

DISCLOSURE STATEMENT OF  
CLAYOQUOT CONSTRUCTION LTD.

# RAINCOAST COMMONS

6 AUGUST 2021

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Developer: **CLAYOQUOT CONSTRUCTION LTD.**

Address For Service: **CLAYOQUOT CONSTRUCTION LTD.**  
1566 Peninsula Road, P.O. Box 909  
Ucluelet, British Columbia V0R 3A0

Business Address: **CLAYOQUOT CONSTRUCTION LTD.**  
1566 Peninsula Road, P.O. Box 909  
Ucluelet, British Columbia V0R 3A0

Development: **Phases 2 and 3 of a 20-unit strata development, built in four phases, at St. Jacques Boulevard, Ucluelet, British Columbia.**

Developer's Brokerage: **Re/MAX Mid-Island Realty**  
**109 – 1917 Peninsula Road**  
Ucluelet, British Columbia V0R 3A0

## DISCLAIMER

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

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

## RIGHT OF RESCISSION

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

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

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

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

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**1. DEVELOPER**

**Name of Developer: CLAYOQUOT CONSTRUCTION LTD.** (the “Developer”)

- 1.1 The Developer is a company incorporated in the Province of British Columbia on the 31<sup>st</sup> day of May 2010, under incorporation number BC0882374.
- 1.2 The Developer is a general construction company, was incorporated not just for the purpose of developing the Strata Lots described in this Disclosure Statement, and has assets other than the Lands described in Section 4 below.
- 1.3 The Developer has a records and registered office at 1566 Peninsula Road, P.O. Box 909, Ucluelet, British Columbia V0R 3A0.
- 1.4 The Developer has a sole director, namely:

**Nicholas Albert Killins**

919 Black Bear Lane, P.O. Box 774

Tofino, British Columbia V0R 2Z0

Position: Director and President

- 1.5 (a) The Developer and its sole officer and director has been in the development industry for ten years and has, during that period, built and developed numerous dwellings. This Development is the Developer’s first multi-unit development.
- (b) Neither the Developer nor any principal holders of the Developer nor any director or officer of the Developer or principal holder, within ten (10) years before the date of the Developer’s declaration attached to the Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or a regulatory authority, relating to the sale, lease, promotion or management of real estate or securities or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) Neither the Developer nor any principal holder of the Developer, or any director or officer of the Developer or principal holder has within the five (5) years before the date of the Developer’s declaration attached to this Disclosure Statement, declared bankruptcy or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five (5) years prior to the date of the

Developer's declaration attached to Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity:

- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and describe any penalties or sanctions imposed, or
- (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

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

## 2. GENERAL DESCRIPTION OF THE DEVELOPMENT

### 2.1 Description.

The Development consists of twenty single family dwellings (each, a "**Strata Lot**"), constructed or to be constructed in four phases and stratified according to the provisions of the *Strata Property Act*, with surface parking, as described in Part 3 of this Disclosure (the "**Development**").

In Phase 1, part of the Development Lands (described in Part 4 of this Disclosure Statement) was subdivided by the Developer's predecessor to create five (5) Strata Lots ("**Phase 1**"). In Phase 2, the Developer will subdivide part of the Development Lands to create four (4) Strata Lots ("**Phase 2**"). Phase 2 will also include an amenity storage building. In Phase 3, the Developer will subdivide part of the Development Lands to create four (4) Strata Lots ("**Phase 3**"). In Phase 4, the Developer will subdivide part of the Development Lands to create seven (7) Strata Lots ("**Phase 4**").

The Phase 1 Strata Plan (the "**Phase 1 Plan**") and plans depicting the remainder Development are annexed at Exhibit 'A' to this Disclosure Statement. Dimensions and locations of the Strata Lots in Phase 2, Phase 3, and Phase 4 are preliminary and may

vary when the final strata plans for each phase is completed.

A copy of the Phase 1 Plan and the strata plans for Phase 2, Phase 3, and Phase 4 will be annexed at Exhibit 'B' by way of amendments to this Disclosure Statement following completion of construction but prior to completion of the sale of any Strata Lots.

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

The street address for the Development is 1782 St. Jacques Boulevard, Ucluelet, British Columbia. Unit numbers for Strata Lots in each of Phase 2, Phase 3, and Phase 4 will be assigned before completion of construction.

- 2.2 **Permitted Use.** The Lands are within the CD-3A subzone of the CD-3 (Comprehensive Development - Rainforest) Zone described at pages B-71 to B-78 of the District of Ucluelet Zoning Bylaw, No. 1160, as amended by Zoning Amendment Bylaw No. 1208. A copy of the current zoning applicable to the Development is annexed at Exhibit 'C'. The Strata Lots are restricted to the uses listed in paragraph CD-3A.1.3 of Zoning Bylaw, No. 1160, as amended by Zoning Amendment Bylaw No. 1208. Lots may not be used for a commercial or other purpose not expressly permitted or ancillary to a use described in paragraph CD-3A.1.3. Home occupations are permitted.

To the extent permitted in the CD-3A subzone of the CD-3 (Comprehensive Development) Zone, use of the lands in a manner other than what is intended by the Developer may be permissible. Prospective purchasers must make their own inquiries with the Planning Department at the District of Ucluelet ([www.ucluelet.ca](http://www.ucluelet.ca)), 200 Main Street, Ucluelet, British Columbia V0R 3A0 – telephone 250.726.7744; electronic mail [info@ucluelet.ca](mailto:info@ucluelet.ca).

- 2.3 **Building Construction.** Each Strata Lot will include a single-family residence, depicted in the drawings annexed at Exhibit 'A', and including wood frame on concrete foundation with metal roof.
- 2.4 **Phasing.** The Development is a phased strata development, involving the four phases, described in the Phased Strata Plan Declaration (Strata Property Act Form P) and proposed Phased Strata Plan Declaration Amendment annexed at Exhibit 'D'.

The District of Ucluelet has approved the original Form P for the Development and has also approved the proposed Phased Strata Plan Declaration Amendment.

**AT PRESENT, ONLY THE STRATA LOTS IN PHASE 2 AND PHASE 3 ARE BEING OFFERED FOR SALE IN ACCORDANCE WITH THIS DISCLOSURE STATEMENT. The Strata Lots in Phase 1 are fully sold, and the strata lots in Phase 4 will be offered for sale in accordance with a subsequent amendment to this Disclosure Statement.**

A strata corporation was created when the Phase 1 Strata Plan was filed. Upon the filing of a strata plan for the remaining phases, the Strata Lots and the common property in each phase will be consolidated with the strata corporation created by the filing of the strata plan for Phase 1 of the Development, in accordance with the provisions of the Strata Property Act.

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

Phase 1 – five (5) strata lots - COMPLETED

Phase 2 – four (4) strata lots

Phase 3 – four (4) strata lots

Phase 4 – seven (7) strata lots

The Developer has elected to proceed with Phase 2, Phase 3, and Phase 4.

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

**3.1 Unit Entitlement.** In accordance with section 246(3)(a)(ii) of the *Strata Property Act*, the unit entitlement for each Strata Lot will be a whole number that is the same for all Strata Lots, and used in calculations to determine a Strata Lot's share of:

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

The schedule of unit entitlement for Phase 1, and the proposed schedules of unit entitlement for Phase 2, Phase 3, and Phase 4 are annexed at Exhibit 'E'.

**3.2 Voting.** Each strata lot has one vote in the strata corporation.

**3.3 Common Property and Facilities.** The roof and exterior wall of each building in the Strata Plan will be common property. The common property may also include common buildings, terraces, balconies, gardens, access roads, driveways, pathways, ramps, stairs, decks, parking, storage lockers, bicycle storage, and electrical and mechanical rooms. The precise size and location of the common property will appear on the strata plans in each of Phase 1, Phase 2, Phase 3, and Phase 4. Other than what is described in this paragraph, there will be no common assets. Certain common property will be in subsequent phases. The amenity storage building, shown on the plans annexed at Exhibit 'A', will be constructed in Phase 2. The Developer will make adequate arrangements with the District of Ucluelet or will otherwise post security to cover the cost of constructing the same.



