



**UNAPPROVED MINUTES OF THE STRATA COUNCIL MEETING  
STRATA PLAN EPS3925 – THE SHIRE  
HELD AT THE PROLINE VICTORIA OFFICE BOARDROOM ON TUESDAY, NOVEMBER 28, 2017**

---

**Council in attendance:** Brenda Yanchuk  
Adam Crichton  
Jennifer Spencer  
Thomas Stone

**Absent, with Regrets:** Niyosha (Newsha) Rahimi  
Xiao (Bonita) Bai  
Mica Munro

**Proline Management Ltd:** Paul Merrien, Property Manager

**1. CALL TO ORDER**

The meeting was called to order at 5:00pm.

**2. CONFIRMATION OF A QUORUM**

With four Council Members present, quorum was achieved.

**3. INTRODUCTION FOR NEW EXECUTIVE MEMBERS**

**3.1 Distribution of Executive USB Manuals**

Management distributed strata council manuals to each council member. Management indicated that the manuals were prepared based on feedback from client surveys regarding difficulties faced by new council members in learning the responsibilities of council members, how to work with management, reading the financial statements, etc. Management indicated that this information is all contained in the strata council manual, as well as the agency agreement with the strata corporation and other important information. When a new council is elected at the next Annual General Meeting, new manuals will be prepared that include recent minutes, operating statements and other documents that will assist new council members in getting up to speed on the operations of the strata corporation. Management encouraged council members to review the manual and contact it with any questions, comments or suggestions.

**3.2 Description of Executive Roles and Election of Executive Members**

Positions of Council were discussed in relation to the fiscal year. Management noted that Council needs to elect a President, Vice President, Secretary and Treasurer. It was agreed that the following members would become the executive roles for the Strata Council:

President:	Thomas Stone
Vice President:	Jennifer Spencer
Secretary:	Adam Crichton
Treasurer:	Brenda Yanchuk

**Motion: To elect the above-noted members to the executive positions.**

**PROLINE MANAGEMENT LTD.**

201 – 20 Burnside Road West, Victoria, BC V9A 1B3 | T: 250.475.6440 F: 250.475.6442  
Westshore: 250.915.8888 | Nanaimo: 250.754.6440 | www.prolinemanagement.com

**Moved:** Thomas Stone  
**Seconded:** Adam Crichton  
**Carried unanimously.**

### 3.3 Establishment of Executive On Call Roster

Management explained that as part of being a council member, there are often times where a licensed property manager who is on call for Proline Management will have to contact a council member in order to establish or investigate an issue at the building after hours. Management suggested that those council members who would prefer not to be primary contacts in emergencies make it known to Management. Council members who would be willing to take calls after hours in order to assist with any emergencies that might arise at the building were asked to let Management know via email so that the emergency contact documents could be updated accordingly.

**Action:** Council to provide information to management as to whether they are available to be contacted in an emergency.

### 3.4 Council Code of Conduct

Management advised Council that it has developed a code of conduct council members to review. This conduct outlines basic expectations of the members in their roles. This includes but not limited to being prepared for meetings, understanding the financials, acting in the best interest of owners and declaring conflict of interests. Management advised that council members were not obliged to sign such a document, but members should review and make a decision at the next meeting as to whether or not this is something that it wants to implement moving forward. Council agreed that it was a good idea and will review the document and provide feedback at the next meeting.

**Action:** Management to provide Council the code of conduct to review prior to the next meeting.

### 3.5 Appoint a Privacy Officer

Management advised Council that they are required to have a privacy officer and a privacy policy for the strata corporation. There was a brief discussion regarding the requirements for the privacy officer and the information set out by the Personal Information Protection Act (PIPA), and Management will provide Council with this information for its review.

**Action:** Council to review the requirement for PIPA and implementing a Privacy Policy

### 3.6 Priorities & Planning

Management discussed with Council the benefits of setting priorities and planning for the year ahead. Management challenged the Council to think about the items that they want to pursue in the next fiscal year in order to help maintain and manage the common property for the Strata Corporation. Management suggested that organizing maintenance, improve communication with owners and other such initiatives may be a good start moving forward. Council agreed and will give it some thought and report back at the next Meeting.

### 3.7 Building Keys and Tour

Management provided Council with the building keys for the building that allows access into every common area of the building. Council and Management suggested that time should be set aside to complete a building walkthrough so that Council understands where everything is moving forward. Council agreed.

**Action:** Management to plan a building tour for the Strata Council – Council to review all common area rooms and mechanical equipment.

### 4. ADDITIONS OR CHANGES TO THE AGENDA

There were no additions or changes to the agenda.

### 5. APPROVAL OF THE AGENDA

**Motion:** To approve the agenda as presented.

**Moved:** Thomas Stone

**Seconded:** Brenda Yanchuk

**Carried unanimously.**

### 6. APPROVAL OF THE PREVIOUS MINUTES

As this is the first Strata Council meeting, there were no minutes to approve.

### 7. BUSINESS ARISING FROM THE PREVIOUS MINUTES

As this is the first Strata Council meeting, there was no business arising.

### 8. APPROVAL OF OPERATING STATEMENTS

Management confirmed that each month the Strata will receive an operating statement for the Operating Account and the Contingency Reserve Account. Management suggested that Council review the Strata Council binders in relation to how to read the financial statements in order for the Strata Council to understand their format. Council agreed and will look forward to receiving the first statement in December.

### 9. MAINTENANCE SCHEDULE

Management confirmed that, within the first six months of operation, Council and Management will be working together to undertake a maintenance schedule in order for owners to understand when key operating maintenance will be undertaken at the building. This will include window cleaning, gutter cleaning, landscape maintenance, HVAC repairs and maintenance, parkade gate maintenance, parkade cleaning, etc. Council will work with Management to ensure that this is completed within the first six months of operation.

### 10. COMMON PROPERTY WARRANTY CLAIMS

Management confirmed that Council will likely need to make some warranty claims in relation to unfinished deficient work at the building and that there is a process that needs to be followed in order to ensure that the Strata is adequately protected when making a claim. The process is for the Strata Corporation to notify the builder of any deficiencies, copying in the warranty company. This is the same for unit owners in relation to their suites and should have received warranty

information from the Developer on or prior to moving in to their unit. If owners have any questions relating to their own unit deficiencies, they should be directed to Lyle Sargent [lyallsargent@gmail.com](mailto:lyallsargent@gmail.com) and copy in the warranty company.

## 11. NEW BUSINESS

### 11.1 Communications

Management suggested that the strata council consider the implementation of a formal correspondence policy, particularly for electronic correspondence, to ensure that strata corporation correspondence is managed centrally. It was suggested that the strata council consider an email address that would be used for all electronic correspondence, rather than relying on the use of personal email addresses of council members. Management indicated that a free email account can be set up that the Secretary would manage, distributing emails received to management and council members in advance of meetings. The email address would have an auto response advising owners and residents that their emails have been received and will be discussed at the next council meeting. If requests are of an urgent or emergency nature, the auto response will direct them to call management.

**Action:** Strata Council to set up a Strata Council email address for Council correspondence.

**Action:** Management to send out a (“communicating with your strata council”) with these minutes

### 11.2 Security Upgrades

Management indicated that every new building is tested for their security in the first few months of being occupied. Management took it upon themselves to meet with the locksmith to review areas that may be concern for the Strata Corporation. These areas were identified as the front entrances to the building, which require astragals to be installed and also extra hardware to make it more difficult for the storage and bike storage locker rooms to be broken into. Council reviewed the price at the cost of \$2,628.69 in order to install three custom-fitted astragals on the lobby doors, and prep and install lever guards on all the parkade level storage rooms.

Council believe that this is a proactive approach to mitigate any concerns relating to security and suggested that it proceed. With there being no further discussion, the following motion was made:

**Motion:** To proceed with Laing’s Lock and Key service to install security hardware on the lobby doors, storage lockers and mechanical rooms at a cost of \$2,628.69

**Moved:** Thomas Stone

**Seconded:** Jennifer Spencer

**Carried Unanimously.**

Council confirmed that there may be some other areas of concern relating to security, namely the back stairwells, which would require significant alterations to mitigate people

from occupying those areas, as it is considered access for shelter and suggestions should be sought from fencing companies in order to resolve this potential concern.

Management will liaise with a number of trades and also the Developer in order to understand what can be done in this area.

**Action:** Management to instruct Laing's Lock to complete the security improvement

**Action:** Management to review other the Quadra stairwell access to review security options.

### 11.3 Garbage

Council noted that there have been significant issues relating to the garbage whereby owners are not using the bins provided. It was noted that some of the bins are contained within the locked area which Council requested Management to remove the lock to provide easier access. Management agreed.

**Action:** Management to request locksmith to remove the locks on the garbage room doors.

Council also received information from Alpine Disposal and also Management in relation to how to adequately sort the waste. Council will continue to monitor this situation and understand that owners are just moving into the building and will take some time to get to a normal state for garbage pickups. In the meantime, the cleaners are working diligently to ensure that this area is kept reasonably clean.

**Action:** Management to install information signage re: recycling

### 11.4 Cleaning

Council instructed Management to seek out a cleaning contractor after the Annual General Meeting to fill in in the interim prior to this meeting. Council noted that the deep cleaning is still in progress and there are areas in which they need to be improved moving forward. However, Council believe that the contractor in place, Delco Building Maintenance, can provide the service required and agreed to continue with their services. With there being no further discussion, the following motion was made:

**Motion:** **To proceed with Delco Building Maintenance for the cleaning contract for The Shire.**

**Moved:** Thomas Stone

**Seconded:** Jennifer Spencer

**Carried Unanimously.**

### 11.5 Landscaping

Council also requested Management to liaise with the landscaping contractor to provide a price and ensure that the landscaping is maintained at the level expected. Management advised that the landscaper is due to start on December 1, 2017 and has discussed all of the items with the installing landscaper to ensure that warranties are protected. The new company is Beechwood Landscaping. Council reviewed the quote provided and noted

that it was within the budget that was approved by the owners. With there being no further discussion, the following motion was made:

**Motion:** To proceed with Beechwood Landscaping for the maintenance contact for landscaping.

**Moved:** Adam Crichton

**Seconded:** Jennifer Spencer

**Carried Unanimously.**

**Action:** Sign the contract with Beechwood Landscaping.

#### 11.6 Enterphone

Management confirmed that the enterphones are provided by Mircom Distributions. Mircom have an ability to allow remote access to the enterphones so that programming can be done from Management's office. With there being a significant amount of turnover and changes to the names required and the time that it takes to do so, Council suggested that Management engage Mircom Distributions to install the modems required in order to allow them to update the enterphone from the office. Council believe that this is a cost-effective and time-saving approach to undertaking this work. With there being no further discussion, the following motion was made:

**Motion:** To approve the expenditure of \$690.00 to install the remote access modems in Management's office for the purposes of enterphone updates.

**Moved:** Thomas Stone

**Seconded:** Brenda Yanchuk

**Carried Unanimously.**

**Action:** Install remote access for the enterphone for Management.

#### 11.7 Elevators – Warranty Period: Sept 2017 –Sept 2018

Management advised Council that the elevator warranty period runs from September 2017 to September 2018. This means that the warranty period and the servicing is free until September 2018 and that the money budgeted for the elevator expenses for the first fiscal year will likely remain untouched. This is good news for the Strata Corporation as they are able to build their operating cash flow as this category is typically a large amount. Management advised that any callouts during the business hours would be of no charge, however, if there are concerns relating to the elevators outside of office hours, it would be charge at an inflated rate.

Council noted that there is one elevator making significant noise and requested Management to advise the elevator technicians to come out to review the issue.

**Action:** Management to advise elevator technicians relating to the noise pertaining to the elevator in B Building.



## 11.8 Parking and Lockers

Management confirmed that there have been a number of requests in relation to the parking and storage lockers for the building. With limited information provided from the Developer in relation to the allocated parking stalls and lockers, it is unclear as to which ones in the parkade are available for owners to rent moving forward. Council and Management will review the information provided by the Developer and understand the parking stalls that are common property that belong to the Strata Corporation and are unassigned to any unit. Council will then review the rules in relation to the monitoring and administering the unused parking stalls and will notify the residents as to when they are available to rent.

**Action:** Management and Council to review the parking assignments to ensure that they are correct and identify unused parking stalls for rent.

Management also indicated that in order to rent the parking stalls, it would need to have a Rule ratified at the next Annual General Meeting so that it can charge user fees for the use of the common property. Failure to have that Rule means that the parking stalls can only be assigned by exclusive use and free of charge.

## 11.9 Parkade Gate Maintenance

Council noted that the parkade gate requires regular quarterly maintenance to ensure it is in full operational order. Council reviewed the contract provided by Harbour Door Services and requested Management to enter into the agreement. Management agreed.

**Action:** To engage Harbour Door Services, the installing contractor for the gate, to undertake regular scheduled maintenance on the parkade gate.

## 12. CORRESPONDENCE

### 12.1 General Smoking Complaint

Council received correspondence in relation to smoking. Council noted that this building is, as per the Bylaws, a smoke-free building and requested Management to notify the residents in relation to this issue. Management agreed and suggested that noticeboards be purchased for each building so that these types of messages can be relayed to the owners moving forward. Council agreed and requested Management to distribute a general notification to the owners relating to smoking.

### 12.2 Strata Lot 42 – Handicap Stall Request

Council confirmed that this item will be treated seriously. However, do not know the allocations of the parking stalls at this moment. Following Council and Management's review of the parking stalls, Council will liaise with the owner in order to pursue an allocation for the request for the handicap parking stall.

**Action:** Management to send bylaw warning letter.

### 12.3 Strata Lots 77 – Noise Complaint

Council confirmed they had received a noise complaint and requested Management to issue a Bylaw infraction letter.

**Action:** Management to send bylaw warning letter.

12.4 Strata Lot 78 – Noise Complaint

Council confirmed they had received a noise complaint and requested Management to issue a Bylaw infraction letter.

**Action:** Management to send bylaw warning letter.

13. **NEXT MEETING DATE**

The date for the next meeting is to be arranged.

14. **TERMINATION**

There being no other business to discuss, the meeting was terminated at 6:20pm.

Supplied to StrataDocs on 2017/12/15  
Ordered by Ron Neal on 2018/04/03



## THE SHIRE

### Communicating with your Strata Council

---

Owners and residents of The Shire are able to communicate with the strata council in writing by two methods: traditional mail or email.

Any traditional mail must be sent to: Strata Plan ESP 3925, c/o Proline Management Ltd., 201-20 Burnside Road West, Victoria, B.C. V9A 1B3. Email must be sent to [theshirestrata@gmail.com](mailto:theshirestrata@gmail.com). Any mail or email sent to the personal address of a council member will not be received as official written correspondence and will not be considered by the strata council.

Any written correspondence that is received will be considered at the next scheduled strata council meeting. The property manager will communicate any decision of the strata council regarding any correspondence items based upon the direction of the strata council at the council meeting. Strata council members will only communicate directly with owners or residents in writing if agreed by the strata council at the meeting where the correspondence item is considered.

To ensure that the strata council and management are able to consider correspondence items effectively, owners and residents are asked to provide any written correspondence to the strata council one week before each scheduled strata council meeting. Please note that the date of the next strata council meeting is set out in the minutes of each council meeting.

If emergency or time limited correspondence is received (such as a request for an exemption from the rental restriction based on hardship), it will be considered by the council electronically so that a decision can be communicated to the owner or resident as quickly as possible. Whether an item constitutes an emergency will be at the discretion of the strata council, acting reasonably.

**In the event of an emergency in your unit or at the building, please call Proline Management Ltd. at 250.475.6440 as a licensed property manager is on call 24 hours a day, 7 days a week. Owners and residents should never use email to report a *bona fide* emergency situation that requires immediate attention.**

**Thank you!**

#### PROLINE MANAGEMENT LTD.

Victoria: Tel: 250.475.6440 Fax: 250.475.6442 | Nanaimo: Tel: 250.754.6440 Fax: 250.754.6448  
Mailing Address: 201-20 Burnside Road West, Victoria, BC V9A 1B3 | [www.prolinemanagement.com](http://www.prolinemanagement.com)



November 10, 2017

The Owners, Strata Plan EPS3925  
1016, 1018, 1020 Inverness Rd  
Victoria, BC

Dear Owners:

**RE: The Shire – Minutes of Annual General Meeting**

Thank you to all who were able to attend the Annual General Meeting either in person or by proxy. Please find attached the unapproved minutes of the Annual General Meeting held October 31, 2017. Please retain these minutes in your files as they will need to be approved at the next General Meeting of the Strata Corporation. A copy of the approved Annual assessment fees for each unit is also enclosed.

You can pay your Annual assessment fees by pre-authorized debit, post-dated cheques or cash. If you do not pay by pre-authorized debit, you can download the forms from our website at [www.prolinemanagement.com](http://www.prolinemanagement.com). To activate automatic payments, we need the completed form by the 20<sup>th</sup> of the preceding month.

If paying by a series of cheques, please make them payable to **Proline Management Ltd. "in trust"** or **Strata Plan EPS3925** and include your unit number and the name of your complex.

Please note that there is a Shire website that contains the Annual General Meeting minutes, your bylaws, the minutes of monthly council meetings and a number of other documents of importance to Shire owners. You can register for the website at [www.prolinemanagement.com](http://www.prolinemanagement.com). To help reduce costs for the strata corporation, we encourage you to consent to electronic delivery of documents when registering for your website.

The management team assigned to your community consists of your Property Manager, Paul Merrien, and your Strata Operations Coordinator, Ambrosia Hall. We welcome you to contact any member of your management team if you have questions, comments or concerns.

Yours truly,

**PROLINE MANAGEMENT LTD.**

Authorized Agent for Strata Plan EPS3925

A handwritten signature in black ink, appearing to be 'PM', written over a faint, diagonal watermark that reads 'Supplied to StrataDocs.com 2017-11-16' and 'Ordered by Ron Neal of RE/MAX Alliance on Apr 03, 2018'.

Paul Merrien  
Property Manager

**PROLINE MANAGEMENT LTD.**

201 – 20 Burnside Road West, Victoria, BC V9A 1B3 | T: 250.475.6440 F: 250.475.6442  
Westshore: 250.915.8888 | Nanaimo: 250.754.6440 | [www.prolinemanagement.com](http://www.prolinemanagement.com)



**UNAPPROVED MINUTES OF THE ANNUAL GENERAL MEETING  
STRATA PLAN EPS3925 – THE SHIRE  
TUESDAY, OCTOBER 31, 2017**

**Location:** Comfort Inn and Suites  
3020 Blanshard Street

**Units Represented**

**In Person:**

<u>Owner</u>	<u>Strata Lot #</u>	<u>Owner</u>	<u>Strata Lot #</u>
0728581 BC Ltd (Jim McLaren)	1	0728581 BC Ltd (Jim McLaren)	2
Moen, Linda	4	0728581 BC Ltd (Jim McLaren)	5
0728581 BC Ltd (Jim McLaren)	6	0728581 BC Ltd (Jim McLaren)	7
0728581 BC Ltd (Jim McLaren)	10	0728581 BC Ltd (Jim McLaren)	11
0728581 BC Ltd (Jim McLaren)	12	Duazo, Neil & Jeanete	13
Zhang, Rhongda & Gan, Luyun	14	0728581 BC Ltd (Jim McLaren)	15
Robertson, Ian (Ross)	16	Geng, Dandan	21
Chen, Shu	22	Gray, Christopher Allan	24
Mofrad, Malihe Pourmalek Nikravan	25	Rahimi, Niyosha	29
Thomson, Connor & Shelley	30	Bergen, Jonathan Wilson	34
Doetzel, Ronald Norman & Kathleen Louise	36	Spencer, Jennifer Marie	37
Karamanian, Jacob & Sharleen	44	Nesnidalova, Ivasna & Nesnidal, Ludek	45
Scozzafava, Denise Maria	46	Chang, Michael	47
Bai, Xiao (Bonita)	48	Laurier, Etienne	49
Bujold, Renaud Joseph & Fonger, Wanda Lynn	51	Crichton, Adam	55
Yanchuk, Brenda	56	Hadden, Jennifer Elizabeth	61
Jiang, Shuo	65	Munro, Mica Leah	66
Carriere, Patrick Elzear	67	Lam, Ka Fung Connie	70
Zuin-Hamann, Claudia	71	Ip, Ka Ling	77
Jiang, Shuo	79	Stone, Thomas & Susan	83
Dubetz, Damon Scott & Christopher Thomas	86	Park, Kee Hong (Justin)	90

**By Proxy:**

Martens-Koosman, Nicole	17	Watts, Morgan Ashley, Adam & Tiffany Tyler	60
Fong, Lye Fun & Conti, Gerald Richard	89		

**Representing Proline Management Ltd.:** Paul Merrien, Property Manager

**PROLINE MANAGEMENT LTD.**

201 – 20 Burnside Road West, Victoria, BC V9A 1B3 | T: 250.475.6440 F: 250.475.6442  
Westshore: 250.915.8888 | Nanaimo: 250.754.6440 | www.prolinemanagement.com

1. **CALL TO ORDER**

The meeting was called to order at 6:01pm by Paul Merrien of Proline Management (Management).

2. **REMARKS FROM THE DEVELOPER**

Jim McLaren attended the meeting and welcomed all new owners to The Shire. He is very proud of the project and confirmed there were a few issues at the time of moving in for the residents that have now hopefully been resolved. Overall the handover went well, and he confirmed that the developer is committed to making sure all owners are happy in their homes and will assist the owners in any questions they might have.

3. **CERTIFY PROXIES AND CORPORATE REPRESENTATIVES AND ISSUE VOTING CARDS**

Management reported that the proxies had been certified and voting cards had been issued at the registration.

4. **DETERMINE THAT THERE IS A QUORUM**

Management reported that 48 of 90 strata lots were present in person or by proxy at the start of the meeting, thereby meeting the requirements of a quorum under the *Strata Property Act* (the "Act").

5. **ELECT A PERSON TO CHAIR THE MEETING, IF NECESSARY**

Paul Merrien volunteered to chair the meeting. There being no objections the following motion was then made:

**Motion:** That Paul Merrien chair the meeting.

**Moved:** SL 83

**Seconded:** SL 16

**Carried unanimously.**

6. **PRESENT PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE**

Management reported that the Notice of Meeting had been distributed to all owners on October 12, 2017 in accordance with the provisions of the Act.

7. **APPROVE THE AGENDA**

**Motion:** That the agenda be approved as circulated.

**Moved:** SL 83

**Seconded:** SL 56

**Carried unanimously.**

8. **REVIEW THE OPERATIONS OF A STRATA CORPORATION**

This being the first Annual General Meeting for Strata Plan EPS3925 and there being a majority of first time strata property owners, Paul Merrien went through how Strata Corporations function, the need for and importance of a Strata Council, the duties and responsibilities of a Strata Council, and the relationship between the Strata Council and the property management company.

9. **ELECTION OF COUNCIL MEMBERS**

Nominations for the Strata Council were welcomed from the floor. The following owners

volunteered to serve on Strata Council and introduced themselves to those present:

Niyosha (Newsha) Rahimi SL 29,  
Jennifer Spencer, SL 37,  
Xiao (Bonita) Bai SL 48,  
Adam Crichton SL 55,  
Brenda Yanchuk SL 56,  
Thomas Stone SL83,  
Mica Munro SL66.

There being no further volunteers or nominations, the following motion was made:

**Motion:** To elect Niyosha (Newsha) Rahimi, Jennifer Spencer, Xiao (Bonita) Bai, Adam Crichton, Brenda Yanchuk, Mica Munro and Thomas Stone to the strata council for 2017/18.

**Moved:** SL 1

**Seconded:** SL 16

**Carried with none opposed.**

**10. RECEIPT OF INFORMATION REQUIRED FROM DEVELOPER UNDER SECTION 20(2)(A) OF THE STRATA PROPERTY ACT (THE "ACT")**

Paul Merrien indicated that some documentation had been provided to them. The remainder would be forwarded as soon as possible.

**11. REPORT ON INSURANCE COVER IN ACCORDANCE WITH SECTION 154 OF THE ACT**

The Strata Corporation has an obligation to insure the building to its full replacement cost and an independent replacement cost appraisal is updated to determine this cost. There is an ability of the Strata Corporation to charge back deductibles to owners responsible for certain claims, such as water damage claims. Please note that the deductible for water damage claims is \$5,000.

Owners should ensure that their personal policies allow for payment of up to \$5,000 to the Strata Corporation for water damage insurance deductibles, as water damage deductibles are often the responsibility of the unit owner.

Owners should also confirm their adequacy of coverage for any earthquake deductibles that might be charged back to them, as the amount can be significant.

Owners should also be aware the Strata's insurance policy DOES NOT covers household contents, including items in vehicles or locker spaces, betterments or improvements or displacement coverage if a resident had to live elsewhere due to a loss.

Owners should ensure that their personal policies allow for adequate coverage and include loss assessment for the Strata's deductible amounts to ensure adequate protection in the event of a claim by the Strata for which the Owner may be deemed responsible.

Owners are reminded that if the cost of damage to a strata lot is below the Strata's deductible and no strata claim is initiated, the Strata Corporation has no legal obligation to repair the strata lot. Therefore, the owner of a strata lot affected by damage may be responsible for repairs to their unit, regardless of how the damage occurred.

While all Owners are entitled to coverage under the Strata's policy, the limit to which the Strata can recover costs is based on the value of the deductible involved in the claim (e.g. Water Damage - \$5,000).

**12. APPROVE THE BUDGET FOR THE COMING YEAR IN ACORDANCE WITH SECTION 103 OF THE ACT**

The budget for Fiscal 2018 was reviewed and the following motion was then made:

**Motion:** That the proposed budget for Fiscal 2018 be adopted as presented.

**Moved:** SL 83

**Seconded:** SL 16

**Carried unanimously.**

**13. NEW BUSINESS**

There was a brief discussion on some items that have occurred since moving in, and Management encouraged owners to make their observations known to them in writing so that the Strata Council can review these items at Council level and act upon them.

**14. TERMINATE THE MEETING**

There being no further business, the meeting was terminated at 7:10pm.

