathways, ramps, stairs, decks, parking, storage lockers, bicycle storage, and electrical and mechanical rooms. The precise size and location of the common property will appear on the Strata Plan. Other than what is described in this paragraph, there will be no common assets.
- 3.4 **Limited Common Property.** Limited Common Property ("**Limited Common Property**") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners.

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

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

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

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

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

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

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

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

Pets are limited to the following:

- (a) A reasonable number of fish or other small aquarium animals;
- (b) A reasonable number of small caged mammals;
- (c) Up to 2 caged birds;
- (d) Dogs or cats, provided that the total number of dogs and cats does not exceed two (2).

- 3.6 **Parking.** Each Strata Lot will have a garage and a driveway as part of the Strata Lot in the size and location shown on the Preliminary Strata Plan. Visitor parking will be provided within the 7 surface parking stalls provided on site and will be assigned by the strata corporation.

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

- 3.7 **Furnishings and Equipment.** The Strata Lots will include a five piece appliance package. Buyers will have the option to purchase the following equipment which can be added and included into the purchase price (substitutions may be made based on market availability):

Appliance Package Upgrade Option:

Samsung Upgrade Package

- Refrigerator – Model # RF24R7201SR – Stainless
- Range - Model # NX58H9500WS – Stainless
- Dishwasher – Model # DW80R9950US – Stainless
- Washer – Model # WF45R6100AP - Grey
- Dryer - Model # DVE45T6100P - Grey

Electric Vehicle Charging Station in Garage

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

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

The budget and assessments after the first twelve (12) months will be established by the owners of the strata lots in accordance with the provisions of the *Strata Property Act* and the bylaws of the strata corporation. The monthly assessments are payable by the owners of the Strata Lots. Electricity, telephone and cablevision are separately metered

and payable by the owners of those Strata Lots. Water is not separately metered and the cost of this utility is payable by way of monthly assessments.

3.9 Utilities and Services.

- (a) **Water** – The Developer will, at its cost, install water lines to each strata lot. Water is available from the City of Courtenay and/or Comox Valley Regional District water system but is not separately metered. The cost of this utility is payable by way of monthly assessments.
- (b) **Electricity** – Power lines have been installed to the boundary of each lot. Electricity is provided by B.C. Hydro and Power Authority and installation of power lines from the boundary of a lot and the payment of connection charges are the responsibility of a purchaser.
- (c) **Sewage** – A sewage system is available to the Development and will be connected to the municipal sewage works operated by the City of Courtenay and/or Comox Valley Regional District.
- (d) **Telephone** – Telephone lines will be installed to the boundary of each lot. The installation of telephone lines from the boundary of a lot and the payment of hook-up charges are the responsibility of a purchaser.
- (e) **Natural Gas** – The Development will be serviced with gas provided by FortisBC. The payment of connection charges are the responsibility of a purchaser.
- (f) **Garbage Collection** – Residential garbage and recycling is the responsibility of the Strata Corporation.
- (g) **Street Lighting** – The Development will have street level lighting on Crown Isle Boulevard.
- (h) **Access** – The Strata Lots will be accessed from Crown Isle Boulevard in Courtenay, British Columbia.
- (i) **Sidewalks** – The Development will include public sidewalks, as shown on the preliminary strata plan.
- (j) **Fire Protection** – Fire protection for the Strata Lots is provided by the City of Courtenay Fire Department. The Fire Hall is currently located at 650 Cumberland Road, Courtenay, British Columbia, approximately 18.4 km metres from the Development.

- (k) **Police Protection** – Police protection for the Strata Lots is provided by the Royal Canadian Mounted Police. The nearest detachment is located at 800 Ryan Road, Courtenay, British Columbia, approximately 2.7 km metres from the Development.

3.10 **Strata Management Contracts.** The Developer will cause the Strata Corporation created on filing of the Strata Plan to enter into a property management agreement with a qualified strata management company. The Strata Corporation or the manager on the Strata Corporation's behalf will enter maintenance and servicing contracts and such contracts will deal with the common property and common assets, if any, of the Strata Corporation.

Any contract entered into by or on behalf of the Strata Corporation for the provision of strata management services to the Strata Corporation may be cancelled, without liability or penalty, despite any provision of the contract to the contrary:

- (a) by the Strata Corporation on two (2) months' notice if the cancellation is first approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting, or
- (b) by the other party to the contract on two (2) months' notice.

3.11 **Insurance.** The Developer will place the following insurance coverage with respect to the Development:

- (a) 3 Story Buildings:

(i) a minimum builders risk broad form insurance policy of course of construction in the amount of \$1,550,000.00 on the units to be constructed with a deductible for earthquake of the greater than, \$100,000 or fifteen (15.00%) percent, flood damage of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS and a deductible for other losses up to FIVE THOUSAND (\$5,000.00) DOLLARS.

(ii) a comprehensive liability insurance policy in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS."

- (b) 2 Story Buildings:

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

(ii) a comprehensive liability insurance policy in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS.”

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

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

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

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

3.12 **Rental Disclosure Statement.** No restrictions will be imposed on the rental of any Strata Lots, and the Developer reserves the right to rent the strata lots. A Rental Disclosure Statement will be filed by the Developer with the Superintendent of Real Estate pursuant to Section 139(1) of the *Strata Property Act* in the form annexed at Exhibit “H”. **Although the Developer has not restricted rentals, the Strata Lots may be subject to other restrictions imposed by the City of Courtenay or other authority, from time to time, with respect to the short-term rental of transient accommodation.**

4. TITLE AND LEGAL MATTERS

4.1 **Legal Description.** The Strata Lots will be constructed on the lands situate at 623 Crown Isle Boulevard, Courtenay, British Columbia, currently described as Parcel Identifier 030-826-357, Lot B Block 72 Comox District Plan EPP91580 (the “**Lands**”).

4.2 **Ownership.** The Lands are held by the Trustee as nominee, agent and bare trustee for the Developer.

4.3 Existing Encumbrances and Legal Notations.

COPIES OF ALL CHARGES CAN BE OBTAINED FROM THE LAND TITLE OFFICE. CHARGES ATTACHED AS EXHIBITS ARE FOR REFERENCE ONLY; PROSPECTIVE PURCHASERS MUST CONDUCT THEIR OWN DUE DILIGENCE WITH RESPECT TO EACH CHARGE REGISTERED AGAINST THE LANDS, ANY OF THE STRATA LOTS OR THE COMMON PROPERTY.

(a) Legal Notations

- (i) **This Title may be affected by a Permit under Part 26 of the Local Government Act, see CA5171884, this charge relates to the City of Courtenay issuing a Development Variance Permit;**
- (ii) **Hereto is annexed Easement CA72600400 over that Part of Lot 1, 12, and 13 Plan EPP76929 shown in Plan EPP76964, an easement in favour of the Lands granting rights to install, maintain and operate a system of sewer and drainage works on properties neighbouring the Lands.**
- (iii) **This Title may be affected by a Permit under Part 14 of the Local Government Act, see CA7421498, this charge relates to the City of Courtenay issuing a Development Permit;**
- (iv) **Hereto is annexed Easement CA7566104 over that Part of Lot A Plan EPP91580 shown on Plan EPP92055, a reciprocal easement in favour of the neighbouring Lot A property and corresponding covenants in favour of the City of Courtenay to provide access to the Lands and Lot A through a private road on both Lot A and the Lands.**
- (v) **Zoning Regulation and Plan under the Aeronautics Act (Canada) filed 15.12.80 under No. DF J128558 (See K24125 and K95595), the following charge sets out restrictions on development of the Lands due to the Lands being in the vicinity of an airport.**
- (vi) **Hereto is annexed Restrictive Covenant FB313935 over Lot 1, Block 72, Plan VIP87389, a Restrictive Covenant in favour of the Lands restricting the use of a neighbouring property from being used for any purpose other than an automotive retailer.**
- (vii) **This Title may be affected by a Permit under Part 26 of the Local Government Act, see FB397185, this charge relates to the City of Courtenay issuing a Development Variance Permit.**

(b) Charges, Liens and Interests

- (i) **Exceptions and Reservations M76300**, reserves specific undersurface rights as well as certain other exceptions and reservations to the Esquimalt and Nanaimo Railway Company.
- (ii) **Exceptions and Reservations EC138030**, modification of M76300
- (iii) **Covenant EM23597**, a covenant on the owner of the Lands to pay certain amounts to the City of Courtenay as a condition of subdivision of the Lands.
- (iv) **Restrictive Covenant FB377893**, a restrictive covenant in favour of Costco Wholesale Canada Ltd. that restricts a portion of Lands from being used for a grocery store or similar retail outlet that sells merchandise in large or bulk quantities and other similar restrictions as set out in the document. A copy of this document is included under Exhibit 'J'.
- (v) **Statutory Right of Way CA4851294**, a statutory right of way in favour of the City of Courtenay to enter upon the Lands to construct, maintain and alter a system of stormwater and sewer works on the Lands to service the Development.
- (vi) **Statutory Right of Way CA4851296**, a statutory right of way in favour of the City of Courtenay to enter upon the Lands to construct, maintain and alter a sanitary sewer system on the Lands to service the Development.
- (vii) **Covenant CA5007300**, a covenant in favour of the City of Courtenay requiring the Developer to construct a fence and construct a walkway in and around the Development as a condition of the City's approval of the subdivision.
- (viii) **Statutory Right of Way CA7260056 and Covenant CA7260058**, a statutory right of way and covenant in favour of the City of Courtenay to enter upon the Lands to construct, maintain and alter a system of stormwater and sewer works on the Lands to service the Development.
- (ix) **Covenant CA7566105, Easement CA7566107 and Covenant CA7566108**, a reciprocal easement in favour of the neighbouring Lot A property and corresponding covenants in favour of the City of Courtenay to provide access to the Lands and Lot A through a private road on both Lot A and the Lands.
- (x) **Easement CA7566110 and Covenant CA7566112**, an easement in favour of the neighbouring Lot A and a covenant in favour of the City of

Courtenay, to allow the Lot A owner to enter upon the Lands to construct, maintain and alter a system of stormwater and sewer works on and under the Lands.

- (xi) **Restrictive Covenant CA7670946**, a restrictive covenant in favour of the neighbouring Lot A that restricts development on the Lands to a maximum of 40 residential units, as well as requires the design of the Development to be approved by the owner of Lot A.
- (xii) **Mortgage CA7670998 and Assignment of Rents CA7670999**, in favour of Canadian Western Bank, to be discharged from title to the Lands in the manner provided in Section 6.2 below.
- (xiii) **Statutory Right of Way CA8233599**, in favour of FORTISBC Energy Inc. for the installation, use and maintenance of specific utilities, improvements and works.

4.4 **Proposed Encumbrances.**

- (a) The Developer may file a legal notation against the Lands in the form of a Form P Phased Strata Plan Declaration as attached to this Disclosure Statement as Schedule B;
- (b) Statutory rights of way in favour of utilities and other service providers in substantially the forms required by each supplier, for the provision of electricity, water, and telecommunications.
- (c) Such other legal notations, covenants, easements or statutory rights of way as may be required by any utility, local government or other public authority to service the Strata Lots and the common property or which in the opinion of the Developer will benefit the Strata Lots charged therewith.
- (d) Limited Common Property designations, as shown on the Strata Plan.
- (e) The Developer may file a Phased Strata Reciprocal Access Agreement across the Common Property of completed phases of the Development in order to allow works required for the benefit of subsequent phases and the Development to occur.

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

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

5. **CONSTRUCTION AND WARRANTIES**

5.1 **Construction Dates.**

For the purposes of this Section 5.1:

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

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

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

Commencement of construction for Phase 1 occurred on April 30, 2020. The estimated date range of completion of construction of Phase 1 is April 30, 2020 to June 30, 2021.

The estimated date range for commencement of construction for Phase 2 is March 1, 2021 to May 1, 2021 and the estimated date range of completion of construction is April 30, 2022 to June 30, 2022.

The estimated date range for commencement of construction for Phase 3 is March 1, 2022 to May 1, 2022 and the estimated date range of completion of construction is April 30, 2023 to June 30, 2023.

The estimated date range for commencement of construction for Phase 4 is March 1, 2023 to May 1, 2023 and the estimated date range of completion of construction is April 30, 2024 to June 30, 2024.

These dates are estimated only and may vary based on construction factors or market conditions, and are subject to the provisions of the Purchase Agreement and the dates for commencement and completion set out on the Form P attached as Exhibit “D”.

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

5.2 **Construction Warranties.**

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

The plans and specifications for the Development, including those submitted for building permit and municipal approval purposes, are often altered during construction to meet changes in site conditions, available building products, changes to building codes, changes requested by purchasers and industry conditions. Any changes are to be approved by the appropriate professional consultants, and are to be made in accordance with the applicable building code. For these reasons, the Development is warranted by the Developer to be constructed in general conformance with the plans and specifications approved for the issuance of the building permits or approved in accordance with Section 242 of the *Strata Property Act*, but is not warranted to be in specific or exact conformance with those plans and specifications.

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

5.3 **Previously Occupied Building.** The Development will not occupy a previously occupied building.

6. **APPROVALS AND FINANCES**

6.1 **Development Approval.** The City of Courtenay has issued the following building permits in relation to the Development and, as such, the Developer has met the preliminary requirement for marketing strata lots under section 5(1)(b) of the Real Estate Development Marketing Act:

Phase 1

- (a) Building D – BP-014525
- (b) Building E – BP-014526

The City of Courtenay issued a Development Permit on March 28, 2019 under number 3060-20-1825.

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

- 6.2 **Construction Financing.** The Developer has obtained a satisfactory financing commitment from Canadian Western Bank (the “**Construction Lender**”) for financing to construct the Phase 1 and Phase 2 of the Development, secured by those charges listed in sub-paragraph 4.3(b)(xii) of this Disclosure Statement (the “**Construction Security**”). The Developer has made arrangements with the Construction Lender for discharge of the Construction Security from each Strata Lot within a reasonable period after sale proceeds are paid by a purchaser. In no event will an amount greater than the net sale proceeds for each Strata Lot be required by the Construction Lender as a condition for the discharge of the Construction Security against such Strata Lot.

7. MISCELLANEOUS

- 7.1 **Deposits.** All monies received from purchasers in British Columbia will be held in trust by **Cox Taylor, Barristers and Solicitors**, as stakeholder, in the manner required by the *Real Estate Development Marketing Act*.

7.2 Purchase Agreement.

- (a) The Developer will offer the Strata Lots for sale upon the terms and conditions set out in the form of contract annexed to this Disclosure Statement at Exhibit “J” (the “**Purchase Agreement**”).
- (b) Provision is made in Paragraph 9 for the Developer to extend the closing date beyond the target date set out in the Purchase Agreement where:
 - (i) there has been any delay in registration of the Strata Plan, for any reason; and
 - (ii) the Developer has provided at least fourteen (14) days written notice of delay to the Buyer,

and in that case, the closing date will be extended by one or more periods equal to the duration of such delay, as estimated by the Developer, to a maximum aggregate period of delay not exceeding three hundred sixty-five (365) days. The closing date may also be extended in the circumstances described in Schedule B or Schedule C of the Purchase Agreement, if any.