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

Strata Lot owners will be responsible for maintaining and repairing Limited Common Property which they use, except repair and maintenance that in the ordinary course of events occurs less often than once a year, which is the responsibility of the Strata Corporation, as well as the following no matter how often the repair or maintenance ordinarily occurs:

- (a) the structure and exterior of a building to the extent designated on the final strata plan;
- (b) stairs, balconies, porches, roof decks and other features attached to the exterior of a building
- (c) doors including, without limitation, the entrance doors to strata lots, windows or skylights including without limitation, casings, frames and sills of such doors, windows and skylights on the exterior of a building or that front on the Common Property;
- (d) fences, railings, trellises, deck partitions and similar structures that enclose patios, balconies, porches, roof decks and yards; and
- (e) common property parking, even if designated Limited Common Property.

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

The Developer intends to designate parking stalls and gardening areas as Limited Common Property for the use of the appurtenant Strata Lot. The Developer may also designate other areas as Limited Common Property.

The Developer reserves the right to alter any Limited Common Property designation before deposit of the final Strata Plan and may change any designation from Limited Common Property to Common Property.

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

- 3.5 **Bylaws.** The Bylaws for the Strata Corporation are the standard bylaws to the *Strata Property Act* annexed as Exhibit 'F' to this Disclosure Statement, as amended by the changes set out in *Strata Property Act* Form Y, a copy of which is annexed as Exhibit 'G' to this Disclosure Statement.

The Bylaws provide, among other things, that an owner, tenant occupant or visitor must not use a Strata Lot, the Common Property or common assets in a way that causes a nuisance or hazard to another person, causes unreasonable noise, unreasonably interferes with the rights of other persons to use, and enjoy the Common Property, common assets or another Strata Lot, is illegal, or is contrary to the purpose for which the Strata Lot or Common Property is intended. **Purchasers should review the Strata Bylaws for all use restrictions.**

There are no restrictions in the Bylaws with respect to the age of occupants, rentals, or the resale of Strata Lots.

The Bylaws do provide that an owner, tenant, or occupant must not keep any pets on or in a strata lot other than as follows:

- (a) a reasonable number of fish or other small aquarium animals,
- (b) a reasonable number of small caged mammals;
- (c) up to four caged birds;
- (d) two dogs, or two cats, or one dog plus one cat.

- 3.6 **Parking.** Each Strata Lot will be entitled to the use of a single parking stall, designated as limited common property on the Strata Plan.

- 3.7 **Furnishings and Equipment.** Each Strata Lot will have the following equipment, included in the purchase price:

- (a) stove;
- (b) microwave oven / hood
- (c) refrigerator
- (d) dishwasher
- (e) washer / dryer
- (f) fireplace.

- 3.8 **Budget.** The budget for the operation of Phase 1 established by the owners of the Strata Lots in Phase 1 in accordance with the provisions of the *Strata Property Act* and the Bylaws is shown in Exhibit 'H', together with the anticipated budget for Phase 2, Phase 3, and Phase 4. The monthly assessment for each Strata Lot in Phase 1 and the anticipated assessments in Phase 2, Phase 3, and Phase 4, based on the unit entitlement for each and the current proposed or anticipated budget, is shown in Exhibit 'I'.

In addition to monthly strata fees:

- (a) Strata Lot owners will be responsible for paying real property taxes for their Strata Lot;
- (b) electricity, water, telephone, and cablevision will be separately metered and payable directly by the owners of those Strata Lots.

### 3.9 Utilities and Services.

- (a) **Water** – The Developer will, at its cost, install water lines to each strata lot. Water is available from the Ucluelet water system and will be separately metered. The payment of usage charges are the responsibility of a purchaser.
- (b) **Electricity** – Power lines have been installed to the boundary of each lot. Electricity is provided by B.C. Hydro and Power Authority and installation of power lines from the boundary of a lot and the payment of connection and usage charges are the responsibility of a purchaser.
- (c) **Sewage** – A sewage system is available to the Development and will be connected to the municipal sewage works operated by the District of Ucluelet.
- (d) **Telephone** – Telephone service is provided by Telus, who will install telephone lines to the boundary of each lot. The installation of telephone lines from the boundary of a lot and the payment of hookup charges are the responsibility of a purchaser.
- (e) **Natural Gas** – The Development is not serviced with gas.
- (f) **Garbage Collection** – Residential garbage and recycling are collected by the Alberni Clayoquot Regional District, using a private contractor.
- (g) **Street Lighting** – The Development will have street level lighting, as shown on the Subdivision Drawings.
- (h) **Access** – The Strata Lots are or will be accessible from St. Jacques Boulevard, by way of Bay Street, in Ucluelet, British Columbia.
- (i) **Sidewalks** – The Development has pathways, as shown on the drawings annexed at Exhibit 'A'.

- (j) **Fire Protection** – Fire protection for the Strata Lots is provided by the Ucluelet Volunteer Fire Brigade. The Fire Hall is located at 200 Main Street, Ucluelet, British Columbia, approximately one (1) kilometre from the Development.
- (k) **Police Protection** – Police protection for the Strata Lots is provided by the Royal Canadian Mounted Police. The nearest detachment is located at 1712 Cedar Road, Ucluelet, British Columbia approximately one-half (0.5) kilometre from the Development.

3.10 **Strata Management Contracts.** The Strata Corporation has entered into a property management agreement with Bayview Strata & Rental Services, the cost of which is set out in the budget.

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

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

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

- (a) a builders risk broad form insurance policy of course of construction in the amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS on the units to be constructed with a deductible for earthquake of ten (10.00%) percent, flood damage of FIFTY THOUSAND (\$50,000.00) DOLLARS and a deductible for other losses up to TEN THOUSAND (\$10,000.00) DOLLARS.
- (b) a comprehensive liability insurance policy in the amount of TWO MILLION (\$2,000,000.00) DOLLARS.

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

Fixtures are defined in Regulation 9.1 (1) to the *Strata Property Act* as "items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but

does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washer, dryers or other items.

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

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

- 3.12 **Rental Disclosure Statement.** The Developer does not currently intend to rent any of the Strata Lots but reserves the right at some future point to rent one or more of the Strata Lots. A Rental Disclosure Statement has been filed with the Superintendent of Real Estate pursuant to Section 139 (1) of the *Strata Property Act* by the Developer’s predecessor in the form annexed at Exhibit ‘J’.

#### 4. TITLE AND LEGAL MATTERS

- 4.1 **Legal Description.** The Strata Lots in Phase 2, Phase 3, and Phase 4 will be constructed on the lands situate at St. Jacques Boulevard, in Ucluelet, British Columbia, currently described as Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot District, Plan VIP80044 except part in Strata Plan EPS5574 (Phase 1) (the “**Lands**”).
- 4.2 **Ownership.** The Developer is the registered owner in fee simple possession of the Lands.
- 4.3 **Existing Encumbrances and Legal Notations.**

**COPIES OF ALL CHARGES CAN BE OBTAINED FROM THE LAND TITLE OFFICE. CHARGES ATTACHED AS EXHIBITS ARE FOR REFERENCE ONLY; SOME OF THE CHARGES MAY OR MAY NOT BE REGISTERED AGAINST CERTAIN OF THE STRATA LOTS, FOLLOWING SUBDIVISION. PROSPECTIVE PURCHASERS MUST CONDUCT THEIR OWN DUE DILIGENCE WITH RESPECT TO EACH CHARGE REGISTERED AGAINST THE LANDS.**

##### (a) Legal Notations

- (i) Phased Strata Plan Declaration (Form P) CA7446975 – See Exhibit D.