**Motion:** That the meeting be terminated.

**Moved:** SL 83

Supplied to StrataDocs on 2017/11/16  
Ordered by Ron Neal on 2018/04/03



**THE OWNERS STRATA PLAN EPS3925 (THE SHIRE)**  
**STATEMENT OF OPERATING FUND**  
**First Year of Operations**  
**Approved budget for the fiscal year ended October 31, 2018**

DESCRIPTION	FISCAL 2018 BUDGET
<b>INCOME</b>	
Strata Assessments - Operating	229,471.00
Strata Assessments - Reserve	22,950.00
<b>TOTAL INCOME</b>	<b>252,421.00</b>
<b>OPERATING EXPENSES</b>	
<b>Building Common Areas</b>	
Hydro	43,659.00
Water & Sewer	25,957.00
Garbage & Recycling	8,785.00
Elevator	13,892.00
Janitorial	17,847.00
Building Maintenance-General	18,169.00
Supplies	3,243.00
Grounds Maintenance - Regular	28,117.00
Insurance	33,525.00
Telephone	7,894.00
<b>Subtotal - Building Common Areas</b>	<b>201,088.00</b>
<b>Administration</b>	
Property Management Fees	26,866.00
Administration & Postage	542.00
Accounting/Legal	542.00
Dues/Fees	433.00
<b>Subtotal - Administration</b>	<b>28,383.00</b>
<b>Other Expenses</b>	
Transfer to Reserve - Assessments	22,950.00
<b>Subtotal - Other Expenses</b>	<b>22,950.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>252,421.00</b>
<b>NET CASH FLOW - SURPLUS/(DEFICIT)</b>	<b>0.00</b>
<b>OPENING BALANCE, OPERATING FUND</b>	<b>0.00</b>
<b>CLOSING BALANCE, OPERATING FUND</b>	<b>0.00</b>

Submitted to StrataDocs on 2017/11/16  
 Order by Ron Neal (018/04/03)

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017 Verified: Nov 16, 2017

**THE OWNERS STRATA PLAN EPS3925 (THE SHIRE)**  
**STATEMENT OF CONTINGENCY RESERVE FUND**  
**First Year of Operations**  
**Approved budget for the fiscal year ended October 31, 2018**

<b>FISCAL 2018 BUDGET</b>	
<b>CONTRIBUTIONS</b>	
Monthly Assessments	22,950.00
<b>Total Contributions</b>	<b>22,950.00</b>
<b>EXPENSES</b>	
<b>Total Expenses</b>	<b>0.00</b>
<b>NET INCREASE/(DECREASE) IN FUND</b>	<b>22,950.00</b>
<b>OPENING FUND BALANCE</b>	<b>0.00</b>
<b>CLOSING FUND BALANCE</b>	<b>22,950.00</b>

Supplied to StrataDocs on 2017/11/16  
 Ordered by Ron Neal on 2018/04/03

**The Shire**  
**Approved Schedule of Strata Fees**  
**First Year of Operations**

Strata Lot	Unit Number	Unit2 Entitlement	Operating Assessment	Contingency Assessment	Total Monthly Assessment
1	1018-101	50	165.56	16.56	182.12
2	1018-102	50	165.56	16.56	182.12
3	1018-103	74	245.03	24.51	269.54
4	1018-104	74	245.03	24.51	269.54
5	1018-105	50	165.56	16.56	182.12
6	1018-201	50	165.56	16.56	182.12
7	1018-202	50	165.56	16.56	182.12
8	1018-203	74	245.03	24.51	269.54
9	1018-204	74	245.03	24.51	269.54
10	1018-205	50	165.56	16.56	182.12
11	1018-301	50	165.56	16.56	182.12
12	1018-302	50	165.56	16.56	182.12
13	1018-303	77	254.97	25.50	280.47
14	1018-304	77	254.97	25.50	280.47
15	1018-305	50	165.56	16.56	182.12
16	1018-401	50	165.56	16.56	182.12
17	1018-402	50	165.56	16.56	182.12
18	1018-403	77	254.97	25.50	280.47
19	1018-404	77	254.97	25.50	280.47
20	1018-405	50	165.56	16.56	182.12
21	1018-501	50	165.56	16.56	182.12
22	1018-502	50	165.56	16.56	182.12
23	1018-503	50	165.56	16.56	182.12
24	1018-504	50	165.56	16.56	182.12
25	1018-505	50	165.56	16.56	182.12
26	1016-101	50	165.56	16.56	182.12
27	1016-102	50	165.56	16.56	182.12
28	1016-103	75	248.35	24.84	273.19
29	1016-104	75	248.35	24.84	273.19
30	1016-105	77	254.97	25.50	280.47
31	1016-106	77	254.97	25.50	280.47
32	1016-201	50	165.56	16.56	182.12
33	1016-202	50	165.56	16.56	182.12
34	1016-203	74	245.03	24.51	269.54
35	1016-204	75	248.35	24.84	273.19
36	1016-205	77	254.97	25.50	280.47
37	1016-206	77	254.97	25.50	280.47
38	1016-301	50	165.56	16.56	182.12
39	1016-302	50	165.56	16.56	182.12
40	1016-303	77	254.97	25.50	280.47
41	1016-304	78	258.28	25.83	284.11
42	1016-305	77	254.97	25.50	280.47
43	1016-306	77	254.97	25.50	280.47
44	1016-401	50	165.56	16.56	182.12
45	1016-402	50	165.56	16.56	182.12
46	1016-403	78	258.28	25.83	284.11
47	1016-404	78	258.28	25.83	284.11
48	1016-405	77	254.97	25.50	280.47
49	1016-406	77	254.97	25.50	280.47
50	1016-501	77	254.97	25.50	280.47

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Supplied to StrataDocs on 2017/11/16  
 Ordered by Resale on 2016/04/03

**The Shire**  
**Approved Schedule of Strata Fees**  
**First Year of Operations**

Strata Lot	Unit Number	Unit2 Entitlement	Operating Assessment	Contingency Assessment	Total Monthly Assessment
51	1016-502	78	258.28	25.83	284.11
52	1016-503	78	258.28	25.83	284.11
53	1016-504	50	165.56	16.56	182.12
54	1016-505	77	254.97	25.50	280.47
55	1016-601	77	254.97	25.50	280.47
56	1016-602	78	258.28	25.83	284.11
57	1016-603	78	258.28	25.83	284.11
58	1016-604	50	165.56	16.56	182.12
59	1016-605	77	254.97	25.50	280.47
60	1020-101	50	165.56	16.56	182.12
61	1020-102	50	165.56	16.56	182.12
62	1020-103	74	245.03	24.51	269.54
63	1020-104	74	245.03	24.51	269.54
64	1020-105	50	165.56	16.56	182.12
65	1020-106	50	165.56	16.56	182.12
66	1020-107	50	165.56	16.56	182.12
67	1020-201	50	165.56	16.56	182.12
68	1020-202	50	165.56	16.56	182.12
69	1020-203	74	245.03	24.51	269.54
70	1020-204	74	245.03	24.51	269.54
71	1020-205	50	165.56	16.56	182.12
72	1020-206	50	165.56	16.56	182.12
73	1020-207	50	165.56	16.56	182.12
74	1020-301	50	165.56	16.56	182.12
75	1020-302	50	165.56	16.56	182.12
76	1020-303	77	254.97	25.50	280.47
77	1020-304	77	254.97	25.50	280.47
78	1020-305	78	258.28	25.83	284.11
79	1020-306	77	254.97	25.50	280.47
80	1020-401	50	165.56	16.56	182.12
81	1020-402	50	165.56	16.56	182.12
82	1020-403	77	254.97	25.50	280.47
83	1020-404	77	254.97	25.50	280.47
84	1020-405	78	258.28	25.83	284.11
85	1020-406	77	254.97	25.50	280.47
86	1020-501	77	254.97	25.50	280.47
87	1020-502	78	258.28	25.83	284.11
88	1020-503	78	258.28	25.83	284.11
89	1020-504	51	168.87	16.89	185.76
90	1020-505	77	254.97	25.50	280.47

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Supplied to StrataDocs on 2017/11/16  
 Ordered by Res Deal on 2016/04/03

**The Shire**  
**Proposed Schedule of Earthquake Deductibles**

*The Schedule below is presented for information and reference. The Schedule illustrates each strata lot owner's share of the Strata Corporation's earthquake insurance deductible, should the Strata Corporation have to file an insurance claim arising out of damage caused by an earthquake. The amount for each strata lot is based upon Unit Entitlement, similar to strata fees or special assessments. The amounts are based upon a 10% deductible and a property valuation of \$14,272,000.00 for the period of August 25, 2017 to August 25, 2018. Refer to the chart and communicate this information to your personal insurance broker to ensure adequate coverage is in place for your unit. Please note that insurers may have a ceiling dollar amount that they offer for this type of coverage. If so, the owner would be responsible for the difference.*

Strata Lot	Unit Entitlement	Operating Assessment
1	51	12,506.40
2	51	12,506.40
3	75	18,391.76
4	75	18,391.76
5	51	12,506.40
6	51	12,506.40
7	51	12,506.40
8	75	18,391.76
9	75	18,391.76
10	51	12,506.40
11	51	12,506.40
12	51	12,506.40
13	75	18,391.76
14	75	18,391.76
15	51	12,506.40
16	51	12,506.40
17	51	12,506.40
18	75	18,391.76
19	75	18,391.76
20	51	12,506.40
21	51	12,506.40
22	51	12,506.40
23	51	12,506.40
24	51	12,506.40
25	51	12,506.40
26	51	12,506.40
27	51	12,506.40
28	75	18,391.76
29	75	18,391.76
30	79	19,372.64
31	78	19,127.42
32	51	12,506.40
33	51	12,506.40
34	75	18,391.76
35	75	18,391.76
36	79	19,372.64
37	78	19,127.42
38	51	12,506.40

**The Shire**  
**Proposed Schedule of Earthquake Deductibles**

*The Schedule below is presented for information and reference. The Schedule illustrates each strata lot owner's share of the Strata Corporation's earthquake insurance deductible, should the Strata Corporation have to file an insurance claim arising out of damage caused by an earthquake. The amount for each strata lot is based upon Unit Entitlement, similar to strata fees or special assessments. The amounts are based upon a 10% deductible and a property valuation of \$14,272,000.00 for the period of August 25, 2017 to August 25, 2018. Refer to the chart and communicate this information to your personal insurance broker to ensure adequate coverage is in place for your unit. Please note that insurers may have a ceiling dollar amount that they offer for this type of coverage. If so, the owner would be responsible for the difference.*

Strata Lot	Unit Entitlement	Operating Assessment
39	51	12,506.40
40	75	18,391.76
41	75	18,391.76
42	79	19,372.64
43	78	19,127.42
44	51	12,506.40
45	51	12,506.40
46	75	18,391.76
47	75	18,391.76
48	79	19,372.64
49	78	19,127.42
50	78	19,127.42
51	78	19,127.42
52	78	19,127.42
53	51	12,506.40
54	78	19,127.42
55	78	19,127.42
56	78	19,127.42
57	78	19,127.42
58	51	12,506.40
59	78	19,127.42
60	51	12,506.40
61	51	12,506.40
62	75	18,391.76
63	75	18,391.76
64	51	12,506.40
65	51	12,506.40
66	51	12,506.40
67	51	12,506.40
68	51	12,506.40
69	75	18,391.76
70	75	18,391.76
71	51	12,506.40
72	51	12,506.40
73	51	12,506.40
74	51	12,506.40
75	51	12,506.40
76	75	18,391.76



**The Shire**  
**Proposed Schedule of Earthquake Deductibles**

*The Schedule below is presented for information and reference. The Schedule illustrates each strata lot owner's share of the Strata Corporation's earthquake insurance deductible, should the Strata Corporation have to file an insurance claim arising out of damage caused by an earthquake. The amount for each strata lot is based upon Unit Entitlement, similar to strata fees or special assessments. The amounts are based upon a 10% deductible and a property valuation of \$14,272,000.00 for the period of August 25, 2017 to August 25, 2018. Refer to the chart and communicate this information to your personal insurance broker to ensure adequate coverage is in place for your unit. Please note that insurers may have a ceiling dollar amount that they offer for this type of coverage. If so, the owner would be responsible for the difference.*

Strata Lot	Unit Entitlement	Operating Assessment
77	75	18,391.76
78	79	19,372.64
79	78	19,127.42
80	51	12,506.40
81	51	12,506.40
82	75	18,391.76
83	75	18,391.76
84	79	19,372.64
85	78	19,127.42
86	78	19,127.42
87	78	19,127.42
88	78	19,127.42
89	51	12,506.40
90	78	19,127.42

Supplied to StrataDocs.com 2017/11/16  
 Ordered by Ron Nelson 2018/04/03

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017 Verified: Nov 16, 2017

**THE OWNERS STRATA PLAN EPS3925 (THE SHIRE)**  
**STATEMENT OF OPERATING FUND**  
**First Year of Operations**  
**Approved budget for the fiscal year ended October 31, 2018**

DESCRIPTION	FISCAL 2018 BUDGET
<b>INCOME</b>	
Strata Assessments - Operating	229,471.00
Strata Assessments - Reserve	22,950.00
<b>TOTAL INCOME</b>	<b>252,421.00</b>
<b>OPERATING EXPENSES</b>	
<b>Building Common Areas</b>	
Hydro	43,659.00
Water & Sewer	25,957.00
Garbage & Recycling	8,785.00
Elevator	13,892.00
Janitorial	17,847.00
Building Maintenance-General	18,169.00
Supplies	3,243.00
Grounds Maintenance - Regular	28,117.00
Insurance	33,525.00
Telephone	7,894.00
<b>Subtotal - Building Common Areas</b>	<b>201,088.00</b>
<b>Administration</b>	
Property Management Fees	26,866.00
Administration & Postage	542.00
Accounting/Legal	542.00
Dues/Fees	433.00
<b>Subtotal - Administration</b>	<b>28,383.00</b>
<b>Other Expenses</b>	
Transfer to Reserve - Assessments	22,950.00
<b>Subtotal - Other Expenses</b>	<b>22,950.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>252,421.00</b>
<b>NET CASH FLOW - SURPLUS/(DEFICIT)</b>	<b>0.00</b>
<b>OPENING BALANCE, OPERATING FUND</b>	<b>0.00</b>
<b>CLOSING BALANCE, OPERATING FUND</b>	<b>0.00</b>

**THE OWNERS STRATA PLAN EPS3925 (THE SHIRE)**  
**STATEMENT OF CONTINGENCY RESERVE FUND**  
**First Year of Operations**  
**Approved budget for the fiscal year ended October 31, 2018**

<b>FISCAL 2018 BUDGET</b>	
<b>CONTRIBUTIONS</b>	
Monthly Assessments	22,950.00
<b>Total Contributions</b>	<b>22,950.00</b>
<b>EXPENSES</b>	
<b>Total Expenses</b>	<b>0.00</b>
<b>NET INCREASE/(DECREASE) IN FUND</b>	<b>22,950.00</b>
<b>OPENING FUND BALANCE</b>	<b>0.00</b>
<b>CLOSING FUND BALANCE</b>	<b>22,950.00</b>

Supplied to StrataDocs on 2017/11/16  
 Ordered by Ron Neal on 2018/04/03

**DISCLOSURE STATEMENT**

of

**SL SHIRE LANDING LTD.**, as the General Partner for  
**SHIRE URBAN LIVING LIMITED PARTNERSHIP**,  
and **0728581 B.C. LTD.**, as Bare Trustee  
(together referred to as the Developer”)

**For the Development known as:**  
The Shire, Victoria, British Columbia

**DEVELOPER:** Shire Urban Living Limited Partnership (the “Partnership), by its General Partner, SL Shire Landing Ltd. (the “General Partner”) and 0728581 B.C. LTD., (the “Bare Trustee”)

**Business Address:** 7281 Trans Canada Highway, PO Box 640  
Duncan, B.C. V9L 3X9

**Address for Service:** 360 – 1070 Douglas Street  
Victoria, B.C. V8W 2C4


**REAL ESTATE BROKERAGE:**

Chuck Meagher Personal Real Estate Corporation  
Century 21 Queenswood Realty Ltd.  
1845 B Fort Street,  
Victoria, BC, V8R 1J6  
(250) 477-1100

**DATE OF DISCLOSURE STATEMENT:** April 22, 2016

**THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE REAL ESTATE DEVELOPMENT MARKETING ACT. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.**

**THIS DISCLOSURE STATEMENT RELATES TO A DEVELOPMENT PROPERTY THAT IS NOT YET COMPLETED. PLEASE REFER TO SECTION 7.2 FOR INFORMATION ON THE PURCHASE AGREEMENT. THAT INFORMATION HAS BEEN DRAWN TO THE ATTENTION OF \_\_\_\_\_ (insert purchaser’s name), WHO HAS CONFIRMED THAT FACT BY INITIALING THE SPACE PROVIDED HERE:**

**\_\_\_\_\_ (initials)**  
DS  


This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017.

### **RIGHT OF RESCISSION**

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

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

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

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

## TABLE OF CONTENTS

<u>Section Number</u>	<u>Page</u>
1. The Developer	4
2. General Description	5
3. Strata Information	7
4. Title and Legal Matters	11
5. Construction and Warranties	13
6. Approvals and Finances	14
7. Miscellaneous	15
8. Deemed Reliance	18
9. Declaration	18



## 1. THE DEVELOPER

- 1.1 The Developer is a limited partnership know as Shire Urban Living Limited Partnership, registered as a limited partnership in British Columbia on January 27, 2015, registration number LP0651671.

SL Shire Landing Ltd. is the general partner for Shire Urban Living Limited Partnership and was incorporated for that purpose. The General Partner will not engage in any business other than acting as General Partner of the Partnership. The General Partner was incorporated in British Columbia on September 18, 2012 under incorporation number BC0950517.

0728581 B.C. Ltd., as Bare Trustee appointed by agreement with the General Partner, holds the registered legal interest in the Lands on behalf of the Developer. The Bare Trustee was incorporated in British Columbia on June 28, 2005 under incorporation number BC0728581.

- 1.2 The Developer was created specifically for the purpose of developing the strata lots. Neither the Partnership nor the General Partner have any assets other than the development property. The Bare Trustee has assets other than its registered interest in the development property. The Developer is the beneficial owner of the Development and all transfers of the strata lots to purchasers will be made by the Bare Trustee on behalf of the Developer.

- 1.3 The address of the registered and records offices of the Partnership and of the General Partner is:

360 – 1070 Douglas Street  
Victoria, B.C. V8W 2C4

The address of the registered and records offices of the Bare Trustee is:

202 – 1006 Fort Street  
Victoria, B.C. V8V 3K4

- 1.4 James Allen McLaren, David Franklin Vidalin and Lon Wansbrough are the only directors of the Developer and are residents of British Columbia.

- 1.5 (1) The officers, directors and principal holders of the Developer have developed in excess of fifty (50) properties on Vancouver Island since the 1970's, both alone and in association with other developers. The types of developments include land subdivisions, bare land strata subdivisions, strata duplexes and strata condominiums/townhouses (both residential and commercial).
- (2) Neither the Developer, nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's Declaration forming part of this Disclosure Statement, has been

subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (3) Neither the Developer, nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the five years before the date of the Developer's Declaration forming part of this Disclosure Statement, was declared bankrupt 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.
- (4) Neither the Developer, nor any director, officer or principal holder of the Developer, nor any director or officer of the principal holder, within the five years before the date of the Developer's Declaration forming part of this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
  - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangements or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

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

## 2. GENERAL DESCRIPTION

### 2.1 General Description of the Development

The Development is located at the intersection of Quadra Street and Inverness Avenue, in the Municipality of Saanich, Province of British Columbia.

This is a strata condominium development which will consist of ninety (90) strata condominium units (the "Lots") in three (3) separate wood frame buildings. Building A will

contain 25 Lots on five (5) floors; Building B will contain 34 Lots on six (6) floors; and Building C will contain 31 Lots on five (5) floors. All of the Lots are proposed to be marketed for sale by the Developer.

A copy of a Site Plan (eighteen sheets) showing the proposed layout and location of the Lots is attached as Exhibit "A". The layout of the proposed Lots are preliminary and the exact locations of the buildings and strata lots may vary from those shown on Exhibit "A" when the final Strata Plan is completed and registered. A full sized copy of the proposed Strata Plan will be made available by the Developer for review by prospective purchasers upon request following its preparation by the surveyor. Prospective purchasers should verify all measurements that are of importance to them and should obtain and examine a copy of the Strata Plan registered at the Victoria Land Title Office with regard to this Development prior to completion of their purchase.

The strata lots will be owned individually in fee simple, together with a proportionate share in the common property and other assets of the Strata Corporation which will be owned as tenants-in-common by the owners of the strata lots.

The configuration, interior finishing and included appliances for each Lot will be as set out in the marketing material distributed to prospective purchasers by the Developer's real estate broker and incorporated into the purchase agreement for the Lot. **The Developer may substitute materials and appliances of reasonably equivalent quality and value and make minor modifications in features and design of the Development and Lot as in the opinion of the Developer's architect or interior designer are desirable and reasonable, and may use materials other than as described in the plans and specifications, all without compensation to purchasers.**

## 2.2 Permitted Use

The intended usage of the Development is residential condominiums.

The zoning applicable to the Development is Residential Mixed Zone (RM-6) and permitted uses include:

- i) Apartment;
- ii) Attached Housing;
- iii) Congregate Housing;
- iv) Home Occupation Office and Daycare for preschool children;
- v) Accessory Buildings and Structures.

Other uses may be permitted and it is recommended that prospective purchasers obtain a copy of the Zoning By-Law from the Municipality of Saanich, 770 Vernon Avenue, Victoria, BC V8X 2W7 (Tel: 250-475-1775) and that they conduct all inquiries necessary to ensure that the zoning is satisfactory for their purposes.

2.3 Phasing

The Development will not be constructed in phases.

3. STRATA INFORMATION

3.1 Unit Entitlement

- i) The Unit Entitlement of each strata lot is a number that is used in calculations to determine the strata lot's share of the common property and assets and the common expenses and liabilities of the strata corporation.
- ii) The Strata Property Act requires that for residential strata lots, the Unit Entitlement must be calculated as one of the following:
  - (a) the habitable area, in square metres, of the strata lot as determined by a British Columbia land surveyor, rounded to the nearest whole number;
  - (b) a whole number that is the same for all of the strata lots; or,
  - (c) a number that is approved by the Superintendent of Real Estate and that in the Superintendent's opinion allocates a fair portion of the common expenses to the owner of the strata lot.

"Habitable area" means the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls or storage areas other than closet space.

The proposed Form V - Schedule of Unit Entitlement for the Strata Plan is attached as Exhibit "B" and shows that the Unit Entitlement for the Development shall be based on the habitable area, in square metres, of the strata lot as determined by a British Columbia land surveyor, rounded to the nearest whole number. The actual Unit Entitlement will be determined and finalized by the surveyor prior to registration of the Strata Plan and may be slightly different than as shown on Exhibit "B". Prospective purchasers should carefully review the final Form V - Schedule of Unit Entitlement that is filed at the Land Title Office concurrently with the Strata Plan in order to satisfy themselves in this regard.

3.2 Voting Rights

Each strata lot shall have one vote in the Strata Corporation.

3.3 Common Property and Facilities

The common facilities will consist of one hundred and one (101) underground and twenty-two (22) aboveground parking spaces for owners, guests and additional vehicles. Twenty (20) of the aboveground parking spaces are proposed to be designated as guest/visitor

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 16:16:16 Verified: Nov-16-2017 16:16:16

parking and two (2) of the underground parking spaces and two (2) of the aboveground parking spaces are proposed to be designated as handicapped parking. In addition, there will be common property consisting of the elevators, sprinkler rooms, electrical/telephone rooms, machine/mechanical rooms, storage lockers, interior corridors, lobbies and stairs, exteriors of the buildings and balconies, yard and landscaped areas, fencing, security lighting and intercom systems.

The Developer is not allowing for any recreational facilities in the Development and there will not be a manager's residence or caretaker's suite in the Development.

#### 3.4 Limited Common Property

Limited common property is an area within the common property that may be used exclusively by one or more lot owners and any additional maintenance expense created thereby will be paid by such owner(s).

Each Lot will have an area of limited common property patio or balcony appurtenant to the Lot. The proposed areas of limited common property are shown on Exhibit "A".

#### 3.5 Bylaws

The Bylaws proposed for the Strata Corporation are those contained in the Standard Bylaws set out in the Strata Property Act of British Columbia as amended by the changes set out in the proposed Form Y – Owner Developer's Notice of Different Bylaws attached as Exhibit "C". The Bylaws do not contain any age, rental or pet restrictions.

#### 3.6 Parking

There shall be one hundred and one (101) underground and twenty-two (22) aboveground parking spaces for owners, guests and additional vehicles. Twenty (20) of the aboveground parking spaces are proposed to be designated as guest/visitor parking and two (2) of the underground parking spaces and two (2) of the aboveground parking spaces are proposed to be designated as handicapped parking. The proposed locations of the parking spaces are shown on Exhibit "A".

The allocation of parking spaces will be controlled by the Strata Council following its election at the First Annual General Meeting and by the Developer (exercising the powers and performing the duties of the Strata Council) prior to its election. The Developer reserves the right to designate some or all of the parking spaces as limited common property prior to the First Annual General Meeting, in which case the Strata Council's control of the allocation of parking spots will be subject to those designations.

It is intended by the Developer that one (1) parking space will be allocated for each Lot. A second parking space may be allocated to nine (9) of the Lots at a monthly rental fee to be determined by the Developer and payable to the Strata Corporation. The monthly rental fee is subject to change by the Strata Council following its election.

### 3.7 Furnishings and Equipment

A fridge, stove, dishwasher, microwave/hood fan combo, washer and dryer are proposed to be included in the purchase price of each Lot. No furnishings will be included in the purchase price of any Lot.

### 3.8 Budget

An interim budget for a typical full year of operating expenses of the Strata Corporation based on current costs is attached as Exhibit "D". Exhibit "D" also sets out the estimated monthly assessment for each strata lot. Following the First Annual General Meeting, the assessments will be established by the Strata Council.

The Developer will make a contribution to the Contingency Reserve Fund at the time of the first conveyance of a strata lot to a purchaser by paying the lesser of:

- (a) 5% of the estimated annual operating expenses as set out in Exhibit "D" multiplied by the number of years or partial years since the deposit of the strata plan; and
- (b) 25% of the estimated annual operating expenses as set out in Exhibit "D".

The Developer will pay the actual expenses of the Strata Corporation that accrue in the period up to the last day of the month in which the first conveyance of a strata lot to a purchaser occurs.

Section 14 of the Strata Property Act provides as follows:

- (1) the strata corporation must pay the expenses that accrue in the period beginning the first day of the month following the month in which the first conveyance of a strata lot to a purchaser occurs until the date the first annual budget takes effect;
- (2) during the period referred to in subsection (1), the owners must pay to the strata corporation, each month, their monthly share of the estimated operating expenses of the strata corporation and contribution to the contingency reserve fund as set out in the interim budget;
- (3) the strata corporation must not use money in the contingency reserve fund to pay expenses that accrue before the owners approve the first annual budget;
- (4) subject to subsection (5), if the expenses accrued by the strata corporation, for the period referred to in subsection (1) are greater than the operating expenses estimated in the interim budget for that period, the owner developer must pay the difference to the strata corporation within 8 weeks after the first annual general meeting;
- (5) if the accrued expenses referred to in subsection (4) are 10% or more greater than the operating expenses estimated in the interim budget for that period, the owner developer must include in the payment referred to in subsection (4) an additional amount calculated according to the regulations;
- (6) if the expenses accrued by the strata corporation, for the period referred to in subsection (1), are less than the operating expenses estimated in the interim budget

- for that period, the strata corporation must refund the difference to the owners in amounts proportional to their contributions;
- (7) despite subsection (6), if no owner is entitled to receive more than \$100 in total under subsection (6), the strata corporation may deposit the difference in the contingency reserve fund;
  - (8) if no budget is approved at the first annual general meeting, the period referred to in subsections (4), (5) and (6) ends at the first annual general meeting.

Section 3.1(1) of the regulations to the Strata Property Act referred to in subsection (5) above, provide that the additional amount shall be calculated as follows:

- (a) if the accrued expenses are at least 10% greater but less than 20% greater than the estimated operating expenses, the additional amount is the amount payable under section 14(4) of the Strata Property Act multiplied by 2;
- (b) if the accrued expenses are at least 20% greater than the estimated operating expenses, the additional amount is the amount payable under section 14(4) of the Strata Property Act multiplied by 3.

### 3.9 Utilities and Services

The Development is located within the Municipality of Saanich and will be provided with water, electricity, sewerage, fire protection, telephone services and cablevision. Road access is from Inverness Road.

Strata Lot Taxes - Each strata lot purchaser shall be responsible for real property taxes for his strata lot. Property taxes are levied by and payable to the Municipality of Saanich.

Strata Lot Expenses - The following utilities will be separately metered or assessed to each strata lot and will be the responsibility of each strata lot owner:

- electricity,
- cablevision,
- telephone.

Other Expenses - The following utilities will be paid by the Strata Corporation and their cost will be prorated to the owners of the strata lots and included in the monthly assessments:

- water for common property and individual strata lots,
- electricity for common property, and
- property and public liability insurance coverages required to be maintained by the Strata Corporation pursuant to the Strata Property Act.

### 3.10 Strata Management Contracts

Initial management will be provided by the Developer or a professional manager retained by the Developer until the first annual general meeting of the Strata Corporation is held.

Thereafter, management will be the responsibility of the strata council. The Developer does not propose to enter into any strata management contract that will bind the Strata Corporation.

3.11 Insurance

The Developer has arranged course of construction insurance coverage in respect of the Development and will arrange for placement of the property and liability insurance coverages required to be maintained by the Strata Corporation pursuant to the Strata Property Act from the expiry of the course of construction insurance until at least four (4) weeks after the first annual general meeting of the Strata Corporation has been held. The property insurance will include fixtures and coverage for major perils. "Fixtures" means items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items. "Major perils" means the perils of fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts. The liability insurance will be in a minimum amount of \$2,000,000.

Insurance Agent:       Hendry Swinton McKenzie Insurance Services  
                              (Attn: Ross McKenzie)  
                              830 Pandora Avenue  
                              Victoria, B.C. V8W 1P4  
                              Phone: (250) 388-5555

**Purchasers will be solely responsible for insuring the contents of their own strata lot and for placing liability insurance coverage for their own strata lot.**

3.12 Rental Disclosure Statement

The Developer retains the option to rent units and has filed a Rental Disclosure Statement in that regard with the Superintendent of Real Estate. A copy of the Rental Disclosure Statement is attached as Exhibit "E".

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

Parcel Identifier: 029-516-463  
Lot A, Section 63, Victoria District, Plan EPP49839

A copy of a title search print for the property conducted on April 21, 2016 is attached as Exhibit "F".

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 Verified: Nov-16-2017



4.2 Ownership

0728581 B.C. Ltd. holds legal title to the lands and premises upon which the Development is to be constructed as bare trustee for the Developer who holds beneficial title.