- (c) In accordance with Policy Statement 16 issued by the Superintendent of Real Estate and Paragraph 21 of the Purchase Agreement:
- (i) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
 - (xiv) **WITHOUT THE DEVELOPER'S PRIOR CONSENT, ANY ASSIGNMENT OF A PURCHASE AGREEMENT IS PROHIBITED.**
 - (xv) Each proposed party to an assignment agreement must provide the Developer with the information and records required under the *Real Estate Development Marketing Act*.
 - (xvi) Before the Developer consents to an assignment of a purchase agreement, the Developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
 - (a) the party's identity;
 - (b) the party's contact and business information;
 - (c) the terms of the assignment agreement.
 - (v) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**
- (d) In accordance with Paragraph 21 of the Purchase Agreement, the Purchase Agreement may not be assigned by a buyer unless and until:

- (i) the buyer has delivered to the Developer's lawyers all deposits then due, the receipt of which has been acknowledged by the Developer's lawyers, in writing;
 - (ii) the assignment is in writing (the "**Assignment Agreement**"), in form and substance approved by the Developer, acting reasonably, and includes, without limitation, the explicit agreement of the buyer and the assignee:
 - (A) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment;
 - (B) to provide the Developer with the information and records required under the *Real Estate Development Marketing Act*;
 - (iii) the buyer has paid, to the Developer, an administrative fee equal to the greater of \$5,000.00 and fifty percent of any fee paid directly or indirectly to the buyer, as assignor, by or on behalf of the assignee, plus goods and services tax, as consideration for the Developer's consent to assignment and as reimbursement of the Developer's associated legal and administrative costs;
 - (iv) the Developer has executed the Assignment Agreement.
- (e) In accordance with Paragraph 4 of the Purchase Agreement, deposits will be held in a non-interest-bearing trust account.
- (f) Paragraph 24 of the Purchase Agreement set out that the Developer may terminate a Purchase Agreement by giving 10 days written notice to a Buyer:
- (i) if the Strata Plan, for any reason, is not registered in the Land Title Office within one year after the target date set in the Purchase Agreement;
 - (ii) if the Developer determines that it is necessary to redesign the development such that the proposed layout, location, design, or area of the Development will be materially different from what is shown in the Disclosure Statement;
 - (iii) if the Developer does not enter into agreements to sell at least twenty-five (25.0%) percent of the residential strata lots in Phase 1 of the Development on or March 31, 2021; or
 - (iv) if at any time before March 31, 2021 the Developer determines that the construction of the Development is not economically feasible.

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

7.4 **Other Material Facts.** None.

8. SIGNATURES

DEEMED RELIANCE

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

DECLARATION

THE FOREGOING STATEMENTS DISCLOSE, WITHOUT MISREPRESENTATION, ALL MATERIAL FACTS RELATING TO THE DEVELOPMENT REFERRED TO ABOVE, AS REQUIRED BY THE *REAL ESTATE DEVELOPMENT MARKETING ACT* OF BRITISH COLUMBIA, AS OF THE 19 DAY OF JUNE 2020.

CROWN ISLE (COURTENAY) TOWNHOMES LIMITED PARTNERSHIP

by its general partner, **Crown Isle (Courtenay) Townhomes GP Inc.**

Per:



SEAN ROY, DIRECTOR

1212715 B.C. LTD.

Per:



SEAN ROY, DIRECTOR

SIGNED, SEALED AND DELIVERED

in the presence of:

Monique Hebert

Name

111-2036 1st. Hwy S

Campbell River, BC

Address

Operations Manager

Occupation

SIGNED, SEALED AND DELIVERED

in the presence of:

Monique Hebert

Name

111-2036 1st. Hwy S

Campbell River, BC

Address

Operations Manager

Occupation



SEAN ROY, DIRECTOR OF
Crown Isle (Courtenay) Townhomes GP Inc



TERRY HOFF, DIRECTOR OF
Crown Isle (Courtenay) Townhomes GP Inc

EXHIBITS

Exhibit A
Development Permit

THE CORPORATION OF THE CITY OF COURTENAY

Planning Services
830 Cliffe Avenue
Courtenay BC V9N 2J7



phone: (250) 703-4839
fax: (250) 334-4241
planning@courtenay.ca

File No.: 3060-20-1825
DP000033

March 28, 2019

WESTURBAN DEVELOPMENTS LTD
1-1170 SHOPPERS ROW
CAMPBELL RIVER BC V9W 2C8

Attention: Frank Limshue

Re: Development Permit 3060-20-1825
CROWN ISLE BLVD

Please be advised that the City of Courtenay has approved the issuance of Development Permit No. 3060-20-1825.

Please find attached a copy of Development Permit No. 3060-20-1825.

I trust the above is satisfactory, however, if you require further information please contact the undersigned.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Michael Grimsrud', is written over a faint circular stamp or watermark.

MICHAEL GRIMSRUD

Encl.

THE CORPORATION OF THE CITY OF COURTENAY

Permit No. 3060-20-1825

DEVELOPMENT PERMIT

March 28, 2019

To issue a Development Permit

To: Name: Silverado Land Corp, Inc. No. BC1170070
201 – 467 Cumberland Road
Courtenay, BC V9N 2C5

Property to which permit refers:

Legal: LOT 2, BLOCK 72, COMOX DISTRICT PLAN EPP10850 EXCEPT PART IN
PLAN EPP19657 EPP39615 EPP54339 AND EPP65908

Civic: 605 Crown Isle Boulevard

Permit issued to allow for the development of a 4 storey 56 unit apartment building and 40 townhouse units subject to the following conditions:

1. That the development shall be in conformance with the plans and elevations drawn by Thuja Architecture Studio Ltd. on January 26, 2019, as attached in *Schedule No. 1*;
2. Landscaping shall be in conformance with the plan, designed by Lazzarin Svisdhal Landscape Architects Ltd. on March 18, 2019, as attached in *Schedule No. 2.1*;
3. Submission of landscape security in the amount of \$273,211.25 (\$218,569 X 125%). The amount is calculated based on the cost estimates by Lazzarin Svisdhal Landscape Architects Ltd. on March 21, 2019, as attached in *Schedule No. 2.2*;
4. A Tree Cutting Permit is required prior to removal of trees and will be in conformance with materials presented herein;
5. Appropriate landscape protection measures shall be in place throughout construction;
6. A minimum depth of topsoil or amended organic soils shall be present for any replanted vegetation: 450mm for shrubs; 300mm for groundcover & grass; and 300mm around and below the root ball for trees;
7. No alterations or amendments shall be made. If any amendments are required the applicant shall apply for either an amendment to the development permit or obtain a new development permit; and
8. Landscaping must be completed within six months of the date of issuance of the occupancy permit by the City.

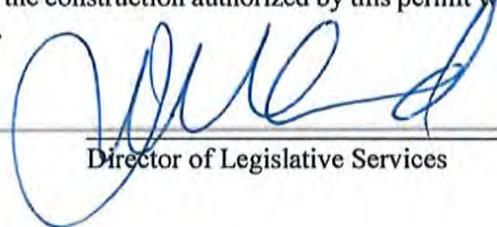
Time Schedule of Development and Lapse of Permit

That if the permit holder has not substantially commenced the construction authorized by this permit within (12) months after the date it was issued, the permit lapses.

Date

March 28/2019

Director of Legislative Services



CROWN ISLE DEVELOPMENT

COURTENAY BC

PREPARED BY

THUJA ARCHITECTURE STUDIO LTD.

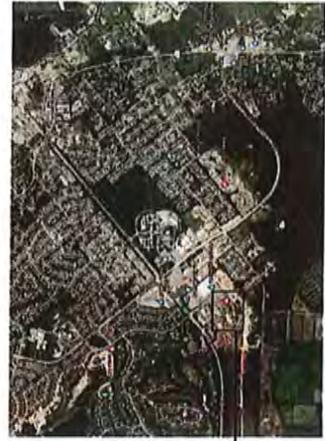


JANUARY 2019

SET NO.

REISSUED FOR DEVELOPMENT PERMIT

THUJA
architecture + design



LOCATION PLAN
NOTES

PROJECT TITLE - DEVELOPMENT

DATE: 05/2018

PROJECT ADDRESS:
10000 100th Street, NE
Redmond, WA 98073

OWNER:
CROWN ISLE REALTY LLC

DESIGNER:
THUJA ARCHITECTURE + DESIGN

DATE: 05/2018

SCALE: 1/8" = 1'-0"

NOTES:
1. THIS PLAN IS A PRELIMINARY DEVELOPMENT PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF REDMOND. ALL DIMENSIONS AND LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED ON THE GROUND.
2. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REDMOND AND THE STATE OF WASHINGTON.
3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
5. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.
6. THE DEVELOPER SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS UNLESS OTHERWISE NOTED.
7. THE DEVELOPER SHALL MAINTAIN ALL EXISTING FENCES AND BARRIERS UNLESS OTHERWISE NOTED.
8. THE DEVELOPER SHALL MAINTAIN ALL EXISTING SIGNAGE UNLESS OTHERWISE NOTED.
9. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
10. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.

PROJECT TITLE - DEVELOPMENT

DATE: 05/2018

PROJECT ADDRESS:
10000 100th Street, NE
Redmond, WA 98073

OWNER:
CROWN ISLE REALTY LLC

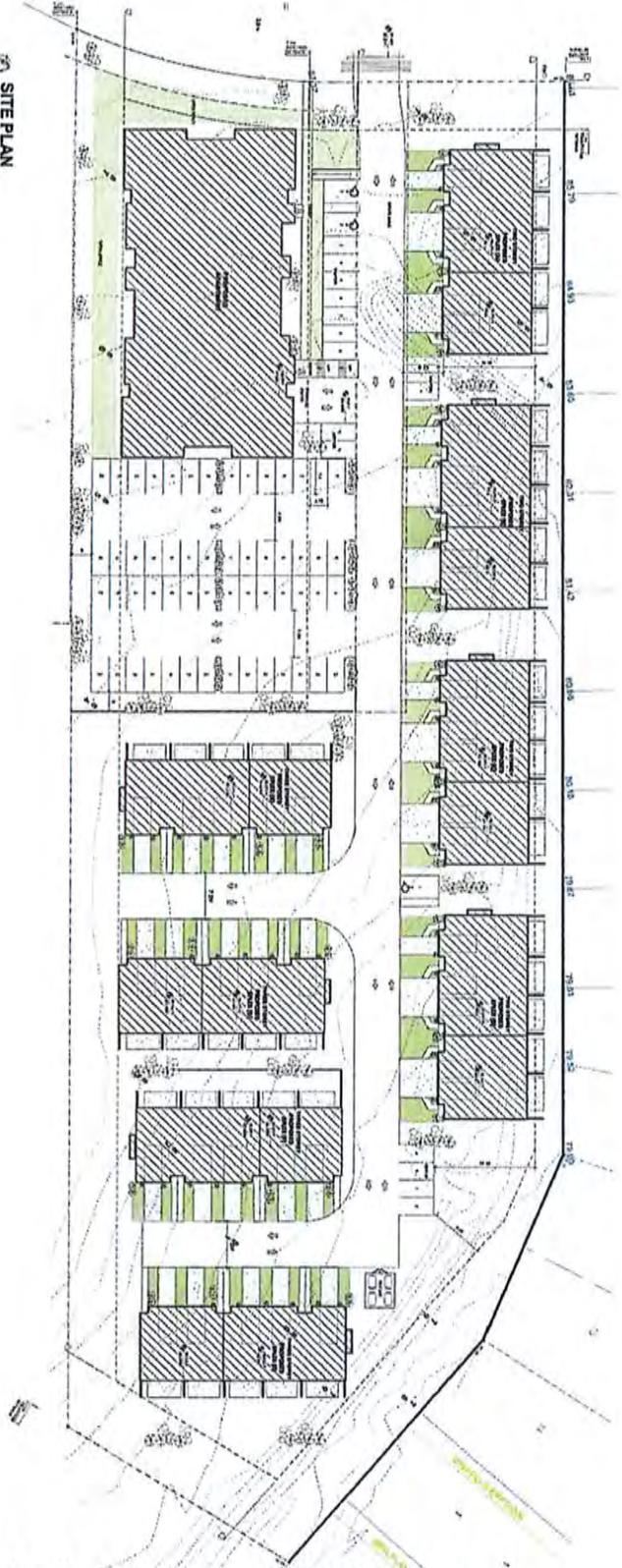
DESIGNER:
THUJA ARCHITECTURE + DESIGN

DATE: 05/2018

SCALE: 1/8" = 1'-0"

NOTES:
1. THIS PLAN IS A PRELIMINARY DEVELOPMENT PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF REDMOND. ALL DIMENSIONS AND LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED ON THE GROUND.
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10. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.

CONSTRUCTION OF THIS PLAN IS SUBJECT TO THE APPROVAL OF THE CITY OF REDMOND AND THE STATE OF WASHINGTON. ALL DIMENSIONS AND LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED ON THE GROUND. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REDMOND AND THE STATE OF WASHINGTON. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED. THE DEVELOPER SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS UNLESS OTHERWISE NOTED. THE DEVELOPER SHALL MAINTAIN ALL EXISTING FENCES AND BARRIERS UNLESS OTHERWISE NOTED. THE DEVELOPER SHALL MAINTAIN ALL EXISTING SIGNAGE UNLESS OTHERWISE NOTED.



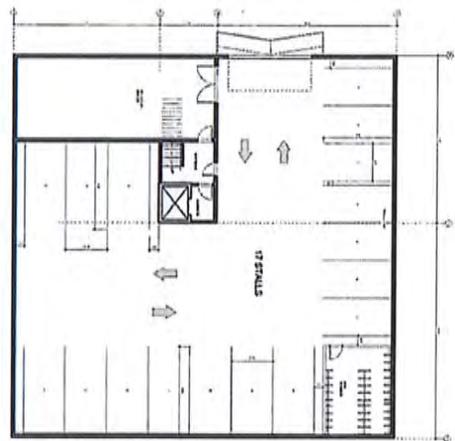
SITE PLAN
NOTES

THUJA
ARCHITECTURE + DESIGN
10000 100th Street, NE
Redmond, WA 98073
509.881.1111
www.thujaad.com

DESIGNED FOR REDMOND: DEC. 11, 2017
DESIGNED FOR COOPERS: MAR. 14, 2018
DESIGNED FOR REDMOND: OCT. 27, 2018
DESIGNED FOR REDMOND: NOV. 09, 2018
DESIGNED FOR COOPERS: MAR. 01, 2019
DESIGNED FOR COOPERS: APR. 18, 2019

PROPOSED SITE PLAN
DATE: 05/2018
SCALE: 1/8" = 1'-0"

PR1



CONSTRUCTION TO VERIFY THE EXISTING CONDITIONS AND TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY THE OWNER. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

THUJA
THUJA ARCHITECTURE + DESIGN

DESIGNED FOR REVIEW DEC 11, 2018
ISSUED FOR CONSTRUCTION DEC 11, 2018
DESIGNED FOR REVIEW DEC 11, 2018
ISSUED FOR CONSTRUCTION DEC 11, 2018
DESIGNED FOR REVIEW DEC 11, 2018
ISSUED FOR CONSTRUCTION DEC 11, 2018
DESIGNED FOR REVIEW DEC 11, 2018
ISSUED FOR CONSTRUCTION DEC 11, 2018

CONCRETE SHEET MULTIFAMILY

PROPOSED ARCHITECT
FLOOR PLANS
DATE: 12/11/18
SCALE: 1/32"

PR2



FLOOR PLAN - 4TH
SCALE: 1/16" = 1'-0"

2-BEDROOM UNIT
1-BEDROOM UNIT
1-BEDROOM STUDENT UNIT



FLOOR PLAN - 2ND & 3RD
SCALE: 1/16" = 1'-0"

2-BEDROOM UNIT
1-BEDROOM UNIT
1-BEDROOM STUDENT UNIT

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DOCUMENT, WHETHER OR NOT SUCH DAMAGE OR INJURY IS CAUSED BY NEGLIGENCE OR OTHERWISE. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ARCHITECT.