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

- (i) **Statutory Right of Way CA6590484** in favour of British Columbia Hydro and Power Authority for the installation, use and maintenance of specific utilities, improvements and works.
- (ii) **Statutory Right of Way CA6590485** in favour of Telus Communications Inc. for the installation, use and maintenance of specific utilities, improvements and works.
- (iii) **Covenant CA7446984** in favour of the District of Ucluelet requires construction phasing to be completed in a manner approved by the District. A copy is attached as Exhibit 'K'. (Construction in four phases has been approved by the District, see paragraph 2.4 above.)
- (iv) **Mortgage CA8428369 and Assignment of Rents CA8428370** in favour of First West Credit Union (see paragraph 6.2 below).

4.4 **Proposed Encumbrances.**

- (a) An easement or easements over parts of the Lands, for the benefit of the Development, to permit access and the installation, operation, maintenance and repair drainage, storm and sewage works of adjacent buildings and an easement or easements charging the Lands (including the common property of the Strata Plan created on filing of the Phase 1 Strata Plan) for the benefit of the registered owner of the Lands outside of the lands shown on the Phase 1 Strata Plan, granting to the registered owners thereof and to the Developer the full, free and uninterrupted right, liberty and easement to enter upon the common property of the strata corporation with or without motor-vehicles and equipment and supplies for the purpose of access to the Lands and to do all acts necessary to construct, operate, maintain, inspect, alter and repair one or more domestic water, storm, telephone, hydro, cablevision, gas or sanitary sewer lines in the strata corporation's common property to service the Lands or any subdivision of the Lands may charge the title to some or all of the Strata Lots and the Common Property.
- (b) An easement or easements, for the benefit of the Development, to permit the installation, maintenance and repair and ongoing use of driveways may charge the title to some or all of the Strata Lots and the Common Property.
- (c) An easement or easements, appurtenant to and for the benefit of such adjacent lands outside the Development, permitting the registered owners of such lands and their invitees the full, free and uninterrupted right, liberty and easement to enter upon the parking facility within Common Property, with or without motor-

vehicles and equipment and supplies, for the purpose of ingress to and egress from such adjacent lands.

- (d) Statutory rights of way in favour of British Columbia Hydro and Power Authority, Terasen Gas, Telus Communications Inc. and Shaw Cablesystems Limited in substantially the forms required by each supplier.
- (e) Such other legal notations, covenants, easements or statutory rights of way as may be required by any utility, local government or other public authority to service the Strata Lots and the common property or which in the opinion of the Developer will benefit the Strata Lots charged therewith.

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

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

## 5. **CONSTRUCTION AND WARRANTIES**

### 5.1 **Construction Dates.**

For the purposes of this Section 5.1:

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

"completion of construction" means the date the strata plan is deposited in a land title office; and

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

Phase 1 is completed. The estimated date range of commencement of construction of Phase 2 of the Development is 1 March 2021 to 30 April 2021, and the estimated date range of completion of construction of Phase 2 of Development is 31 March 2022 to 30 April 2022. The estimated date range of commencement of construction of Phase 3 of the Development is 1 September 2021 to 30 November 2021, and the estimated date

range of completion of construction of the Development is 30 September 2022 to 30 November 2022. The estimated date range of commencement of construction of Phase 4 of the Development is 1 March 2023 to 30 April 2023, and the estimated date range of completion of construction of the Development is 31 March 2024 to 30 May 2024.

## 5.2 Construction Warranties.

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

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

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

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

## 6. APPROVALS AND FINANCES

6.1 **Development Approval.** In accordance with section 10 of the *Real Estate Development Marketing Act*, the Developer may market the Development if it has obtained, both approval in principle to construct or otherwise create the Development from the District of Ucluelet, and permission from the Superintendent of Real Estate to begin marketing.



Building Permits were issued by the District of Ucluelet for Phase Two on 8 December 2020, under permit numbers 20-65, 20-66, 20-67, 20-68, and 20-69. Building Permits were issued by the District of Ucluelet for Phase 3 on 8 March 2021, under permit numbers 21-11, 21-12, 21-13, and 21.14.

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

- 6.2 **Construction Financing.** Financing for construction of Phase 2 will come from a combination of the Developer's own funds and funds from First West Credit Union. Title to the Lands and, eventually, the Strata Lots are subject to construction security described in paragraph 4.3(b)(iii) (the "**Construction Security**"). By way of arrangements made with the Construction Lender, the Developer will be entitled to request and both the Construction Lender will be required to provide discharges of the Construction Security in respect of any Strata Lot within a reasonable period after completion of the purchase and sale.

## 7. MISCELLANEOUS

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

### 7.2 **Purchase Agreement.**

- (a) The Developer will offer the Strata Lots for sale upon the terms and conditions set out in the form of contract annexed to this Disclosure Statement at Exhibit 'L' (the "Purchase Agreement").
- (b) The Purchaser may cancel a Purchase Agreement under Paragraph 4 of the Purchase Agreement and recover any deposits paid if the Developer fails to complete sale of the Strata Lot. The Purchaser may cancel a Purchase Agreement under Paragraph 25 of the Purchase Agreement in accordance with Section 21 of the *Real Estate Development Marketing Act*.
- (c) The Developer may keep any deposits paid and cancel a Purchase Agreement under Paragraph 4 of the Purchase Agreement if the Purchaser fails to complete purchase of the Strata Lot when required.
- (d) Provision is made in Paragraph 9 of the Purchase Agreement to allow the Developer to unilaterally extend the completion date, for any reason, by as much as one hundred eighty (180) days, on written notice to the Purchaser of at least five (5) days. Further provision is made to allow the Developer to extend the

completion date, as the result of construction delays, by as much as one hundred eighty (180) days.

- (e) In accordance with Policy Statement 16 issued by the Superintendent of Real Estate and Paragraph 19 of the Purchase Agreement:
- (i) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
  - (ii) **WITHOUT THE DEVELOPER'S PRIOR CONSENT, ANY ASSIGNMENT OF A PURCHASE AGREEMENT IS PROHIBITED.**
  - (iii) Each proposed party to an assignment agreement must provide the Developer with the information and records required under the *Real Estate Development Marketing Act*.
  - (iv) Before the Developer consents to an assignment of a purchase agreement, the Developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
    - (a) the party's identity;
    - (b) the party's contact and business information;
    - (c) the terms of the assignment agreement.
  - (v) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**
- (f) In accordance with Paragraph 19 of the Purchase Agreement, the Purchase Agreement may not be assigned by a buyer unless and until:
- (i) the buyer has delivered to the Developer's lawyers all deposits then due, the receipt of which has been acknowledged by the Developer's lawyers, in writing;

- (ii) the assignment is in writing (the “**Assignment Agreement**”), in form and substance approved by the Developer, acting reasonably, and includes, without limitation, the explicit agreement of the buyer and the assignee:
  - (A) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment;
  - (B) to provide the Developer with the information and records required under the *Real Estate Development Marketing Act*;
- (iii) the buyer has paid, to the Developer, an administrative fee equal to the greater of \$7,500.00 and fifty percent of any fee paid directly or indirectly to the buyer, as assignor, by or on behalf of the assignee, plus goods and services tax, as consideration for the Developer’s consent to assignment and as reimbursement of the Developer’s associated legal and administrative costs;
- (iv) the Developer has executed the Assignment Agreement.
- (g) In accordance with Paragraph 4 of the Purchase Agreement, deposits will be held in a *non-interest* bearing trust account.

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

7.4 **Other Material Facts.** None.

8. SIGNATURES

**DEEMED RELIANCE**

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

THE FOREGOING STATEMENTS DISCLOSE, WITHOUT MISREPRESENTATION, ALL MATERIAL FACTS RELATING TO THE DEVELOPMENT REFERRED TO ABOVE, AS REQUIRED BY THE *REAL ESTATE DEVELOPMENT MARKETING ACT* OF BRITISH COLUMBIA, AS OF \_\_\_\_\_ 2021.