4.3 Existing Encumbrances and Legal Notations

The following are the existing encumbrances registered on the titles to the lands and premises upon which the Development is to be constructed:

- i) Legal Notation CA1293715, a copy of which is attached as Exhibit "G";
- ii) Legal Notation CA3105746, a copy of which is attached as Exhibit "H";
- iii) Legal Notation CA3830295, a copy of which is attached as Exhibit "T";
- iv) Personal Property Security Act Notice CA4947456 (expires 2021/01/31), a copy of which is attached as Exhibit "J";
- v) Undersurface Rights in favour of Her Majesty the Queen in Right of the Province of British Columbia;
- vi) Covenant in favour of The Corporation of the District of Saanich registered under number CA3062380, a copy of which is attached hereto as Exhibit "K";
- vii) Statutory Right of Way in favour of The Corporation of the District of Saanich registered under number CA4281671, a copy of which is attached hereto as Exhibit "L";
- viii) Mortgage and Assignment of Rents in favour of Canadian Western Bank are registered under numbers CA4947454 and CA4947455, respectively. This is the construction financing referred to in Section 6.2 below;

4.4 Proposed Encumbrances

No further encumbrances, covenants or liens are proposed or anticipated to be registered or filed in respect to the Development other than the following:

- i) The Developer proposes to enter into a Housing Agreement with the Corporation of the District of Saanich containing substantially the terms attached hereto as Exhibit "M", which Housing Agreement may be registered as a Covenant charge against the property in favour of the Corporation of the District of Saanich prior to, or concurrently with, registration of the Strata Plan.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017, Verified: Nov-16, 2017

- ii) Statutory Right of Way in favour of Telus Communications Inc., in its standard form, may be registered as a charge against the Common Property prior to, or concurrently with, registration of the Strata Plan;
- iii) Statutory Right of Way in favour of B.C. Hydro and Power Authority, in its standard form, may be registered as a charge against the Common Property prior to, or concurrently with, registration of the Strata Plan;
- iv) Statutory Right of Way in favour of Shaw Cablesystems, in its standard form, may be registered as a charge against the Common Property prior to, or concurrently with, registration of the Strata Plan.

Purchasers should instruct their conveyancing Solicitors or Notaries Public to obtain a detailed title search of their particular Lot for detailed review prior to registration of any Transfer.

4.5 Outstanding or Contingent Litigation or Liabilities

There is, to the best of the knowledge, information and belief of the Developer, no outstanding or contingent litigation or liabilities in respect to the development property or against the Developer which may affect the Strata Corporation or strata lot owners.

4.6 Environmental Matters

The Developer is not aware of any flooding danger to these lands. The Developer is not aware of any danger to the lands arising from the condition of the soil or subsoil, nor are there any requirements imposed by the Municipality of Saanich or any other governmental authorities relating to flooding or the condition of the soil or subsoil.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Construction of the Development commenced in early January, 2016. It is expected that construction will be substantially completed between January 1, 2018 and March 31, 2018.

It is anticipated that the owners of some of the strata lots will take possession and occupy strata lots while construction continues on the remaining strata units and the common property. Residents of the strata units should expect noise, dust, disruption of services and other such inconvenience normally associated with construction during construction working hours until the completion of the Development. In addition, during all construction working hours throughout the construction period, trucks and other vehicles may use roadways in the

Development for access to the strata lots or common property on which construction is occurring. The Developer will make every effort to minimize any inconvenience to purchasers.

## 5.2 Warranties

The Development has been accepted for Home Warranty Insurance with WBI Home Warranty Ltd. Each strata lot will have the following coverages for the periods stated from the date of completion of the purchase by the purchaser:

- (i) coverage for defects in materials and labour for a period of 2 years;
- (ii) coverage for defects in the building envelope, including defects resulting in water penetration, for a period of 5 years;
- (iii) structural defects for a period of 10 years.

## 5.3 Previously Occupied Building

Not Applicable

## 6. APPROVALS AND FINANCES

### 6.1 Development Approval

A Development Permit was issued by the Municipality of Saanich on April 23, 2013 and a Building Permit was issued on June 26, 2015. A copy of the Development Permit is attached as Exhibit "N-1" and a copy of the Building Permit is attached as Exhibit "N-2". Purchasers wishing further information regarding the Development Permit or Building Permit should contact the Municipality of Saanich, 770 Vernon Avenue, Victoria, B.C. V8X 2W7 (tel: (250) 475-1775).

### 6.2 Construction Financing

The Developer has obtained a satisfactory financing commitment from Canadian Western Bank (the "Bank") to finance the construction of the Development, including the Bank's acknowledgment in writing that following stratification of the Development into 90 units, security over individual lots will be discharged on receipt of 100% of the net sale proceeds of each unit (after deduction only of GST, Bona Fide Arms' Length commissions and closing costs and sales commission of up to 3% per unit) subject in the case of each sale, to the following conditions:

- (a) Gross selling price to be not less than 90% of the Bank's underwriting value, without the Bank's prior written consent. A minimum of 10% non-refundable deposit is required for each unit (or 5% if the mortgage over the sold unit is CMHC insured);

- (b) Sales to be made without any vendor financing;
- (c) No units sold with leaseback and/or cash flow rental guarantee provisions will be permitted without the prior written consent of the Bank;
- (d) The Bank may elect not to release any collateral security if the loan is not in good standing.

then the Bank will, at the expense of the Developer, deliver a partial release of the Bank's mortgage for any of the strata lots with respect to which such payment to the Bank has been made.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other monies received from a purchaser shall be held in trust by a real estate brokerage, lawyer or notary public in the manner required by the Real Estate Development Marketing Act.

7.2 Purchase Agreement

(1) The Developer intends to require the use of the standard B.C. Real Estate Association Contract of Purchase and Sale, with an attached addendum consisting of the additional terms and conditions which are attached hereto as Exhibit "O".

(2) Sections 12 and 13 on Page 5 of Addendum 1 of Exhibit "O" contain provisions dealing with termination of the purchase agreement by the Developer, as follows:

12. The Seller may terminate this Contract upon electing not to proceed with the construction of the Development described in the Disclosure Statement in which case the Seller shall release the Deposit to the Buyer with any accrued interest thereon. The return of the Deposit pursuant to this Section shall constitute the Buyer's sole remedy at law and in equity relating to such election not to proceed.

13. If the Seller fails to complete the sale of the Property contemplated for any reason other than a default by the Buyer, then the Buyer shall be entitled to the return of the Deposit, and any interest thereon, and shall not have any further right or remedy

(3) Sections 1 and 2 on Pages 1 and 2 of Addendum 1 of Exhibit "O" contain provisions that allow for an extension of time by the Developer for completing the purchase agreement, as follows:

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Updated: Nov-16-2017-Verified: Nov-16-2017

1. Completion Date. The Seller shall give the Buyer a written notice (the "Closing Notice") of the completion date for the purchase and sale of the Property, which date shall be a date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the Land Title Office. The Property will be considered to be capable of being occupied if the Municipality of Saanich (the "City") has given permission for the Property to be occupied, whether such permission is temporary or final or permits the occupation of any other part of the Development. The completion date of the purchase and sale of the Property shall take place on the day (the "Completion Date") that is specified in the Closing Notice (which will be a day that is at least eight (8) business days (a "business day" being every day except Saturdays, Sundays and statutory holidays in Victoria, BC) after the Closing Notice is given to the Buyer), provided that, if on such specified date the Property is not capable of being occupied or a transfer of the Property cannot be registered in the Land Title Office, then the Completion Date shall be extended to the earliest date after the date specified in the Closing Notice that is a day on which the Property is capable of being occupied and a transfer of the Property to the Buyer can be registered in the Land Title Office. Without limiting the specific provisions regarding the Completion Date set out above and the other terms of this Agreement, it is presently anticipated that the Completion Date will be on or about March 31, 2018.

If by March 31, 2019 (or such later date which results from the application of Section 2 below, then by such later date) the Completion Date has not occurred, the Buyer may, by written notice to the Seller, cancel this Agreement, whereupon the Buyer shall be entitled to repayment of the Deposit and neither party shall have any claim against the other party under or in respect of this Agreement.

2. Delay. If the Seller is delayed in completing the Property or the sale thereof or performing any obligation herein as a result of earthquake, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining or unavailability of labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, breakage or other casualty, climatic conditions, interference of the Buyer or any other event beyond the control of the Seller, then the time within which the Seller must do anything hereunder, and the dates referred to in Section 1 above, will be extended for a period equivalent to the period of such delay.

There is no provision for the purchaser to require or refuse an extension, nor is there a provision whereby the Developer may seek a fee or increased purchase price in order to agree to an extension.

- (4) Addendum 2 of Exhibit "O" contains provisions restricting assignment of the purchase agreement by the purchaser as follows:

**Pre-sale and assignment understandings:**

No properties under contract can be offered for sale or offered for assignment prior to the entire project being 50% unconditionally sold, without the expressed written consent of the Developer. There will be no additional assignment fees payable to the Developer.

Prior to the occupancy permit and final completion of all buildings, no properties under purchase contract can be offered for sale or assignment, or listed exclusively or on MLS other than through the Developers Marketing Team.

No for sale signs other than that of the Developer can be placed on properties for sale until the Developer is 100% sold in all buildings, or no sooner than 14 months after the final occupancy permit for the Final Building known as Building C, whichever comes 1<sup>st</sup>.

There is no provision whereby the Developer can charge a fee in order to agree to an assignment.

- (5) Section 15 on Page 5 of Addendum 1 of Exhibit "O" provides that all deposits are to be held in a non-interest bearing trust account, as follows:

15. All Deposits are to be held in trust by the Seller's lawyer, Peter Nikolich Law Corporation, in a non-interest bearing trust account.

7.3 **Developer's Commitments**

The Developer expects that it will be required to post a bond with the Municipality of Saanich to ensure completion of the landscaping of the Development. **If the Developer fails to complete the landscaping to the Municipality of Saanich's satisfaction, there is a risk that if the bond is insufficient to cover the cost of completion, the Strata Corporation may have to complete the landscaping at its cost.**

7.4 Other Material Facts

Not Applicable

8. 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 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.**

9. 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 APRIL 22, 2016.**

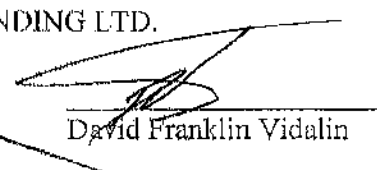
Signed:


**SL SHIRE LANDING LTD.  
as the general partner for  
SHIRE URBAN LIVING LIMITED PARTNERSHIP**

Per:   
Authorized Signatory

All Directors of SL SHIRE LANDING LTD.

  
James Allen McLaren

  
David Franklin Vidalin

  
Len Walsbrough

**SOLICITOR'S CERTIFICATE**

IN THE MATTER of the Real Estate Development Marketing Act  
and of the Disclosure Statement of:

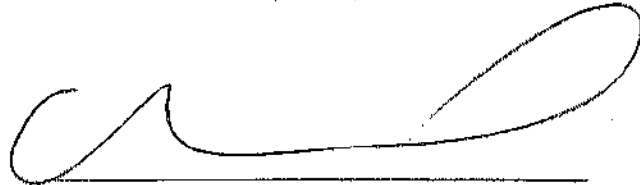
SL SHIRE LANDING LTD.  
as general partner for  
SHIRE URBAN LIVING LIMITED PARTNERSHIP  
(Developer)

FOR THE PROPERTY DESCRIBED AS:

Parcel Identifier: 029-516-463  
Lot A, Section 63, Victoria District, Plan EPP49839

I, PETER NIKOLICH, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated April 22, 2016, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in Sections 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

Dated at Victoria, British Columbia, this 22rd day of April, 2016.



PETER NIKOLICH

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1066 Fort Street  
Victoria BC V8V 3K4  
(250) 288-6600

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded Nov-16-2017 Verified: Nov-16-2017



# THE SHIRE CONDOS

3350 Quadra, Victoria B.C.  
Residential Towers - A 90 Unit Strata Development  
90 Residential Units

Scale = N.T.S.  
LEGAL DESCRIPTION: LOT A OF EPP 23021

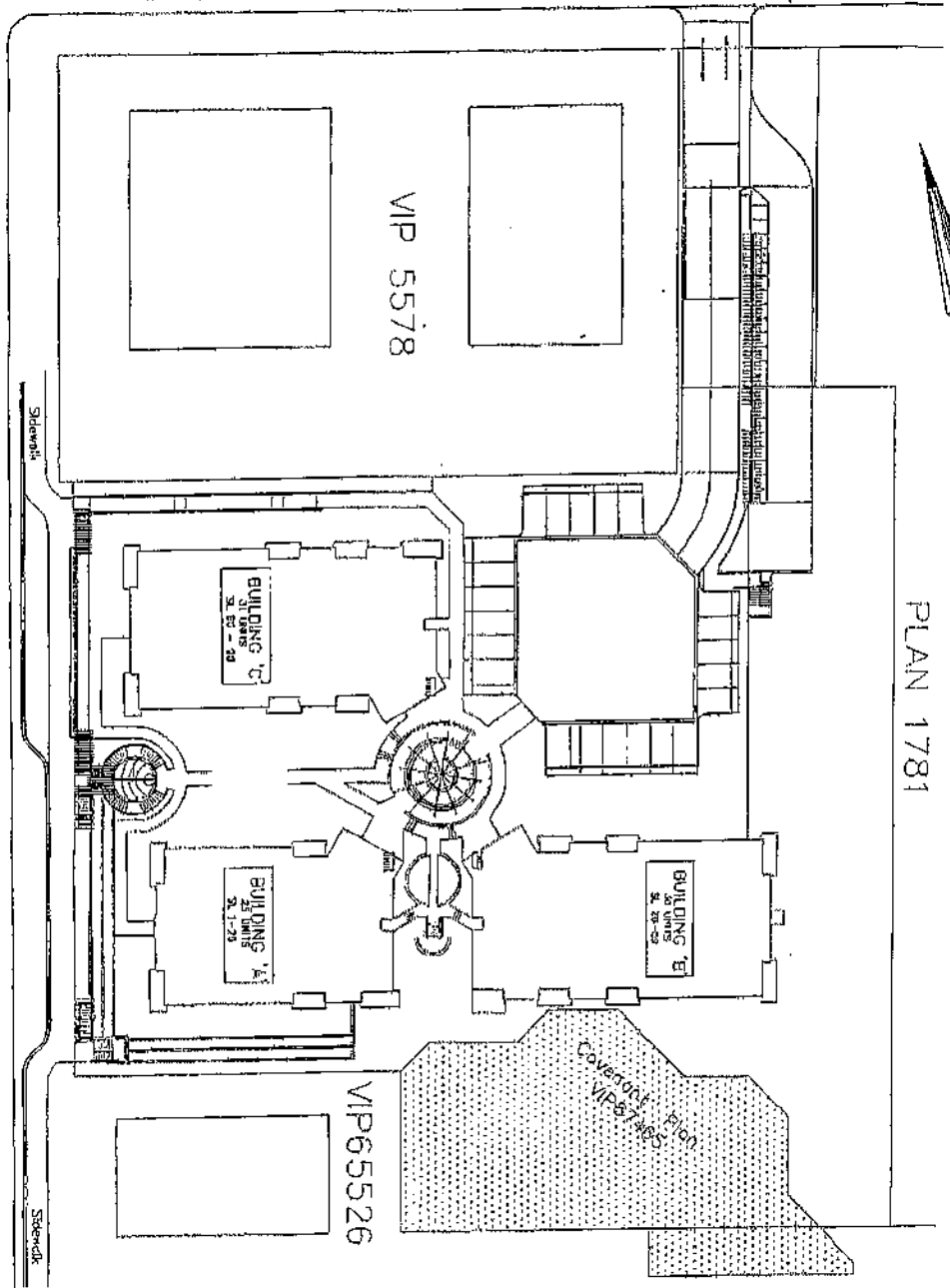
PAGE 1 OF 18 PAGES

PLANS TO ACCOMPANY  
DISCLOSURE STATEMENT

## SITE PLAN

# INVERNESS ROAD

## EXHIBIT "A"



PLAN 1781

VIP 5578

VIP65526

# QUADRA STREET

BRAD CUNNIN LAND SURVEYING

VICTORIA B.C. PHONE: 381-2257  
DATE: 10 AUG, 2012  
FILE: 10709 - 33

### LEGEND

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

- SL
- PT-SL
- CP
- LCPrm

Strata Lot  
Part Strata Lot  
Common Property  
United Common Property for the exclusive use of strata lots in





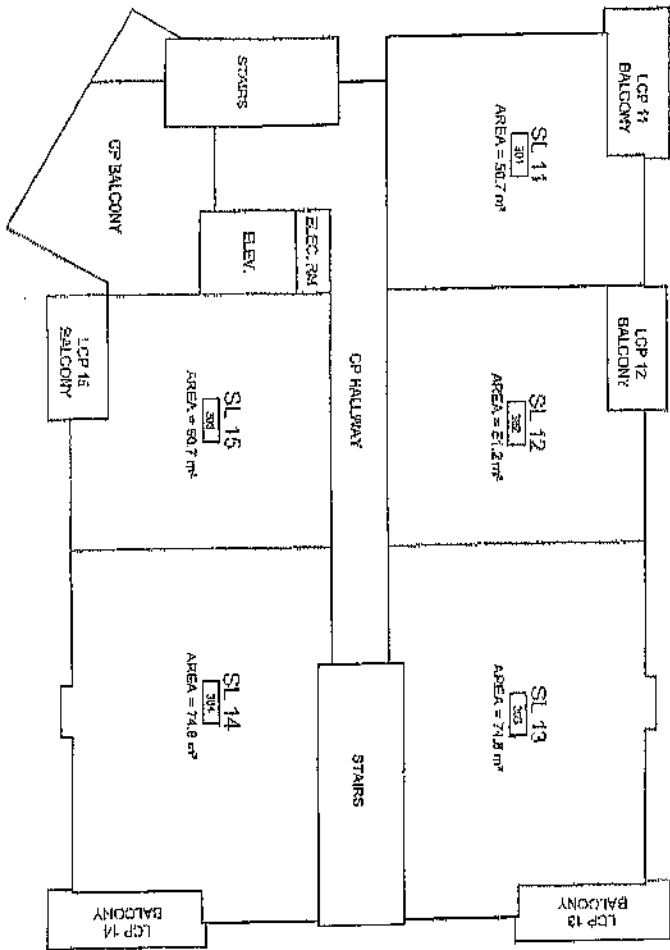
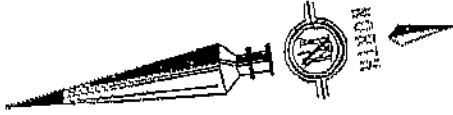


# THE SHIRE CONDOS

3350 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units  
 STRATA LOTS 11-15

PAGE 5 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT  
**BUILDING A 3RD FLOOR**



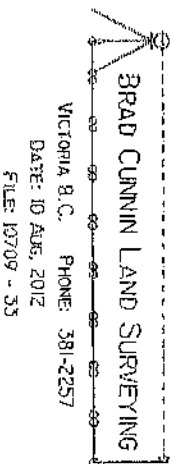
QUADRA ST.

## BUILDING A

**LEGEND**

SL  
 PL-SL  
 CP  
 LCP/Prm

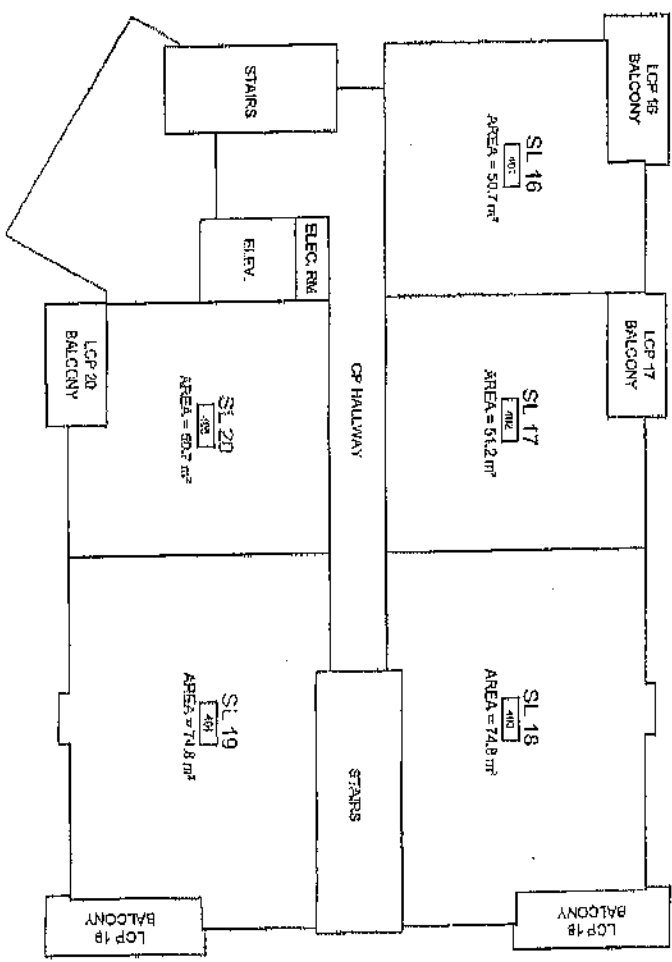
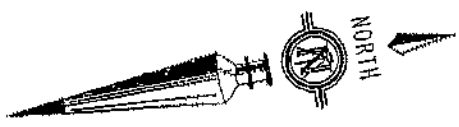
Strata Lot  
 Port Strata Lot  
 Common Property  
 Limited Common Property  
 for the exclusive use of  
 strata lots in  
 Denotes Line of Floor Below



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

**THE SHIRE CONDOS**  
 3550 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units  
 STRATA LOTS 16-20

PAGE 6 OF 18 PAGES  
 PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT  
**BUILDING A 4TH FLOOR**



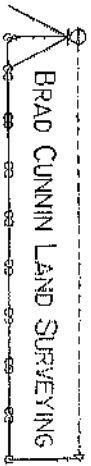
**QUADRA ST.**

**BUILDING A**

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

**LEGEND**  
 SL  
 PL-SL  
 CP  
 LCPm

Strata Lot  
 Port Strata Lot  
 Common Property  
 Limited Common Property for the exclusive use of strata lots in  
 Denotes Line of Floor Below



**BRAD CUNNIN LAND SURVEYING**  
 VICTORIA B.C. PHONE: 381-2257  
 DATE: 10 AUG, 2012  
 FILE: 10709 - 33

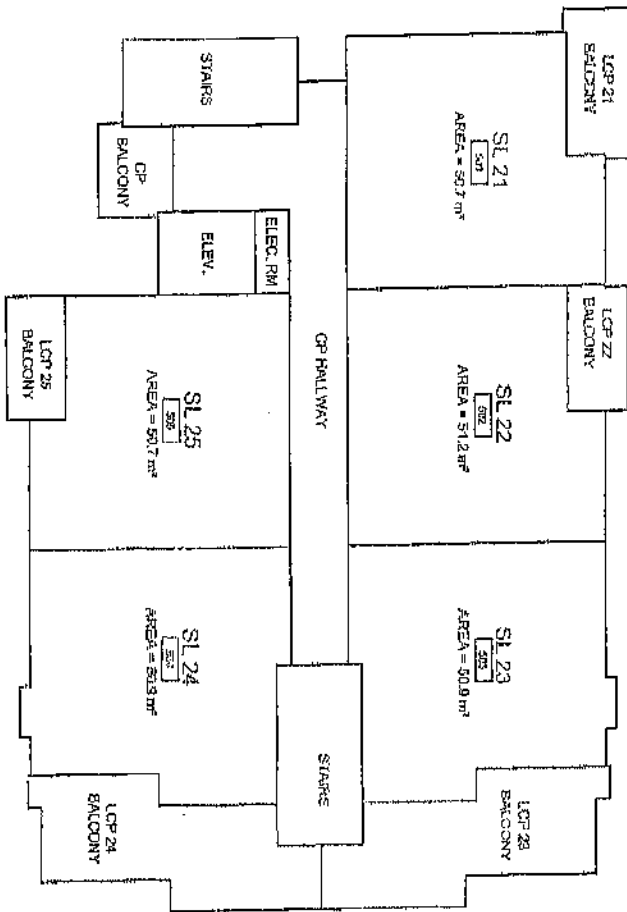
**THE SHIRE CONDOS**  
 3350 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units  
 STRATA LOT 21-25

PAGE 7 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

**BUILDING A 5TH FLOOR**

QUADRA ST.



**BUILDING A**

ALL STRATA LOTS are defined by the center lines of delimiting walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by MRSR ARCHITECT LIMITED, and are shown for Unit Entitlement purposes only. Final lot areas are based upon actual construction, and may vary.

**LEGEND**  
 SL - Strata lot  
 pr-SL - Part Strata lot  
 CP - Common Property  
 LCP/pr - Limited Common Property for the exclusive use of strata lots in  
 Denotes line of Floor Below



VICTORIA B.C. PHONE: 381-2257  
 DATE: 10 AUG, 2012  
 FILE: 10709 - 33

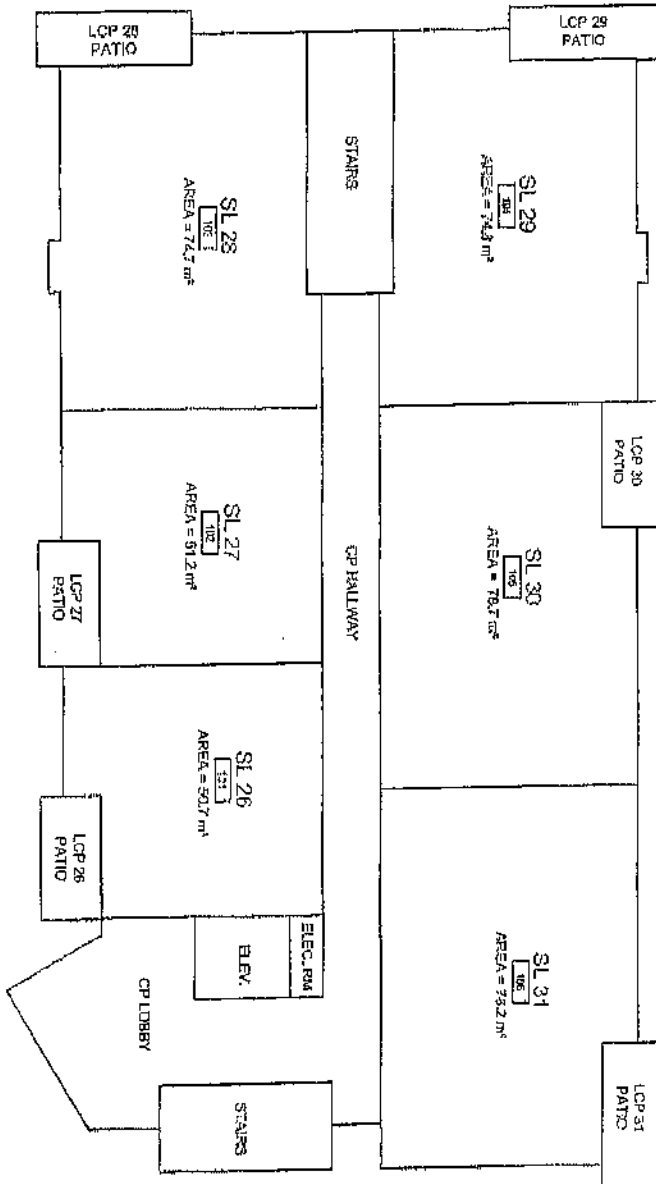
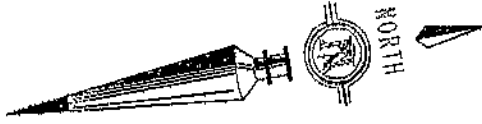
# THE SHIRE CONDOS

3350 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units  
 STRATA LOTS 26-31

PAGE 8 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

## BUILDING B 1ST FLOOR



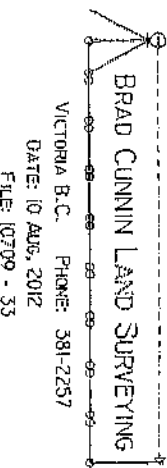
ALL STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate. Based upon electronic plans by MESA ARCHITECT LIMITED, and are shown for Unit Entitlement purposes only. Final lot areas are based upon actual construction, and may vary.