THUJA
architects + design

1100 N. 10th St., Suite 100
Seattle, WA 98109
Tel: 206.461.1100
www.thujaarchitects.com

ISSUED FOR REVIEW DEC. 11, 2012
REVISED FOR RECORD JAN. 24, 2013
ISSUED FOR REVIEW OCT. 17, 2012
REVISED FOR REVIEW NOV. 29, 2012
ISSUED FOR REVIEW JAN. 24, 2013
REVISED FOR RECORD JAN. 24, 2013

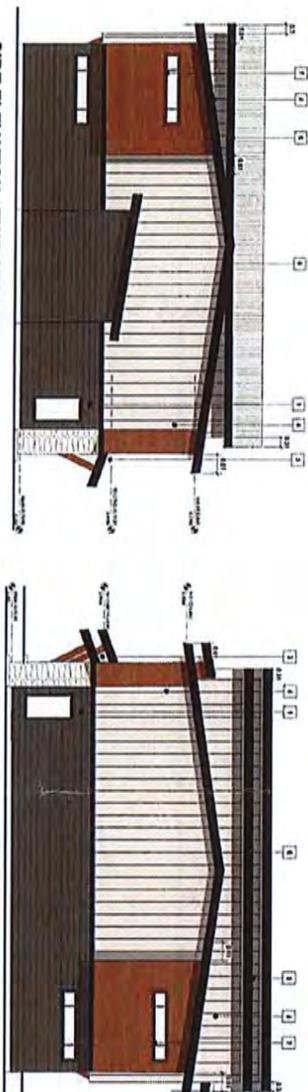
CROWN ISLE MULTIFAMILY

PROJECT: CROWN ISLE MULTIFAMILY
FLOOR PLAN: 4TH FLOOR
DATE: 1/20/13
DRAWN BY: [Name]

PR3



REAR ELEVATION - TWO STOREY



SIDE ELEVATION - TWO STOREY



FRONT ELEVATION - TWO STOREY

SCALE: 1:64

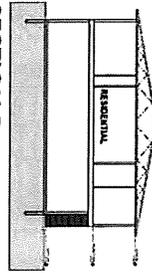
- WALL MATERIAL LEGEND**
- 1 FINE GRained CONCRETE - "WALL" WITH FINISH APPLICATION
 - 2 ALUMINUM CLADDING - "WOODGRAIN" FINISH WITH APPLICATION
 - 3 BRICK - "WALL" WITH FINISH
 - 4 REINFORCED CONCRETE - "WALL" WITH FINISH APPLICATION
 - 5 REINFORCED CONCRETE - "WALL" WITH FINISH APPLICATION
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 - 100 BRICK - "WALL" WITH FINISH

CONCRETE WALL AND FOUNDATION

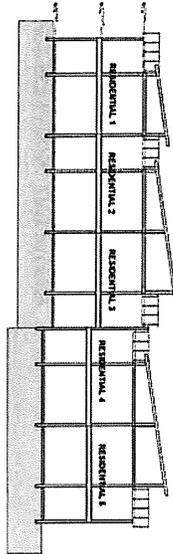
WALL MATERIAL LEGEND

WALL MATERIAL	WALL THICKNESS	WALL HEIGHT	WALL AREA	WALL VOLUME	WALL WEIGHT
1	120mm	2.4m	1.2m ²	0.288m ³	2304kg
2	120mm	2.4m	1.2m ²	0.288m ³	2304kg
3	120mm	2.4m	1.2m ²	0.288m ³	2304kg
4	120mm	2.4m	1.2m ²	0.288m ³	2304kg
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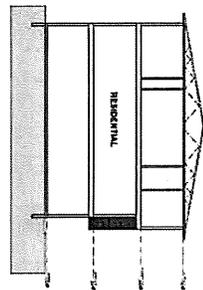
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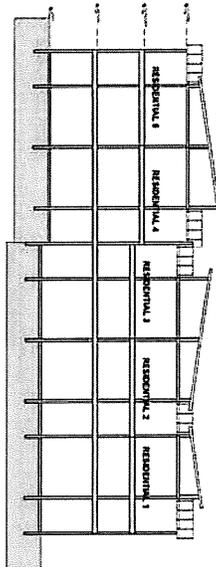
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SCALE: 1:125



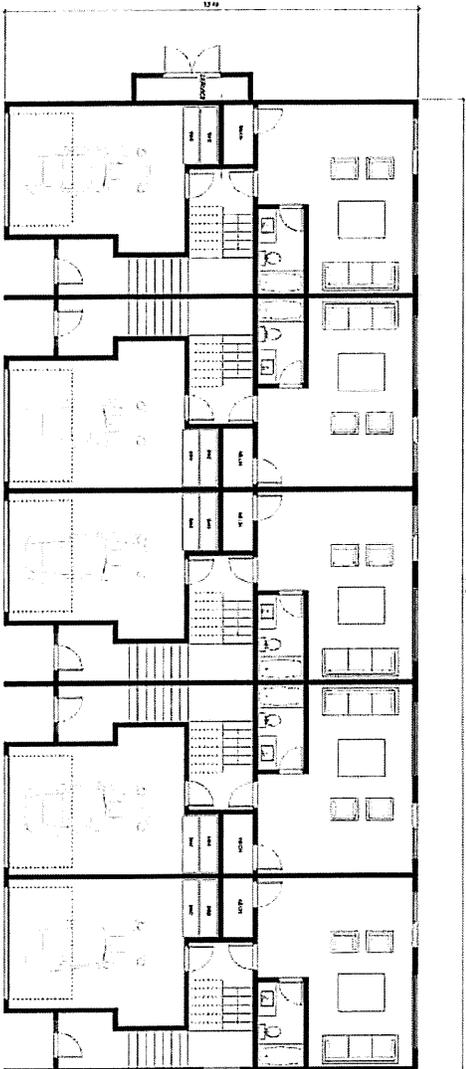
SECTION A - TWO STOREY
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SECTION B - THREE STOREY
SCALE: 1:125



SECTION A - THREE STOREY
SCALE: 1:125



SCALE: 1:64

LOWER FLOOR PLAN - THREE STOREY
SCALE: 1:64

CONTRACTOR: 10 Street Hill, North, Perth
DATE: 11/11/2019
DRAWN BY: ARCHITECTURAL
CHECKED BY: ARCHITECTURAL
APPROVED BY: ARCHITECTURAL
REVISIONS: NONE
PROJECT: CROWN ISLE MULTIHABITANT
SHEET: 10 OF 10

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Architecture & design
1000 North Street Hill, Perth
T: 08 9447 1111
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E: info@thuja.com.au
www.thuja.com.au

ISSUED FOR REVIEW: DEC 13, 2017
ISSUED FOR CONSTRUCTION: MAR 24, 2018
ISSUED FOR REVIEW: OCT 17, 2018
ISSUED FOR REVIEW: NOV 07, 2018
ISSUED FOR CONSTRUCTION: JAN 02, 2019
ISSUED FOR CONSTRUCTION: JAN 20, 2019

CROWN ISLE MULTIHABITANT
PROPOSED THREE STOREY
FLOOR PLAN
DATE: 14/02/19
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

PR8



APARTMENT RENDERING - CROWN ISLE BLVD. VIEW



APARTMENT RENDERING - INTERNAL VIEW

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THUJA
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11820 14th Ave
Springfield, VA 22154
703.880.3300
www.thuja.com

ISSUED FOR REVIEW: DEC. 11, 2017
ISSUED FOR CONCEPT: AUG. 24, 2018
ISSUED FOR PERMITS: NOV. 29, 2018
ISSUED FOR INTERIM: NOV. 29, 2018
REVISION FOR GP: DEC. 29, 2018
REVISION FOR CP: JAN. 24, 2019

CROWN ISLE MOUNTAIN

PROPOSED APARTMENT
RENDERINGS

DATE: 11/27/18
PROJECT NO: 180273
SHEET NO: 11

PR11



<p>LEGEND</p> <ul style="list-style-type: none"> Symbol for Tree Symbol for Shrub Symbol for Lawn Symbol for Path Symbol for Wall Symbol for Fencing Symbol for Water Feature Symbol for Light Symbol for Bench Symbol for Sign Symbol for Utility Symbol for Erosion Control Symbol for Storm Drain Symbol for Fire Hydrant Symbol for Fire Alarm Symbol for Fire Extinguisher Symbol for Fire Escape Symbol for Fire Exit Symbol for Fire Door Symbol for Fire Window Symbol for Fire Stair Symbol for Fire Lift Symbol for Fire Alarm Control Panel Symbol for Fire Alarm Sounder Symbol for Fire Alarm Call Point Symbol for Fire Alarm Repeater Symbol for Fire Alarm Control Unit Symbol for Fire Alarm Control Panel Symbol for Fire Alarm Sounder Symbol for Fire Alarm Call Point Symbol for Fire Alarm Repeater Symbol for Fire Alarm Control Unit 	<p>PLANT LIST</p> <table border="1"> <thead> <tr> <th>SYMBOL #</th> <th>BOTANICAL NAME</th> <th>COMMON NAME</th> <th>QUANTITY</th> <th>SIZE</th> </tr> </thead> <tbody> 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INSTALLED FOR ALL LANDSCAPE AREAS DESIGN AND INSTALLATION BY CERTIFIED IRRIGATOR</p>
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<p>PROJECT Crown Ibis Apartment Bld & Townhomes Custody: B</p>	<p>DATE Aug 31, 2019</p>	<p>SCALE 1:500</p>	<p>DRAWN BY LS</p>	<p>PROJECT NO. 15</p>	<p>CLIENT L1</p>
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202-1300 1st Avenue, Prince George B.C. V2L 2Y3
 250-563-6158 • 888-563-6158 www.lsla-landerch.com

March 21, 2019

Westburban Developments
 #1 - 1170 Shoppers' Row
 Campbell River, B.C. V8W 2C8

Attention: Frank Limshue, Operations Manager

Re: Landscape Construction Cost Estimate
- Crown Isle Townhome Development

The following is a construction cost estimate for a landscape contractor to complete the soft landscaping illustrated within the Townhome Site Property Lines on our landscape plan dated March 18, 2019. Cost includes all materials (f.o.b. jobsite), equipment, labour and PST.

1. Excavation and Sub-base Preparation

- Grading of site will be undertaken by General Contractor prior to landscaping to include rough grading of planting beds, tree pits, and lawn areas to the required depth (i.e. excavate and remove excess material offsite). —

2. Growing Medium

- | | |
|---|--------------|
| - supply and install approved growing medium for lawn areas (total = 2,562m ²) installed at 150 mm depth plus 10% compaction = (397m ³ @ \$55/m ³) | \$ 21,835.00 |
| - supply & install approved growing medium for planting beds (536 m ³ @ \$60/m ³) | \$ 32,160.00 |
| - supply & install approved growing medium for re-vegetated areas (1160m ²) (232m ³ @ \$55/m ³) | \$12,760.00 |

3. Plant Material

- supply & install plant material, (as per plant list)	
- 41 - 50/60 mm caliper deciduous trees @ \$300.00 ea	\$ 12,300.00
- 53 - 5 gal pot deciduous trees @ \$60.00 ea	\$ 3,180.00
- 27 - 2 M ht. conifer trees @ \$300.00 ea.	\$ 8,100.00
- 17 - 5 gal pot shrubs @ \$60.00 ea.	\$ 1,020.00
- 155 - 2 gal. pot shrubs @ \$28.00 ea	\$ 4,340.00
- 587 - 1 gal. pot shrubs @ \$18.00 ea	\$ 10,566.00
- 824 - 10 mm pot perennials & groundcover @ \$7.00 ea	\$ 5,768.00
- 230 - plug size @ \$3.00/ea.	\$690.00
- supply and install fir bark mulch in selected planting beds @ 60 mm depth (23m ³ @ \$150.00 / m ³)	\$ 3,450.00

4. Planter Edging

- 4 x 6 pressure treated wood edging - front entry planters (31.5 l.m. @ \$30 /m)	\$945.00
- 2 x 4 pressure treated wood edging (280 l.m. @ \$25 /m)	\$7,000.00
- 4" ht. heavy duty aluminum edging (23 l.m. @ \$35 /m)	\$ 805.00

5. Cobble Rock Groundcover

- supply & install 5.2 M ³ @ \$85 / M ³	\$ 442.00
- supply & install filter fabric liner (L.S. includes planting beds) (603yd ² @ \$2/yd ²)	\$ 1,206.00

6. Grass & Hydroseed Revegetated Areas

- fine grading, fertilizing and seeding of lawn areas (2,562m ² @ \$0.85 / m ²)	\$2,625.00
- fine grading, fertilizing and seeding of re-vegetated native grass areas (1160m ² @ \$0.85 / m ²)	

7. Raised Block Planters (front of building)

-53.5 sq.ft @ \$45/sq. ft	\$2,407.00
---------------------------	------------

8. Privacy Screen/Fence Between Patios (Estimate L.S. -48 Total @ \$110.00 each)

\$5,280.00

9. Irrigation System (Estimate for Planting Beds & Trees Only - approx 20 - 22 Zones)

\$22,000.00

Subtotal
(excluding GST) \$158,341.00

Prepared by



 Laurelin Svisdahl, MBCSLA, MCSLA



202-1300 1st Avenue, Prince George B.C. V2L 2Y3
250-563-6158 • 888-563-6158 www.lsla-landarch.com

March 21, 2019

Westburban Developments
#1 - 1170 Shoppers' Row
Campbell River, B.C. V8W 2C8

Attention: Frank Limshue, Operations Manager

Re: Landscape Construction Cost Estimate
- Crown Isle Apartment Development

The following is a construction cost estimate for a landscape contractor to complete the soft landscaping illustrated within the Apartment Building Property Lines on our landscape plan dated March 18, 2019. Cost includes all materials (f.o.b. jobsite), equipment, labour and PST.

1. Excavation and Sub-base Preparation

- Grading of site will be undertaken by General Contractor prior to landscaping to include rough grading of planting beds, tree pits, and lawn areas to the required depth (i.e. excavate and remove excess material offsite).