**CLAYOQUOT CONSTRUCTION LTD.**

Per:

  
\_\_\_\_\_  
NICHOLAS ALBERT KILLINS, DIRECTOR

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\_\_\_\_\_  
**NICHOLAS ALBERT KILLINS**  
Director of Clayoquot Construction Ltd.

**SOLICITOR'S CERTIFICATE**

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

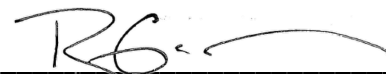
**CLAYOQUOT CONSTRUCTION LTD.**

For the property described as:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot District, Plan VIP80044 except part in Strata Plan EPS5574 (Phase 1)**

I, **RAJIV K. GANDHI**, Barrister and Solicitor, a member of the Law Society of British Columbia in good standing, having read the above-described Disclosure Statement dated the 6<sup>th</sup> day of August 2021 made any required investigations in public offices, and reviewed same with the Developer therein named, and that the facts contained in Sections 4.1 to 4.4 of the Disclosure Statement are correct.

**DATED** at Victoria, in the Province of British Columbia, the 6<sup>th</sup> day of August 2021.



---

Rajiv K. Gandhi, Barrister & Solicitor  
*Cox, Taylor – Barristers & Solicitors*  
Third Floor, Burnes House  
26 Bastion Square  
Victoria, British Columbia V8W 1H9

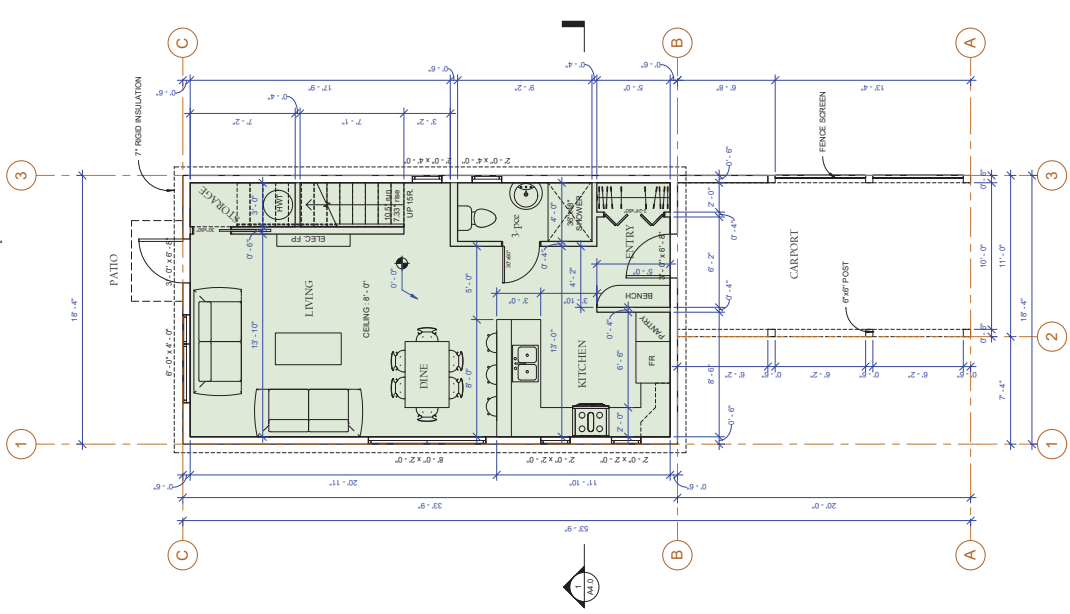
## **EXHIBITS**

**Exhibit 'A'**  
**Development Plans**



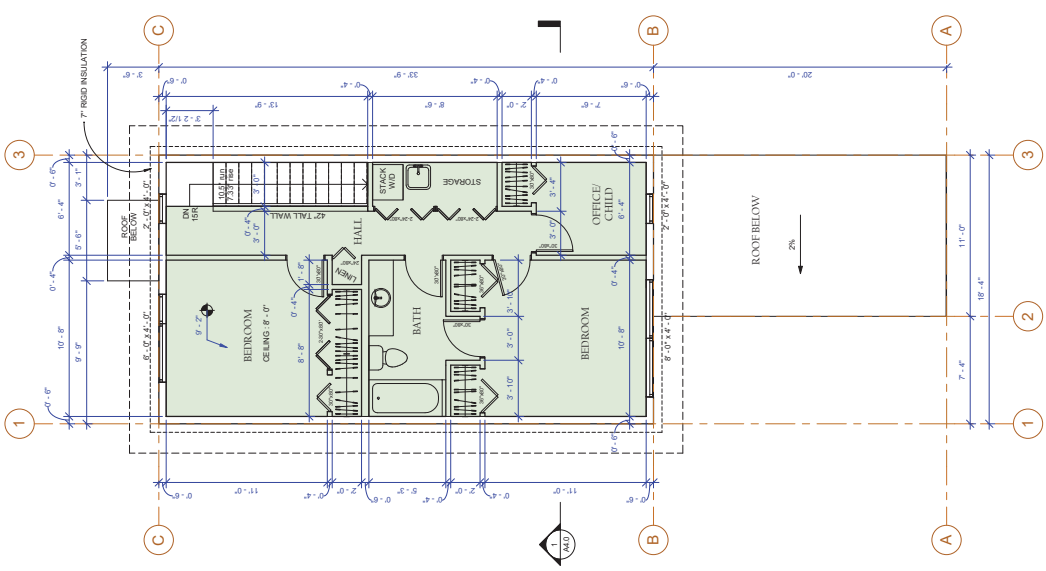


**MAIN FLOOR - 567.7 sqft**



**MAIN FLOOR PLAN**  
 1/4" = 1'-0"

**UPPER FLOOR - 526.4 sqft**



**UPPER FLOOR PLAN**  
 1/4" = 1'-0"

NO.	DATE	DESCRIPTION
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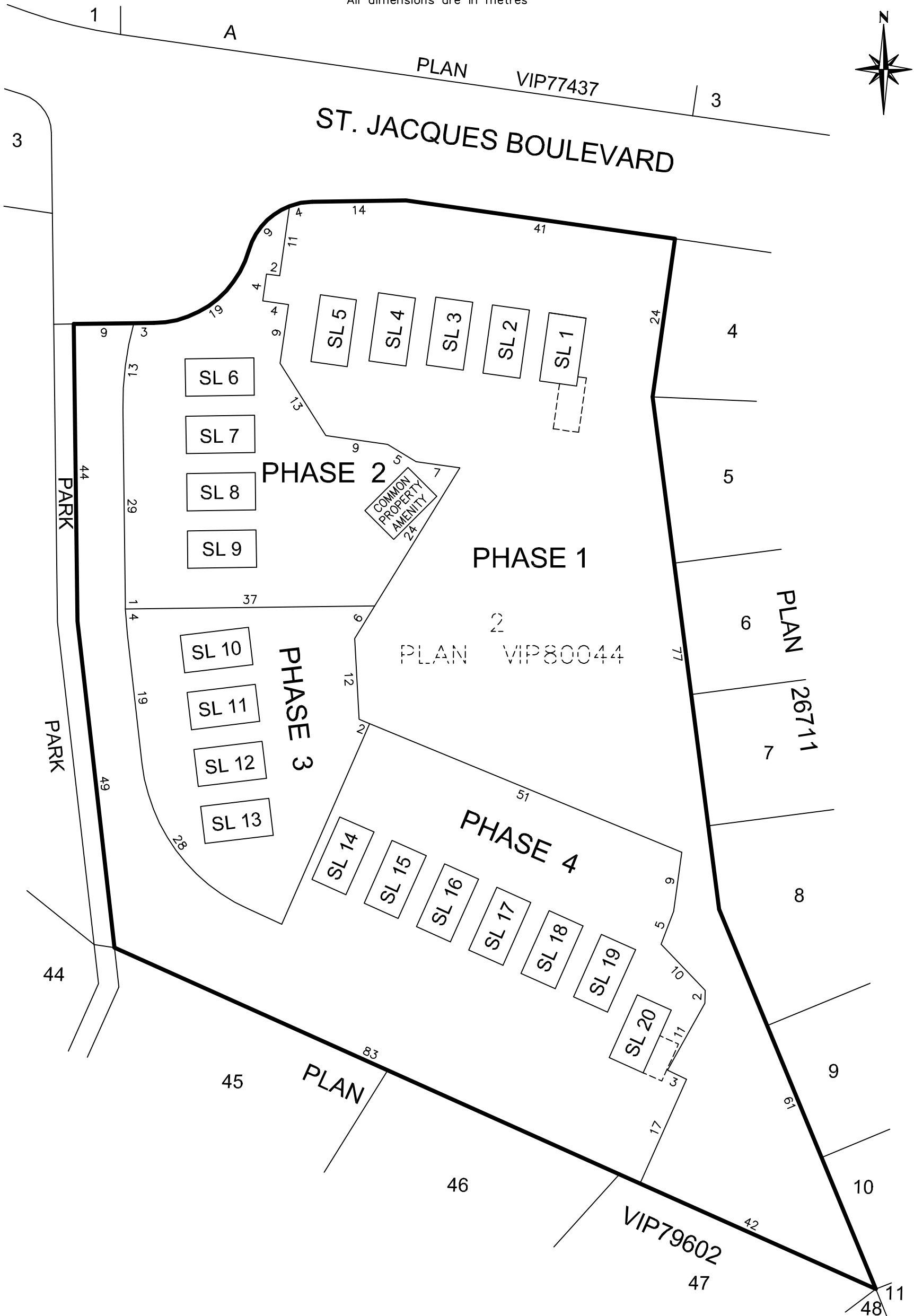