**LEGEND**

SL Strata Lot  
 PT-SL Port Strata Lot  
 CP Common Property  
 LCPm Limited Common Property for the exclusive use of strata lots m

--- Demotes Line of Floor Below

## BUILDING B



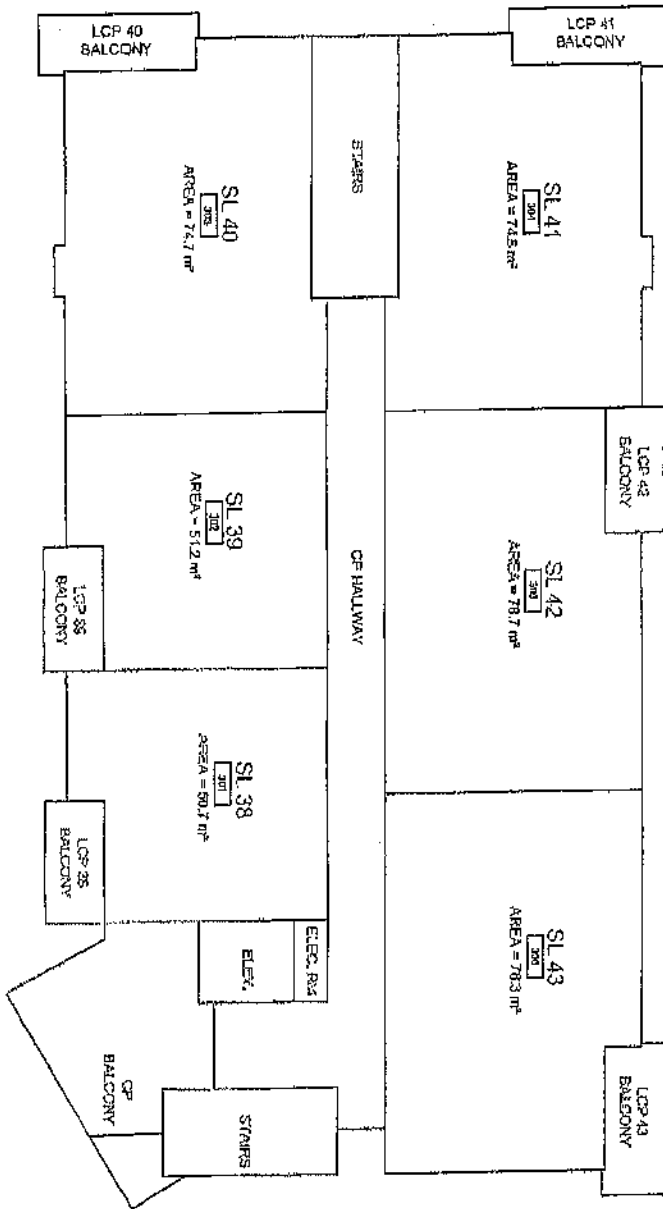
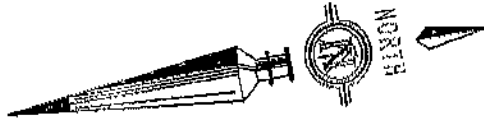




# THE SHIRE CONDOS

3350 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units  
 STRATA LOTS 38-43

PAGE 10 OF 18 PAGES  
 PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT  
**BUILDING B 3RD FLOOR**



## BUILDING B

**LEGEND**

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

SL Strata Lot  
 PT-SL Part Strata Lot  
 CP Common Property  
 LCP-3m Limited Common Property for the exclusive use of strata lots 3m  
 --- Denotes Line of Facet Below



BRAD CUNIN LAND SURVEYING  
 VICTORIA B.C. PHONE: 381-2257  
 DATE: 10 AUG. 2012  
 FILE: 10709 - 35

# THE SHIRE CONDOS

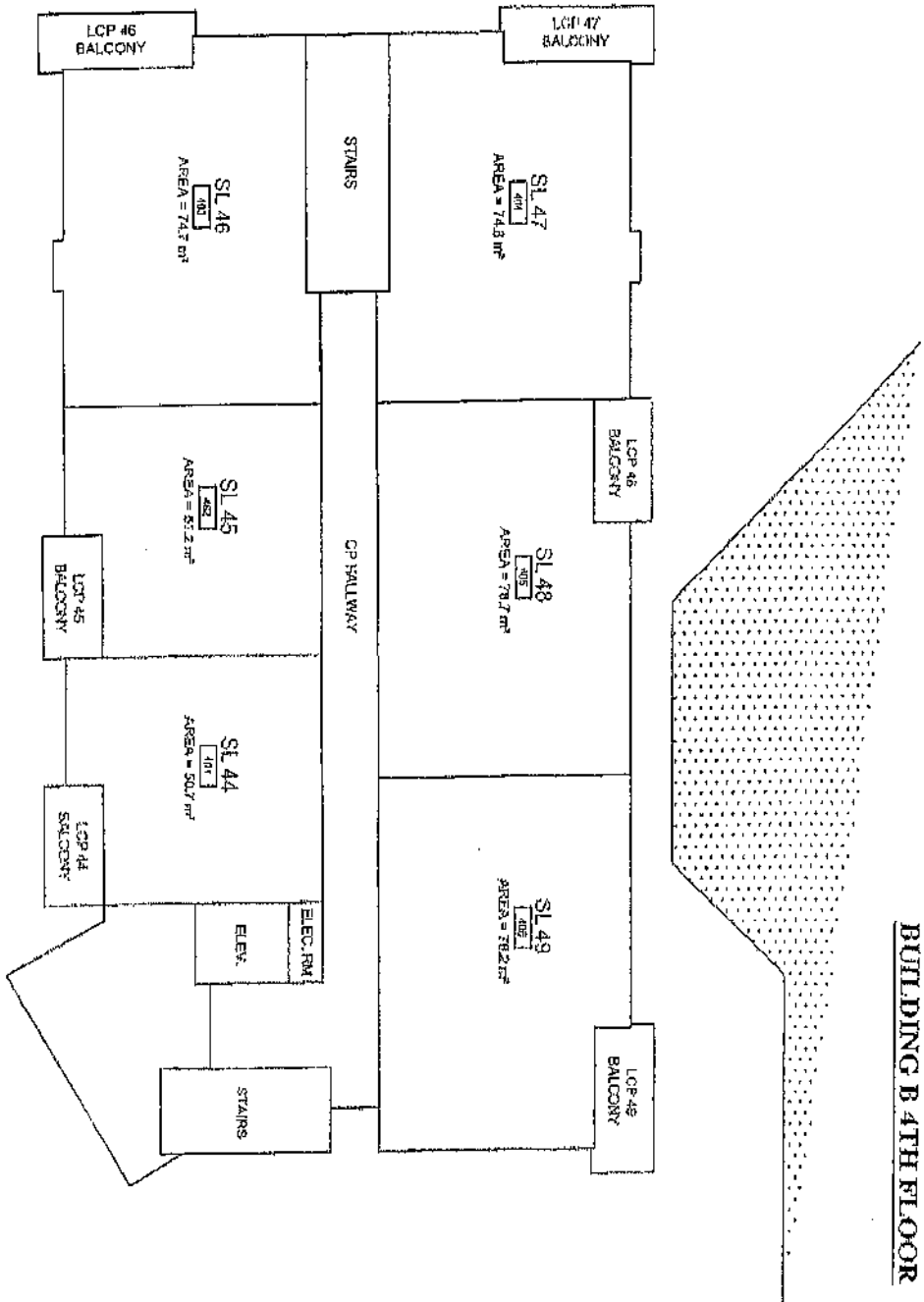
3550 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units

STRATA LOTS 44-49

PAGE 11 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

## BUILDING B 4TH FLOOR

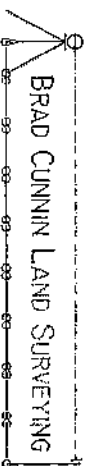


ALL STRATA LOTS are defined by the centre lines of demarcating walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by M/S/SA ARCHITECT LIMITED, and are shown for Unit Entitlement purposes only. Final lot areas are based upon actual construction, and may vary.

### LEGEND

- SL Strata Lot
- PT-SL Part Strata Lot
- CP Common Property
- LCPm Unit Entitlement Common Property for the exclusive use of strata lots in
- Demarcation Line of Floor Below

## BUILDING B



BRAD CUNNIN LAND SURVEYING  
 VICTORIA B.C. PHONE: 381-2257  
 DATE: 10 AUG, 2012  
 FILE: 12709 - 33

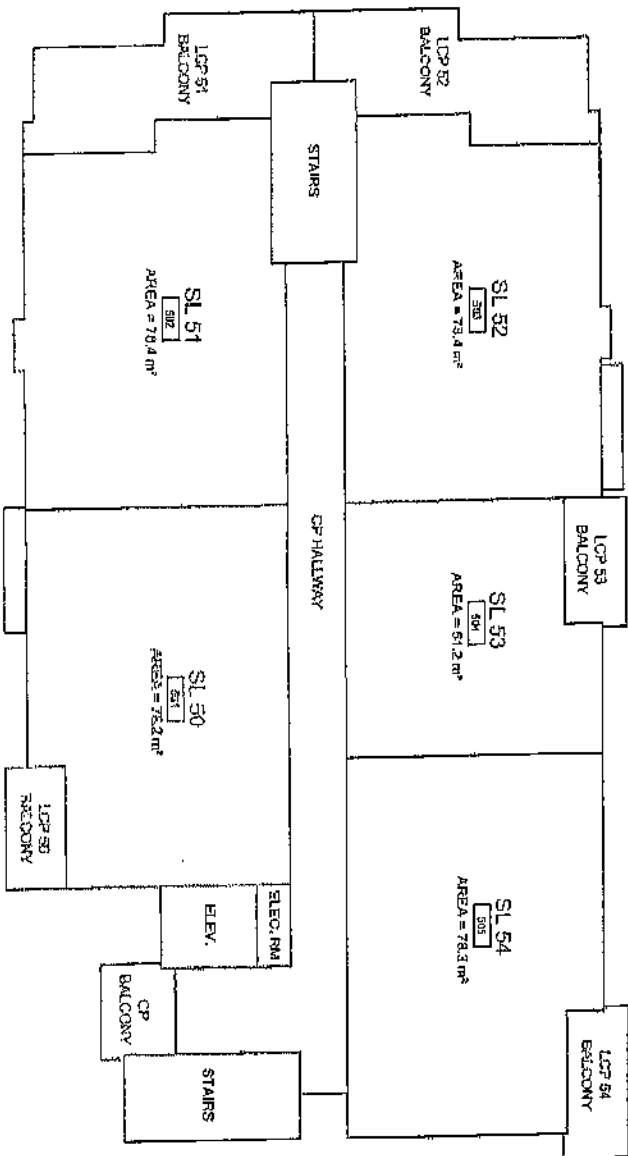
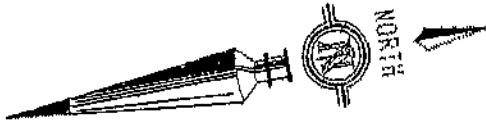
# THE SHIRE CONDOS

3350 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units

STRATA LOTS 50-54

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

## BUILDING B 5TH FLOOR



## BUILDING B

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

**LEGEND**

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

**BRAD CUNNEN LAND SURVEYING**

VICTORIA B.C. PHONE: 381-2257  
 DATE: 10 AUG, 2012  
 FILE: 10709 - 35

# THE SHIRE CONDOS

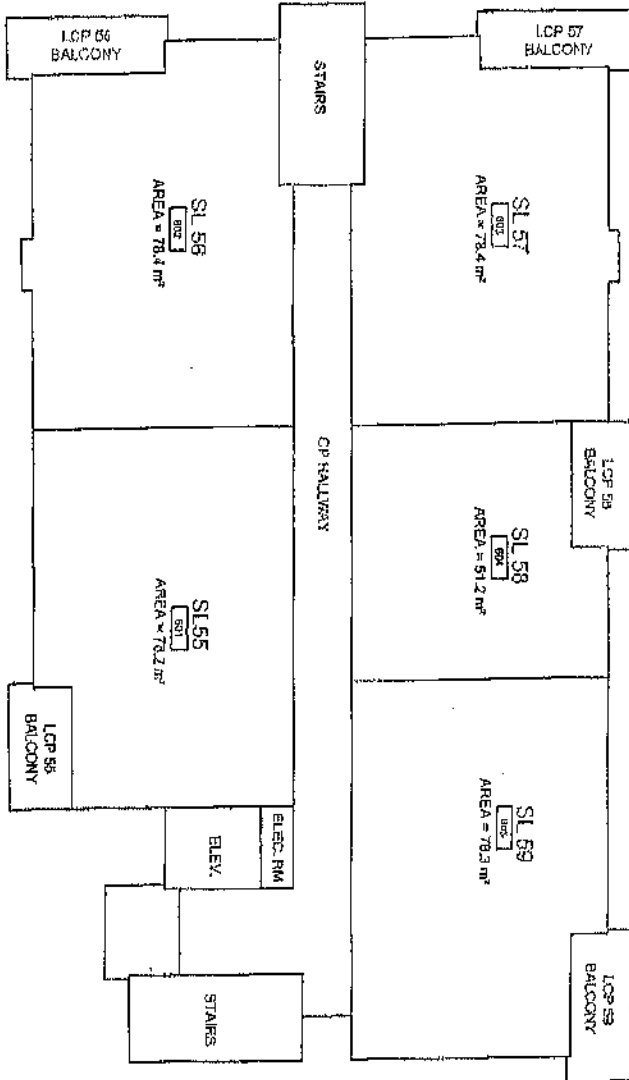
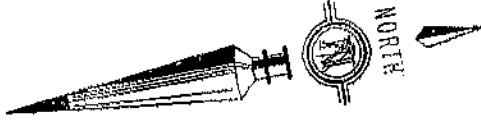
3330 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units

STRATA LOTS 55-59

PAGE 13 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

**BUILDING B 6TH FLOOR**



## BUILDING B

All STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by HENSPA ARCHITECT LIMITED, and are shown for identification purposes only. Final lot areas are based upon actual calculation, and may vary.

**LEGEND**

SL Strata Lot  
 PL-SL Part Strata Lot  
 CP Common Property  
 LCPm Limited Common Property for the exclusive use of strata lots in

Strata Lot  
 Part Strata Lot  
 Common Property  
 Limited Common Property for the exclusive use of strata lots in  
 Denotes Lines of Floor Below

**BRAD CUNNIN LAND SURVEYING**  
 VICTORIA B.C. PHONE: 361-2257  
 DATE: 10 AUG. 2012  
 FILE: 10709 - 33

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

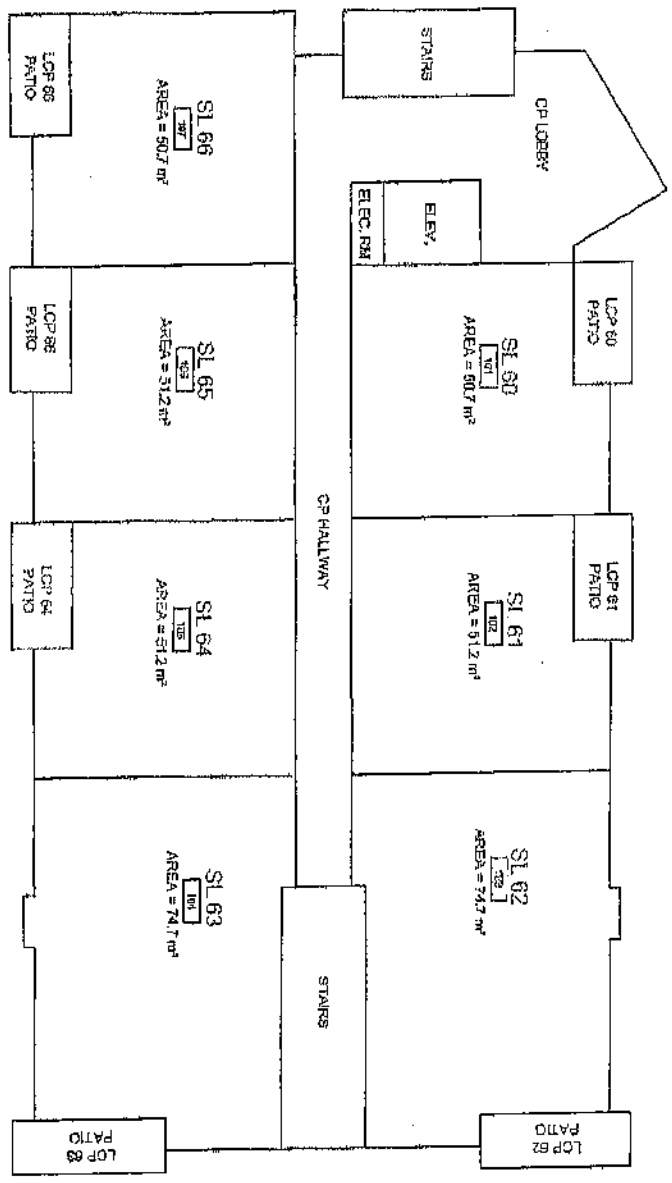
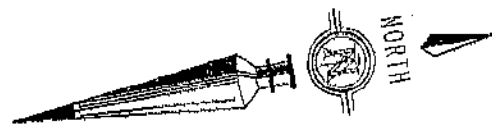
# THE SHIRE CONDOS

3350 Quadra, Victoria B.C.  
 Residential Towers - A 99 Unit Strata Development  
 90 Residential Units  
 STRATA LOTS 60-66

PAGE 14 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

## BUILDING C 1ST FLOOR



QUADRA ST.

### LEGEND

- SL Strata Lot
- PI-SL Part Strata Lot
- CP Common Property
- LOPm Limited Common Property for the exclusive use of strata lots m
- Denotes Line of Floor Below

### BUILDING C



ALL STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by BISSA ARCHITECT LIMITED, and are shown for that entitlement purposes only. Final lot areas are based upon actual construction, and may vary.

# THE SHIRE CONDOS

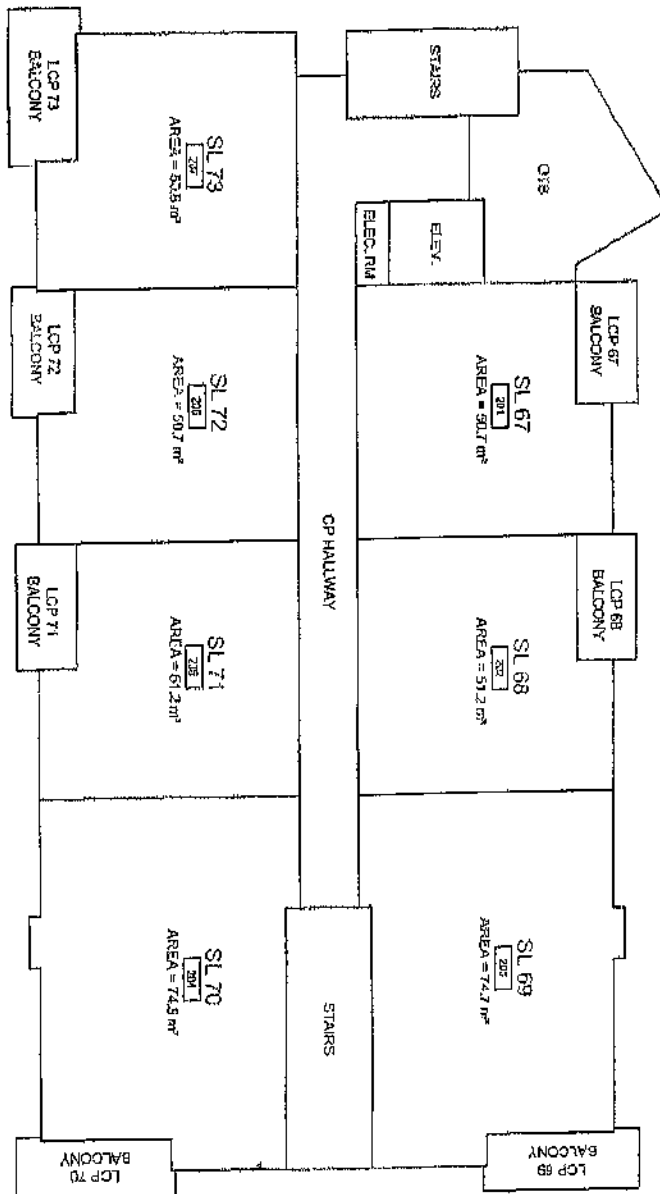
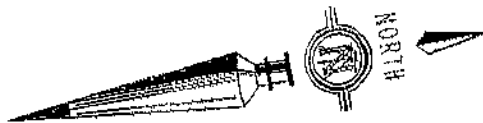
3350 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 98 Residential Units

STRATA LOTS 67-73

PAGE 15 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

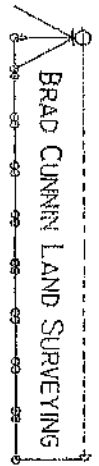
**BUILDING C 2ND FLOOR**



**LEGEND**

- SL Strata Lot
- FT-SL Part Strata Lot
- CP Common Property
- LCP-m Limited Common Property for the exclusive use of strata lots m
- Denotes Line of Floor Below

## BUILDING C



BRAD CUNNIN LAND SURVEYING  
 VICTORIA B.C. PHONE: 381-2257  
 DATE: 10 AUG, 2012  
 FILE: 10709 - 33

QUADRA ST.

ALL STRATA LOTS are defined by the centre lines of demising walls, floors and ceilings. All areas shown are approximate, based upon electronic plans by MISRA ARCHITECT LIMITED, and are shown for Unit Settlement purposes only. First lot areas are based upon actual construction, and may vary.

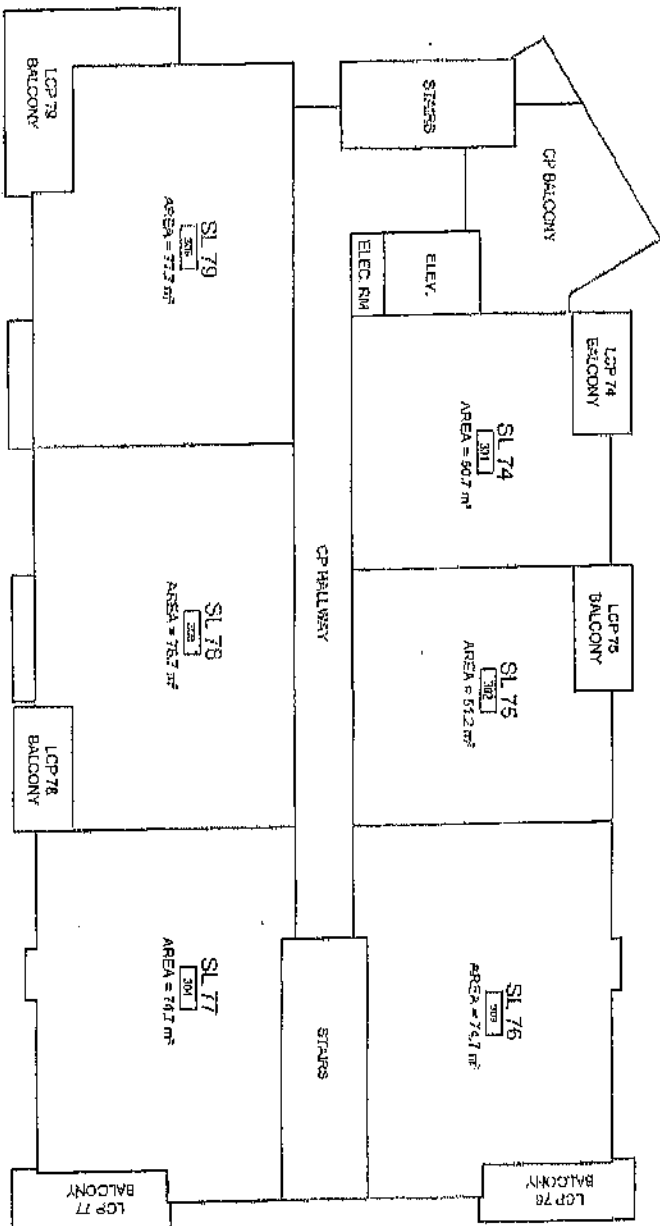
# THE SHIRE CONDOS

3360 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units  
 STRATA LOTS 74-79

PAGE 16 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

**BUILDING C 3RD FLOOR**



QUADRA ST.

**LEGEND**

- SL Strata Lot
- PT-SL Part Strata Lot
- CP Common Property
- LCP-Lim Limited Common Property for the exclusive use of strata lots in
- Denotes Line of Floor Selow

**BUILDING C**



BRAD CUNNING LAND SURVEYING

VICTORIA B.C. PHONE: 361-2257

DATE: 10 AUG, 2012

FILE: 10709 - 33

All STRATA LOTS are defined by the center lines of retaining walls, stairs and ceilings. All areas shown are approximate, based upon electronic plans by MISA ARCHITECT LIMITED, and are shown for information purposes only. Final lot areas are based upon actual construction, and may vary.





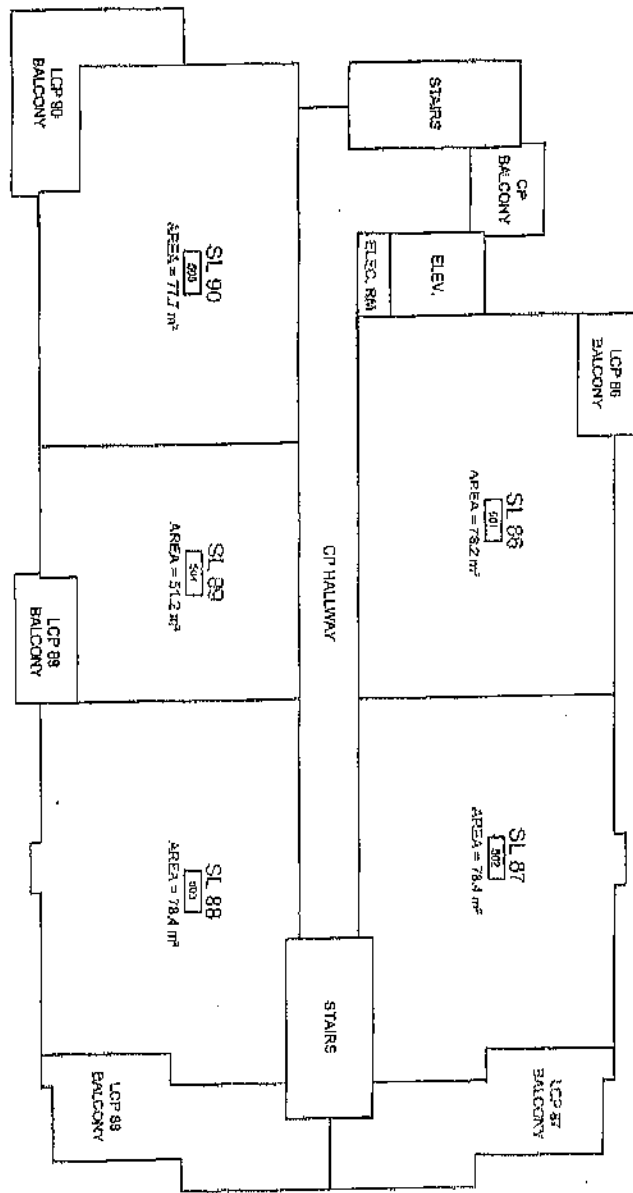
# THE SHIRE CONDOS

3350 Quadra, Victoria B.C.  
 Residential Towers - A 90 Unit Strata Development  
 90 Residential Units  
 STRATA LOTS 86-90

PAGE 18 OF 18 PAGES

PLANS TO ACCOMPANY  
 DISCLOSURE STATEMENT

**BUILDING C 5TH FLOOR**



QUADRA ST.

**LEGEND**

- SL Strata Lot
- PT-SL Port Strata Lot
- CP Common Property
- LCP Common Property
- LCPm Limited Common Property for the exclusive use of strata lots m
- Denotes Line of Floor Below

**BUILDING C**



BRAD CUNNIN LAND SURVEYING  
 VICTORIA B.C. PHONE: 381-2257  
 DATE: 10 AUG, 2012  
 FILE: 10709 - 33

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

EXHIBIT "B"

*Strata Property Act*  
**FORM V**  
**SCHEDULE OF UNIT ENTITLEMENT**

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

Re: Strata Plan EPP, being a Strata Plan of

PID: 029-516-463      Lot A, Section 63, Victoria District, Plan EPP49839

The strata plan is composed of 90 residential strata lots.

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

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

**Certificate of British Columbia Land Surveyor**

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

Date: ..... [month/day/year].