2. Growing Medium

- supply and install approved growing medium for lawn areas (total = 776 m²) installed at 150 mm depth plus 10% compaction = (116.5m³ - @ \$55/m³) \$ 6,402.00
- supply & install approved growing medium for planting beds (223 m³ - @ \$60/m³) \$ 13,380.00

3. Plant Material

- supply & install plant material, (as per plant list)	
- 7 - 50/60 mm caliper deciduous trees @ \$300 ea	\$ 2,100.00
- 3 - 2 M ht. conifer trees @ \$300 ea.	\$ 900.00
- 69 - 5 gal pot shrubs @ \$60.00 ea.	\$ 4,140.00
- 100 - 2 gal. pot shrubs @ \$28.00 ea	\$ 2,800.00
- 345 - 1 gal. pot shrubs @ \$18.00 ea	\$ 6,210.00
- 35 - 10 mm pot perennials & groundcover @ \$7.00 ea	\$ 245.00
- supply and install fir bark mulch in selected planting beds @ 60 mm depth (29m ³ @ \$150.00 / m ³)	\$ 4,350.00

4. Planter Edging

- 4 x 6 pressure treated wood edging - front entry planters (31.5 l.m. @ \$30 /m)	\$945.00
- 2 x 4 pressure treated wood edging (115 l.m. @ \$25 /m)	\$ 2,875.00
- 4" ht. heavy duty aluminum edging (62 l.m. @ \$35 /m)	\$ 2,170.00

5. Cobble Rock Groundcover

- supply & install 4.5 M ³ @ \$85 / M ³	\$ 382.50
- supply & install filter fabric liner (L.S. includes planting beds) (592yd ² @ \$2 /yd ²)	\$ 1,184.00

6. Grass Areas

- fine grading, fertilizing and seeding of lawn areas (776m ² @ 50.95 / m ²)	\$737.00
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7. Raised Block Planters (front of building)

-53.5 sq.ft @ \$45/sq. ft	\$2,407.50
---------------------------	------------

8. Irrigation System (Estimate for Planting Beds and Trees only

- approx 8 - 9 Zones)	\$9,000.00
-----------------------	------------

Subtotal	\$60,228.00
(excluding GST)	

Prepared by



 Laurelin Svisdahl, MBCSLA, MCSLA

SS/lts

Exhibit B
Preliminary Strata Plan

PLAN SHOWING PHASE 1 OF PROPOSED PHASED STRATA DEVELOPMENT OF LOT B, BLOCK 72, COMOX DISTRICT, PLAN EPP91580.

THE CMC ADDRESS IS:
623 CROWN ISLE BOULEVARD
COURTENAY, B.C.

D R A F T

PHASE 1

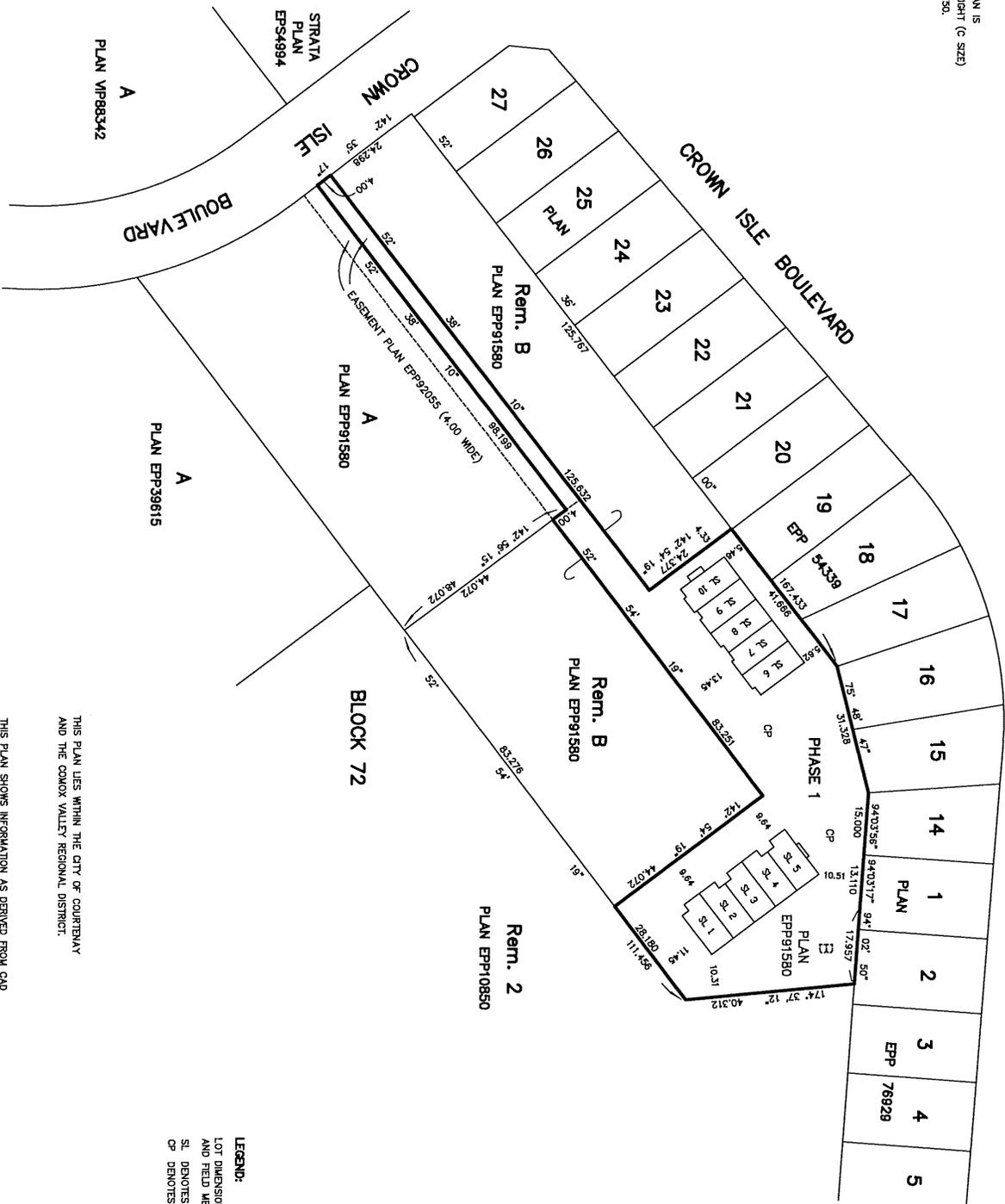
SHEET 1 OF 4

SCALE: 1:750 (METRIC)



THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 432 mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1 : 750.

CROWN ISLE BOULEVARD



LEGEND:
LOT DIMENSIONS ARE DERIVED FROM PLAN EPP91580 AND FIELD MEASUREMENTS.
SL DENOTES STRATA LOT
CP DENOTES COMMON PROPERTY

THIS PLAN LIES WITHIN THE CITY OF COURTENAY AND THE COMOX VALLEY REGIONAL DISTRICT.

THIS PLAN SHOWS INFORMATION AS DERIVED FROM CAD FILE PROVIDED BY THUDA ARCHITECTURE AND DESIGN ON SEPTEMBER 27, 2019.

JUNE 17, 2020
ERIC HOEBURGER, BCLS

HOEBURGER LAND SURVEYORS
COMOX, B.C.
(250) 890-0100
FILE: 2188PH1_STRATA1_P1.PRELU

GROUND FLOOR

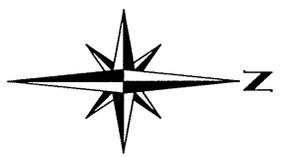
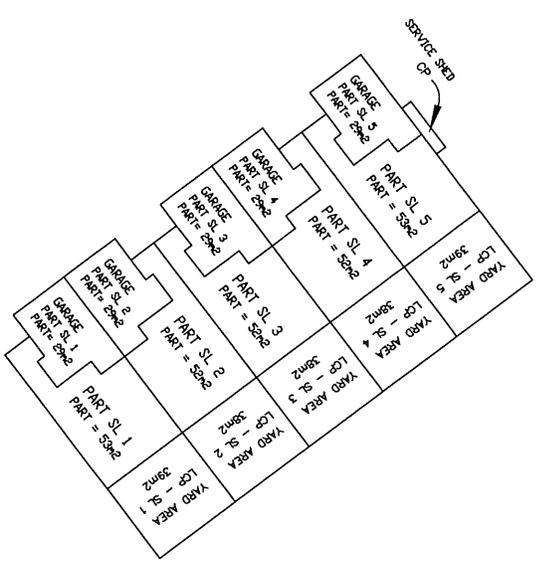
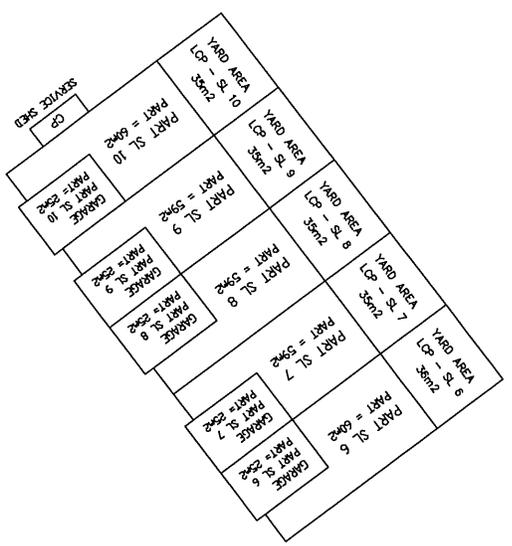
STRATA LOTS 1 TO 10 INCLUSIVE

D R A F T

SCALE: 1:250 (METRIC)



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



THIS PLAN SHOWS INFORMATION AS DERIVED FROM CAD FILE PROVIDED BY THUIA ARCHITECTURE AND DESIGN ON SEPTEMBER 27, 2019. STRATA LOTS AND LIMITED COMMON PROPERTY MAY VARY ON THE FINAL STRATA PLAN.

FINAL STRATA LOT AREAS TO BE DERIVED FROM FIELD MEASUREMENTS AFTER THE UNITS ARE CONSTRUCTED AND WILL BE SHOWN ON THE STRATA PLAN.

LEGEND:

- SL DENOTES STRATA LOT
- CP DENOTES COMMON PROPERTY
- LCP DENOTES LIMITED COMMON PROPERTY

JUNE 17, 2020
ERIC HOERBURGER, B.C.L.S.

HOERBURGER LAND SURVEYORS
CONOX, B.C.
(250) 890-0100
FILE 2188PH1_STRATA_PRELIM

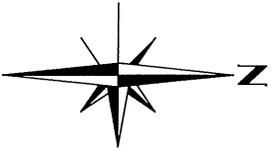
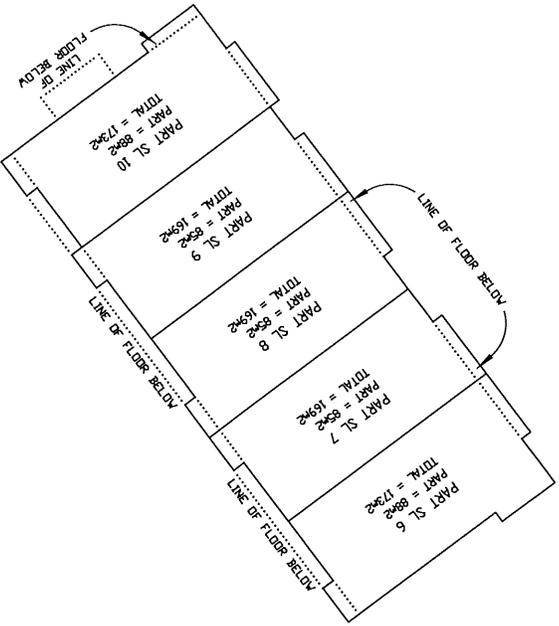
SECOND FLOOR

STRATA LOTS 1 TO 10 INCLUSIVE

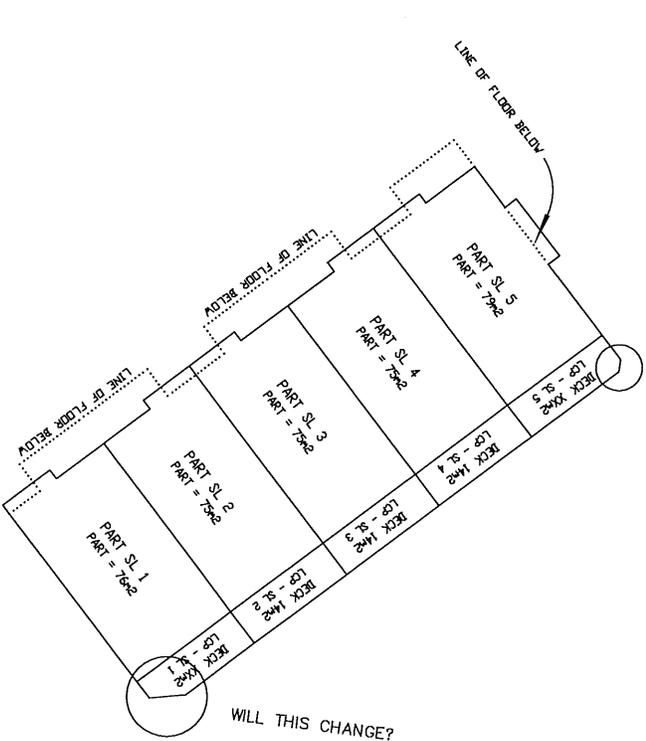
SCALE 1:200 (METRIC)



THE INTENDED PLOT SIZE OF THIS PLAN IS 500 mm IN WIDTH BY 432 mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1 : 200.



D R A F T



- LEGEND:
- SL DENOTES STRATA LOT
 - CP DENOTES COMMON PROPERTY
 - LOP DENOTES LIMITED COMMON PROPERTY

JUNE 17, 2020
ERIC HOERBURGER, B.C.L.S.

THIS PLAN SHOWS INFORMATION AS DERIVED FROM CAD FILE PROVIDED BY THUIA ARCHITECTURE AND DESIGN ON SEPTEMBER 27, 2019. STRATA LOTS AND LIMITED COMMON PROPERTY MAY VARY ON THE FINAL STRATA PLAN.

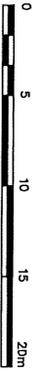
FINAL STRATA LOT AREAS TO BE DERIVED FROM FIELD MEASUREMENTS AFTER THE UNITS ARE CONSTRUCTED AND WILL BE SHOWN ON THE STRATA PLAN.

HOERBURGER LAND SURVEYORS
CONOX, B.C.
(250) 860-0100
FILE: 2188PH1_STRATA_PREAM

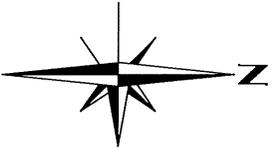
THIRD FLOOR

STRATA LOTS 1 TO 10 INCLUSIVE (ONLY APPLIES TO STRATA LOTS 1 TO 5 INCLUSIVE)

SCALE: 1:200 (METRIC)

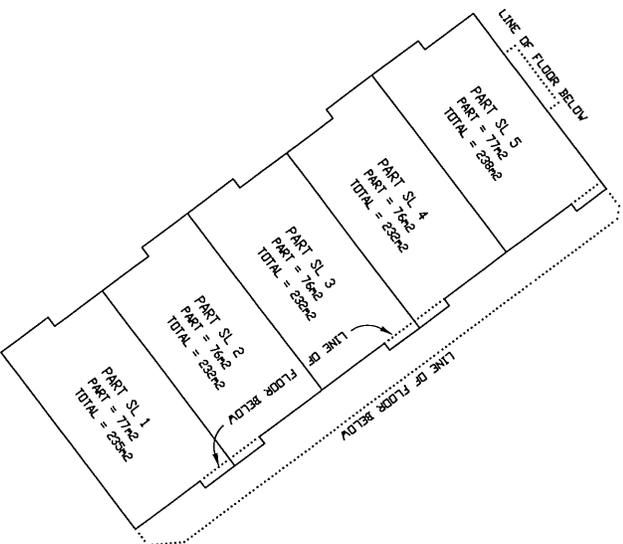
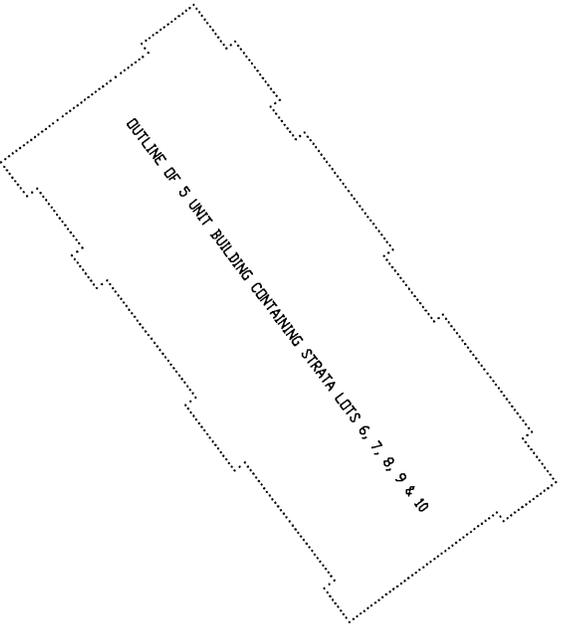


THE INTENDED PLOT SIZE OF THIS PLAN IS 500 mm IN WIDTH BY 432 mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1 : 200.