SKETCH PLAN TO ACCOMPANY FORM "P", FOUR PHASE  
 STRATA DEVELOPMENT, LOT 2, DISTRICT LOT 282,  
 CLAYOQUOT DISTRICT, PLAN VIP80044  
 (STRATA PROPERTY ACT, SECTIONS 221 AND 222)



The intended plot size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:600.

All dimensions are in metres



**Exhibit 'B'**  
**Strata Plan**

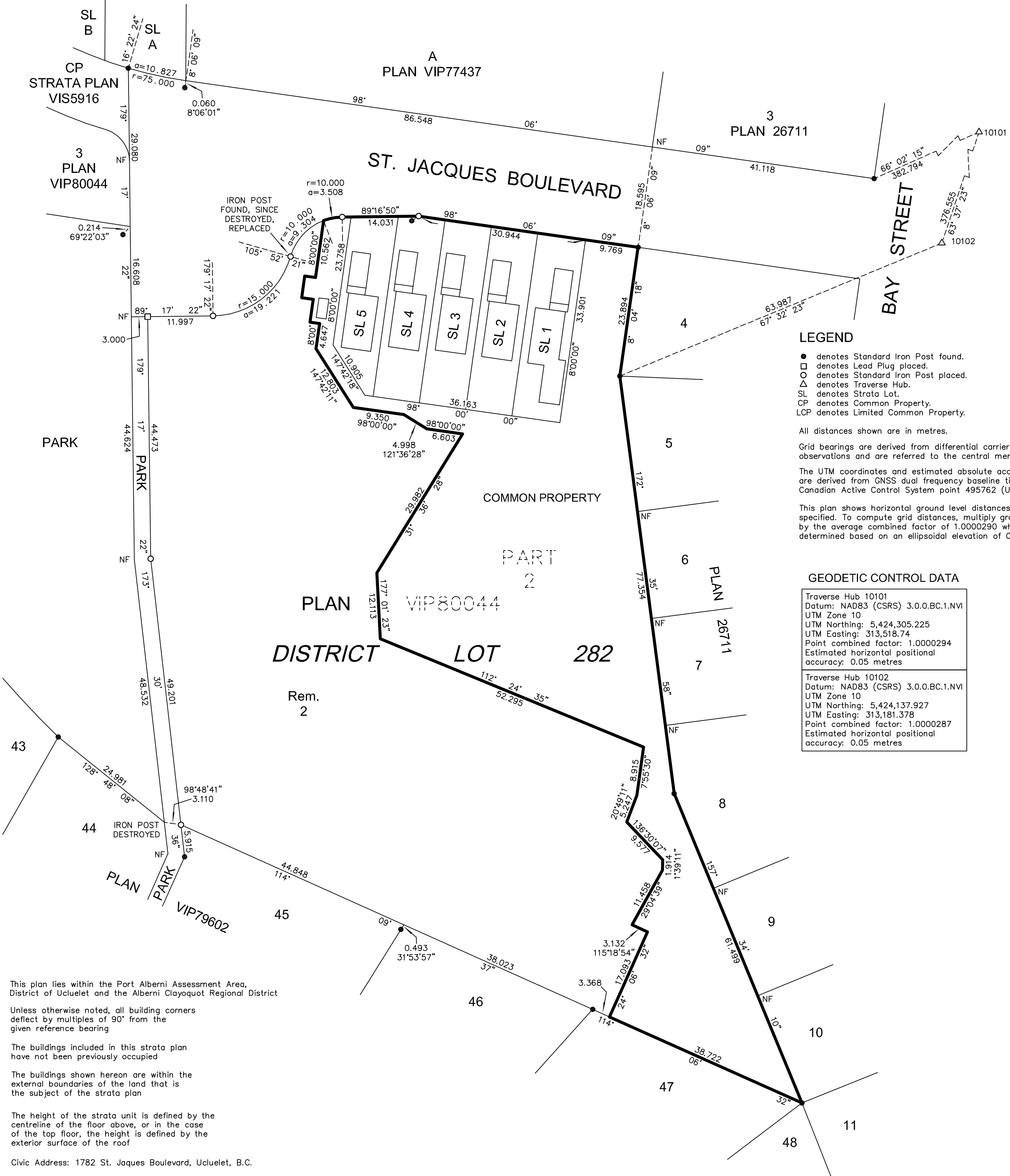
STRATA PLAN OF LOT 2, DISTRICT LOT 282,  
CLAYOQUOT DISTRICT, PLAN VIP80044

BCGS 92C.093

0 5 10 20 30 40 50  
The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:500.



STRATA PLAN VIS6305



- LEGEND**
- denotes Standard Iron Post found.
  - denotes Lead Plug placed.
  - denotes Standard Iron Post placed.
  - △ denotes Traverse Hub.
  - SL denotes Strata Lot.
  - CP denotes Common Property.
  - LCP denotes Limited Common Property.

All distances shown are in metres.  
Grid bearings are derived from differential carrier phase GNSS observations and are referred to the central meridian of UTM Zone 10.  
The UTM coordinates and estimated absolute accuracy achieved are derived from GNSS dual frequency baseline ties to Canadian Active Control System point 495762 (UCLU)  
This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 1.0000290 which has been determined based on an ellipsoidal elevation of 0.59 metres.