.....  
Signature

**DRAFT FOR  
DISCLOSURE PURPOSES ONLY!**

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017

Strata Lot No:	Sheet No.	Total Area In m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement of Residential Strata Lots **
1	3	50.7	51	0.88
2	3	51.2	51	0.88
3	3	74.8	75	1.29
4	3	74.8	75	1.29
5	3	50.7	51	0.88
6	4	50.7	51	0.88
7	4	51.2	51	0.88
8	4	74.8	75	1.29
9	4	74.8	75	1.29
10	4	50.7	51	0.88
11	5	50.7	51	0.88
12	5	51.2	51	0.88
13	5	74.8	75	1.29
14	5	74.8	75	1.29
15	5	50.7	51	0.88
16	6	50.7	51	0.88
17	6	51.2	51	0.88
18	6	74.8	75	1.29
19	6	74.8	75	1.29
20	6	50.7	51	0.88
21	7	50.7	51	0.88
22	7	51.2	51	0.88
23	7	50.9	51	0.88
24	7	50.9	51	0.88
25	7	50.7	51	0.88
26	8	50.7	51	0.88
27	8	51.2	51	0.88
28	8	74.7	75	1.29
29	8	74.8	75	1.29
30	8	78.7	79	1.36
31	8	78.2	78	1.34
32	9	50.7	51	0.88
33	9	51.2	51	0.88
34	9	74.7	75	1.29
35	9	74.8	75	1.29
36	9	78.7	79	1.36
37	9	78.2	78	1.34
38	10	50.7	51	0.88
39	10	51.2	51	0.88
40	10	74.7	75	1.29
41	10	74.8	75	1.29

Strata Lot No:	Sheet No.	Total Area In m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement of Residential Strata Lots **
42	10	78.7	79	1.36
43	10	78.3	78	1.34
44	11	50.7	51	0.88
45	11	51.2	51	0.88
46	11	74.7	75	1.29
47	11	74.8	75	1.29
48	11	78.7	79	1.36
49	11	78.2	78	1.34
50	12	78.2	78	1.34
51	12	78.4	78	1.34
52	12	78.4	78	1.34
53	12	51.2	51	0.88
54	12	78.3	78	1.34
55	13	78.2	78	1.34
56	13	78.4	78	1.34
57	13	78.4	78	1.34
58	13	51.2	51	0.88
59	13	78.3	78	1.34
60	14	50.7	51	0.88
61	14	51.2	51	0.88
62	14	74.7	75	1.29
63	14	74.7	75	1.29
64	14	51.2	51	0.88
65	14	51.2	51	0.88
66	14	50.7	51	0.88
67	15	50.7	51	0.88
68	15	51.2	51	0.88
69	15	74.7	75	1.29
70	15	74.8	75	1.29
71	15	51.2	51	0.88
72	15	50.7	51	0.88
73	15	50.8	51	0.88
74	16	50.7	51	0.88
75	16	51.2	51	0.88
76	16	74.7	75	1.29
77	16	74.7	75	1.29
78	16	78.7	79	1.36
79	16	77.7	78	1.34
80	17	50.7	51	0.88
81	17	51.2	51	0.88
82	17	74.7	75	1.29

Strata Lot No:	Sheet No.	Total Area In m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement of Residential Strata Lots **
83	17	74.8	78	1.29
84	17	78.7	79	1.36
85	17	77.8	78	1.34
86	18	78.2	78	1.34
87	18	78.4	78	1.34
88	18	78.4	78	1.34
89	18	51.2	51	0.88
90	18	77.7	78	1.34
<b>Total number of Residential strata lots: 90</b>			<b>Total unit entitlement of Residential strata lots: 5,820</b>	<b>Total % of unit entitlement of Residential strata lots: 100.2%</b>

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

Date: ..... [month/day/year].

..... Signature of Owner/Developer

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

EXHIBIT "C"

***Strata Property Act***

**FORM Y**

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

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

Re: Strata Plan \_\_\_\_\_, being a strata plan of

*[parcel identifier]*                      *[legal description of strata lot]*

029-516-463

Lot A, Section 63, Victoria District, Plan EPP49839

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

*[wording of different bylaws]*

1. Bylaw No. 3 of the Standard Bylaws is deleted and is replaced with the following:

- 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.

2. The following are added as Bylaw 31:

**DIVISION 8 – PROHIBITION ON SMOKING**

- 31 (1) Smoking is prohibited everywhere on and within the development, including:
  - (a) in a strata lot;
  - (b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms;
  - (c) on patios and balconies;
  - (d) within 7.5 metres of a door, window or air intake; and
  - (e) on any land that is a common asset.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017.

- 
- (2) All persons, including but not limited to owners, tenants, occupants and visitors, must comply with this bylaw.
  - (3) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a resident who has proven by medical evidence that he or she is physically and/or mentally disabled and is unable to control his or her addiction to nicotine or is required by a B.C. licensed medical doctor to consume nicotine or medicinal marijuana. Whether the resident has proven the disability will be determined in the sole reasonable discretion of the Council. What accommodation will be made will be based on all of the circumstances and the accommodation may include but is not limited to:
    - (a) Allowing smoking in one or more designated areas of the common property; and/or
    - (b) Paying for one or more treatment programs to assist with the cessation of smoking, including but not limited to paying for nicotine replacement therapy.
  - (4) Reasonable accommodation granted pursuant to subsection (3) may be for a fixed period of time at which time the resident is free to re-apply to Council for further reasonable accommodation to be made.
  - (5) In addition to accommodation made under subsection (3), reasonable accommodation will be made by the Council if a resident proves that the prohibition of smoking would result in other discrimination prohibited by the Human Rights Code. Council, in its sole discretion, will determine whether or not the resident has proven that to not allow smoking would be discriminatory pursuant to the Human Rights Code. Council will make reasonable accommodation in the case where a resident intends to use tobacco in relation to a traditional aboriginal cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making the accommodation the Council will only do so in writing and may prescribe in writing when the permission is granted for, the duration of the permission and where smoking will be allowed.

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Signature of Owner/Developer



EXHIBIT "D"

## ESTIMATED INTERIM BUDGET

Intersection of Quadra Street and Inverness Road  
Saanich, B.C.

	<u>BUILDING A</u> <u>25 units</u>	<u>BUILDING B</u> <u>34 units</u>	<u>BUILDING C</u> <u>31 units</u>	<u>TOTAL</u> <u>90 units</u>
<b>ANNUAL REVENUE:</b>				
Assessment Fees	<u>\$70,116.00</u>	<u>\$95,359.00</u>	<u>\$86,946.00</u>	<u>\$252,421.00</u>
<b>Total Revenue:</b>	<u>\$70,116.00</u>	<u>\$95,359.00</u>	<u>\$86,946.00</u>	<u>\$252,421.00</u>
<b>EXPENSES:</b>				
Administration	\$ 150.00	\$ 205.00	\$ 187.00	\$ 542.00
Accounting & Legal	150.00	205.00	187.00	542.00
Supplies	900.00	1,225.00	1,118.00	3,243.00
Licenses & Permits	120.00	164.00	149.00	433.00
Telephone/Enterphone	2,193.00	2,982.00	2,719.00	7,894.00
Management Fees	7,463.00	10,149.00	9,254.00	26,866.00
Insurance	9,313.00	12,665.00	11,547.00	33,525.00
Janitorial	4,958.00	6,742.00	6,147.00	17,847.00
Garbage Removal	2,440.00	3,319.00	3,026.00	8,785.00
Hydro	12,128.00	16,493.00	15,038.00	43,659.00
Water & Sewer	7,210.00	9,806.00	8,941.00	25,957.00
Gardening Contract	7,810.00	10,622.00	9,685.00	28,117.00
Elevator Contract	3,859.00	5,248.00	4,785.00	13,892.00
Repairs & Maintenance	5,047.00	6,864.00	6,258.00	18,169.00
Transfer to Contingency	6,375.00	8,670.00	7,905.00	22,950.00
<b>TOTAL:</b>	<u>\$70,116.00</u>	<u>\$95,359.00</u>	<u>\$86,946.00</u>	<u>\$252,421.00</u>
	<i>112</i>	<i>112</i>	<i>112</i>	<i>112</i>
	<i>5843.00</i>	<i>7946.58</i>	<i>7245.50</i>	<i>21035.08</i>

## ESTIMATED MONTHLY ASSESSMENTS

**BUILDING A**  
**Strata Lot****Unit Entitlement****Assessment**

1	51	\$ 184.33
2	51	184.33
3	75	271.07
4	75	271.07
5	51	184.33
6	51	184.33
7	51	184.33
8	75	271.07
9	75	271.07
10	51	184.33
11	51	184.33
12	51	184.33
13	75	271.07
14	75	271.07
15	51	184.33
16	51	184.33
17	51	184.33
18	75	271.07
19	75	271.07
20	51	184.33
21	51	184.33
22	51	184.33
23	51	184.33
24	51	184.33
25	51	184.33

**BUILDING B**  
**Strata Lot****Unit Entitlement****Assessment**

26	51	\$ 184.33
27	51	184.33
28	75	271.07
29	75	271.07
30	79	285.53

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

31	78	281.91
32	51	184.33
33	51	184.33
34	75	271.07
35	75	271.07
36	79	285.53
37	78	281.91
37	51	184.33
39	51	184.33
40	75	271.07
41	75	271.07
42	79	285.53
43	78	281.91
44	51	184.33
45	51	184.33
46	75	271.07
47	75	271.07
48	79	285.53
49	78	281.91
50	78	281.91
51	78	281.91
52	78	281.91
53	51	184.33
54	78	281.91
55	78	281.91
56	78	281.91
57	78	281.91
58	51	184.33
59	78	281.91

**BUILDING C**  
**Strata Lot**

**Unit Entitlement**

**Assessment**

60	51	\$ 184.33
61	51	184.33
62	75	271.07
63	75	271.07
64	51	184.33
65	51	184.33
66	51	184.33

67	51	184.33
68	51	184.33
69	75	271.07
70	75	271.07
71	51	184.33
72	51	184.33
73	51	184.33
74	51	184.33
75	51	184.33
76	75	271.07
77	75	271.07
78	79	285.53
79	78	281.91
80	51	184.33
81	51	184.33
82	75	271.07
83	75	271.07
84	79	285.53
85	78	281.91
86	78	281.91
87	78	281.91
88	78	281.91
89	51	184.33
90	<u>78</u>	<u>281.91</u>
	5820	\$21,035.10

## NOTE:

If the unit entitlement of any or all of the strata lots varies when the final Strata Plan is completed, the above monthly amounts will be varied accordingly.

EXHIBIT "E"

*Strata Property Act*  
 Form J  
**RENTAL DISCLOSURE STATEMENT**  
 (Section 139)

Re: Strata Plan of

PID: LEGAL DESCRIPTION:  
 Lot A, of a proposed subdivision (consolidation) of:

- Amended Lot 2 (DD 1528281), Section 63, Victoria District, Plan 1781
- Lot 3, Section 63, Victoria District, Plan 1781
- Lot 4, Section 63, Victoria District, Plan 1781
- Lot 10, Section 63, Victoria District, Plan 1781

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

1. The development described above includes 90 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.

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

Description of Strata Lot [ <i>strata lot number as shown on strata plan</i> ]	Date Rental Period Expires [ <i>month, day, year</i> ]
None	

\* 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.

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further up to 90 residential strata lots, as described below, until the date set out opposite each strata lot's description.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017 Verified: Nov-16, 2017

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

Description of Strata Lot [strata lot number as shown on strata plan]	Date Rental Period Expires [month, day, year]
Strata Lots 1 through 90	December 31, 2080

\* 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: FEBRUARY 19, 2013.

0728581 B.C. LTD.

Per:

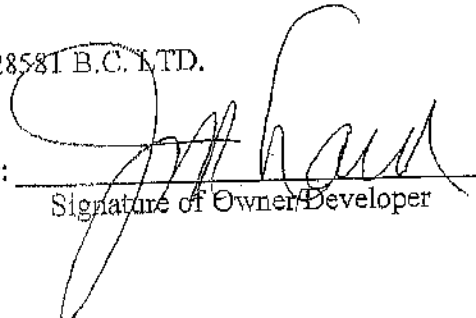
  
Signature of Owner/Developer

EXHIBIT "F"

2016-04-21, 07:15:04

Requestor: Peter Nikolich

**TITLE SEARCH PRINT**

File Reference:

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Title Issued Under** SECTION 98 LAND TITLE ACT

**Land Title District** VICTORIA  
**Land Title Office** VICTORIA

**Title Number** CA4281669  
**From Title Number** CA1548310  
CA1593899  
CA2555459  
EX79058

**Application Received** 2015-03-13

**Application Entered** 2015-03-23

**Registered Owner in Fee Simple**  
**Registered Owner/Mailing Address:** 0728581 B.C. LTD., INC.NO. BC0728581  
202-1006 FORT STREET  
VICTORIA, BC  
V8V 3K4

**Taxation Authority** MUNICIPALITY OF SAANICH

**Description of Land**  
**Parcel Identifier:** 029-516-463  
**Legal Description:**  
LOT A SECTION 63 VICTORIA DISTRICT  
PLAN EPP49839

**Legal Notations**  
HOUSING AGREEMENT NOTICE, LOCAL GOVERNMENT ACT, SECTION 905,  
SEE CA1293715

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE CA3105746

HOUSING AGREEMENT NOTICE, LOCAL GOVERNMENT ACT, S. 905,  
SEE CA3830295

PERSONAL PROPERTY SECURITY ACT NOTICE SEE CA4947456 EXPIRES 2021/01/31

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017.

2016-04-21, 07:15:04

Requestor: Peter Nikolich

**TITLE SEARCH PRINT**

File Reference:

**Charges, Liens and Interests**

Nature: UNDERSURFACE RIGHTS  
 Registration Number: M76301  
 Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
 Remarks: INTER ALIA  
 A.F.B. 3,257.3685  
 DD 504 O.S.  
 SECTION 172(3)

Nature: COVENANT  
 Registration Number: CA3062380  
 Registration Date and Time: 2013-04-04 12:37  
 Registered Owner: THE CORPORATION OF THE DISTRICT OF SAANICH

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA4281671  
 Registration Date and Time: 2015-03-13 15:28  
 Registered Owner: THE CORPORATION OF THE DISTRICT OF SAANICH  
 PART IN PLAN EPP24313

Nature: MORTGAGE  
 Registration Number: CA4947454  
 Registration Date and Time: 2016-01-25 14:33  
 Registered Owner: CANADIAN WESTERN BANK

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4947455  
 Registration Date and Time: 2016-01-25 14:33  
 Registered Owner: CANADIAN WESTERN BANK

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications**  
 Parcel Identifier: 029-516-463  
 Application Number/Type: CA5117522 CHANGE OF ADDRESS

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017



EXHIBIT "G"

Status: Filed  
FCHM\_17C\_V6

Doc #: CA1293716

ROVD: ROST: 2013-02-19 07.41.00

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Sep-30-2009 15:57:12.001  
LAND TITLE AND SURVEY AUTHORITY

CA1293715

1254263119

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,

Digitally signed by Christopher George Frederick Nation BPNPKC  
 DN: cn=CA, o=Christopher George Frederick Nation BPNPKC, o=Lawyer, ou=Notary ID at www.litoffice.com, c=BC, email=714-BPNPKC, Date: 2009.09.30 11:42:44 -0700

Christopher  
George Frederick  
Nation BPNPKC

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

THE CORPORATION OF THE DISTRICT OF SAANICH  
770 Vernon Avenue  
Victoria BC  
V8X 2W7  
Document Fees: \$23.75

Shaun Loor, Agent  
(250) 475-1775

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
(PID) [legal description]

SEE SCHEDULE

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

MUNICIPAL GOVERNMENT NOTICE  
ADDITIONAL INFORMATION:

Notice of Housing Agreement

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

THE CORPORATION OF THE DISTRICT OF SAANICH

770 VERNON AVENUE  
VICTORIA

V8X 2W7

BRITISH COLUMBIA  
CANADA

Incorporation No  
000000000

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Status: Filed

Doc #: CA1293715

RCVD: RQST: 2013-02-19 07:41:00

FORM 57, V6

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION - must fit in a single text line]
000-024-023	AMENDED LOT 2 (DD 1525281), SECTION 63, VICTORIA DISTRICT, PLAN 1781
006-894-267	LOT 10, SECTION 63, VICTORIA DISTRICT, PLAN 1781
008-890-552	THE SOUTHERLY 60 FEET OF LOT 3, BLOCK G, SECTION 63, VICTORIA DISTRICT, PLAN 255A

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov. 16, 2017 Verified: Nov. 16, 2017

Status: Filed

Doc #: CA1293715

HCVD: RQST: 2013-02-19 07:41:00



The Corporation of the District of Saanich | Corporate Services | Legislative  
770 Vernon Avenue Victoria BC V8X 2W7 | T 250-475-1775 | F 250-475-5440 | www.saanich.ca

LOCAL GOVERNMENT ACT  
(Part 28)

NOTICE OF AGREEMENT

Registrar of Titles  
Land Title Office  
850 Burdett Street  
Victoria, BC V8W 1B4

TAKE NOTICE that the lands described below are subject to an agreement between  
0728581 B.C. LTD., INC.NO. 0728581 and The Corporation of the District of Saanich.

PARTICULARS OF AGREEMENT

Agreement Description

- (a) Type of Agreement: Housing Agreement
- (b) Statutory Authority: 905(2) of the *Local Government Act*.

Legal Description of Lands Affected

PID 000-024-023  
Amended Lot 2 (DD 152828I), Section 63, Victoria District, Plan 1781, and

PID 006-894-267  
Lot 10, Section 63, Victoria District, Plan 1781, and

PID 008-890-552  
The Southerly 80 Feet of Lot 3, Block G, Section 63, Victoria District, Plan 255A.

Issue Date: September 29, 2009

Dated: September 29, 2009

DISTRICT OF SAANICH

DEP, Municipal Clerk

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Up-loaded: Nov-16-2017 Verified: Nov-16-2017

**EXHIBIT "H"**

Status: Registered

Doc #: CA3105746

RCVD: 2013-05-01 RGST: 2014-01-21 07:35:04

FORM 170\_V9

**VICTORIA LAND TITLE OFFICE**

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING May-01-2013 13:35:19.001  
LAND TITLE AND SURVEY AUTHORITY

**CA3105746**

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, R.S.B.C. 1996, C.230.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document as set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Christopher  
George Frederick  
Nation 22LTWY

Digitally signed by Christopher George Frederick Nation 22LTWY  
DN: c=CA, ou=Christopher George Frederick Nation 22LTWY, o=Lawyer, email=chris@n22ltwy.com, cn=Christopher George Frederick Nation 22LTWY  
Date: 2013.05.01 11:33:10 -0700

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)  
 Debbie Hayden, Agent, THE CORPORATION OF THE DISTRICT OF SAANICH  
 770 Vernon Avenue, Victoria, B.C. V8X 2W7  
 (250) 475-5455

Document Fees: \$24.20

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 (PID) [legal description]

**SEE SCHEDULE**

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:  
**MUNICIPAL GOVERNMENT NOTICE**  
 ADDITIONAL INFORMATION:

Notice of Permit

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**THE CORPORATION OF THE DISTRICT OF SAANICH**  
**770 VERNON AVENUE**  
**VICTORIA**

Incorporation No  
0000

V8X 2W7  
 BRITISH COLUMBIA  
 CANADA

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017 Verified: Nov-16, 2017

Status: Registered

Doc #: CA3105746

RCVD: 2013-05-01 RGST: 2014-01-21 07:35:04

FORM\_87\_99

LAND TITLE ACT  
FORM 87

SCHEDULE

PAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YRS

[PID]	[LEGAL DESCRIPTION -- must fit in a single text line]
000-024-023	AMENDED LOT 2 (PD 1528281), SECTION 63, VICTORIA DISTRICT, PLAN 1781
003-882-519	LOT 3, SECTION 63, VICTORIA DISTRICT, PLAN 1781
000-627-810	LOT 4, SECTION 63, VICTORIA DISTRICT, PLAN 1781
006-894-287	LOT 10, SECTION 63, VICTORIA DISTRICT, PLAN 1781

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov. 16, 2017. Verified: Nov. 16, 2017.

Status: Registered

Doc #: CA3105746

RCVD: 2013-05-01 RQST: 2014-01-21 07:35:04



The Corporation of the District of Saanich | Corporate Services | Legislative  
770 Vernon Avenue Victoria BC V8X 2W7 | T 250-475-1775 | F 250-475-5140 | www.saanich.ca

LOCAL GOVERNMENT ACT  
(Part 26)

NOTICE OF PERMIT

PID: 000-024-023  
PID: 003-882-519  
PID 000-627-810  
PID 006-894-267

Registrar of Titles  
Victoria Land Title Office  
Suite 200 - 1321 Blanshard Street  
Victoria, BC V8W 9J3

TAKE NOTICE that the land described below is subject to a permit issued by The Corporation of the District of Saanich.

PARTICULARS OF PERMIT

Permit Description

- (a) Type of Permit: Development Permit. (DPR00462)
- (b) Statutory Authority: 920 of the Local Government Act.

Legal Description of Land Affected:

Lot 10, Section 63, Victoria District, Plan 1781, Lot 4, Section 63, Victoria District, Plan 1781, Lot 3, Section 63, Victoria District, Plan 1781, and Amended Lot 2 (DD 152828), Section 63, Victoria District, Plan 1781.

Issue Date: April 23, 2013.

Dated: April 24, 2013

DISTRICT OF SAANICH

Municipal Clerk

Uploaded: Nov-16-2017 Verified: Nov-16-2017

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

EXHIBIT "I"

Status: Registered  
FORM 170\_V10

Doc #: CA3830295

RCVD: 2014-07-09 RQST: 2014-10-23 07:11:05

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Jul-09-2014 15:54:42.001  
LAND TITLE AND SURVEY AUTHORITY

CA3830295

1404928993

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.4(4) of the *Land Title Act*, RSBC 1996, c.250.
  - Your electronic signature is a declaration by you under Section 168A1 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Christopher  
George Frederick  
Nation 22LTWY

Digitally signed by Christopher George Frederick Nation 22LTWY  
DN: c=CA, ou=Christopher George Frederick Nation 22LTWY, o=I lawyer,  
ou=Vernon ID at www.jurisdiction.com  
OU=Vernon ID at www.jurisdiction.com  
Date: 2014.07.09 11:15:31 -0700

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

THE CORPORATION OF THE DISTRICT OF SAANICH  
770 VERNON AVENUE

S. Loor, Agent  
(250) 475-1775 ext. 3578

VICTORIA BC V8X 2W7

Document Fees: \$24.20

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

SEE SCHEDULE

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

MUNICIPAL GOVERNMENT NOTICE  
ADDITIONAL INFORMATION:

Housing Agreement

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

THE CORPORATION OF THE DISTRICT OF SAANICH

770 VERNON AVENUE  
VICTORIA

V8X 2W7

BRITISH COLUMBIA  
CANADA

Incorporation No  
00000000

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 Verified: Nov-16-2017

Status: Registered

Doc #: CA3830295

RCVD: 2014-07-09 RQST: 2014-10-23 07:11:05

FORM\_E7\_V10

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 2 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION - must fit in a single text line]
003-882-519	LOT 3, SECTION 63, VICTORIA DISTRICT, PLAN 1781
000-627-810	LOT 4, SECTION 63, VICTORIA DISTRICT, PLAN 1781
006-894-267	LOT 10, SECTION 63, VICTORIA DISTRICT, PLAN 1731
000-024-023	AMENDED LOT 2 (DD 152823), SECTION 63, VICTORIA DISTRICT, PLAN 1781

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

1  
Uploading Nov 16 2017 Verified: Nov 16 2017



Status: Registered

Doc #: CA3830295

RCVD: 2014-07-09 RQST: 2014-10-23 07:11:05



The Corporation of the District of Saanich | Legislative Services  
770 Vernon Avenue, Victoria BC V8X 2W7 | T: 250-475-1775 | F: 250-475-5140 | www.saanich.ca

LOCAL GOVERNMENT ACT  
(Part 28)

NOTICE OF AGREEMENT

Registrar of Titles  
Victoria Land Title and Survey Authority of BC  
Suite 300 - 1321 Blanshard Street  
Victoria BC V8W 9J3

TAKE NOTICE that the lands described below are subject to an agreement  
between 0726681 B.C. LTD., INC. NO. B00726681 and The Corporation of the District  
of Saanich.

PARTICULARS OF AGREEMENT

Agreement Description

- (a) Type of Agreement: Housing Agreement
- (b) Statutory Authority: 905(2) of the *Local Government Act*

Legal Description of Lands Affected

PID: 003-882-519  
Lot 3, Section 63, Victoria District, Plan 1781

PID: 000-627-810  
Lot 4, Section 63, Victoria District, Plan 1781

PID: 006-894-267  
Lot 10, Section 63, Victoria District, Plan 1781

PID: 000-024-023  
Amended (of 2) (D 1628251), Section 63, Victoria District, Plan 1781

Issue Date: July 7, 2014

Dated: July 10, 2014

DISTRICT OF SAANICH

Donna Dilpa  
Municipal Clerk

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017. Verified: Nov 16, 2017

VICTORIA LAND TITLE OFFICE

EXHIBIT "J"

CA4947456

PAGE 1 OF 3 PAGES

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Jan-25-2016 14:33:31.003  
LAND TITLE AND SURVEY AUTHORITY

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Digitally signed by Noel Peter Lenaghan 5M33GP  
 DN: c=CA, cn=Noel Peter Lenaghan 5M33GP, o=Lawyer,  
 ou=Verify ID at www.judicert.com/VKUP.cfm?id=5M33GP  
 Reason: This is my declaration under Section 168.41 of the LTA  
 Date: 2016.01.25 14:25:49 -08'00'

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

JAWL BUNDON LLP  
Barristers and Solicitors  
4th Floor, 1007 Fort Street  
Victoria

BC V8V 3K5

Telephone: 250-385-5787  
File No. 33020-001/PMB/bp  
Doc. #712316

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

029-516-463 LOT A SECTION 63 VICTORIA DISTRICT PLAN EPP49839

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

PERSONAL PROPERTY SECURITY ACT, NOTICE

ADDITIONAL INFORMATION:

SEE ATTACHED FORM 1

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

CANADIAN WESTERN BANK

#101-6475 METRAL DRIVE

NANAIMO

BRITISH COLUMBIA

V9T 2L9

CANADA

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 Verified: Nov-16-2017

SCHEDULE 5

FORM 1

PERSONAL PROPERTY SECURITY ACT

(Section 38(1) Personal Property Security Regulation and Section 49(2) Personal Property Security Act)

NOTICE OF A SECURITY INTEREST IN FIXTURES OR GROWING CROPS

To: Registrar of Titles  
Victoria Land Title District

TAKE NOTICE that a security interest in collateral that is or may become a fixture or crop attaching to land has been created and that the particulars of the security interest are set out as follows:

Debtor: 0728581 B.C. Ltd.  
Address: 360-1070 Douglas Street City of Victoria  
Province: British Columbia Postal Code: V8W 2C4

Parcel Identifier Number and Legal Description of Land Upon Which the Collateral is Located or Affixed:

P.I.D.: 029-516-463 Legal Description: Lot A, Section 63, Victoria District, Plan EPP49839

Security Party Name: CANADIAN WESTERN BANK  
Address: #101-6475 Metrol Drive City of Nanaimo  
Province: British Columbia Postal Code: V9T 2L9

Description of Collateral:

A security interest in and to the bank accounts for and related to the development of a 99 unit condominium development, plus parking and amenities known as The Shire (the "Project") and all monies held on deposit in conjunction with the Project, all present and after-acquired personal property, assets, rights and undertakings situated, arising from, relating to or in connection with that land in the City of Victoria, British Columbia, described as:

P.I.D.: 029-516-463 Legal Description: Lot A, Section 63, Victoria District, Plan EPP49839  
(the "Land")

including bank accounts; deposits; all tools, apparatus, appliances, dishwasher, fridges, stoves, washers, dryers, vacuum systems, security systems, fixtures, plant, machinery, furniture and chattels; all air-conditioning, heating, ventilating, electrical, mechanical, plumbing, communications and data systems, appurtenances, equipment and apparatus, elevators, escalators and other conveyancing devices, and all boilers, furnaces, carpets, blinds, window coverings, curtains, drapes, awnings, lighting systems, lighting fixtures, doors, windows, denising walls and partitions, wiring, pipes and conduits and all proceeds arising from the foregoing that are present or after-acquired personal property, fixtures, or fixtures of the Debtor.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov. 16, 2017. Verified: Nov. 16, 2017

AND that this order will expire on the 31<sup>st</sup> day of January 2016.