D R A F T

SHEET 4 OF 4
PHASE 1



THIS PLAN SHOWS INFORMATION AS DERIVED FROM CAD FILE PROVIDED BY THUIA ARCHITECTURE AND DESIGN ON SEPTEMBER 27, 2019. STRATA LOTS AND LIMITED COMMON PROPERTY MAY VARY ON THE FINAL STRATA PLAN.

FINAL STRATA LOT AREAS TO BE DERIVED FROM FIELD MEASUREMENTS AFTER THE UNITS ARE CONSTRUCTED AND WILL BE SHOWN ON THE STRATA PLAN.

LEGEND:

SL DENOTES STRATA LOT

JUNE 17, 2020
ERIC HOERBURGER, B.C.L.S.

HOERBURGER LAND SURVEYORS
CONVOY B.C.
(250) 860-0100
FILE 2189PH1_STRATA_PRELIM

Exhibit C
Zoning



ZONING BYLAW

NO. 2500, 2007

Appendix "A"

Part 32 - Comprehensive Development One Zone (CD-1)
Crown Isle (Block 72)

8.32.1 Intent

This zone is intended to accommodate and to regulate the development of a mixture of uses on lands described as Block 72, Comox District, except parts outlined in red on Plan 1691R and 2117RW and except part in Plan 49168; Lot A, Block 72, Comox District, Plan 49168; and that part of Block 72, Comox District, shown outlined in red on Plan 1691R (collectively “Block 72”). Block 72 has been designated a Development Permit Area in “Official Community Plan Bylaw No. 2397, 2005” and accordingly, development must be consistent with the objectives and guidelines therein.

8.32.2 Permitted Uses

In the CD-1 Zone the following uses are permitted and other uses are prohibited except as otherwise noted in this bylaw:

- 2618 (1) Within that portion of Block 72 identified as Area A on the CD-1 Zone map:
 - (a) *Single residential dwellings*
 - (b) *Duplex dwellings*
 - (c) *Multi residential dwellings*
 - (d) *Accessory buildings and structures*
 - (e) *Boarding*
 - (f) *Home occupation*
 - (g) *Golf course* including *accessory* buildings

- 2618 (2) Within that portion of Block 72 identified as Area B on the CD-1 Zone map:
 - (a) *Single residential dwellings*
 - (b) *Duplex dwellings*
 - (c) *Multi residential dwellings*
 - (d) *Accessory buildings and structures*
 - (e) *Boarding*
 - (f) *Care facility*
 - (g) *Home occupation*
 - (h) *Golf course*, including one clubhouse with *accessory* restaurants, *accessory* meeting room, *accessory* lounges and pro-shop, driving range, golf school, *golf course* maintenance and supply *yards* and buildings, car museum as part of a golf clubhouse
 - (i) *Motel* including single and *duplex* units on Lot 2, Plan VIP64932

- (3) Within that portion of Block 72 identified as Area C on the CD-1 Zone map:
 - (a) *Car museum*
 - (b) *Hotel*

- 2597 (4) Within that portion of Block 72 identified as Area F on the CD-1 Zone map:
 - (a) *Retail sales, personal services, offices, restaurants, licensed premises, entertainment (excluding amusement arcades), automobile service station uses and medical clinic*

- (b) *Motel*
- (c) *Liquor store*
- (d) Automobile sales and *accessory* repair shops
- (e) Light *manufacturing*, excluding sawmills, provided the manufacturing operations take place in an enclosed principle building
- (f) Family amusement centre including mini-golf, bumper boats, and children's arcade
- (g) *Building* material sales
- (h) Auto and truck repairs
- (i) Printers and publishers
- (j) *Veterinary Clinic*
- (k) Communications, *office* and studio
- (l) Enclosed storage *building*, including warehouse, and *storage yard*
- (m) Wholesale sales outlets
- (n) Residential quarters may be incorporated above a principal building
- (o) *Financial Institutions*
- (p) Parks

(5) Within that portion of Block 72 identified as Area G on the CD-1 Zone map:

- (a) *Single residential* dwellings
- (b) *Duplex* dwellings
- (c) *Townhouse* dwellings
- (d) *Accessory* buildings and structures
- (e) *Boarding*
- (f) *Home occupation*
- (g) *Golf course* including *accessory* buildings
- (h) Park

2748

(6) Within that portion of Block 72 identified as Area H on the CD-1 Zone map:

- (a) *Single residential* dwellings
- (b) *Multi residential* dwellings
- (c) *Accessory* buildings and structures
- (d) *Boarding*
- (e) *Home occupation*
- (f) *Golf course*, including *accessory* buildings

2763

(7) Within that portion of Block 72 identified as Area I on the CD-1 Zone map:

- (a) *Single residential* dwelling
- (b) *Multi residential* dwellings
- (c) *Accessory* buildings and structures
- (d) *Boarding*
- (e) *Home occupation*

8.32.3 Densities

Land uses within the various areas defined on the CD-1 Zone map shall not exceed the following maximum densities:

(1) Within Area A:

2597 &
2763

- (a) *Single residential* dwellings: 477 *dwelling units* within 42.88 ha
- (b) *Single residential*, *duplex* and multi residential dwellings: 190 *dwelling units* within 7.7 ha
- (c) Park: 2.4 ha
- (d) *Golf course*, including one clubhouse, *accessory* restaurants, lounges and pro-shop,

golf course maintenance and supply *building*, not exceeding a cumulative *floor area* of 1,000 m² within 11.46 ha

- 2748 (2) Within Area B:
- (a) *Single residential* dwellings: 1008 *dwelling units* within 89.2 ha
 - (b) *Single residential, duplex* and multi residential dwellings: 670 *dwelling units* within 16.38 ha
 - (c) *Golf course*, including a clubhouse, *accessory* restaurants, lounges and pro-shop, car museum as part of a golf clubhouse, driving range: 2,787 m² of *floor area* within 72.6 ha
 - (d) *Motel* including single and *duplex* units on Lot 2, Plan VIP64932
 - (e) Commercial: 242 m² of *floor area* within 0.6 ha
 - (f) *Care facility* of 125 dwelling or sleeping units within 1.2 ha
- (3) Within Area C:
- (a) *Hotel*
 - (b) Car museum
- 2597 (4) Within Area F:
- (a) Commercial: 124,486 m² of *floor area* within 32.54 ha
- (5) Within Area G:
- (a) *Single residential, duplex* and *townhouse* dwellings: 210 *dwelling units* within 18.82 ha
 - (b) *Townhouse* development shall not exceed 20 units per ha
- 2748 (6) Within Area H:
- (a) Approximately 104 single family and *multi residential dwellings* within 16.3 ha
- 2763 (7) Within Area I:
- (a) Approximately 30 single family and multi residential dwellings within 2.43 ha

8.32.4 Density – General Regulations

- 2597 (1) A maximum of one *principal building* and one *accessory building* or *structure* may be constructed on a single residential lot.
- (2) Notwithstanding paragraph (1) one clubhouse and any number of *accessory* buildings may be situated on a *golf course* in Area B.
- (3) No *lot* occupied by a multi residential *building* containing more than 2 *dwelling units* shall have a *floor area ratio* exceeding 0.4 except for:
- (a) Strata Plan VIS5490
 - (b) Lot 1, Plan VIP76675
 - (c) the property lying immediately to the east of Strata Plan VIS5490 and Lot1, Plan VIP76675 between the remainder of Lot A, Plan VIP722239 and Royal Vista Way containing 2 hectares.
- 2833 (d) Properties within Area A
- (4) No *lot* occupied by a commercial or light industrial *building* shall have a *floor area ratio* exceeding 0.6.
- (5) No commercial *building* shall be situated on a *lot* less than 550 m² in area.

- (6) No *duplex* dwelling shall be situated on a *lot* less than 550 m² in area.
- (7) No *townhouse* dwelling shall be situated on a *lot* less than 1,100 m² in area, other than in Area B, where no *townhouse* may be situated on a *lot* less than 550 m² in area.
- (8) No *apartment* dwelling shall be situated on a *lot* less than 1,100 m² in area.
- (9) No *golf course* shall be situated on a *lot* less than 25 acres in area.
- (10) No *care facility* shall be situated on a *lot* less than 1,100 m² in area and no *care facility* shall exceed a *lot coverage* of 40%.
- (11) Lot 1, Block 72, Comox District, Plan VIP82600 shall have a lot area of not less than 0.157 ha. and be permitted one duplex.

8.32.5 Lot Coverage

Maximum *lot coverage* shall be as follows:

- (1) Single and *Duplex* Residential: 45%
- (2) Multi Residential: 40%

8.32.6 Minimum Lot Sizes

The minimum size of lots which may be created by *subdivision* within the CD-1 Zone are as follows:

- (1) Area A: 465 m²
- (2) Area B: 465 m²
- (3) Area C: 465 m²
- (4) Area E: 700 m²
- (5) Area F: 550 m²
- (6) Area G: 550 m² for *single residential*
900 m² for *duplex*
8,000 m² for *multi residential*
- 2748 (7) Area H: 465 m² for *single residential*
1600 m² for *multi residential*
- 2763 (8) Area I: 465 m² for *single residential*
1600 m² for *multi residential*

8.32.7 Minimum Lot Frontage

A minimum of 10% of the perimeter of every *lot* created by *subdivision* shall front on a highway, provided that this requirement may be reduced to a minimum of 2% in the discretion of the Approving Officer.

8.32.8 Useable Open Space

- 2618 Every *lot* occupied by multi residential dwellings shall include a minimum of 15.0 m² of useable open space for each dwelling unit on the lot. Every lot occupied by a care facility shall include 10.0 m² of useable open space for each unit on the lot.

8.32.9 Setbacks

(1) Minimum *yards* shall be provided in accordance with the following table:

Type of <i>Building</i>	<i>Front yard</i>	<i>Rear yard</i>	<i>Side yard</i>	<i>Exterior Side yard</i>
AREAS A				
<i>Single residential lot</i>	6.0 m	7.5 m	1.5 m	3.0 m
<i>Duplex lot</i>	6.0 m	7.5 m	1.5 m	3.0 m
<i>Multi Residential</i>	7.5 m	7.5 m	4.5 m	4.5 m
2833 <i>Multi Residential adjacent to Residential Use</i>	See 8.32.9(2)	See 8.32.9(2)	See 8.32.9(2)	See 8.32.9(2)
2833 <i>Multi Residential adjacent to Commercial Use</i>	7.5 m	7.5 m	4.5 m	4.5 m
AREAS B - F				
<i>Single residential lot</i>	7.5 m	9.0 m	1.5 m	3.0 m
<i>Duplex lot</i>	6.0 m	9.0 m	1.5 m	3.0 m
<i>Townhouse dwelling</i>	7.5 m	7.5 m	4.5 m	4.5 m
<i>Care Facility</i>	7.5 m	10.0 m	4.5 m	4.5 m
<i>Multi Residential</i>	7.5 m	10.0 m	4.5 m	4.5 m
<i>Commercial</i>	6.1 m	1.75 m	0	4.5 m
<i>Light Industrial</i>	6.0 m	12.0 m	3.0 m	4.5 m
<i>Clubhouse</i>	7.5 m	7.5 m	7.5 m	7.5 m
2748 AREA G				
<i>Single residential lot</i>	6.0 m	7.5 m	1.5 m	3.0 m
<i>Duplex lot</i>	6.0 m	7.5 m	1.5 m	3.0 m
<i>Townhouse dwelling</i>	7.5 m	7.5 m	4.5 m	4.5 m
2763 AREAS H - I				
<i>Single residential lot</i>	6.0 m	7.5 m	1.5 m	3.0 m
<i>Multi Residential</i>	7.5 m	7.5 m	4.5 m	4.5 m

- 2618 (2) Notwithstanding paragraph (1):
- (a) where a *multi residential building* in Area A is adjacent to a *residential* use the setbacks to the adjoining property line are:
- 2597 i) Front yard: 7.5 m
- ii) Rear yard: 7.5 m – 2 or less storeys
 10.0 m – 3rd storey
 13.5 m – 4th storey
- iii) Side yard: 4.5 m – 2 or less storeys
 6.0 m – 3rd storey
 7.5 m – 4th storey
- (b) where a *multi residential dwelling* exceeds two *storeys* in *height*, 2.0 m shall be added to the minimum *rear yard setback* requirement for each *storey* in excess of 2 *storeys*
- (c) where a commercial *building* occupies a *lot* adjacent to a *lot* zoned to permit residential or institutional uses, the *yard* on each side of the *building* adjoining a residential or institutional *lot* shall be a minimum of 7.5 m
- (d) a minimum *front yard* of 12.0 m shall be provided for a principal automobile *service station building*
- (e) where a residential or commercial *building* occupies a *lot* adjacent to land used for agricultural purposes, a minimum *rear yard* of 15.0 m shall be provided for a *principal building*
- (f) Where the back of a *building* is adjacent to or faces a side *lot line* the minimum *side yard setback* shall be 6.0 m

8.32.10 Heights

- (1) *Principal buildings* shall not exceed the following *heights*:

- | | | |
|------|--|--------|
| 2597 | (a) <i>Single residential</i> | 8.0 m |
| | (b) <i>Duplex</i> | 8.0 m |
| | (c) <i>Townhouse dwelling</i> | 15.0 m |
| | (d) <i>Multi Residential</i> | 15.0 m |
| | (e) <i>Care facility</i> | 15.0 m |
| | (f) <i>Commercial</i> | 15.0 m |
| | Notwithstanding, where a commercial building occupies a lot adjacent to a lot zoned to permit residential use, institutional or park, principal buildings shall not exceed 9.15 m in height. | |
| | (g) <i>Golf Clubhouse</i> | 15.0 m |
| | (h) <i>Hotel</i> | 15.0 m |
| | (i) <i>Motel</i> | 9.15 m |

8.32.11 Off-Street Parking and Loading

Off-*street* parking and loading shall be provided and maintained in accordance with the requirements of Division 7 of this bylaw.