**GEODETTIC CONTROL DATA**

Traverse Hub 10101 Datum: NAD83 (CSRS) 3.0.0.BC.1.NVI UTM Zone 10 UTM Northing: 5,424,305.225 UTM Easting: 313,518.74 Point combined factor: 1.0000294 Estimated horizontal positional accuracy: 0.05 metres
Traverse Hub 10102 Datum: NAD83 (CSRS) 3.0.0.BC.1.NVI UTM Zone 10 UTM Northing: 5,424,137.927 UTM Easting: 313,181.378 Point combined factor: 1.0000287 Estimated horizontal positional accuracy: 0.05 metres

This plan lies within the Port Alberni Assessment Area, District of Ucluelet and the Alberni Clayoquot Regional District

Unless otherwise noted, all building corners deflect by multiples of 90° from the given reference bearing

The buildings included in this strata plan have not been previously occupied

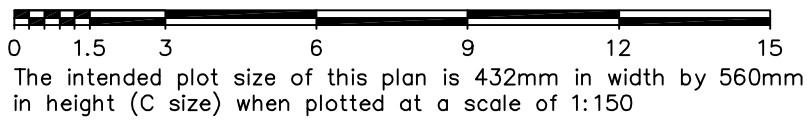
The buildings shown hereon are within the external boundaries of the land that is the subject of the strata plan

The height of the strata unit is defined by the centreline of the floor above, or in the case of the top floor, the height is defined by the exterior surface of the roof

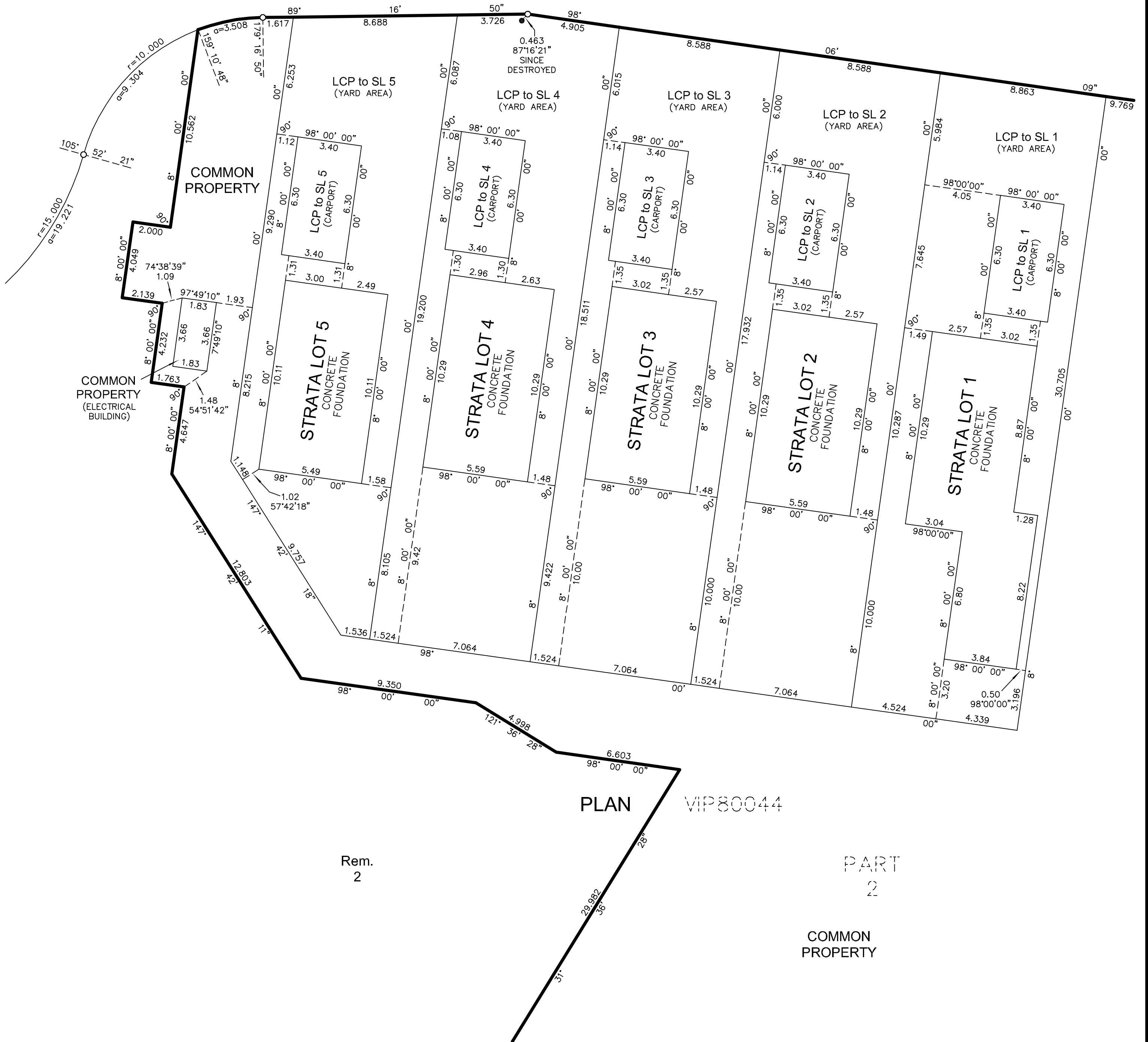
Civic Address: 1782 St. Jacques Boulevard, Ucluelet, B.C.

This plan is phase 1 of a 3 phase Strata Plan under Section 224 of the Strata property act lying within the jurisdiction of the Approving Officer of the District of Ucluelet