DATED this 22 day of January 2016

SIGNED in the presence of

[Signature]  
Witness - signature

701, 6475 METCAL DR. WILLOWDALE  
Address:

Banker  
Occupation

423376

CANADIAN WESTERN BANK:  
by its authorized signatory

[Signature]  
Authorized signatory  
MARK MARON  
[Signature]  
Authorized signatory  
DAVID WILSON

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, R.S.B.C. 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Peter Nikolich  
NXXWP4

Digitally signed by Peter Nikolich  
NXXWP4  
DN: cn=CA, ou=Peter Nikolich  
NXXWP4, o=Lawyer, ou=Verify ID at  
www.juricentro.com.kljp.cdn?  
Id=NXXWP4  
Date: 2013.04.04 12:28:15 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

PETER NIKOLICH LAW CORPORATION

Barrister and Solicitor  
#202 - 1006 Fort Street  
Victoria

BC V8V 3K4

Tel: 250-388-6600  
File: Quadra Street

EXHIBIT "K"

Document Fees: \$147.00

Deduct L/TSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE DISTRICT OF SAANICH

770 VERNON AVENUE  
VICTORIA

V8X 2W7

BRITISH COLUMBIA  
CANADA

Incorporation No  
000000000

7. ADDITIONAL OR MODIFIED TERMS:

None

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)

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

Execution Date		
Y	M	D
13	03	28

Transferor(s) Signature(s)

0728581 B.C. LTD., INC.NO.  
0728581 by its Authorized  
Signatory(ies)

JIM MCLAREN

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. 1996, c. 124, 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.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Updated: Nov-16-2017, Verified: Nov-16-2017

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

Y	M	D
13	03	28

METROPOLITAN MORTGAGE CORPORATION INCORPORATION NO. BC0741922 by its Authorized Signatory(ies)

JIM MCLAREN

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

13	03	28
----	----	----

CAREY HILL ESTATES LTD. INCORPORATION NO. BC0742609 by its Authorized Signatory(ies)

JIM MCLAREN

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

13	03	28
----	----	----

MCLAREN HOMES LTD INCORPORATION NO. BC0438377 by its Authorized Signatory(ies)

GREG MCLAREN

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. 1996, c.124, 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

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

Y	M	D
13	03	28

R.L. SARGENT LTD  
INCORPORATION NO. BC0143219 by  
its Authorized Signatory(ies)

RICHARD SARGENT

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

13	03	28
----	----	----

477678 B.C. LTD INCORPORATION  
NO. BC0477678 by its Authorized  
Signatory(ies)

MURRAY MCLAREN

PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

13	03	28
----	----	----

JAMES ALLAN MCLAREN

(as to both signatures)

MARILYN MCLAREN

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. 1996, c.124, 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

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

Y	M	D
13	03	28
13	03	28
13	03	28

\_\_\_\_\_  
HISTORIC QUARTERS INC  
INCORPORATION NO. BC470766 by  
Its Authorized Signatory(ies)

\_\_\_\_\_  
LESLEY MCLAREN

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

\_\_\_\_\_  
MARTHA ANDERSON

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

\_\_\_\_\_  
COREY VIDALIN

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. 1996, c.124, 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.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 Verified: Nov-16-2017



**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

Y	M	D
13	03	28
13	03	28
13	03	28

\_\_\_\_\_  
ELISHA VIDALIN

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

\_\_\_\_\_  
SARAH VIDALIN

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

\_\_\_\_\_  
STERLING VIDALIN

**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. 1996, c.124, 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.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017. Verified: Nov 16, 2017.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

Y	M	D
13	03	28
13	03	28
13	03	28

\_\_\_\_\_  
ALYSHA WHIMBY

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

\_\_\_\_\_  
NICOLE WHIMBY

\_\_\_\_\_  
PETER NIKOLICH  
Barrister & Solicitor  
#202 - 1006 Fort Street  
Victoria, BC V8V 3K4  
(250) 388-6600

PARKLAND PROPERTIES LTD.  
INCORPORATION NO. BC0361050 by  
its Authorized Signatory(ies)

\_\_\_\_\_  
LESLEY MCLAREN  
\_\_\_\_\_

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. 1996, c.124, 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.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017, Verified: Nov-16, 2017

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

LINDA CHU

Commissioner for Taking Affidavits in BC  
1400 - 888 Dunsmuir Street  
Vancouver, B.C. V6C 3K4

Y	M	D
13	04	03
13	04	03

PEOPLES TRUST COMPANY  
INCORPORATION NO. A33943 by its  
Authorized Signatory(ies)

BRIAN D. KENNEDY, Vice-President  
and Regional Mgr

JULIA HALLETT, Manager Mortgage  
Administration - BC

DEBBY FISHER

Commissioner for Taking Affidavits in BC  
Island Savings Credit Union  
300 - 499 Canada Avenue  
Duncan, BC V9L 1T7

ISLAND SAVINGS CREDIT UNION  
INCORPORATION NO. FI 29 by its  
Authorized Signatory(ies)

LISA VERWOLF

JOY CLISSOLD

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. 1996, c.124, 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.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded Nov-16, 2017. Verified Nov-16, 2017.

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND**

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION -- must fit in a single text line]
006-894-267	LOT 10, SECTION 63, VICTORIA DISTRICT, PLAN 1781
000-024-023	AMENDED LOT 2 (DD 152828), SECTION 63, VICTORIA DISTRICT, PLAN 1781
003-882-519	LOT 3, SECTION 63, VICTORIA DISTRICT, PLAN 1781
000-627-810	LOT 4, SECTION 63, VICTORIA DISTRICT, PLAN 1781

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Document Reference Pages 11 to 17

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Document Reference Pages 18 - 22 granting the Covenant herein priority over Mortgages FB235117, CA1610198, FB377244, CA1935761, CA2308040, CA1593920 and CA1548315 and Assignment of Rents CA1593921 and CA1548316.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017-Verified: Nov-16-2017

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

0728581 B.C. LTD., INC.NO. 0728581 (Registered Owner)  
METROPOLITAN MORTGAGE CORPORATION INCORPORATION NO. BC0741922 (Mortgagee)  
CAREY HILL ESTATES LTD. INCORPORATION NO. BC0742609 (Mortgagee)  
MCLAREN HOMES LTD INCORPORATION NO. BC0438877 (Mortgagee)  
R.L. SARGENT LTD INCORPORATION NO. BC0143219 (Mortgagee)  
477678 B.C. LTD INCORPORATION NO, BC0477678 (Mortgagee)  
JAMES ALLAN MCLAREN (Mortgagee)  
MARILYN MCLAREN (Mortgagee)  
HISTORIC QUARTERS INC INCORPORATION NO. BC470766 (Mortgagee)  
MARTHA ANDERSON (Mortgagee)  
COREY VIDALIN (Mortgagee)  
ELISHA VIDALIN (Mortgagee)  
SARAH VIDALIN (Mortgagee)  
STERLING VIDALIN (Mortgagee)  
ALYSHA WHIMBY (Mortgagee)  
NICOLE WHIMBY (Mortgagee)  
PARKLAND PROPERTIES LTD. INCORPORATION NO. BC0361050 (Mortgagee)  
PEOPLES TRUST COMPANY INCORPORATION NO. A33948 (Mortgagee and Assignment of Rents)  
ISLAND SAVINGS CREDIT UNION INCORPORATION NO. FI 29 (Mortgagee and Assignment of Rents)

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017. Verified: Nov-16-2017

TERMS OF INSTRUMENT - PART 2

COVENANT

BETWEEN:

0728581 B.C. LTD., INC. NO. 0728581  
1633 Hillside Avenue  
Victoria, BC  
V8T 2C4

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF SAANICH  
770 Vernon Avenue,  
Victoria, British Columbia  
V8X 2W7

(hereinafter called the "Covenantee")

OF THE SECOND PART

(collectively the "Parties")

WHEREAS:

- A. Section 219 of The *Land Title Act* provides that a covenant in respect to the use of land or of a building or that land is, or is not to be built on or that land or a specified amenity in relation to it be protected, preserved, conserved or kept in its natural state in favour of a municipality may be registered as a charge against the title to that land;
- B. The Covenantor is the registered owner of the lands;
- C. The Covenantee is a Municipality.

NOW THEREFORE in consideration of the payment of the sum of ONE DOLLAR by the Covenantee to the Covenantor, the receipt and sufficiency of which is hereby acknowledged by the Covenantor, and in consideration of the promises below, the Covenantor COVENANTS AND AGREES as follows:

1.0 DEFINITIONS

In this Agreement:

- (a) "Amenity" includes any natural, scientific, environmental, wildlife, plant life or cultural value relating to the Lands or Protected Area;

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017 Verified: Nov 16, 2017

- (b) Built Green™ means the standard of Green Building practices for new single family dwellings and row homes administered by Built Green™ Canada.
- (c) "Cut down" shall mean to cut down, kill or remove by any means and in relation to a tree, shrub or bush includes the topping or removal of any branch, trunk or stem of the tree, shrub or bush;
- (d) "dwelling unit" shall mean a housekeeping unit designed, occupied or intended for occupancy, as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a family maintaining a household.
- (e) "Elm tree" shall mean a tree from the Elm (Ulmus spp.) family.
- (f) "Lands" shall mean the parcel of land legally described as:  
 Amended Lot 2 (DD 1528281), Section 63, Victoria District, Plan 1781  
 Lot 10, Section 63, Victoria District, Plan 1781  
 Lot 3, Section 63, Victoria District, Plan 1781  
 Lot 4, Section 63, Victoria District, Plan 1781
- (g) "senior" means 60 years of age and up.
- (h) "soil" shall mean soil, fill, sand, gravel, rock or other material of which land is composed.
- (i) "Protected Area" shall mean:  
 All that part of Amended Lot 2 (DD 1528281), Section 63, Victoria District, Plan 1781 shown as AREA 1 containing 923.6 m<sup>2</sup> on Plan EPP23022.
- (j) "Restricted Area" shall mean:  
 All that part of Lot 10, Section 63, Victoria District, Plan 1781 shown as AREA 2 containing 93.8 m<sup>2</sup> on Plan EPP23022.
- (k) "Tree" means any living, erect, woody plant.
- (l) "Plant" includes all vascular and non-vascular plants, including, without limiting the generality of the foregoing:
  - (i) moss,
  - (ii) lichen,
  - (iii) tree seedlings,
  - (iv) grass, and
  - (v) shrubs.

2.0 Unless specifically defined in this covenant, words and phrases herein shall have the same meaning as provided in the Zoning Bylaw, 2003 of the Covenantee.

3.0 The Covenantors shall not cut down any Elm tree growing in the Restricted Area provided however, that the Covenantors may with the written permission of the

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017, Verified: Nov-16-2017



Covenantee, such permission not to be unreasonably withheld, cut down any tree:

- (a) which is dead, diseased, dying or hazardous to persons using the lands or neighbouring properties, or
- (b) which is in poor condition, provided that any such tree removal shall be replaced with a replacement tree specified by the Covenantee.

4.0 Notwithstanding Paragraph 3, the Covenantors may, with the prior written consent of the Covenantee, prune any Elm tree growing in the **Restricted Area**. Prior to granting a request for such consent, the Covenantee may require the Covenantors to obtain an Arborist's report addressing the impact of the proposed pruning on the health of the tree.

5.0 The Covenantors shall not carry out any of the following activities in the **Restricted Area** without prior written permission from the Covenantee:

- (a) excavation of the soil;
- (b) placing, storing or stockpiling soil or building materials;
- (c) construction, installation or placement of a building, parking area, driveway, patio, walkway, underground utility or pipe;
- (d) operation of trucks, backhoes, excavators or other heavy equipment;
- (e) cutting or damaging roots of a tree growing in the restricted area; or
- (f) blasting.

6.0 This Agreement shall be perpetual to reflect the public interest in the protection, preservation, conservation, maintenance and enhancement of the **Protected Area** and Amenities for ecological and environmental reasons.

6.1 The Covenantor shall preserve, conserve and keep the protected area in a natural state, provided that the Covenantor shall not be restricted from constructing all such works and doing all such things on the restricted area as are necessary to ensure that it is safe and does not constitute a hazard.

#### 7.0 RESTRICTIONS ON USE OF THE PROTECTED AREA

7.1 Except as expressly permitted in this Agreement, the Covenantor must not do anything, omit to do anything, allow anything to be done, or allow the omission of anything, that does or could reasonably be expected to destroy, impair, diminish, negatively affect, or alter the **Protected Area**.

7.2 Without restricting the generality of section 7.1, the Covenantor must not, except with the written approval of the Covenantee as represented by the Director of Planning:

- (a) use or permit the use of the **Protected Area** for an activity or use which:

- (i) causes or allows silts, leachates, fills or other deleterious substances to be released into any watercourse, pond or wetland in the Protected Area;
  - (ii) causes erosion to occur, or facilitates the loss, compaction or removal of soil, from within the Protected Area;
  - (iii) alters or interferes with the hydrology of the Protected Area, including by the diversion of natural drainage or flow of water in, on, or through the Protected Area in a manner which may impact the Protected Area
  - (iv) causes or allows fill or rubbish, ashes, garbage, waste or other material foreign to the Protected Area to be deposited in or on the Protected Area;
  - (v) causes or allows any component of the Protected Area, including soil, gravel or rock, to be disturbed, explored for, moved, removed from or deposited in or on the Protected Area;
  - (vi) causes or allows pesticides, including but not limited to, herbicides, insecticides or fungicides, to be applied to or introduced onto the Protected Area;
  - (vii) causes or allows any indigenous trees or plants in the Protected Area to be cut down, pruned, harvested, moved, removed, defoliated or damaged in any way;
  - (viii) cause or allow non-indigenous weeds and plants to invade the Protected Area;
- (b) cut down, prune, remove any indigenous tree, shrub, bush or plant growing in the Protected Area.
  - (c) use or permit the use of heavy equipment in the protected area, nor place, store or stockpile soil or building materials in the protected area.
  - (d) use or permit the use of the Protected Area for hunting, fishing, gathering or grazing of domestic animals;
  - (e) lay out or construct any new roads or paths in the Protected Area;
  - (f) construct, build, affix or place on the Protected Area any buildings, structures, fixtures or improvements of any kind;
  - (g) plant trees, shrubs, flowers, crops or other types of vegetation on the protected area except species which are native to the specific ecosystem of the Protected Area.
  - (h) lease or licence the Protected Area or any part thereof unless the lease or license is expressly made subject to the provisions of this Agreement and expressly entitles the Covenantor to terminate the lease or licence if the tenant or licensee breaches any of the provisions of this Agreement;
  - (i) subdivide the Protected Area by any means;
  - (j) cut down, prune, remove any non-native tree growing in the Protected Area.
- 8.0 PROTECTION DURING CONSTRUCTION**

- 8.1 The Covenantor shall erect a fence constructed with solid wood or metal posts along the boundary separating the **Protected Area** and the **Restricted Area** from the remainder of the Lands prior to commencing any construction, development or excavation on the Lands and shall keep the fence in place until the completion of the development except that where the

Covenantor has obtained permission to carry out activities within the **Protected Area** and the **Restricted Area** under sections 5 and 7, part of the fence may be temporarily removed to permit access to the Protected Area for that purpose.

8.2 The Covenantor shall post a sign on the fence, of all weather material, stating "Protected Area - No Entry" and shall keep the sign on the fence until the completion of the development.

## 9.0 INVASIVE SPECIES

9.1 Notwithstanding section 7 of this Agreement, the Covenantor may remove non-native species of vegetation, other than trees, which are known to be invasive.

## 10.0 COVENANTOR'S RESERVED RIGHTS

10.1 Subject to section 7, the Covenantor reserves all of its rights as owner of the Land, including the right, to use, occupy and maintain the Land in any way that is not expressly restricted or prohibited by this Agreement, so long as the use, occupation or maintenance are consistent with the intent of this Agreement.

10.2 Nothing in this Agreement restricts or affects the rights of the Covenantor or any other party to do anything reasonably necessary to:

- (a) prevent potential injury or death to any individual; or
- (b) prevent, abate or mitigate any damage or loss to any real or personal property.

## 11.0 ACCESS FOR OBSERVATION

11.1 The Covenantor gives permission to the Covenantee and its agents to enter the Land, upon giving reasonable advance notice, for the purposes of monitoring the terms and conditions of this covenant.

## 12.0 ENFORCEMENT

12.1 In the event the Covenantor breaches any provision of this covenant, the Covenantee may at its option, in addition to any other remedies it may have, do one or more of the following:

- (a) give notice in writing to the Covenantor to
  - (i) cease and desist breaching the covenant, or
  - (ii) perform any positive obligations of the covenant either immediately or within a time period specified in the notice.
- (b) give notice in writing directing the Covenantor to restore or remedy the breach in accordance with the terms and directions set out in the notice and to carry out any restoration measures specified in the notice either immediately or within a time period specified in the notice.

- (c) if the Covenantor fails to comply with the direction contained in a notice under subparagraph (a) or (b) of this paragraph the Covenantee may without further notice enter upon the lands and carry out the required work at the expense of the Covenantor. The Covenantor shall pay on demand all costs incurred by the Covenantee for labour, materials, administration and overhead in carrying out work under this provision.
- 12.2 It shall be the responsibility of the Covenantor to ensure that any person entering onto the lands with the permission or the knowledge of the Covenantor does not contravene any provision of this covenant and a breach of the covenant by any such person shall be considered for all purposes as a breach of the covenant by the Covenantor.
- 12.3 In the event trees, or plants are cut down or damaged contrary to the provisions of this covenant, the Covenantor shall:
- (a) forthwith plant replacement trees or plants of the same species in the same location as formerly. Any replacement trees shall have a trunk diameter at breast height equal to that of the tree that was cut down or equal to the largest diameter for the replacement trees of the species available through nurseries in British Columbia, whichever is smaller;
  - (b) during the three year period following planting of the replacement trees or plants, water, fertilize and maintain the trees or plants in accordance with sound arboricultural practices, and;
  - (c) pay to the Covenantee forthwith an indemnity of \$5,000.00 for each tree or shrub cut down and \$1,000.00 for each plant removed, killed or cut down as compensation for the loss of the natural amenity provided by these to the surrounding community.
- 13.0 The Covenantor agrees to design and construct all buildings on the Lands to comply with the Built Green™ Gold standard, or an equivalent energy and environmental design standard, as determined by the Director of Planning or designate, and to submit design plans, and Built Green™ checklist or Built Green™ equivalency report for the review and approval of the Director of Planning prior to the issuance of a building permit. The submitted Built Green™ checklist or Built Green™ equivalency report must clearly define which items can be assessed at each stage, namely: prior to issuance of a building permit; prior to occupancy; and post occupancy.
- No occupancy permit shall be issued by the Covenantee for such buildings until the buildings have received certification issued by Built Green™ Canada, or a letter is submitted to the Covenantee, by a qualified professional (i.e. Architect, Engineer), committing to the submission and completion of the outstanding items on the submitted Built Green™ checklist or Built Green™ equivalency report, in order to achieve certification.
- 14.0 The Covenantor covenants and agrees that no building containing dwelling units shall be constructed upon the Lands and no building permit shall be issued for the construction of a building containing dwelling units upon the Lands until the Covenantor has made a financial contribution of \$82,800 to be held in trust and administered by Peter Nikolich Law Corporation, such fund to be used solely towards assisting dwelling unit owners in the subject development to purchase a bicycle, helmet, bike safety/clothing and /or accessories, bus passes or taxi vouchers.

- 15.0 The Covenantor covenants and agrees that no restrictions shall be placed on the availability of any dwelling unit constructed on the Lands for rentals by non-owners.
- 16.0 That notwithstanding the Zoning Bylaw No. 8200 of the Covenantee or any successor bylaw, not more than 92 dwelling units shall be constructed, placed, maintained or suffered upon the Lands.
- 17.0 No Building Permit shall be issued and no building shall be constructed on the lands until the Lands have been consolidated.
- 18.0 No term, condition, covenant or other provision of this covenant will be considered to have been waived by the Covenantee unless such waiver is expressed in writing by the Covenantee and the waiver by the Covenantee of any such term, condition, covenant or other provision will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this covenant.
- 19.0 This covenant extends to, is binding upon and enures to the benefit of the Covenantee and its successors and assigns and the Covenantors and their heirs, executors, administrators and successors, but only during their respective periods of ownership of a fee simple estate in the lands.
- 20.0 If any section of this covenant, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
- 21.0 The Director of Planning of the Covenantee may, upon application in writing from the Covenantor, approve a minor variation to any restriction contained in this agreement, not affecting the overall intent of the covenant.
- 22.0 This Contract may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Contract.

**THIS AGREEMENT** and everything herein contained shall be binding upon the Covenantor and its successors and assigns and shall enure to the benefit of the Covenantee.

**IN WITNESS HEREOF**, the Parties hereto acknowledge that this agreement has been duly executed and delivered by the parties executing Form C (page 1) and Form D (pages 2 to 7) attached hereto.

**CONSENT AND PRIORITY AGREEMENT**

**METROPOLITAN MORTGAGE CORPORATION INCORPORATION NO. BC0741922** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB235117, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **METROPOLITAN MORTGAGE CORPORATION INCORPORATION NO. BC0741922** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**CAREY HILL ESTATES LTD. INCORPORATION NO. BC0742609** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB235117, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **CAREY HILL ESTATES LTD. INCORPORATION NO. BC0742609** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**MCLAREN HOMES LTD INCORPORATION NO. BC0438377** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number CA1610198, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **MCLAREN HOMES LTD INCORPORATION NO. BC0438377** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**R.L. SARGENT LTD INCORPORATION NO. BC0143219** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number CA1610198, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **R.L. SARGENT LTD INCORPORATION NO. BC0143219** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**477678 B.C. LTD INCORPORATION NO. BC0477678** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number CA1610198, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **477678 B.C. LTD INCORPORATION NO. BC0477678** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**JAMES ALLAN MCLAREN and MARILYN MCLAREN** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number CA1610198, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **JAMES ALLAN MCLAREN and MARILYN MCLAREN** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**HISTORIC QUARTERS INC INCORPORATION NO. BC4707066** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244 and CA1935761, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **HISTORIC QUARTERS INC INCORPORATION NO. BC4707066** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 Verified: Nov-16-2017

**MARTHA ANDERSON** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **MARTHA ANDERSON** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**COREY VIDALIN** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **COREY VIDALIN** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**ELISHA VIDALIN** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **ELISHA VIDALIN** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**SARAH VIDALIN** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **SARAH VIDALIN** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.



**STERLING VIDALIN** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **STERLING VIDALIN** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**ALYSHA WHIMBY** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **ALYSHA WHIMBY** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**NICOLE WHIMBY** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number FB377244, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **NICOLE WHIMBY** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**PARKLAND PROPERTIES LTD. INCORPORATION NO. BC0361050** having a Mortgage registered in the Land Title Office at Victoria in the Province of British Columbia, under charge number CA2308040, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **PARKLAND PROPERTIES LTD. INCORPORATION NO. BC0361050** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

1  
Uploaded: Nov-16, 2017. Verified: Nov-16, 2017.

**PEOPLES TRUST COMPANY INCORPORATION NO. A33943** having a Mortgage and Assignment of Rents registered in the Land Title Office at Victoria in the Province of British Columbia, under charge numbers CA1548315 and CA1548316, respectively, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **PEOPLES TRUST COMPANY INCORPORATION NO. A33943** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**ISLAND SAVINGS CREDIT UNION INCORPORATION NO. FI 29** having a Mortgage and Assignment of Rents registered in the Land Title Office at Victoria in the Province of British Columbia, under charge numbers CA1593920 and CA1593921, respectively, hereby approves of and consents to the foregoing grant of Covenant and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **ISLAND SAVINGS CREDIT UNION INCORPORATION NO. FI 29** has executed and delivered this agreement by executing Part I of the *Land Title Act* Form D to which this agreement is attached and which forms part of this agreement.

**END OF DOCUMENT**

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov. 16, 2017. Verified: Nov. 16, 2017.

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT Mar-13-2015 15:28:53.005  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

CA4281671 CA4281672

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

**Peter Nikolich**  
CC3W53  
Digitally signed by Peter Nikolich  
DN: cn=Peter Nikolich  
c=CA, o=Lawyer, ou=Verify ID at  
www.ltrpart.com/LKUP.rtf?  
id=CC3W53  
Date: 2015.03.13 07:23:53 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

PETER NIKOLICH LAW CORPORATION

Barrister and Solicitor

202 - 1006 Fort Street

Victoria

BC V8V 3K4

Document Fees: \$155.44

Tel: (250) 388-6600

File: 4052

EXHIBIT "L"

Deduct LTA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT A, SECTION 63, VICTORIA DISTRICT, PLAN EPP49839

STC? YES

Related Plan Number: EPP24313

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE DISTRICT OF SAANICH

770 VERNON AVENUE

VICTORIA

V8X 2W7

BRITISH COLUMBIA

CANADA

Incorporation No

00000

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)

Execution Date

Transferor(s) Signature(s)

PETER NIKOLICH

Barrister & Solicitor

202 - 1006 Fort Street

Victoria, BC

V8V 3k4

Tel: (250) 388-6600

Y	M	D
15	03	09

0728581 B.C. LTD., Inc. No.  
BC0728581 by its authorized  
signatory(ies)

Jim McLaren

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. 1996, c.124, 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

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
OSCAR FLORES

Commissioner for Taking Affidavits in BC

Suite 2060 - 777 Hornby Street  
Vancouver, BC V6Z 1S4

Expiration Date: February 28, 2017

Y	M	D
20	03	06
15		

\_\_\_\_\_  
LAURENTIAN BANK OF CANADA by  
Its Authorized Signatory(ies)

\_\_\_\_\_  
Adam Goluboff, Account Manger

\_\_\_\_\_  
Justin Stubbs, Assistant Vice President

\_\_\_\_\_  
RICHARD BUTLER

Commissioner for Taking Affidavits in BC

770 Vernon Avenue  
Victoria BC V8X 2W7  
Exp. Sept 30/17

Y	M	D
20	01	22
15		

\_\_\_\_\_  
THE CORPORATION OF THE  
DISTRICT OF SAANICH by its  
Authorized Signatory

\_\_\_\_\_  
DONNA DUPAS  
Municipal Clerk

\_\_\_\_\_

\_\_\_\_\_

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. 1996, c.124, 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.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 Verified: Nov-16-2017

FORM E, V19

LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Over Part in Plan EPP24313

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Document Reference page 7 Granting the Statutory Right of Way hereln priority over Mortgage CA4173053, and Assignment of Rents CA4173054.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017. Verified: Nov 16, 2017.

FORM\_E\_V19

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 7 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

0728581 B.C. LTD., Inc. No. BC0728581(SRW)  
LAURENTIAN BANK OF CANADA (Priority Agreement)

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

TERMS OF INSTRUMENT - PART 2

(Re: Section 113 (2) L.T.A., see D.F. J10895)  
**WATER / ACCESS / WORKING STRIP**

**BETWEEN:** 0728581 B.C. LTD., INC. NO. 0728581  
PO Box 640  
Duncan, BC  
V9L 3X9

(hereinafter called "the Owner")

OF THE FIRST PART

**AND:** THE CORPORATION OF THE DISTRICT OF SAANICH,  
770 Vernon Avenue,  
Victoria, B.C. V8X 2W7

(hereinafter called "the Municipality")

OF THE SECOND PART

WHEREAS the Statutory Right-of-Way hereinafter created is necessary for the operation and maintenance of the Municipality's undertaking.

AND WHEREAS the Owner is the owner of (Lot A, Section 63, Victoria District, Plan EPP49839 )

(hereinafter called "the Owner's Land")

NOW THIS AGREEMENT WITNESSETH THAT:

1. The Owner for the consideration of the sum of One Dollar (\$1.00) the receipt and sufficiency of which is hereby acknowledged, hereby grants in perpetuity to the Municipality, the right and easement for the Municipality, its servants, agents and all others the licencees of the Municipality:
  - (a) To construct, entrench, operate, maintain, remove and replace one or more systems of domestic water pipes and all necessary appurtenances thereto in, under and upon the land described in of Schedule "A" hereto, for the conveyance of domestic water.  
  
The land described in Schedule "A" is hereinafter called "the right-of-way".
  - (b) To pass and repass over the right-of-way and to clear, dig, remove and backfill soil and make trenches on the right-of-way for any of the purposes aforesaid.

2. The Owner further grants to the Municipality, its servants, agents and all others the licencees of the Municipality, a licence:
  - (a) To pass and repass over and across the Owner's Land with necessary tools and equipment for the purpose of ingress and egress to and from the right-of-way.
  - (b) During the initial period of construction only, to use such portion of the land alongside the right-of-way as may be reasonably necessary as an additional working area to facilitate the Municipality carrying out its work under the rights granted herein.
3. The Municipality covenants with the Owner that it will, as soon as weather and soil conditions permit, and as often as it may exercise its right of entry hereunder to any of the Lands of the Owner, restore the same as near as may be reasonably possible to the same condition as it was prior to such entry, PROVIDED HOWEVER that nothing herein contained shall require the Municipality to restore any trees, unless specifically identified on Schedule "B" attached hereto.
4. The Municipality further covenants with the Owner that it will compensate the Owner for damages caused by the Municipality, its servants, agents and all others the licencees of the Municipality to the buildings, crops, tile drains, fences, timber, culverts, bridges, lanes and other improvements and to any livestock, equipment or other chattels on the Owner's Land, other than such as may have been made, placed, erected or maintained in contravention of paragraph 5 hereof.
5. The Owner hereby covenants with the Municipality:
  - (a) Not to make, place, erect or maintain, subsequent to the date hereof, any building, structure, excavation, pile of material or obstruction in, under or upon the right-of-way without the written consent of the Municipality first had and obtained;
  - (b) Not to do or knowingly permit to be done any act or thing which will interfere with or injure the said systems and in particular will not carry out any blasting on or adjacent to the right-of-way without the consent of the Municipality, provided that such consent shall not be unreasonably withheld; and
  - (c) Not to substantially diminish the soil cover over any of the systems installed in the right-of-way and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches along or across any of the systems installed in the right-of-way.