8.32.12 Accessory Buildings and Structures

Accessory buildings and structures shall conform to the following regulations:

If *accessory* to a *single residential* dwelling, *duplex* dwelling, *townhouse* dwelling, *apartment* dwelling, commercial or industrial *building*:

- (1) A maximum *height* of 4.5 m
- (2) A maximum *floor area* of the greater of 45.0 m² or 10% of the area of the required *rear yard*, for all *accessory* buildings combined
- (3) may be located in the required *rear yard*
- (4) shall not be located within 1.5 m from the side and rear *lot line* except where the side or *rear yard* flanks a *street*, excluding a lane, in which case the minimum *yard* distance shall be 4.5 m

2685

8.32.13 Landscaping and Screening

All *landscaping* and screening shall conform to Part 14 of this bylaw.

Exhibit D

Form P Phased Strata Plan Declaration

**Strata Property Act
(Section 221 and 222)**

Form P

Phased Strata Plan Declaration

1212715 B.C. Ltd. as nominee, agent and bare trustee for Crown Isle (Courtenay) Townhomes GP Inc. (the “**Developer**”), of 111 – 2036 Island Highway South, Campbell River, BC Canada V9W 0E8, declares:

1. That it intends to create a strata plan by way of phased development of the following land which it owns or on which it holds a right to purchase:

PID: 030-826-357
Lot B Block 72 Comox District Plan EPP91580

2. That the plan of development is as follows:

- (a) **PHASES** - There are four (4) phases. Each phase consist of strata lots and associated common property, as follows:

Phase 1 will consist of ten (10) residential strata lots, in two buildings (one 2 story 5 plex and one 3 story 5 plex);

Phase 2 will consist of ten (10) residential strata lots, in two buildings (one 2 story 5 plex and one 3 story 5 plex);

Phase 3 will consist of ten (10) residential strata lots, in two buildings (one 2 story 5 plex and one 3 story 5 plex); and

Phase 4 will consist of ten (10) residential strata lots, in two buildings (one 2 story 5 plex and one 3 story 5 plex).

COMMON FACILITIES – There are no common facilities in Phase 1, Phase 2, Phase 3 or Phase 4 of the development.

- (b) **PLAN** - Annexed at Schedule 1 to this declaration is a sketch plan showing:

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

- (c) **CONSTRUCTION** - The estimated date of commencement of construction and completion of construction for each phase is as follows:

Phase	Commencement	Completion
1	April 30, 2020	June 30, 2021
2	May 1, 2021	June 30, 2022
3	May 1, 2022	June 30, 2023
4	May 1, 2023	June 30, 2024

- (d) **UNIT ENTITLEMENT** - The unit entitlement for each residential strata lot will be equal to a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*. The total unit entitlement of the completed development is summarized as follows:

Phase	Unit Entitlement
1	10
2	10
3	10
4	10
Total	40

- (e) **DESCRIPTION** – There will be eight (8) buildings constructed within this development, all units are exclusively for residential purposes:
- (i) Phase 1 will consist of ten (10) residential strata lots, in two buildings, strata lots 1-10.
 - (ii) Phase 2 will consist of ten (10) residential strata lots, in two buildings, strata lots 11-20.
 - (iii) Phase 3 will consist of ten (10) residential strata lots, in two buildings, strata lots 21-30; and
 - (iv) Phase 4 will consist of ten (10) residential strata lots, in two buildings, strata lots 31-40.

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

Phase	Date
1	April 30, 2020
2	May 1, 2021
3	May 1, 2022
4	May 1, 2023

DATED the _____ day of _____, 2020.

1212715 B.C. Ltd.

by its authorized signatory:

APPROVED AS TO PHASING BY THE APPROVING OFFICER as of the _____ day of _____ 2020.

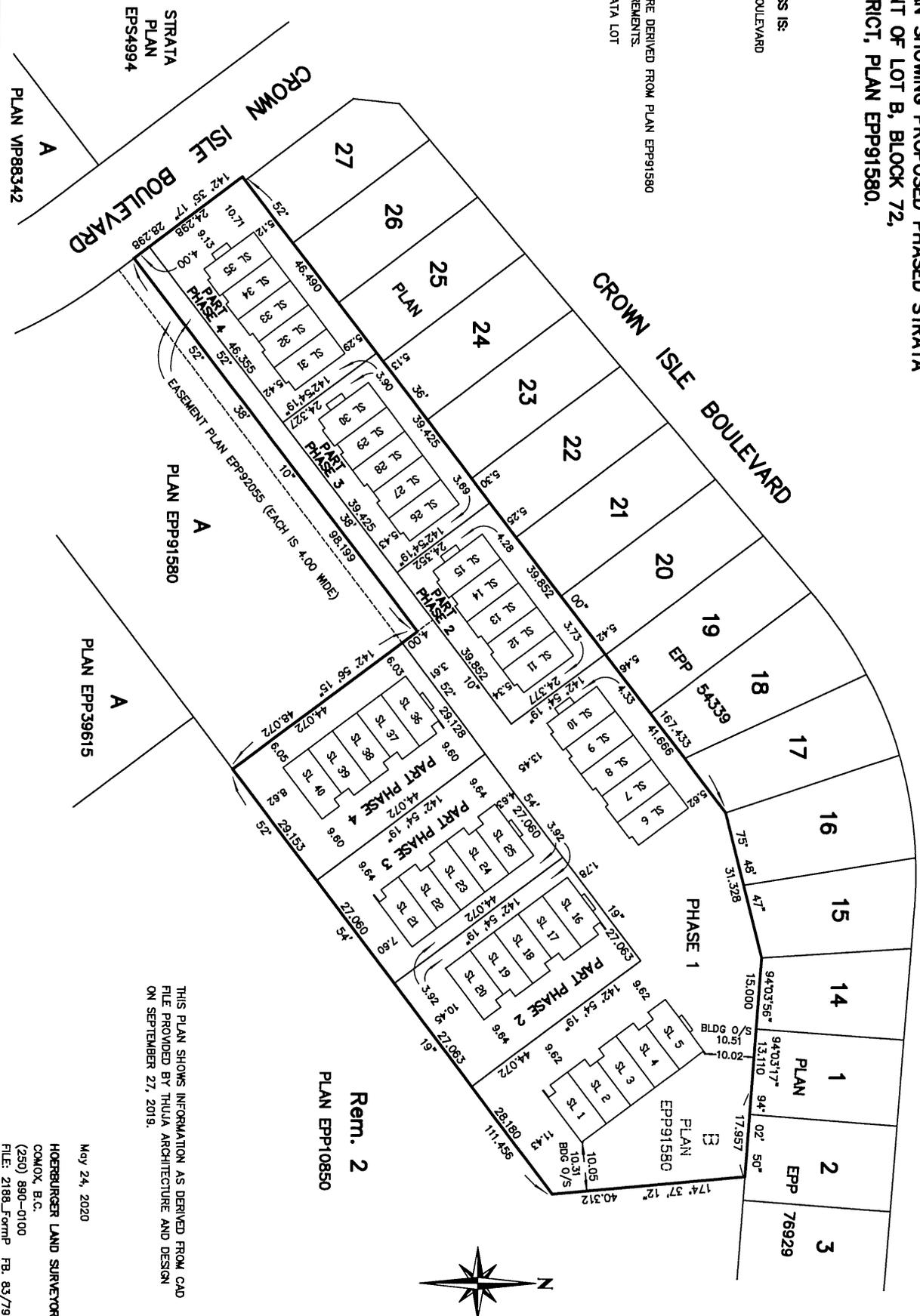
Signature of Approving Officer
City of Courtenay

SKETCH PLAN SHOWING PROPOSED PHASED STRATA DEVELOPMENT OF LOT B, BLOCK 72, COMOX DISTRICT, PLAN EPP91580.

SCALE: 1:750

THE CVC ADDRESS IS:
623 CROWN ISLE BOULEVARD
COURTENAY, B.C.

LEGEND:
LOT DIMENSIONS ARE DERIVED FROM PLAN EPP91580 AND FIELD MEASUREMENTS.
SL DENOTES STRATA LOT



THIS PLAN SHOWS INFORMATION AS DERIVED FROM CAD FILE PROVIDED BY THUIA ARCHITECTURE AND DESIGN ON SEPTEMBER 27, 2019.

May 24, 2020
HOERBURGER LAND SURVEYORS
COMOX, B.C.
(250) 890-0100
FILE: 2188_Forp FB. 03/79

Rem. 2
PLAN EPP10850

Exhibit E

Schedule of Unit Entitlement

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS6901, being a strata plan of

Parcel Identifier 030-826-357, Lot B Block 72 Comox District Plan EPP91580

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia Land Surveyor

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

Date:

Signature

OR

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

OR

- (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement
1	2,3,4	206	1
2	2,3,4	203	1
3	2,3,4	203	1
4	2,3,4	203	1
5	2,3,4	209	1
6	2,3	148	1
7	2,3	144	1
8	2,3	144	1
9	2,3	144	1
10	2,3	148	1
Total number of lots: 10			Total unit entitlement: 10

Date: ____, July, 2020

Signature of Owner Developers:

CROWN ISLE (COURTENAY) TOWNHOMES LIMITED PARTNERSHIP
By its general partner, **Crown Isle (Courtenay) Townhomes GP Inc.**

Per:

Authorized Signatory

Exhibit F
Strata Corporation Bylaws

Schedule of Standard Bylaws

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

Payment of strata fees

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

Repair and maintenance of property by owner

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

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

Use of property

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

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

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

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

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

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) one dog or one cat.

Inform strata corporation

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

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

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

(c) chimneys, stairs, balconies or other things attached to the exterior of a building;

(d) doors, windows or skylights, on the exterior of a building, or that front on the common property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

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

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

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata

corporation to enter the strata lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) chimneys, stairs, balconies and other things attached to the exterior of a building;

(D) doors, windows or skylights, on the exterior of a building or that front on the common property;

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) doors and windows on the exterior of a building or that front on the common property,

and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 -- Council

Council size

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

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

Council members' terms

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

(2) A person whose term as council member is ending is eligible for reelection.

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.

Requisition of council hearing

15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

16 (1) A quorum of the council is

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

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

Council meetings

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

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

(3) Owners may attend council meetings as observers.

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

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

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

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

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

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

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

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

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

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

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

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

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

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

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

Spending restrictions

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

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

Limitation on liability of council member

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

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

Division 4 -- Enforcement of Bylaws and Rules

Maximum fine

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

- (a) \$50 for each contravention of a bylaw, and
- (b) \$10 for each contravention of a rule.

Continuing contravention

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

Division 5 -- Annual and Special General Meetings

Person to chair meeting

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

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

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

Participation by other than eligible voters

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

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

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

Division 6 -- Voluntary Dispute Resolution

Voluntary dispute resolution

29 (1) A dispute among owners, tenants, the strata corporation or any combination of them

may be referred to a dispute resolution committee by a party to the dispute if

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

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

(2) A dispute resolution committee consists of

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

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

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

Division 7 -- Marketing Activities by Owner Developer

Display lot

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

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

Strata Property Act

Form Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

Re: Strata Plan _____, being a strata plan of

Parcel Identifier 030-826-357, Lot B Block 72 Comox District Plan EPP91580

The following differs from the Standard Bylaws to the *Strata Property Act* (the "Standard Bylaws"), as permitted by section 120 of the Act:

1. Bylaw 3(4) is deleted, and replaced with the following:

- 3 (4) An owner, tenant or occupant must not keep any pets on a strata lot other than:
- (a) A reasonable number of fish or other small aquarium animals;
 - (b) A reasonable number of small caged mammals;
 - (c) Up to 2 caged birds;
 - (d) Dogs or cats, provided that the total number of dogs and cats does not exceed two (2).

Dated as of the _____ day of _____.

CROWN ISLE (COURTENAY) TOWNHOMES LIMITED PARTNERSHIP

By its general partner, **Crown Isle (Courtenay) Townhomes GP Inc.**

Per:

Authorized Signatory

Exhibit G

Estimated Budget and Monthly Assessments

The Boulevard

Proposed Budget - Phase 1 (10 units)

REVENUE

STRATA FEE ASSESSMENTS	\$	34,540.00
INTEREST	\$	-
TOTAL REVENUE	\$	34,540.00

EXPENSES

GENERAL AND ADMINISTRATIVE

ADMINISTRATION EXPENSES	\$	300.00
LEGAL	\$	500.00
PROPERTY MANAGEMENT/ACCOUNTING	\$	7,900.00
BANK CHARGES	\$	200.00
BUILDING INSURANCE	\$	8,000.00
TOTAL GENERAL AND ADMINISTRATIVE	\$	16,900.00

Utility Services

GARBAGE/RECYCLING	\$	1,750.00
WATER/SEWER	\$	4,500.00
COMMON ELECTRICITY	\$	500.00
TOTAL MAINTENANCE COSTS	\$	6,750.00

GROUNDS & BUILDING MAINTENANCE

LANDSCAPING & IRRIGATION	\$	5,000.00
REPAIRS AND MAINTENANCE	\$	500.00
SNOW REMOVAL	\$	1,000.00
TELEPHONE (FIRE ALARM MONITORING)	\$	250.00
FIRE SAFETY AND BACKFLOW INSPECTION	\$	500.00
WINDOW WASHING / GUTTER	\$	500.00
TOTAL MAINTENANCE COSTS	\$	7,750.00

TOTAL EXPENSES \$ **31,400.00**

CONTINGENCY FUND CONTRIBUTION (CRF) 10% of Expenses \$ **3,140.00**

TOTAL BUDGETED COMMON COSTS \$ **34,540.00**

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

(Unit Entitlement Being Calculated by Surveyor)

The Strata Fee for each Strata Lot of the development is:
\$287.83

The Boulevard

Proposed Budget - Phase 2 (20 units)

REVENUE

STRATA FEE ASSESSMENTS	\$	59,785.00
INTEREST	\$	-
TOTAL REVENUE	\$	59,785.00

EXPENSES

GENERAL AND ADMINISTRATIVE

ADMINISTRATION EXPENSES	\$	600.00
LEGAL	\$	750.00
PROPERTY MANAGEMENT/ACCOUNTING	\$	10,000.00
BANK CHARGES	\$	200.00
BUILDING INSURANCE	\$	16,000.00
TOTAL GENERAL AND ADMINISTRATIVE	\$	27,550.00

Utility Services

GARBAGE/RECYCLING	\$	4,500.00
WATER/SEWER	\$	10,000.00
COMMON ELECTRICITY	\$	1,000.00
TOTAL MAINTENANCE COSTS	\$	15,500.00

GROUNDS & BUILDING MAINTENANCE

LANDSCAPING & IRRIGATION	\$	7,500.00
REPAIRS AND MAINTENANCE	\$	1,250.00
SNOW REMOVAL	\$	1,000.00
TELEPHONE (FIRE ALARM MONITORING)	\$	250.00
FIRE SAFETY AND BACKFLOW INSPECTION	\$	500.00
WINDOW WASHING / GUTTER	\$	800.00
TOTAL MAINTENANCE COSTS	\$	11,300.00

TOTAL EXPENSES \$ **54,350.00**

CONTINGENCY FUND CONTRIBUTION (CRF) 10% of Expenses \$ **5,435.00**

TOTAL BUDGETED COMMON COSTS \$ **59,785.00**

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

The Strata Fee for each Strata Lot of the development is:
\$249.10

The Boulevard

Proposed Budget - Phase 3 (30 units)