STRATA LOTS 1 TO 5, FOUNDATION LOCATION  
DETAILS AND COMMON PROPERTY



ST. JACQUES BOULEVARD

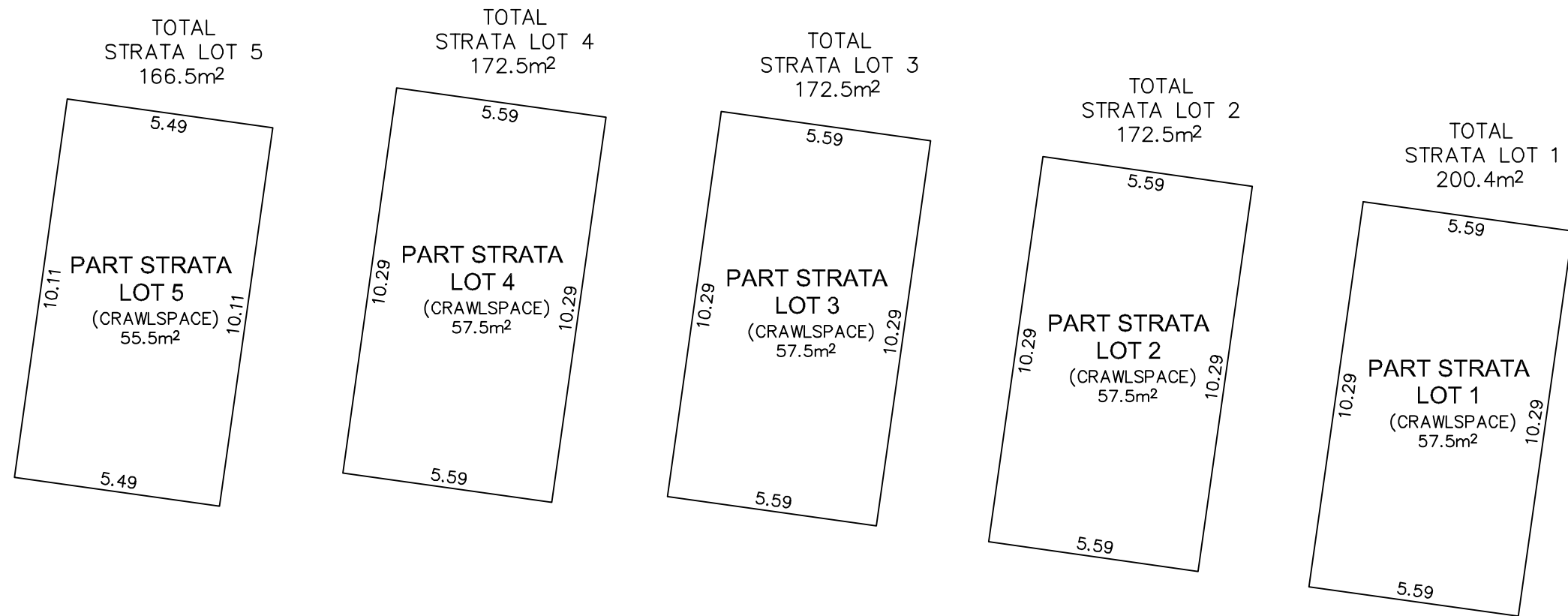


This sheet shows dimensions to exterior of walls

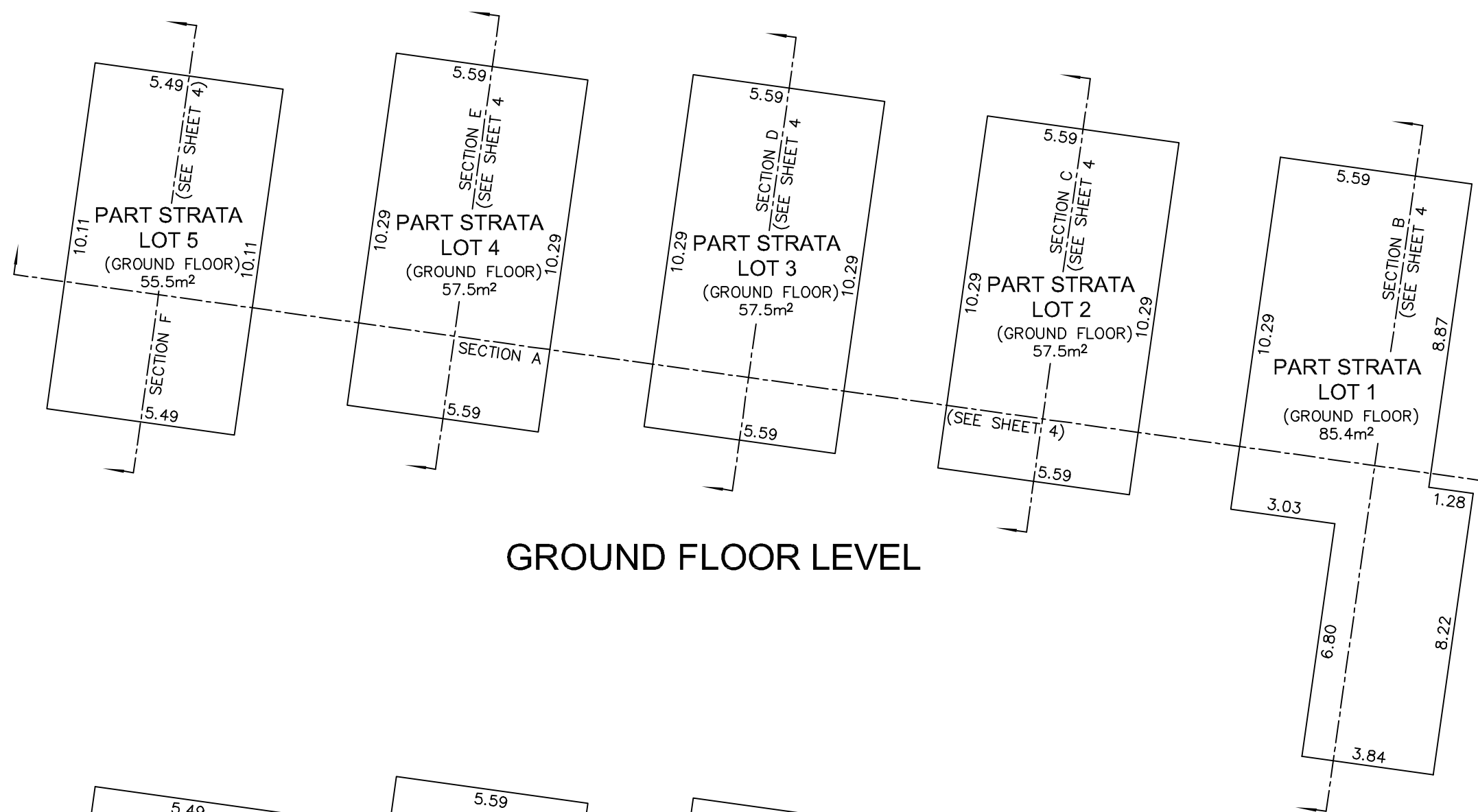


STRATA LOTS 1 TO 5, CRAWLSPACE, GROUND FLOOR AND UPPER FLOOR LEVELS

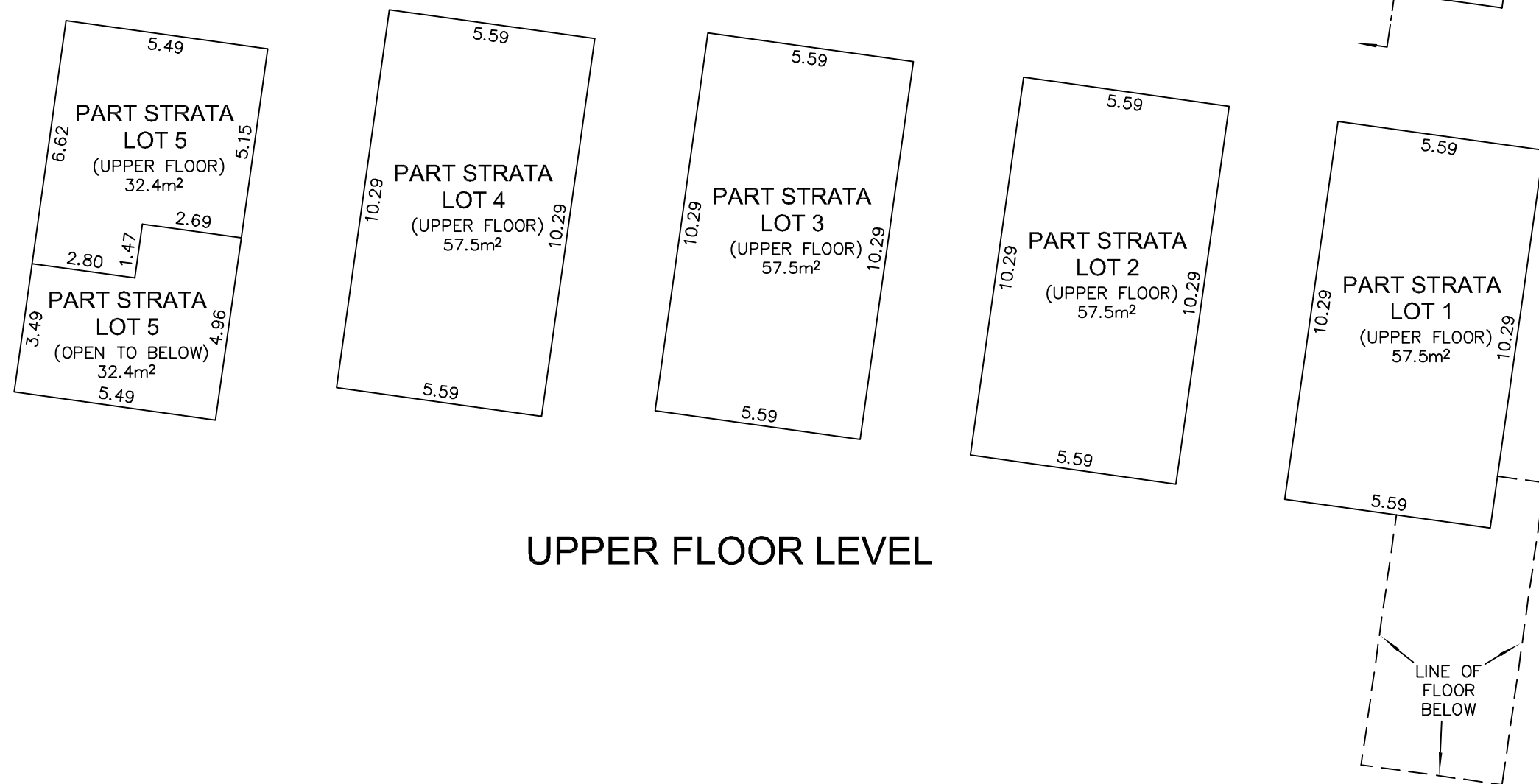
0 1.5 3 6 9 12 15  
 The intended plot size of this plan is 432mm in width by 560mm in height (C size) when plotted at a scale of 1:150