6. It is mutually agreed between the Municipality and the Owner:
- (a) That the right-of-way shall be construed as running with the land, that no part of the fee of the soil shall pass to or be vested in the Municipality under or by these Presents and that the Owner may use and enjoy the said land, subject only to the rights and restrictions herein provided;
  - (b) That the expressions "Municipality" and "Owner" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits; and
  - (c) Wherever the singular and masculine are used in this Agreement they shall be construed as meaning the plural or the feminine or the body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto acknowledge that this agreement has been duly executed and delivered by the parties executing Form C (pages 1 & 2) and Form D (page 3) attached hereto.

**SCHEDULE "A"**

**THE RIGHT-OF-WAY**

All that part of Lot A, Section 63, Victoria District Plan EPP49839, shown as SRW Area PT, LOT A, 15.0 m<sup>2</sup> on Explanatory Plan of Statutory Right-of-Way Plan EPP24313.

**CONSENT AND PRIORITY AGREEMENT**

**LAURENTIAN BANK OF CANADA**, having a Mortgage and Assignment of Rents registered in the Land Title Office at Victoria in the Province of British Columbia, under charge numbers CA4173053 AND CA4173054 respectively, hereby approved of and consents to the foregoing grant of Right of Way and to its registration in the Land Title Office aforesaid with priority over the registration of the said Mortgage and Assignment of Rents.

**AS EVIDENCE** of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, **LAURENTIAN BANK OF CANADA**, has executed and delivered this agreement by executing Part I of the *Land Title Act* Form C to which this agreement is attached and which forms part of this agreement.

**SCHEDULE "B"**

**NOT APPLICABLE**

**END OF DOCUMENT**

EXHIBIT "M"

**THE CORPORATION OF THE DISTRICT OF SAANICH**

**BYLAW NO. 9206**

**TO AUTHORIZE THE DISTRICT OF SAANICH  
TO ENTER INTO A HOUSING AGREEMENT**

The Municipal Council of The Corporation of the District of Saanich in open meeting assembled enacts as follows:

1. It shall be lawful for The Corporation of the District of Saanich to enter into the Housing Agreement between the Corporation of the District of Saanich and 0728581 B.C. LTD., INC. NO. 0728581, substantially in the form set out in Schedule 'A', annexed hereto.
2. The Mayor and Municipal Clerk of the Municipal Council are hereby authorized and empowered to execute the said agreement under the Seal of The Corporation of the District of Saanich.
3. This Bylaw may be cited, for all purposes as the "HOUSING AGREEMENT AUTHORIZATION BYLAW (QUADRA STREET), 2013, NO. 9206".

Read a first time this 25<sup>th</sup> day of February, 2013.

Read a second time this 25<sup>th</sup> day of February, 2013.

Read a third time this 25<sup>th</sup> day of February, 2013.

Adopted by Council, signed by the Mayor and Clerk and sealed with the Seal of the Corporation on the 22<sup>nd</sup> day of April, 2013.

"DONNA DUPAS"

\_\_\_\_\_  
Municipal Clerk

"FRANK LEONARD"

\_\_\_\_\_  
Mayor

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017, Verified: Nov 16, 2017

Schedule 'A'

**HOUSING AGREEMENT**  
(Pursuant to Section 905 of the Local Government Act)  
**THIS AGREEMENT** is made the \_\_\_ day of \_\_\_\_\_, 2013

**BETWEEN:**

**THE CORPORATION OF THE DISTRICT OF SAANICH**  
770 Vernon Avenue  
Victoria, BC V8X 2W7  
  
(The "Municipality")

**OF THE FIRST PART**

**AND:**

**0728581 BC LTD.**  
1633 Hillview Avenue  
Victoria BC V8T 4C2  
  
(The "Owner")

**OF THE SECOND PART**

**WHEREAS**

- A. Under Section 905 of the Local Government Act the Municipality may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in Section 905(2) of the Local Government Act;
- B. The Owner is the registered Owner in fee simple of the lands in the Municipality of Saanich, British Columbia, at the civic addresses of 3316, 3334, 3350, Quadra Street and 1016 Inverness Road, and legally described as:  
  
PID's 003-882-519, 000-627-810, 006-894-267, 000-024-023  
Lots 3, 4, 10 and Amended Lot 2 (D0152828), Section 63, Victoria District, Plan 1781
- C. The Owner has made application to the Municipality to rezone the Lands to a zone permitting the construction of Apartment developments.

**NOW THIS AGREEMENT WITNESSES** that pursuant to Section 906 of the Local Government Act and in consideration of the premises and covenants contained in this Agreement, the parties agree with the other as follows:

**1.0 Definitions**

**1.1. In this Agreement:**

"affordable rent" means rent that is 85% of the market rent as determined annually by CMHC or any successor organization.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

"affordable rental unit" means three of the twenty five apartment units of Building A, and three of the thirty six apartment units of Building B, and three of the thirty one apartment units of Building C, selected by the Owner under s.2.1(d) of this Agreement.

"apartment unit" means a dwelling unit in a building which contains 3 or more dwelling units with each dwelling unit having its principal access from an entrance or hallway common to other dwelling units.

"controlled rental period" means the period in time referred to in s.2.1(g) of this Agreement.

"gross household monthly income" means income from all sources except: child tax benefits, capital gains, earnings of a child under 18 years, student loans or grants, Provincial Rental Assistance Programs, HST rebates, taxable benefits through employment, government day care allowances and payments for foster children.

"market rent" means the average market rent for bachelor, one bedroom, two bedroom or three bedroom private apartments in Saanich by the Canada Mortgage and Housing Corporation Average Rents in privately initiated Rental Apartment Structures Survey.

"rental agency" means Metropolitan Capital Partners Inc, or other licenced property management corporation appointed by the Owner for the purpose of administering this Agreement.

"Owner" includes a person who acquires an interest in the Lands and is thereby bound by this Agreement and includes the Owner of a strata lot into which this land is subdivided, under the Strata Property Act.

"qualified applicant" means an individual or household complying with the following:

- i. Resident of the Capital Regional District for one year prior to application for rental housing;
- ii. The applicant's gross household monthly income shall be no more than four times (4x) the affordable rent; and
- iii. The applicant shall be sixty years or older.

"relative" means a spouse, mother, father, mother in law, father in law, daughter, son, daughter in law, son in law or grandchild.

"strata corporation" means, for the portions of the Lands of a building on the Lands that are subdivided under the Strata Property Act, a strata corporation as defined in the Act including the Owner while in control of the strata corporation and subsequently the individual strata lot Owners collectively acting as the strata corporation.

"tenant" means a person occupying a rental unit pursuant to a tenancy agreement as defined in the Residential Tenancy Act (British Columbia).

## 2.0 Rental Housing

### 2.1 The Owner Covenants and agrees that

- a) The building shown as "Building "A" on the site plan of the lands attached hereto as Schedule "A" shall be designed and constructed to contain 25 apartment units on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors of the building
- b) The building shown as "Building "B" on the site plan of the lands attached hereto as Schedule "A" shall be designed and constructed to contain 36 apartment units on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> floors of the building
- c) The building shown as "Building "C" on the site plan of the lands attached hereto as Schedule "A" shall be designed and constructed to contain 31 apartment units on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> floors of the building
- d) Each of the building A, B and C, shall contain a minimum of 3 rental units in each building for a total of 9 rental units in all buildings, (Herein called the "rental units") and shall be used for rental housing purposes only for so long as each building shall remain in existence.
- e) Each of the rental units may be occupied only by a tenant, or a relative caregiver or guest of the tenant, no rental unit shall be occupied by the Owner of the rental unit, nor by a parent, spouse, child, sibling, aunt, uncle, niece, nephew, cousin, or guest of such Owner.
- f) By no later than 30 days following substantial completion of each building A, B and C, the Owner shall select 3 of the apartment units in each building for a total of 9 units to be the "affordable rental units". The owner shall give notice to the municipality of the selection of the affordable rental units within 60 days of substantial completion of the building containing the units.
- g) For a period of a minimum of 10 years commencing on the date of issuance of occupancy permit of the unit, the rent to be charged by the Owner to the tenant for such unit shall not exceed the affordable rent for that unit.
- h) During the controlled rent period the Owner shall not rent an affordable rental unit to any person other than a tenant who has been determined to be a qualified applicant by the rental agency.
- i) The Owner shall provide copies of all tenancy agreements entered into for affordable rental units to the Municipality within 30 days of entering into such agreements.
- j) The Owner shall not consent to a sub-leasing or assignment of lease of an affordable rental unit unless the proposed sub-lessee or assignee of the lease has been determined by the rental agency to be a qualified applicant under s.2.1(h) and the sub-lease or assignment complies with all terms and conditions in this agreement.
- k) The tenant occupying an affordable rental unit at the expiration of the controlled rent period shall have the right to continue to occupy the unit until they voluntarily decide to terminate the tenancy agreement. The rent payable during the period following the controlled rent period shall be the affordable rent.
- l) After expiration of the controlled rental period and upon the apartment unit being vacated by a qualified applicant, all future rent or occupancy shall be governed by the Residential Tenancy Act (British Columbia).

3.0 Notice to be Registered in the Land Title Office

3.1. Notice of this Agreement will be registered in the Land Title Office by the Municipality at the cost of the Owner in accordance with Section 905 of the Local Government Act, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

4.0 GENERAL PROVISIONS

4.1. Notice

If sent as follows, notice under this Agreement is considered to be received

- (a) Seventy-two (72) hours after the time of its mailing (by registered mail) or faxing; and
- (b) on the date of delivery if hand-delivered, to the Municipality:

The Corporation of the District of Saanich  
770 Vernon Avenue  
Victoria, BC V8X 2W7

Attention: Director of Planning  
Fax: (250) 475-5430

To the Owner, for portions of the Lands not in the strata plan; as for the strata lots that are owned by the Owner:

0728581 BC LTD.  
1633 Hillview Avenue  
Victoria, BC V8T 4C2

Attention: Iain McLaren  
Fax: (250) 748-5021

4.2 Time

Time is to be the essence of this Agreement.

4.3 Binding Effect

This Agreement will endure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with Section 905(6) of the Local Government Act, this Agreement is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov 16, 2017 Verified: Nov 16, 2017

#### 4.4 Waiver

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

#### 4.5 Headings

The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

#### 4.6 Language

Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning in plural or the feminine or the body corporate or politic as the context so requires.

#### 4.7 Cumulative Remedies

No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies as law or equity.

#### 4.8 Entire Agreement

This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

#### 4.9 Further Assurances

Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

#### 4.10 Amendment

This Agreement may be amended from time to time upon terms and conditions acceptable to the parties.

#### 4.11 Law Applicable

This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

5.0 No Rental Restrictions

5.1. The Owner covenants and agrees that:

- a. no restrictions shall be placed on the availability of the Apartment Units constructed on the lands for rentals by non-owners;
- b. No application shall be made to deposit a strata plan for buildings on the lands containing Apartments Units unless the strata bylaws accompanying the strata plan contain no restrictions on the rental of strata lots;
- c. The Strata Corporation shall not pass any bylaws that would restrict the availability of Apartment Units for rentals, including without limiting the foregoing
  - i. bylaws prohibiting the rental of strata lots
  - ii. bylaws limiting the number or percentage of strata lots that may be rented;
- d. The Strata Corporation shall notify the Municipality of any proposed amendments to its Strata Bylaws.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first written above.

THE CORPORATION OF THE DISTRICT )  
 OF SAANICH by its authorized signatory(ies) )

\_\_\_\_\_)  
 \_\_\_\_\_)

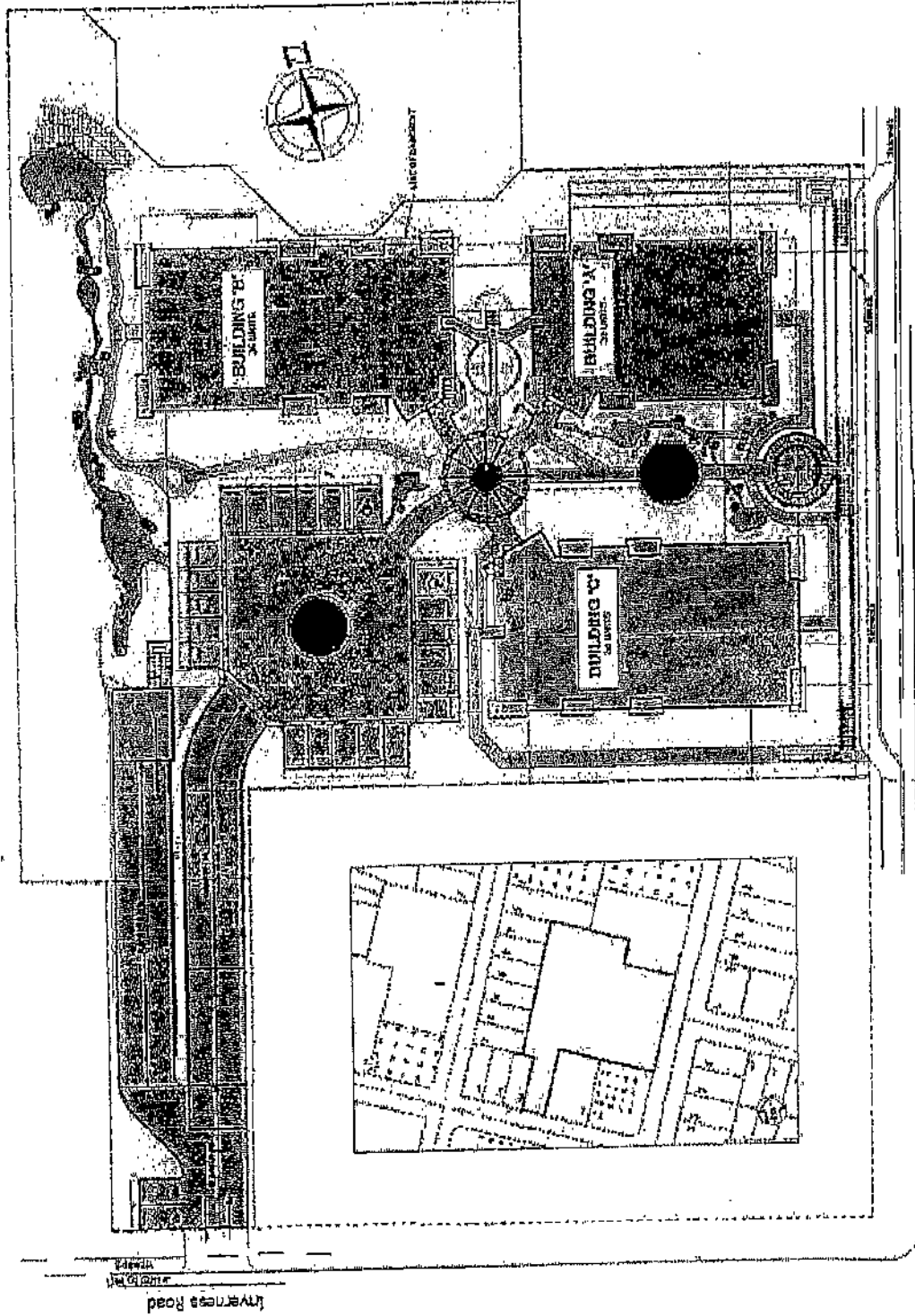
0728581 BC LTD. )  
 by its authorized signatory(ies) )

\_\_\_\_\_)  
 \_\_\_\_\_)

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.



Schedule "A"



**DISTRICT OF SAANICH**

NO. DPR00452

**DEVELOPMENT PERMIT**

**TO: 0728581 B.C. LTD., INC. NO. BC0728581  
C/O 1658 HILLVIEW AVENUE  
VICTORIA, BC V8N 2N5**

*(herein called "the Owner")*

1. This Development Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied by this Permit.
2. This Development Permit applies to the lands known and described as:

**Lot 10, Section 63, Victoria District, Plan 1781**  
**Lot 4, Section 63, Victoria District, Plan 1781**  
**Lot 3, Section 63, Victoria District, Plan 1781**  
**Amended Lot 2 (DD 152828I), Section 63, Victoria District, Plan 1781**

**1016 Inverness Road and 3316, 3334, and 3350 Quadra Street**

*(herein called "the lands")*

3. This Development Permit further regulates the development of the lands as follows:
  - (a) By varying the provisions of the Zoning Bylaw 2003, Section 7.3 to permit 128 parking spaces (138 spaces required).
  - (b) By varying the provisions of the Zoning Bylaw 2003, Section 7.4 (a) to permit 22 visitor parking spaces (28 spaces required).
  - (c) By varying the provisions of the Zoning Bylaw 2003, Section 625.5 (c) to permit a building separation from the center of other windows, walls and outside corners of buildings of 8.54 m (12.0 m required).
  - (d) By varying the provisions of the Zoning Bylaw 2003, Section 625.6 (a) (i) to permit a front yard setback of 6.0 m for Building 'C' (minimum 7.5 m required).
  - (e) By varying the provisions of the Zoning Bylaw 2003, Section 625.6 (b) to permit a building height of 14.48 m for Building 'A', 18.1 m for Building 'B', and 15.2 m for Building 'C' (maximum 11.5 m required).
  - (f) By varying the provisions of the Zoning Bylaw 2003, Section 625.6 (c) to permit seven levels of habitable space, of which six are designed for human habitation for Building 'B', and six levels of habitable space, of which five are designed for human habitation for Buildings 'A' and 'C' (maximum five levels, of which four habitable, required).

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017

- (g) By varying the provisions of the Zoning Bylaw 2003, Section 625.7 (a) (i) to permit a setback for an accessory structure from a lot line abutting a street of 0.37 m (minimum 7.5 m required).
- (h) By varying the provisions of the Zoning Bylaw 2003, Section 625.7 (b) to permit a height for an accessory structure of 4.57 m (maximum 3.75 m required).
- (i) By supplementing the provisions of the Zoning Bylaw 2003, to require the buildings and lands to be constructed and developed in accordance with the plans prepared by Misra Architect Ltd. received on October 4, 2011 and Lombard North Group (BC) Inc., received on October 5, 2011, copies of which are attached to and form part of this permit.
4. The Owner shall substantially start the development within 24 months from the date of issuance of the Permit, in default of which the Municipality may at its option upon 10 days prior written notice to the Owner terminate this Permit and the Permit shall be null and void and of no further force or effect.
5. Notwithstanding Clause 4, construction of driveways and parking areas, and delineation of parking spaces shall be completed prior to the issuance of an Occupancy Permit.
6. (a) Prior to issuance of a Building Permit, the Owner shall provide to the Municipality security by cash, certified cheque, or an irrevocable letter of credit in the amount of \$153,475.00 to guarantee the performance of the requirements of this Permit respecting landscaping.
- (b) A Landscape Architect registered with the British Columbia Society of Landscape Architects must be retained for the duration of the project until the landscaping security has been released. Written letters of assurance must be provided at appropriate intervals declaring the registered Landscape Architect, assuring that the landscape work is done in accordance with the approved landscape plan, and indicating a final site inspection confirming substantial compliance with the approved landscape plan (BCSLA Schedules L-1, L-2 and L-3).
- (c) All landscaping must be served by an automatic underground irrigation system.
- (d) The owner must obtain from the contractor a minimum one-year warranty on landscaping works, and the warranty must be transferable to subsequent owners of the property within the warranty period. The warranty must include provision for a further one-year warranty on materials planted to replace failed plant materials.
- (e) Security for the natural state/tree covenant area is included in the landscaping security in 6(a). The covenant document and its terms and conditions have ultimate precedence over any terms outlined in the development permit.
- (f) Any protective fencing of trees or covenant areas must be constructed, installed and signed according to the specifications in Appendix X.
- (g) No site activity shall take place prior to the installation of any required tree of covenant fencing and the posting of "WARNING - Habitat Protection Area" signs. The applicant must submit to the Planning Department a photograph(s) showing the

Installed fencing and signs. Damage to, or moving of, any protective fencing will result in an immediate stop work order and constitute a \$1,000 penalty.

- (h) The landscaping requirements of this Permit shall be completed within four months of the date of issuance of the Certificate of Occupancy for the development, in default of which the Municipality may enter upon the lands, through its employees or agents, and complete, correct or repair the landscaping works at the cost of the Owner and may apply the security, interest at the rate payable by the Municipality for prepaid taxes.
- (j) In the event that any tree identified for retention is destroyed, removed or fatally injured, a replacement tree shall be planted in the same location by the Owner in accordance with the replacement guidelines as specified within the Saanich Tree and Vegetation Retention, Relocation and Replacement Guidelines. The replacement tree shall be planted within 30 days of notice from the Municipality in default of which the Municipality may enter upon the lands and carry out the works and may apply the security provided herein in payment of the cost of the works. For the purpose of this section, existing trees identified for retention and new trees planted in accordance with the landscape plan attached to and forming part of this permit shall be deemed to be "trees to be retained".
7. The lands shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and shall comply with all Municipal bylaws except for those provisions specifically varied herein. Minor variations which do not affect the overall building and landscape design and appearance may be permitted by the Director of Planning or in her absence, the Manager of Community Planning.
8. Notwithstanding the provisions of Section 7 of this Permit the following changes will be permitted and not require an amendment to this Permit:
- (a) When the height or siting of a building or structure is varied 20 cm or less provided, however, that this variance will not exceed the maximum height or siting requirements of the Zoning Bylaw.
- (b) Changes to the relative location and size of doors and windows on any façade which do not alter the general character of the design or impact the privacy of neighbouring properties following consultation with the Director of Planning, or Manager of Community Planning in her absence.
- (c) Where items noted under Section 8(b) are required to comply with the Building Code and/or the Fire Code and those changes are not perceptible from a road or adjacent property.
- (d) Changes to soft landscaping provided the changes meet or exceed the standards contained on the landscape plans forming part of this Permit.
9. The terms and conditions contained in this Permit shall enure to the benefit of and be binding upon the Owner, their executors, heirs and administrators, successors and assigns as the case may be or their successors in title to the land.

10. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION PASSED BY THE MUNICIPAL COUNCIL ON THE

22<sup>nd</sup> DAY OF April 20 13  
ISSUED THIS 23<sup>rd</sup> DAY OF April 20 13  
[Signature]  
Municipal Clerk

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

## APPENDIX X

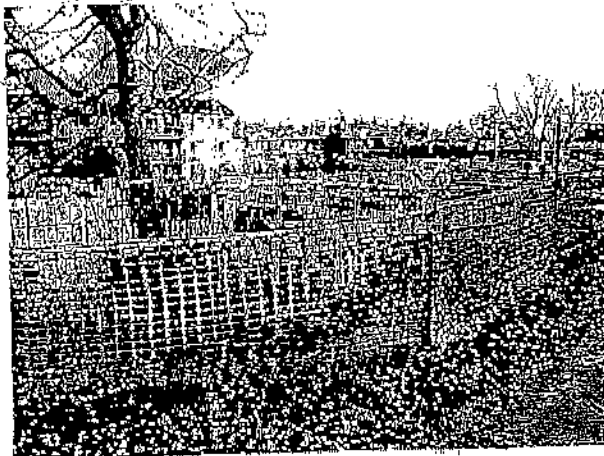
### PROTECTIVE FENCING FOR TREES AND COVENANT AREAS

Protective fencing around trees and covenant areas is an important requirement in eliminating or minimizing damage to habitat in a development site.

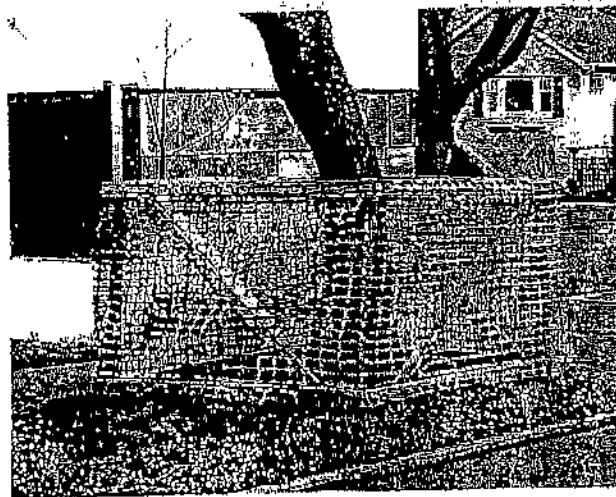
Prior to any activities taking place on a development site, the applicant must submit a photo showing installed fencing and "WARNING - Habitat Protection Area" signs to the Planning Department.

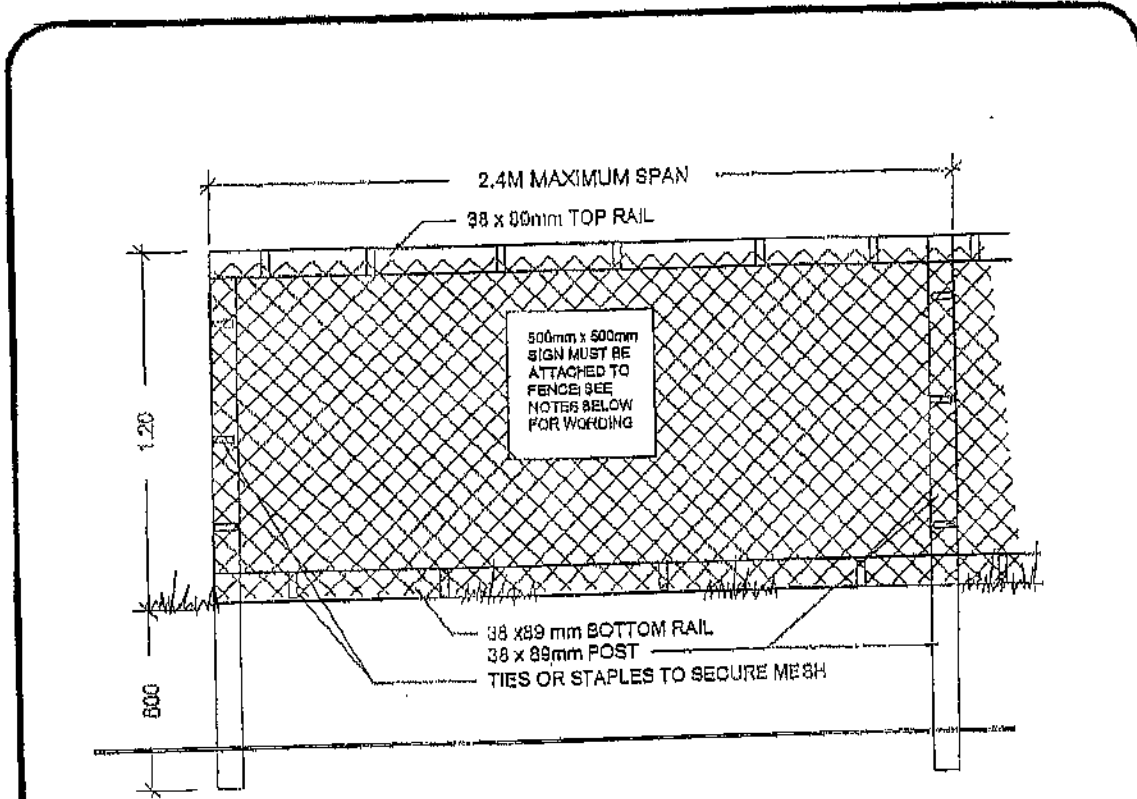
#### Specifications:

- Must be constructed using 2" by 4" wood framing and supports, or modular metal fencing
- Robust and solidly staked in the ground
- Snow fencing to be affixed to the frame using zip-ties or galvanized staples
- Must have a "WARNING - HABITAT PROTECTION AREA" sign affixed on every fence face or at least every 10 linear metres



Note: Damage to, or moving of, protective fencing will result in a stop work order and a \$1,000 penalty.





**TREE PROTECTION FENCING**

**NOTES:**

1. FENCE WILL BE CONSTRUCTED USING 38 X 89 mm (2"X4") WOOD FRAME: TOP, BOTTOM AND POSTS. \*  
USE ORANGE SNOW-FENCING MESH AND SECURE TO THE WOOD FRAME WITH "ZIP" TIES OR GALVANIZED STAPLES.
  2. ATTACH A 500mm x 500mm SIGN WITH THE FOLLOWING WORDING:  
**WARNING-HABITAT PROTECTION AREA.** THIS SIGN MUST BE AFFIXED ON EVERY FENCE FACE OR AT LEAST EVERY 10 LINEAR METRES.
- \* IN ROCKY AREAS, METAL POSTS (T-BAR OR REBAR) DRILLED INTO ROCK WILL BE ACCEPTED



DETAIL NAME:

**TREE PROTECTION FENCING**

DATE:	March/00
DRAWN:	GM
APP'D:	RR
SCALE:	N.T.A.