REVENUE

STRATA FEE ASSESSMENTS	\$	84,810.00
INTEREST	\$	-
TOTAL REVENUE	\$	84,810.00

EXPENSES

GENERAL AND ADMINISTRATIVE

ADMINISTRATION EXPENSES	\$	800.00
LEGAL	\$	1,000.00
PROPERTY MANAGEMENT/ACCOUNTING	\$	12,500.00
BANK CHARGES	\$	300.00
BUILDING INSURANCE	\$	24,000.00
TOTAL GENERAL AND ADMINISTRATIVE	\$	38,600.00

Utility Services

GARBAGE/RECYCLING	\$	7,500.00
WATER/SEWER	\$	15,000.00
COMMON ELECTRICITY	\$	1,500.00
TOTAL MAINTENANCE COSTS	\$	24,000.00

GROUNDS & BUILDING MAINTENANCE

LANDSCAPING & IRRIGATION	\$	9,500.00
REPAIRS AND MAINTENANCE	\$	2,000.00
SNOW REMOVAL	\$	1,250.00
TELEPHONE (FIRE ALARM MONITORING)	\$	250.00
FIRE SAFETY AND BACKFLOW INSPECTION	\$	500.00
WINDOW WASHING / GUTTER	\$	1,000.00
TOTAL MAINTENANCE COSTS	\$	14,500.00

TOTAL EXPENSES \$ **77,100.00**

CONTINGENCY FUND CONTRIBUTION (CRF) 10% of Expenses \$ **7,710.00**

TOTAL BUDGETED COMMON COSTS \$ **84,810.00**

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

The Strata Fee for each Strata Lot of the development is:
\$235.58

The Boulevard

Proposed Budget - Phase 4 (40 units)

REVENUE

STRATA FEE ASSESSMENTS	\$	122,760.00
INTEREST	\$	-
TOTAL REVENUE	\$	122,760.00

EXPENSES

GENERAL AND ADMINISTRATIVE

ADMINISTRATION EXPENSES	\$	1,100.00
LEGAL	\$	1,500.00
PROPERTY MANAGEMENT/ACCOUNTING	\$	15,000.00
BANK CHARGES	\$	450.00
BUILDING INSURANCE	\$	48,000.00
TOTAL GENERAL AND ADMINISTRATIVE	\$	66,050.00

Utility Services

GARBAGE/RECYCLING	\$	10,000.00
WATER/SEWER	\$	18,000.00
COMMON ELECTRICITY	\$	1,750.00
TOTAL MAINTENANCE COSTS	\$	29,750.00

GROUNDS & BUILDING MAINTENANCE

LANDSCAPING & IRRIGATION	\$	10,000.00
REPAIRS AND MAINTENANCE	\$	2,250.00
SNOW REMOVAL	\$	1,250.00
TELEPHONE (FIRE ALARM MONITORING)	\$	400.00
FIRE SAFETY AND BACKFLOW INSPECTION	\$	650.00
WINDOW WASHING / GUTTER	\$	1,250.00
TOTAL MAINTENANCE COSTS	\$	15,800.00

TOTAL EXPENSES \$ 111,600.00

CONTINGENCY FUND CONTRIBUTION (CRF) 10% of Expenses \$ 11,160.00

TOTAL BUDGETED COMMON COSTS \$ 122,760.00

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

The Strata Fee for each Strata Lot of the development is:
\$255.75

Exhibit H

Rental Disclosure Statement

Strata Property Act
Form J

RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: Strata Plan EPS6901, being a strata plan of Parcel Identifier 030-826-357, Lot B Block 72 Comox District Plan EPP91580

This Rental Disclosure Statement is:

- the first Rental Disclosure Statement filed in relation to the above noted Strata Plan.
- a changed Rental Disclosure Statement filed under Section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on _____.
-

- 1 The development described above includes forty (40) residential strata lots.
- 2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

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

* 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 opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

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

Description of Strata Lot	Date Rental Period Expires
<i>Strata Lots 1 to 40</i>	<i>December 31, 2045</i>

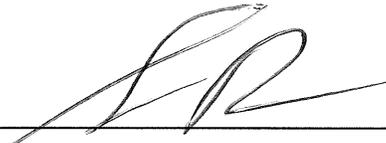
* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata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

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

Dated as of the 19 day of JUNE, 2020.

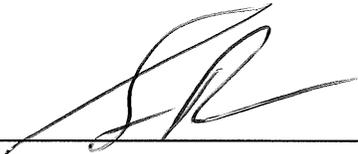
CROWN ISLE (COURTENAY) TOWNHOMES LIMITED PARTNERSHIP

By its general partner, **Crown Isle (Courtenay) Townhomes GP Inc.**

Per: 

Authorized Signatory

1212715 B.C. LTD.

Per: 

Authorized Signatory

Exhibit I

Restrictive Covenant

LAND TITLE ACT
FORM C
(Section 219.81)
Province of British Columbia

-7 OCT 2010 14:55

FB377893

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 6 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
KAHN ZACK EHRlich LITHWICK
270 10711 Cambie Road
Richmond, BC V6X 3G5 (604) 270-9571
File No. 40908
Signature of applicant, applicant's solicitor or agent
PERRY S. EHRlich

CLIENT NO: 011757

~~DYE & DORRIS~~

Submitted by
KLA Registry Services

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)
014-863-898 Lot A, Block 72, Comox District, Plan 49168, except parts in Plans VIP72302, VIP78220, VIP80915, VIP82077, VIP82902, VIP87389 and Plan VIP88342

3. NATURE OF INTEREST:*

DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)
Restrictive Covenant over portion of ~~entire~~ Lot A (8.65 hectares) shown on Plan VIP88367 Entire Instrument Transferee as owner of PID: 028-342-135 Lot A, Block 72, Comox District, Plan VIP88342

CA 1761359

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

sc 10/7/2010 2:55:08 PM 2 1
Charge 1 \$73.40

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*
SILVER SAND LAND CORP. (Inc. No. BC0352813)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
COSTCO WHOLESALE CANADA LTD. (Inc. No. A0072721)
270 - 10711 Cambie Road, Richmond, BC V6X 3G5

7. ADDITIONAL OR MODIFIED TERMS: *
N/A

8. EXECUTION(S): **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)


RICHARD J. SWIFT, QC
BARRISTER & SOLICITOR
201 - 467 Cumberland Rd.
Courtenay, BC V9N 2C5
Phone: 250-334-4461

Execution Date

Y	M	D
10	09	30

Party(ies) Signature(s)

SILVER SAND LAND CORP. by its
Authorized Signatories

Name: Ron Coulson
Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Stephanie R Gardner

Y	M	D
10	09	29

COSTCO WHOLESALE CANADA
LTD. by its Authorized Signatories

[Signature]

Name: Richard J. Olin
Assistant Secretary

Name: _____



Stephanie R
Gardner
Notary
Public

999 Lake Drive, Issaquah, Wa
98027 USA Tel: (425) 313-6469

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**PART 2 - EXPRESS CHARGE TERMS
RESTRICTIVE COVENANT**

THIS AGREEMENT dated the ___ day of September, 2010.

BETWEEN:

SILVER SAND LAND CORP.

(the "Grantor")

AND:

COSTCO WHOLESALE CANADA LTD.

(the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of certain lands and premises legally described as:

PID: 014-863-898

Lot A, Block 72, Comox District, Plan 49168, except parts in Plans VIP72302, VIP78220, VIP80915, VIP82077, VIP82902, VIP87389 and Plan VIP88342

(collectively, the "Servient Tenement").

- B. The Grantee is the registered owner in fee simple of certain lands and premises legally described as:

PID: 028-342135

Lot A, Block 72, Comox District, Plan VIP88342

(the "Dominant Tenement")

- C. The Grantor has agreed to grant this Agreement to the Grantee for the benefit of the Dominant Tenement.

WITNESS in consideration of the premises and the sum of \$1.00 and other good and valuable consideration now paid by the Grantee to the Grantor (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. The Grantor, including any of its successors or assigns, shall not, directly or indirectly, permit all or any that portion of the Servient Tenement shown in heavy black outline on the Reference Plan VIP88367 containing 8.65 hectares, dated September 22, 2010, certified correct by Bruce Lewis, B.C.L.S. (the "**Restrictive Covenant Area**"), or any property of which the Restrictive Covenant Area is made a part, to be used or operated:
 - (a) as a wholesale or retail general merchandise facility which has a merchandising concept based on a relatively limited number of stock keeping units and a large number of product categories (the "**Merchandising Concept**");
 - (b) as a grocery store or supermarket that primarily sells food products in bulk quantities (a "**Wholesale Grocer**");
 - (c) in support of a facility operating either under the Merchandising Concept or as a Wholesale Grocer including, without limiting the generality of the foregoing, as a parking lot or some other form of improvement necessary for the operation of such a facility;
 - (d) as a "**Wal-Mart**" store or "**Wal-Mart Supercenter**" or any other store operated under the "**Wal-Mart**" brand;
 - (e) as a warehouse club;
 - (f) as a business operating under the tradenames of "**Sam's**", "**Real Canadian Superstore**", "**BJ's**", "**Jetro**" or "**Smart and Final**"; or
 - (g) any business similar to a business operating under the tradenames of "**Sam's**", "**Real Canadian Superstore**", "**BJ's**", "**Jetro**" or "**Smart and Final**";

provided, however, that in no event shall any of the foregoing prohibitions prohibit the Restrictive Covenant Area from being used for or as a Costco Wholesale warehouse club or other facility then operated by the Grantee or any of its successors or assigns.

2. The Grantor, including any of its successors or assigns, shall not, directly or indirectly, sell, lease or otherwise transfer all or any portion of the Restrictive Covenant Area, or any property of which the Restrictive Covenant Area is made a part, to any person who intends on using such portion of the Servient Tenement for any of the uses prohibited by section 1.
3. Notwithstanding the foregoing, this Agreement is not intended (and shall not be construed) to prohibit any of the following uses on the Restrictive Covenant Area:

- (a) a traditional neighborhood grocery store operation similar to the one being conducted as at the date of this Agreement by retail grocers such as Canada Safeway Limited or Whole Foods Market, Canada Inc.;
- (b) a specialty retail store which sells primarily goods in a few specific product categories, such as pet food, sporting goods, office supplies, home goods, home improvements, books, toys, party supplies, craft supplies, apparel, shoes, furniture, appliances or electronics; or
- (c) a traditional department store, discount department store or junior department store, such as Hudson's Bay Co., Zellers Inc., Sears Canada Inc., or Canadian Tire Corporation, Limited (but specifically excluding Wal-Mart);

provided that, in each case, such entities do not substantially change their business operations as they exist as of the date of this Agreement such that their business operations become similar to the types of business operations restricted in section 1 of this Agreement.

- 4. The Grantor, on its own behalf and on behalf of any subsidiary, parent or other entity which controls, is controlled by, or is under common control with the Grantor, and on behalf of any successor or assign of the Grantor or such subsidiary, parent or other entity, hereby acknowledges, consents and agrees that a breach of any of the covenants set forth in this Agreement may cause immediate and irreparable damages to the Grantee and the Grantee would not be compensated adequately for such damages by a monetary award and, therefore, in the event of any such breach, in addition to all other remedies available to the Grantee at law or in equity, the Grantee shall be entitled as a matter of right to apply to a court of competent jurisdiction and to be granted such relief by way of a restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of this Agreement or prohibit any actual or threatened breach thereof.
- 5. The restrictions and covenants set forth in this Agreement shall be covenants running with the Servient Tenement, and shall be registered at the Victoria Land Title Office as covenants in favour of the Dominant Tenement.
- 6. The Grantor, immediately after the execution hereof and at its own expense, will do or cause to be done all acts or things necessary to ensure that this Agreement is registered against title to the Servient Tenement at the Victoria Land Title Office.
- 7. Nothing herein grants to the Grantee any interest in the riparian or littoral rights of the Servient Tenement which may accrete to the Servient Tenement.
- 8. The parties hereto agree that all restrictions herein are necessary and fundamental to the protection of the Grantee and its business and are reasonable and valid, and all defences to the strict enforcement thereof by the Grantee are hereby waived by the Grantor.
- 9. The failure of the Grantee to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction herein contained.
- 10. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated herewith or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia

International Commercial Arbitration Centre. The dispute shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedures for Cases under the BCICAC Rules". The place of arbitration shall be Vancouver, B.C.

11. Any notice, document or communication required or permitted to be given shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:
 - (a) sent by facsimile transmission or when personally delivered, on the date of delivery; or
 - (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is earlier provided there is no disruption in postal service at the time;

PROVIDED the notice is sent to the party at the address provided herein or to whatever address the parties from time to time advise in writing.

12. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
13. In any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
14. Wherever the singular or masculine is used herein, same shall be deemed to include references to the plural, feminine or body corporate as necessary.
15. The parties shall execute and deliver such further documents and instruments and do all acts and things as may be reasonably required to carry out the full meaning and intent of this Agreement.
16. Every reference to each party is deemed to include its successors and assigns. This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary, provided, however, it is expressly agreed by the parties hereto that, notwithstanding any other term of this Agreement, neither the Grantor nor any of its successors in title shall be liable under any of the covenants and agreements contained herein with respect to any particular lot comprising the Servient Tenement, by reason of any act, omission or breach occurring after the Grantor or such successor in title, as the case may be, has ceased to be the registered owner of such lot.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2 attached hereto).

END OF DOCUMENT

-7 OCT 2010 14:55
LAND TITLE ACT
FORM 11 (a)
(section 99 (1)(e),(j) and (k))

FB377893

APPLICATION FOR DEPOSIT OF REFERENCE
OR EXPLANATORY PLAN (CHARGE)

VIP 88367

IA
3

I, Bruce Lewis of Bruce Lewis, Land Surveying Inc., 811 Highridge Court Comox, B.C. V9M 3R4 agent of SILVER SAND LAND CORP. the owners of a registered charge apply to deposit reference/explanatory plan of RESTRICTIVE COVENANT OVER: PART OF LOT A, BLOCK 72, COMOX DISTRICT, PLAN 49168 EXCEPT PARTS IN PLANS VIP72302, VIP78220, VIP80915, VIP82077, VIP82902, VIP87389 AND VIP88342.

009-557-208 14-F63-898

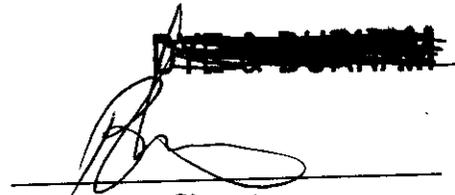
ac 10/7/2010 2:55:25 PM 2 1
Plans 1 \$60.15

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67 (u) (see below).
3. Fees of \$60.15

Submitted by
KLA Registry Services

Dated the 29th day of September, 2010.