**COMMERCIAL PERMIT  
THE DISTRICT OF SAANICH  
INSPECTION SERVICES DIVISION**

**EXHIBIT "N-2"**

770 Vernon Avenue, Victoria, B.C. V8X 2W7, 250-475-5457, Fax 250-475-5418

Permit #: **BLC04529**  
 Issued Date: **Jun 26, 2015**  
 Expiry Date: **Jun 26, 2017**

Permit Type: **COMMERCIAL PERMIT - FOUNDATION**  
 Description: **COMPLEX BUILDING - FOUNDATION FOR THREE NEW CONDOMINIUM BUILDINGS WITH UNDERGROUND PARKADE**

Address: **1016 INVERNESS RD** Zone: **RM-6**  
 Legal: **LT 10 SEC 63 VICTORIA PL 1781** P.I.D. **006-894-267**  
 ISD File: **8482**  
 Plate #:

Address: **3316 QUADRA ST** Zone: **RM-6**  
 Legal: **LT 4 SEC 63 VICTORIA PL 1781** P.I.D. **000-027-010**  
 ISD File: **8482**  
 Plate #:

Address: **3334 QUADRA ST** Zone: **RM-6**  
 Legal: **LT 3 SEC 63 VICTORIA PL 1781** P.I.D. **003-002-519**  
 ISD File: **8482**  
 Plate #:

Address: **3350 QUADRA ST** Zone: **RM-6**  
 Legal: **LT 2 SEC 63 VICTORIA PL 1781** P.I.D. **000-024-023**  
 ISD File: **8482**  
 Plate #:

Owner: **0728581 BC LTD** Phone: **250-532-3585**  
 Address: **1658 HILVIEW RD VICTORIA BC V8N 2N5**

Architect: **MISRA ARCHITECT LTD** Phone: **250-477-2034**  
 Address: **2335 ARBUTUS RD VICTORIA BC V8N 1V6**

Description	Quantity	Amount	Description	Quantity	Amount
Appl Fee Deduct	1.00	-100.00	Bld Pmt App Fee	1.00	100.00
Bldg Pmt Fee	2,000,000.00	21,537.00	Pro Fee Rec	2,000,000.00	-500.00
Dep New Con	1.00	1,000.00			
<b>Total:</b>					<b>\$22,037.00</b>

**Permit Information:**

B.C. Building Code: **2006** New Floor Area: **m2**  
 VALUATION: **2,000,000**

Inspections Phone: 250-476-5458 (Voicemail 24 hours)

Call for the following inspections, as may be required, at least 24 hours in advance

Inspections	Date Appr.	INSP.	Date Correction Issued
Final			
Fire Department Final			
Height Certificate Approved			
Survey Certificate Approved			

**Special Conditions:**

- GENERAL - THE BUILDING MUST BE BUILT STRICTLY ACCORDING TO THE APPROVED BUILDING PERMIT AND DEVELOPMENT PERMIT DRAWINGS. ALL PROPOSED BUILDING OR DESIGN CHANGES MUST BE APPROVED IN WRITING PRIOR TO PROCEEDING.
- GENERAL - FINAL INSPECTIONS AND OCCUPANCY PERMIT REQUIRED PRIOR TO OCCUPANCY.



Initials



**COMMERCIAL PERMIT**  
**THE DISTRICT OF SAANICH**  
770 Vernon Avenue, Victoria, B.C. V8X 2W7, 250-476-5457, Fax 250-475-5418  
**INSPECTION SERVICES DIVISION**

Permit #: **BLC04629**  
Issued Date: **Jun 20, 2016**  
Expiry Date: **Jun 20, 2017**

- \* **GENERAL - ALL CONSTRUCTION MUST COMPLY TO THE CURRENT B.C. BUILDING CODE AND MUNICIPAL BY-LAWS.**
  - \* **COMMERCIAL - B.C. REGISTERED LAND SURVEYOR CERTIFICATE REQUIRED CERTIFYING THE LOCATION AND DIMENSION OF; BUILDING FOUNDATIONS FROM THE BOUNDARIES WITH ALL FOUNDATIONS SEGMENTS, ALL STRUCTURAL ELEMENTS OUTSIDE MAIN FOUNDATION, ALL NATURAL BOUNDARIES, EASEMENTS, RIGHTS-OF-WAY AND COVENANT AREAS, AND PROPOSED BUILDING CANTILEVERS AND OVERHANGS INCLUDING DECKS. THIS MUST BE SUBMITTED WITHIN 14 DAYS OF PLACING ANY FOUNDATION. FRAMING INSPECTION WILL NOT BE CONDUCTED UNTIL THIS IS RECEIVED AND APPROVED BY SAANICH INSPECTION DIVISION.**
  - \* **COMMERCIAL - B.C. REGISTERED LAND SURVEYOR REQUIRED TO CERTIFY HEIGHT IN ACCORDANCE TO APPROVED DEVELOPMENT PERMIT. BC'S LETTER OF ASSURANCE FOR HEIGHT REQUIRED WITHIN 14 DAYS OF PLACING FOUNDATION. FRAME INSPECTION WILL NOT BE CONDUCTED UNTIL THIS IS REVIEWED AND ACCEPTED BY SAANICH INSPECTION DIVISION. THE SURVEYOR MUST ESTABLISH BENCHMARKS FOR HEIGHT PRIOR TO EXCAVATION.**
  - \* **COMMERCIAL - PURSUANT TO SECTION 290 OF THE LOCAL GOVERNMENT ACT, THE MUNICIPALITY IS RELYING ON THE CERTIFICATION PROVIDED IN THE LETTERS OF ASSURANCE BY THE REGISTERED PROFESSIONAL THAT THE PLANS SUBMITTED FOR THIS PERMIT COMPLY WITH THE BC BUILDING CODE AND/OR OTHER APPLICABLE SAFETY ENACTMENTS.**
- THE MUNICIPALITY IS RELYING ON FIELD REVIEWS UNDERTAKEN BY THE REGISTERED PROFESSIONAL AND THE LETTERS OF ASSURANCE SUBMITTED, PURSUANT TO THE SAANICH BUILDING AND PLUMBING BYLAW AS ASSURANCE THAT THE CONSTRUCTION SUBSTANTIALLY COMPLIES WITH THE BUILDING CODE, THE MUNICIPAL BYLAWS AND OTHER APPLICABLE ENACTMENTS RESPECTING SAFETY.
- PURSUANT TO THE BC BUILDING CODE, A REGISTERED PROFESSIONAL OR COORDINATING REGISTERED PROFESSIONAL WHO IS RESPONSIBLE FOR A FIELD REVIEW SHALL KEEP A RECORD OF THE FIELD REVIEW AND OF ANY CORRECTIVE ACTION TAKEN AS A RESULT OF THE FIELD REVIEW AND SHALL MAKE THE RECORD AVAILABLE TO THE MANAGER OF INSPECTION SERVICES UPON REQUEST.
- \* **FIRE - THE CIVIC ADDRESS AND UNIT NUMBER IS TO BE PERMANENTLY ATTACHED TO THE BUILDING, ADJACENT TO THE MAIN ENTRANCE, AND VISIBLE FROM THE STREET.**
  - \* **FIRE - EXIT DOORS AND DOORS LEADING TO EXIT ARE TO OPEN OUTWARD IN THE DIRECTION OF TRAVEL.**
  - \* **FIRE - PORTABLE ABC DRY CHEMICAL FIRE EXTINGUISHERS ARE REQUIRED THROUGHOUT - MINIMUM RATING 2A. CONFIRM TYPE AND PLACEMENT IN CONSULTATION WITH A FIRE PREVENTION INSPECTOR.**
  - \* **FIRE - FIRE DEPARTMENT CONNECTION FOR STANDPIPE SYSTEMS AND FOR SPRINKLER SYSTEM SHALL BE LOCATED SO THAT THE DISTANCE FROM THE CONNECTIONS TO THE FIRE HYDRANT DOES NOT EXCEED 45 METERS AND IS IN A FREE STANDING MONUMENT, UNOBSTRUCTED AND LOCATED OUTSIDE OF THE COLLAPSE ZONE. PERMANENT SIGNAGE INDICATING MAX OPERATING PRESSURE AND AREAS SERVED IS REQUIRED TO BE AFFIXED TO MONUMENT.**
  - \* **FIRE - FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION IS TO BE MAINTAINED IN CONFORMANCE WITH PART 8 OF THE BC BUILDING CODE.**
  - \* **FIRE - A FIRE SAFETY PLAN FOR THE BUILDING IS TO BE PREPARED IN ACCORDANCE WITH THE BC FIRE CODE. TWO DRAFT PLANS ARE TO BE PRESENTED TO THE FIRE PREVENTION DIVISION FOR REVIEW AND COMMENT.**
  - \* **FIRE - FIRE SEPARATION IS TO BE ESTABLISHED BETWEEN ADJOINING OCCUPANCIES TO THE SATISFACTION OF THE REQUIREMENTS OF THE BC BUILDING CODE.**
  - \* **FIRE - THE DESIGN, CONSTRUCTION, INSTALLATION AND TESTING OF THE STANDPIPE SYSTEM AND HOSE SYSTEMS SHALL BE IN CONFORMANCE WITH THE STANDARD OF NFPA 14, "INSTALLATION OF STANDPIPE AND HOSE SYSTEMS".**
  - \* **FIRE - ABOVE GROUND PARKING SLAB SHALL BE DESIGNED TO SUPPORT IMPOSED LOADS OF FIREFIGHTING APPARATUS AND EQUIPMENT**



Initials

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

**COMMERCIAL PERMIT  
THE DISTRICT OF SAANICH**  
770 Vernon Avenue, Victoria, B.C. V8X 2W7, 250-476-6467, Fax 250-476-6418  
**INSPECTION SERVICES DIVISION**

Permit #: **BLC04629**  
Issued Date: **Jun 26, 2016**  
Expiry Date: **Jun 26, 2017**

- \* FIRE - STANDPIPE SYSTEM SHALL BE PROGRESSIVELY INSTALLED DURING CONSTRUCTION AS PER 2012 BC BUILDING AND FIRE CODE, AS PER LETTER FROM OWNER JIM MCLAREN MAY 21, 2016
- \* FIRE - ALL BUILDINGS SHALL BE EQUIPPED WITH BI DIRECTIONAL AMPLIFICATION IN SUPPORT OF THE "CREST" RADIO SYSTEM NETWORK. SYSTEM DESIGN AND INSTALLATION SHALL BE APPROVED BY CREST OPERATIONS MANAGER AND SAANICH FIRE DEPARTMENT.
- \* COMMERCIAL - A SEPARATE PLUMBING PERMIT WILL BE REQUIRED FOR ANY PLUMBING WORK.
- \* COMMERCIAL - ALL RELEVANT PRECAUTIONS IN PART 8 OF BC BUILDING CODE "SAFETY MEASURES AT CONSTRUCTION AND DEMOLITION SITES", SHALL BE PROVIDED BY THE CONTRACTOR.
- \* COMMERCIAL - UPON COMPLETION OF THIS PROJECT BUT PRIOR TO REQUESTING AN OCCUPANCY PERMIT, FINAL SUBMISSION DOCUMENTS, INCLUDING LETTERS OF ASSURANCE, SCHEDULES C-A AND C-B, ARE TO BE COLLECTED BY THE COORDINATING REGISTERED PROFESSIONAL AND SUBMITTED TO SAANICH INSPECTION SERVICES IN A COMPLETE PACKAGE.
- \* GENERAL - DEVELOPMENT PLAN APPROVAL GRANTED (IN ACCORDANCE WITH DPR00452) FOR FOUNDATION PERMIT FOR "THE SHIRE" CONDOMINIUMS.
- \* IT IS THE OWNER'S RESPONSIBILITY TO DESIGN GREASE TRAPS AND OIL INTERCEPTORS ACCORDING TO CRD GUIDELINES. CRD WASTE DISCHARGE ASSESSMENT FORM REQUIRED TO BE SUBMITTED TO THE CAPITAL REGIONAL DISTRICT.
- \* ALL PLUMBING AND FIRE SUPPRESSION WORKS TO BE INSTALLED AS PER 2006 BRITISH COLUMBIA BUILDING AND PLUMBING CODE.
- \* PLEASE NOTE THAT A SEPARATE SITE SERVICE PERMIT WILL BE REQUIRED TO BE OBTAINED PRIOR TO UNDERTAKING ANY WORK.

This Permit is issued to further Municipal interests and is not for the benefit of present or future owners or occupants of the building. The owner agrees to save harmless the Municipality and its employees from any claim or action arising out of the construction of the building, development of the site, inspection of the building plans, site or building, including one based on negligence of the Municipality or its employees. I have read, understood and agreed to the conditions.

Owner or Owner's Agent Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**This Permit and Associated Plans Must Be Posted On Site**

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.



BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE

PREPARED BY: Century 21 Queenswood Realty Ltd. DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: 250 477-1100  
 PER: Chuck Meagher MLS® NO: \_\_\_\_\_

SELLER: <u>0728381 B.C. Ltd.</u>	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: _____	ADDRESS: _____
PC: _____	PC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

#### PROPERTY:

UNIT NO. \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_  
 CITY/TOWN/MUNICIPALITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
 PID \_\_\_\_\_ OTHER PID(S) \_\_\_\_\_  
Proposed Strata Lot of Lot A, Section 63, Victoria District, Plan EP23021  
 LEGAL DESCRIPTION \_\_\_\_\_

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

- PURCHASE PRICE:** The purchase price of the Property will be \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (Purchase Price)
- DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid on the following terms:

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

--	--	--	--

INITIALS

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

PROPERTY ADDRESS \_\_\_\_\_

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

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

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

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

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

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

**BUT EXCLUDING:** \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
INITIALS

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Updated Nov-16-2017-Verified-Nov-16-2017

PROPERTY ADDRESS

- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other Items Included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included Items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
  - A. for all purposes consistent with the transaction contemplated herein;
  - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
  - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

--	--	--	--

INITIALS

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded - Nov-16-2017 - Verified: Nov-16-2017

PROPERTY ADDRESS

20. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with \_\_\_\_\_ who is licensed in relation to \_\_\_\_\_  
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with \_\_\_\_\_  
Chuck Meagher who is licensed in relation to Century 21 Queenswood Realty Ltd.  
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with \_\_\_\_\_  
DESIGNATED AGENT/LICENSEE  
who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

having signed a Limited Dual Agency Agreement dated \_\_\_\_\_  
If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

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

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

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

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

X \_\_\_\_\_ BUYER PRINT NAME  
WITNESS  
X \_\_\_\_\_ BUYER PRINT NAME  
WITNESS

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

Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

X \_\_\_\_\_ SELLER PRINT NAME  
WITNESS 0728581 B.C. Ltd.  
X \_\_\_\_\_ SELLER PRINT NAME  
WITNESS

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017. Verified: Nov-16, 2017.

## CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(8):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

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

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

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

**Costs to be Borne by the Seller**

Lawyer or Notary Fees and Expenses:  
 - attending to execution documents.  
 Costs of clearing title, including:  
 - discharge fees charged by encumbrance holders,  
 - prepayment penalties.  
 Real Estate Commission.  
 Harmonized Sales Tax.

**Costs to be Borne by the Buyer**

Lawyer or Notary Fees and Expenses:  
 - appraisal (if applicable)  
 - Land Title Registration fees,  
 Fire Insurance Premium,  
 Sales Tax (if applicable),  
 Property Transfer Tax,  
 Harmonized Sales Tax.

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

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:

- a house or other building under construction
- a lease
- a business
- an assignment
- other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.



VICTORIA REAL ESTATE BOARD  
MULTIPLE LISTING SERVICES



BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS# NO.:

DATE:

PAGE \_\_\_ of \_\_\_ PAGES

RE: ADDRESS .....

LEGAL DESCRIPTION: .....

PID ..... OTHER PID(S) .....

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED .....  
 MADE BETWEEN ..... AS BUYER, AND  
 ..... AS SELLER AND COVERING  
 THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

**Notice to Purchaser:**

If (a) both ownership and possession of newly constructed or substantially renovated housing, or an interest in such housing, transfer on or after April 1, 2013 and  
 (b) either ownership or possession of the housing or interest transfers before April 1, 2015,

Then,

\*\* the 7% provincial part of the HST and the B.C. HST new housing rebate for primary places of residence generally will not apply,

\*\*the 2% B.C. transition tax may be payable by the purchaser, and

\*\*the supplier may be eligible for a B.C. transition rebate in respect of the housing.

For more information, refer to <http://www.cra-arc.gc.ca/E/pub/gi/notice276/README.html>.

- The supplier (the Seller) is not a "foreign supplier", as defined in the New Housing Transition Tax and Rebate Act (British Columbia)
- The purchase price for the Buyer's purchase of the Property is \$ \_\_\_\_\_ (the "Purchase Price")
- The Purchase Price of the Property includes GST in the amount of \$ \_\_\_\_\_
- The balance of the Purchase Price net of the GST (the "Consideration") is \$ \_\_\_\_\_
- The Government of Canada GST/HST New Housing Rebate has been taken into account in determining the Purchase Price and the Buyer will assign its right to such rebate in the amount of \$ \_\_\_\_\_ to the Seller on or before the Completion Date. If the buyer does not qualify for the rebate of \$ \_\_\_\_\_ that amount is payable by the Buyer in addition to the Purchase Price.
- The Purchase Price does not include the following amounts, if applicable: (a) the B.C. transition tax (only applicable if the property is 10% or more completed as of April 1, 2013, and both ownership and possession of the Property transfer on or after April 1, 2013 and either ownership or possession of the Property transfers before April 1, 2015; and (b) the B.C. transition rebate (only applicable if the B.C. transition tax applies to the Property).

<u>  X  </u>	_____	<u>  SERL  </u>	_____
WITNESS	BUYER	<u>  SERL  </u>	PRINT NAME
<u>  X  </u>	_____	<u>  SERL  </u>	_____
WITNESS	BUYER	<u>  SERL  </u>	PRINT NAME
<u>  X  </u>	_____	<u>  SERL  </u>	_____
WITNESS	SELLER	<u>  SERL  </u>	PRINT NAME
<u>  X  </u>	_____	<u>  SERL  </u>	_____
WITNESS	SELLER	<u>  SERL  </u>	PRINT NAME

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

Uploaded: Nov-16-2017-Verified: Nov-16-2017

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.



ADDENDUM 1

ATTACHED TO AND FORMING PART OF A CONTRACT OF PURCHASE AND SALE dated the \_\_\_ day of \_\_\_\_\_, 20\_\_.

TO PURCHASE THE PROPERTY KNOWN AS: Unit - \_\_\_\_\_ Inverness Road  
Saanich, B.C.

LEGAL DESCRIPTION: \_\_\_\_\_ Proposed Strata Lot \_\_\_\_\_ of Lot A, Section 63, Victoria  
District, Plan EP23021 - new legal to follow

BETWEEN: \_\_\_\_\_ 0728581 B.C. Ltd \_\_\_\_\_ as Seller  
and \_\_\_\_\_ as Buyer.

STRATA LOT: \_\_\_\_\_  
PARKING STALL: \_\_\_\_\_ TBA  
STORAGE LOCKER: \_\_\_\_\_ TBA  
MONTHLY STRATA FEE: \_\_\_\_\_

THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. Completion Date. The Seller shall give the Buyer a written notice (the "Closing Notice") of the completion date for the purchase and sale of the Property, which date shall be a date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the Land Title Office. The Property will be considered to be capable of being occupied if the Municipality of Saanich (the "City") has given permission for the Property to be occupied, whether such permission is temporary or final or permits the occupation of any other part of the Development. The completion date of the purchase and sale of the Property shall take place on the day (the "Completion Date") that is specified in the Closing Notice (which will be a day that is at least eight (8) business days (a "business day" being every day except Saturdays, Sundays and statutory holidays in Victoria, BC) after the Closing Notice is given to the Buyer), provided that, if on such specified date the Property is not capable of being occupied or a transfer of the Property cannot be registered in the Land Title Office, then the Completion Date shall be extended to the earliest date after the date specified in the Closing Notice that is a day on which the Property is capable of being occupied and a transfer of the Property to the Buyer can be registered in the Land Title Office. Without limiting the specific provisions regarding the Completion Date set out above and the other terms of this Agreement, it is presently anticipated that the Completion Date will be on or about March 31, 2018.

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16, 2017, Verified: Nov-16, 2017

If by March 31, 2019 (or such later date which results from the application of Section 2 below, then by such later date) the Completion Date has not occurred, the Buyer may, by written notice to the Seller, cancel this Agreement, whereupon the Buyer shall be entitled to repayment of the Deposit and neither party shall have any claim against the other party under or in respect of this Agreement.

2. Delay. If the Seller is delayed in completing the Property or the sale thereof or performing any obligation herein as a result of earthquake, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining or unavailability of labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, breakage or other casualty, climatic conditions, interference of the Buyer or any other event beyond the control of the Seller, then the time within which the Seller must do anything hereunder, and the dates referred to in Section 1 above, will be extended for a period equivalent to the period of such delay.

3. Possession and Adjustments. The Buyer will have vacant possession of the Property on the day following the Completion Date after payment of the adjusted Purchase Price, free from all encumbrances except those contemplated in the Disclosure Statement of the Development (the "Disclosure Statement"), as amended from time to time, encumbrances pursuant to the original Crown Grant or any applicable statute and financial encumbrances to be discharged as provided otherwise in this agreement. The Buyer will assume all taxes, rates, assessments, fuel, utilities and other charges from and including the Completion Date and all adjustments, both incoming and outgoing of whatsoever nature in respect of the Property, will be made as of the Completion Date and the balance of the Purchase Price due on completion will be adjusted accordingly.

4. Occupancy. The Property will be deemed to be ready to be occupied on the Completion Date if the municipal authorities have given oral or written permission to occupy the Property whether such permission is conditional or unconditional.

5. Documents. The Buyer's solicitors will prepare and deliver the required Transfer and Statement of Adjustments at the Buyer's cost to the Seller's solicitors at least five days prior to the Completion Date. The Seller will execute and deliver the Statement of Adjustments and the Transfer to the Buyer's solicitors on the undertaking of the Buyer's solicitors to deliver a duly completed and executed GST/HST New Housing Rebate Application and such assignment and declaration of entitlement thereto as the Seller's solicitors deem necessary and to pay to the Seller's solicitors the balance of the adjusted Purchase Price on the Completion Date forthwith upon receipt of a satisfactory post-registration index search in accordance with this Contract or return such documents unregistered.

6. Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Buyer in respect of potential builders' lien claims (the "Lien Holdback") will be paid to the Seller's solicitors on the Completion Date. The Lien Holdback will be held by the Seller's solicitors in trust pursuant to the Strata Property Act and the Builders Lien Act with interest for the benefit of the Seller, solely in respect of builder's lien claims registered in the Land Title Office in connection with work done at the behest of the Seller. The Seller's solicitors are authorized to pay to the Seller on expiry of the holdback period, the Lien Holdback plus interest earned less the amount representing builders' lien claims filed against the Property of which the Buyer or the Buyer's solicitors notify the Seller's solicitors in writing by 1:00 p.m. that day. The Buyer hereby authorizes the Seller and Seller's solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.

7. Construction. The Buyer acknowledges that the Buyer is buying the Property shown on the strata plans attached to the Disclosure Statement. The Property will be constructed substantially in accordance with the plans approved for building permit by the municipal authority (the "Municipality") together with any changes approved by the Municipality from time to time. If requested by the Buyer, the Buyer will be entitled to inspect the Property with a representative of the Seller at a reasonable time prior to the Completion Date, as determined by the Seller. At such time the parties will prepare and sign a conclusive list of any defects and deficiencies and will determine the date following the Completion Date by which corrections are to occur. The Seller will promptly repair or remedy any such defects and deficiencies by the stated date for completion thereof in such list and the Buyer will not be entitled to holdback any portion of the Purchase Price in respect of such defects or deficiencies. In the event of any dispute, a decision by the architect for the Development will be final and binding on the parties. In all other respects the Buyer will be deemed to have accepted the physical condition of the Property.

8. Costs/GST/HST. The Buyer will pay all taxes, costs and expenses in connection with the completion of the sale and purchase of the Property other than the costs of the Seller incurred in clearing title to the Property of financial encumbrances. The Purchase Price includes GST/HST payable on the Purchase Price of the Property provided the Buyer qualifies for the maximum New Housing Rebate which the Buyer shall assign at

closing to the Seller. In the event that the Buyer does not qualify for the said maximum Rebate, or if the Rebate is not assignable, or if the amount of the Rebate is less than the maximum Rebate due to price ceilings for rebates, the Buyer shall pay an additional sum on closing to the Seller equal to the difference between the amount of the maximum New Housing Rebate and the amount actually assigned by the Buyer to the Seller on closing.

**The Buyer represents and warrants that he/she qualifies for:**

**GST/HST NEW HOUSING REBATE for Owner-Occupier: \_\_\_\_\_**

9. **Risk and Time.** The Property will be at the Seller's risk until 12:01 a.m. on the Completion Date and thereafter at the Buyer's risk. Time will be of the essence of this Contract and will remain of the essence notwithstanding the extension of any of the dates herein.

10. **Entire Agreement Interpretation.** This Contract is the entire agreement between the parties and there are no other representations, warranties, conditions or collateral agreements, whether made by the Seller, any agent, employee or any other person. The Seller hereby declares it is a resident of Canada for the purposes of the Income Tax Act (Canada), affirms the construction warranty contained in the Disclosure Statement and represents and warrants that the Property does not contain urea formaldehyde foam insulation. The representations and warranties contained herein will survive completion and conveyance of the Property to the Buyer. This Contract will be governed by and construed in accordance with laws of British Columbia. If the Buyer is comprised of more than one person, the covenants and obligations of all parties comprising the Buyer are joint and several.

11. **Receipt of Disclosure Statement.** The Buyer acknowledges that the Buyer has received a copy of and has been given an opportunity to read the Disclosure Statement and any amendments to date and that the Contract constitutes a receipt in respect thereof.

12. The Seller may terminate this Contract upon electing not to proceed with the construction of the Development described in the Disclosure Statement in which case the Seller shall release the Deposit to the Buyer with any accrued interest thereon. The return of the Deposit pursuant to this Section shall constitute the Buyer's sole remedy at law and in equity relating to such election not to proceed.

13. If the Seller fails to complete the sale of the Property contemplated for any reason other than a default by the Buyer, then the Buyer shall be entitled to the return of the Deposit, and any interest thereon, and shall not have any further right or remedy

14. It is agreed that with any reference to a party, in such reference the singular includes the plural and the masculine includes the feminine.

15. All Deposits are to be held in trust by the Seller's lawyer, Peter Nikolich Law Corporation, in a non-interest bearing trust account.

16. The Buyer acknowledges that the monthly strata fee is currently expected to be \$\_\_\_\_\_.

17. The buyer is aware that the legal description and/or civic address of this property may change when the strata plan is completed and submitted to the Land Title Office.

18. The payment of the Purchase Price must be delivered to the Seller's solicitor by 12:00 noon on the Completion Date. If not so delivered, and without prejudice to the Seller's other remedies, the Buyer agrees to pay interest on the Purchase Price at the rate of twelve (12%) per cent per annum compounded daily from and including the date fixed for Completion of the purchase to and including the date payment is received.

19. All extras shall be approved in writing, signed by both parties and paid on the earlier of the Completion Date or 30 days after invoicing.

20. In the event of an inconsistency between the provisions of this Addendum and the Contract, the provisions of this Addendum shall be binding and the Inconsistent provisions in the Contract shall be of no effect.

All other terms and conditions contained in the said contract of purchase and sale remain the same and in full force and effect.

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
0728581 B.C. Ltd

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUYER

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Uploaded: Nov-16-2017 16:16:16 Verified: Nov-16-2017 16:16:16

ADDENDUM 2

Pre-sale and assignment understandings:

No properties under contract can be offered for sale or offered for assignment prior to the entire project being 50% unconditionally sold, without the expressed written consent of the Developer. There will be no additional assignment fees payable to the Developer.

Prior to the occupancy permit and final completion of all buildings, no properties under purchase contract can be offered for sale or assignment, or listed exclusively or on MLS other than through the Developers Marketing Team.

No for sale signs other than that of the Developer can be placed on properties for sale until the Developer is 100% sold in all buildings, or no sooner than 14 months after the final occupancy permit for the Final Building known as Building C, whichever comes 1<sup>st</sup>.

Signed by the Buyer \_\_\_\_\_ at Victoria B.C. on \_\_\_\_\_ 20 \_\_\_\_\_

Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed by the Seller 0728581 B.C. Ltd \_\_\_\_\_  
At Victoria B.C. on \_\_\_\_\_ 20 \_\_\_\_\_

Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

**DATED:** April 22, 2016

**SL SHIRE LANDING LTD., as the General Partner for  
SHIRE URBAN LIVING LIMITED PARTNERSHIP,  
and 0728581 B.C. LTD., as Bare Trustee**

**(together referred to as the "Developer")**

**Ninety (90) Strata Unit  
Residential Condominium Development  
at the intersection of Quadra Street and Inverness Avenue  
Saanich, B.C.**

---

**DISCLOSURE STATEMENT**

---

**PETER NIKOLICH LAW CORPORATION  
BARRISTER & SOLICITOR  
#202-1006 FORT STREET  
VICTORIA, B.C.  
V8V 3K4  
(250) 388-6600**