Signature

NOTE:

- (i) Under section 67 (u) the following reproductions of the plan must accompany this application:
 - (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one white print is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
 - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot _____ created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

Exhibit J

Contract of Purchase and Sale

THE BOULEVARD

623 CROWN ISLE BOULEVARD, COURTENAY

CONTRACT OF PURCHASE AND SALE

DATE: _____

BUYER	
Name(s)	_____
Occupation	_____
Address	_____

	Telephone (home) _____ (work) _____
	Electronic Mail - _____
	Buyer's GST Number - _____
Buyer's Lawyers	_____

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

THE BUYER OFFERS TO PURCHASE FROM THE SELLER, on the terms and conditions set out in this Agreement, good and marketable freehold title to **Strata Lot** _____ as generally shown on the drawings annexed to this Agreement as Schedule 'A' (the "**Property**") to be created from part of the lands located at 623 Crown Isle Boulevard, Courtenay, British Columbia and legally described as Parcel Identifier 030-826-357, Lot B Block 72 Comox District Plan EPP91580, free and clear of all encumbrances except the Permitted Encumbrances, with any selected additions or upgrades described in Schedule 'B', and subject to any conditions listed in Schedule 'C':

1. **ACKNOWLEDGMENT** - The Buyer has received the Disclosure Statement from the Seller filed with the Superintendent of Real Estate on the ___ day of _____, 2020 to and including amendments to the ___ day of _____, 2020. The Buyer has been provided with an opportunity to read, review and to ask questions concerning the Disclosure Statement before signing this Agreement.

Initials

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

\$
 (Purchase Price)

3. **DEPOSIT** – The Deposit in the amount of is due within 72 hours after the later of:

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

\$
 (Deposit)

4. **USE OF DEPOSITS** – Deposits will be paid in trust to Cox Taylor, Barristers and Solicitors, as stakeholder, will **NOT** accrue interest and be held in accordance with the *Real Estate Services Act* and the *Real Estate Development and Marketing Act*. Deposits will be:
- (a) paid to the Seller on the Closing Date on account of the Purchase Price according to paragraph 15 below, if the Seller and the Buyer complete the sale and purchase of the Property on the Closing Date;
 - (b) paid to the Buyer in full and final satisfaction of any right or remedy the Buyer may have at law or in equity, if the Buyer is entitled to cancel this Agreement in accordance with paragraph 24 of this Agreement and elects to do so, or if the Seller, for any reason except the Buyer's default, fails to complete the sale of the Property to the Buyer as contemplated by this Agreement; or
 - (c) paid to the Seller, at the Seller's election, without prejudice to any other right or remedy the Seller may have at law or in equity, if the Buyer for any reason is in default of the Buyer's obligations under this Agreement.
5. **ADJUSTMENTS** - All Purchase Price adjustments of whatsoever nature normally made between a Seller and Buyer on the sale of similar property in British Columbia will be made as of the Closing Date. For clarity, the Buyer will assume and pay all levies, taxes, rates, local improvement assessments, and other charges, from and including the Closing Date.
6. **DELIVERY OF PURCHASE PRICE** - The Purchase Price, adjusted in the manner set out in paragraph 5 above, will be delivered by the Buyer as follows:
- (a) by payment of the Deposit in accordance with paragraph 3 which is to be delivered to the Seller's Lawyer's on or before the Closing Date;
 - (b) by payment of the Final Payment, according to paragraph 15 below.
7. **GST** -
- (a) The Purchase Price **excludes** GST, which the Buyer will pay to the Seller on the Closing Date in addition to the Purchase Price unless the Buyer is a GST Registrant.
 - (b) If a GST Registrant, the Buyer will self-assess the amount of GST exigible on the Purchase Price, and account directly to the Canada Revenue Agency. On the Closing Date, the Buyer will also deliver to the Seller a certificate executed in accordance with paragraphs 221(2)(b) and (c) of the *Excise Tax Act*.
 - (c) B.C. Transition Tax is not exigible on the Purchase Price, and the Seller is **NOT** a foreign supplier.
8. **PROPERTY** – Notwithstanding the preliminary configuration, area, and dimensions of the Property shown on the drawing annexed to this Agreement, the final configuration, area and dimensions of the Property will be established only following regulatory approval and registration of the Strata Plan. The Buyer acknowledges and agrees that the final configuration, area, and dimensions of the Property may vary from the preliminary configuration, area, and dimensions of the Property shown on the drawings annexed to this Agreement, but in no event will the final area of the Property vary by more than ten (10) percent without the Buyer's express written consent.
9. **DELAYS** - Except as provided in this paragraph 9, the Closing Date will not be later than the Target Date. At the option of the Seller, the Closing Date may be extended beyond the Target Date, where:

Initials	Initials	Initials
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- (a) there has been any delay in registration of the Strata Plan or the receipt of an occupancy permit for the Property, for any reason, and
- (b) the Seller has provided at least fourteen (14) days written notice of delay to the Buyer,

and in that case, the Closing Date will be extended by one or more periods equal to the duration of such delay, as estimated by the Seller, to a maximum aggregate period of delay not exceeding three hundred sixty-five (365) days.

10. **REPRESENTATIONS** - The Seller represents to the Buyer and warrants that:

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

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

12. **COSTS** - The Buyer will bear all costs directly related to the conveyance of the Property to the Buyer, including Property Transfer Tax and, if applicable, any costs incurred by the Buyer in arranging a mortgage over the Property. The Seller will bear all costs relating to clearing title to the Property and delivering clear title to the Buyer except for the Permitted Encumbrances.

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

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

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

15. **COMPLETION** - Sale of the Property by the Seller to the Buyer will be completed as follows:

- (a) The Closing Documents and any GST Documents which the Seller may require will be prepared by the Buyer’s Lawyers in form and substance satisfactory to the Seller’s Lawyers, acting reasonably.

Initials	Initials	Initials
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- (b) The Buyer's Lawyers will deliver the Closing Documents to the Seller's Lawyers at least five (5) business days before the Closing Date.
 - (c) On or before the Closing Date, the Seller's Lawyers will deliver to the Buyer's Lawyers duly executed copies of the Closing Documents, and the Buyer's Lawyers will deliver to the Seller's Lawyers duly executed copies of the GST Documents.
 - (d) Sale of the Property will complete at the Land Title Office, at noon (12:00 p.m.) on the Closing Date.
 - (e) On or before the Closing Date, the Buyer will deliver the Final Payment to the Buyer's Lawyers, in trust. If part of the Purchase Price is to be financed by way of a new mortgage granted to the Buyer, the Buyer may, while still required to pay the Final Payment on the Closing Date, wait to pay the same until after the Transfer and Form B Mortgage have been deposited in the Land Title Office provided that, before deposit of the said Transfer and Form B Mortgage:
 - (i) the Buyer has deposited in trust with the Buyer's Lawyers a sum equal to the Final Payment less only the part of the Purchase Price being financed by a new mortgage;
 - (ii) the Buyer has satisfied each of the mortgagee's conditions for funding, save and except deposit of the Form B Mortgage in the Land Title Office;
 - (iii) the Buyer's Lawyers have received written confirmation from the mortgagee that funds will be advanced in the normal course of business, on the basis of a pending registration; and
 - (iv) the Buyer's Lawyers have undertaken, in writing and in form satisfactory to the Seller's Lawyers, firstly to deliver the Final Payment to the Seller's Lawyers in trust upon completion of a reasonably satisfactory post-registration search of the Property title following deposit of the Transfer and Form B Mortgage and receipt of mortgage proceeds and after completion of a reasonably satisfactory post-registration search of the Property title, and, secondly, to withdraw the Transfer and Form B Mortgage if, for any reason, the Buyer is on the Closing Date unable to pay the Final Payment.
 - (f) Following payment as described in sub-paragraph (e) above, and after receipt of the Closing Documents by the Buyer's Lawyers, the Buyer will cause the Buyer's Lawyers to deposit the Transfer in the Land Title Office.
 - (g) On completion of a reasonably satisfactory post-registration search of the Property title, the Buyer will cause the Buyer's Lawyers to, firstly, authorize the Seller's Lawyers to release the Deposits to the Seller, and, secondly, deliver the Final Payment to the Seller's Lawyers, in trust.
 - (h) The requirements of this paragraph 15 are concurrent. The Buyer and Seller specifically agree that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered.
 - (i) Notwithstanding any contrary term of this Agreement, the Seller may wait to pay and discharge from the Property title any financial encumbrances described in the Disclosure Statement until after receipt of the Purchase Price.
16. **POSSESSION** – Provided that the Seller has received the Purchase Price, the Buyer will have vacant possession of the Property at 12:01 P.M. on the Possession Date, free and clear of all encumbrances, except the Permitted Encumbrances.

<i>Initials</i>	<i>Initials</i>	<i>Initials</i>
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17. **TIME** - Time will be of the essence for all purposes of this Agreement.
18. **ASSURANCES** - Each party will, at all times and from time to time, execute and deliver to the other such further assurances, acts, and documents as may be reasonably necessary to give effect to terms, covenants, representations and warranties in this Agreement.
19. **AMENDMENT** - This Agreement may not be amended or otherwise modified without the express written agreement of the Seller and the Buyer.
20. **RESALE** - The Buyer will not advertise or solicit offers from the public with respect to the Property, or otherwise list the Property on the Multiple Listing Service in advance of the Closing Date.
21. **ASSIGNMENT** –
- (a) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- (b) **WITHOUT THE SELLER'S PRIOR CONSENT, ANY ASSIGNMENT OF THIS AGREEMENT IS PROHIBITED.** The Buyer may, with the Seller's prior written consent and subject to the remaining terms of this paragraph 21, assign this Agreement to a member of the Buyer's immediate family or a company that is wholly owned by the Buyer.
- (c) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- (d) Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
- (i) the party's identity;
- (ii) the party's contact and business information;
- (iii) the terms of the assignment agreement.
- (e) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**
- (f) An assignment of this Agreement will not be effective unless:
- (i) the Buyer has delivered to the Seller's Lawyers all Deposits then due, the receipt of which has been acknowledged by the Seller's Lawyers, in writing;
- (ii) the Buyer has paid, to the Seller, an administrative fee equal to the greater of \$5,000.00, plus GST and fifty percent of any fee paid directly or indirectly to the buyer, as assignor, by or on behalf of the assignee, plus goods and services tax, as consideration for the Seller's consent to assignment and as reimbursement of the Seller's associated legal and administrative costs;

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(iii) the assignment is in writing (the “**Assignment Agreement**”), in form and substance approved by the Seller, acting reasonably, and includes, without limitation, the explicit agreement of the Buyer and the assignee:

(A) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment,

(B) to provide the Seller with the information and records required under the *Real Estate Development Marketing Act*;

(iv) the Seller has executed the Assignment Agreement.

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

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

(a) The Seller has an agency relationship with the Seller’s Agent, licensed under the *Real Estate Services Act*;

(b) **THE BUYER HAS NO AGENCY RELATIONSHIP WITH THE SELLER’S AGENT.**

24. **CANCELLATION** –

(a) The Buyer may cancel this Agreement where entitled to do so according to Section 21 of the *Real Estate Development Marketing Act*.

(b) The Seller may cancel this Agreement by giving 10 days written notice to the Buyer:

(i) if the Strata Plan, for any reason, is not registered in the Land Title Office within one year after the Target Date;

(ii) if the Seller determines that it is necessary to redesign the development including the Property such that the proposed layout, location, design, or area of the Property will be materially different from what is shown in the Disclosure Statement;

(iii) if the Seller does not enter into agreements to sell at least twenty-five (25.0%) percent of the residential strata lots in Phase 1 of the Development on or before March 31, 2021; and

(iv) if at any time before March 31, 2021 the Developer determines that the construction of the development on the Property is not economically feasible.

and on delivering notice to the Buyer, this Agreement will be void and of no further force or effect, and each party will be relieved of any further obligation to the other.

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

25. **DEFINITIONS** - In this Agreement and in any Schedule attached:

Initials	Initials	Initials
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- (a) **“Agreement”** means this contract of purchase and sale and any schedule attached.
- (b) **“Closing Documents”** means:
- (i) the Form A Freehold Transfer (the “Transfer”);
 - (ii) the Seller’s Statement of Adjustments (the “Statement of Adjustments”);
 - (iii) a *Strata Property Act* Form B Information Certificate; and
 - (iv) a *Strata Property Act* Form F Certificate of Payment.
- (c) **“Closing Date”** means:
- the earlier of
- (i) the tenth (10th) business day following the later of the registration of the Strata Plan in the Land Title Office and the receipt of an occupancy permit for the Property, and
 - (ii) a date established by the Seller according to paragraph 9 of this Agreement.
- (d) **“Deposit”** or **“Deposits”** means the deposit set out in paragraph 3 of this Agreement.
- (e) **“Disclosure Statement”** means the disclosure statement dated the __ day of _____, 2020 as amended to the date of this Agreement, and prepared by the Seller in accordance with the provisions of the *Real Estate Development Marketing Act* filed with the Superintendent of Real Estate, together with any amendments filed with the Superintendent of Real Estate to and including the date upon which this Agreement has been signed.
- (f) **“Final Payment”** means a sum equal to the Purchase Price as adjusted in accordance with paragraph 5 above, less the Deposits previously paid to the Seller’s Lawyers.
- (h) **“GST”** means 5% Goods and Services Tax.
- (i) **“GST Documents”** means a certificate issued by the Buyer pursuant to Section 221(2)(b) and 221(2)(c) of the *Excise Tax Act (Canada)*.
- (g) **“Permitted Encumbrances”** means the subsisting conditions, provisos, restrictions, exceptions and reservations in the original crown grant for the Property (or a parent parcel of the Property, as the case may be), together with the other encumbrances noted in Section 4 of the Disclosure Statement.
- (h) **“Possession Date”** means the day immediately following the Closing Date.
- (i) **“Purchase Price”** means the amount set out on page 1, paragraph 2 of this Agreement.
- (j) **“Buyer’s Lawyers”** mean the solicitors retained by the Buyer to complete purchase of the Property from the Seller.
- (k) **“Strata Plan”** means a strata plan of part of the lands presently described as Parcel Identifier 030-826-357, Lot B Block 72 Comox District Plan EPP91580, by which marketable title to the Property will be created.
- (l) **“Seller’s Agent”** means Max Wright Real Estate, doing business as Sotheby's International Realty Canada.

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(m) "Seller's Lawyers" means Cox Taylor, Barristers & Solicitors.

(n) "Target Date" means November 30, 2020.

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

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

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

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

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

The Buyer

Name: _____

Per: _____ ●

Address: _____

Occupation: _____

Per: _____ ●

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

Dated at the City of _____, this _____ day of _____ 2020.

CROWN ISLE (COURTENAY) TOWNHOMES LIMITED PARTNERSHIP
by its General Partner, **Crown Isle (Courtenay) Townhomes GP Inc.**

Per: _____

Initials

GST DISCLOSURE

Purchase Price (before GST) - \$

GST (5% of the Purchase Price) - \$

GST Rebate (assigned to the Seller) – N/A

Purchase Price (including GST) - \$

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Initials

SCHEDULE 'A'
THE PROPERTY

<i>Initials</i>	<i>Initials</i>	<i>Initials</i>
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SCHEDULE 'B'
ADDITIONS AND UPGRADES

In addition to the Purchase Price, the Buyer agrees to pay to the Seller the sum of \$ _____ plus GST for the following selected additions and/or upgrades:

Appliance Package Upgrade Option

\$1,500.00 - Samsung Upgrade Package

- Refrigerator – Model # RF24R7201SR – Stainless
- Range - Model # NX58H9500WS – Stainless
- Dishwasher – Model # DW80R9950US – Stainless
- Washer – Model # WF45M5500AP – Grey
- Dryer - Model # DVE45M5500P – Grey

Electric Vehicle Charging Station in Garage

\$1,750.00

<i>Initials</i>	<i>Initials</i>	<i>Initials</i>
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SCHEDULE 'C'
BUYER'S CONDITIONS

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

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

(b) _____

(c) _____

(d) _____

(e) _____

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

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