CRAWLSPACE LEVEL



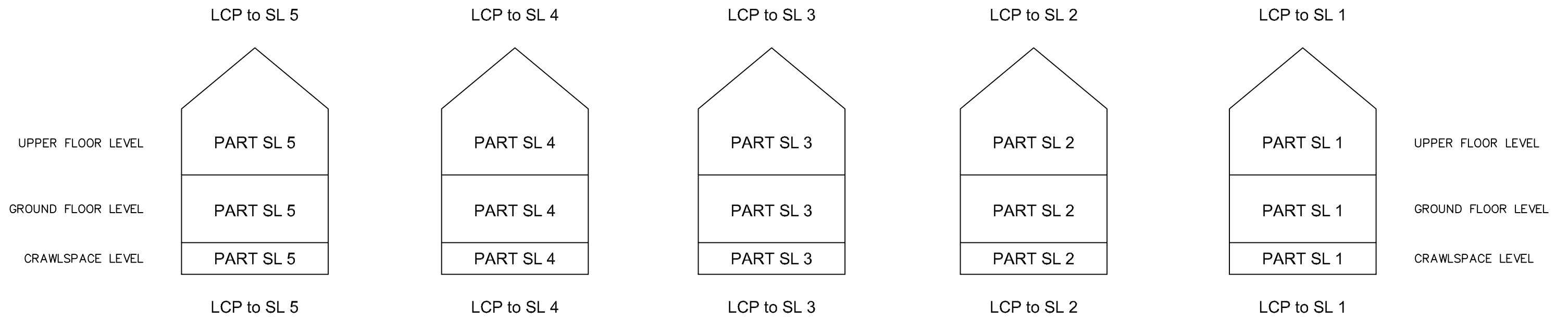
GROUND FLOOR LEVEL



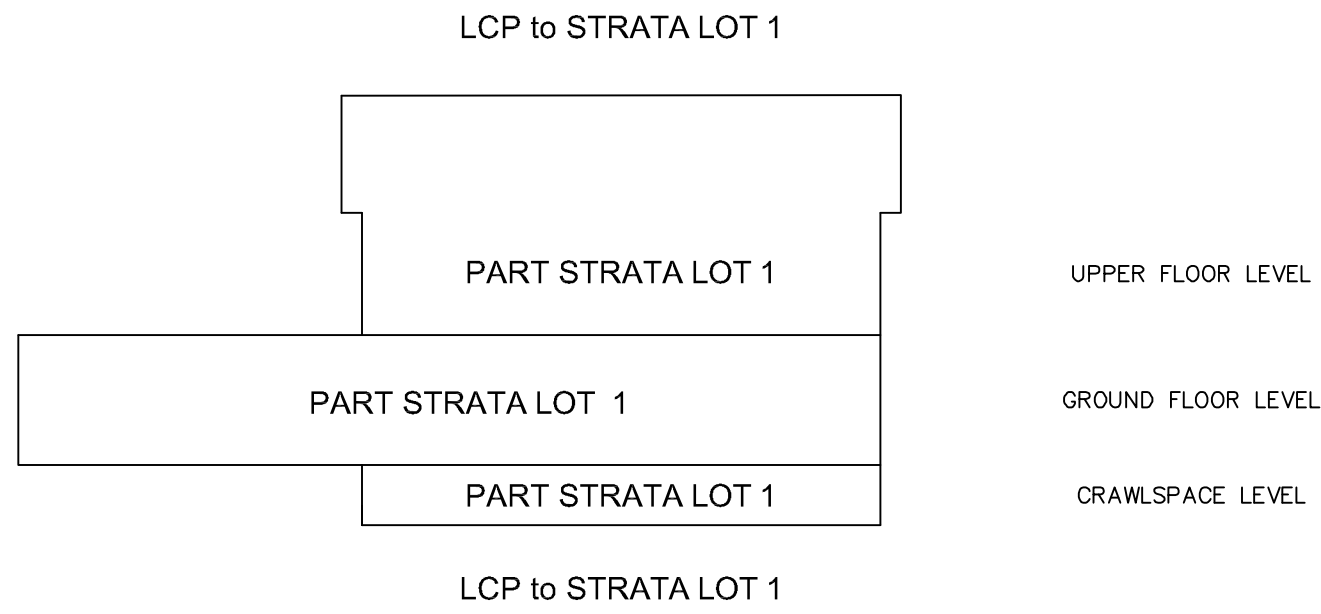
UPPER FLOOR LEVEL

This sheet shows dimensions to exterior of walls

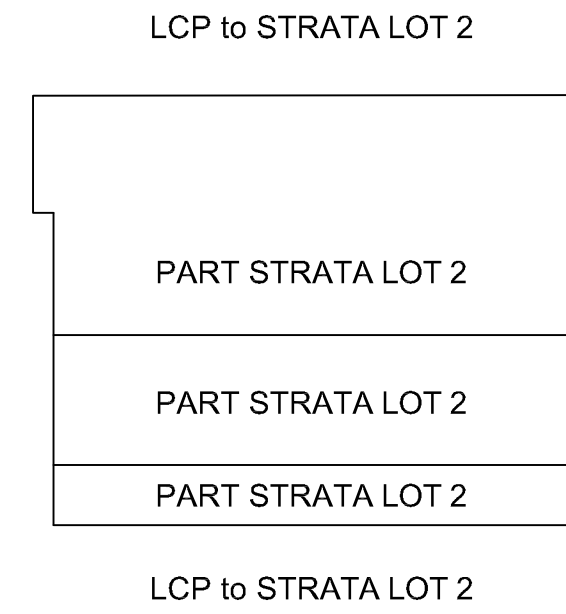
SECTION A  
STRATA LOT 1 TO 5  
LOOKING NORTHERLY



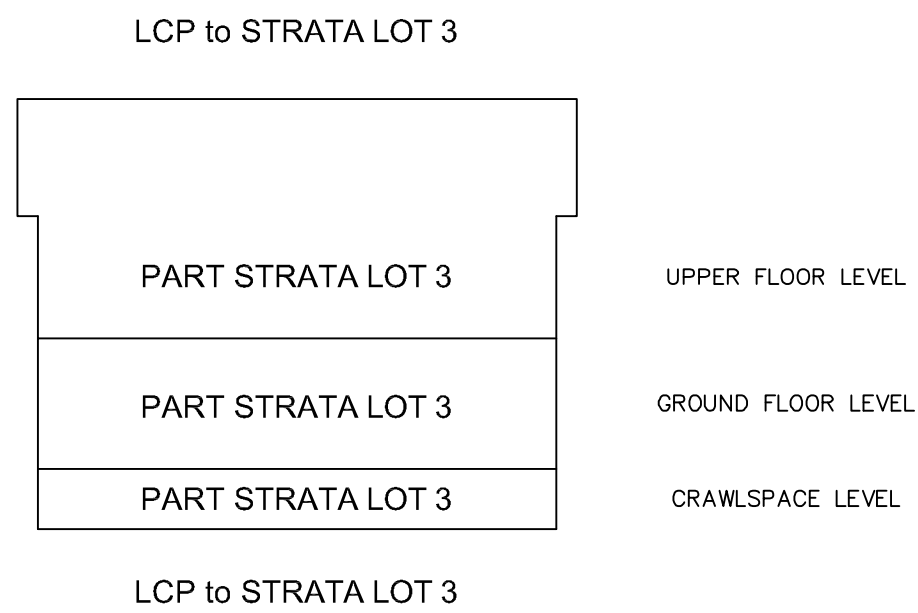
SECTION B  
STRATA LOT 1  
LOOKING WESTERLY



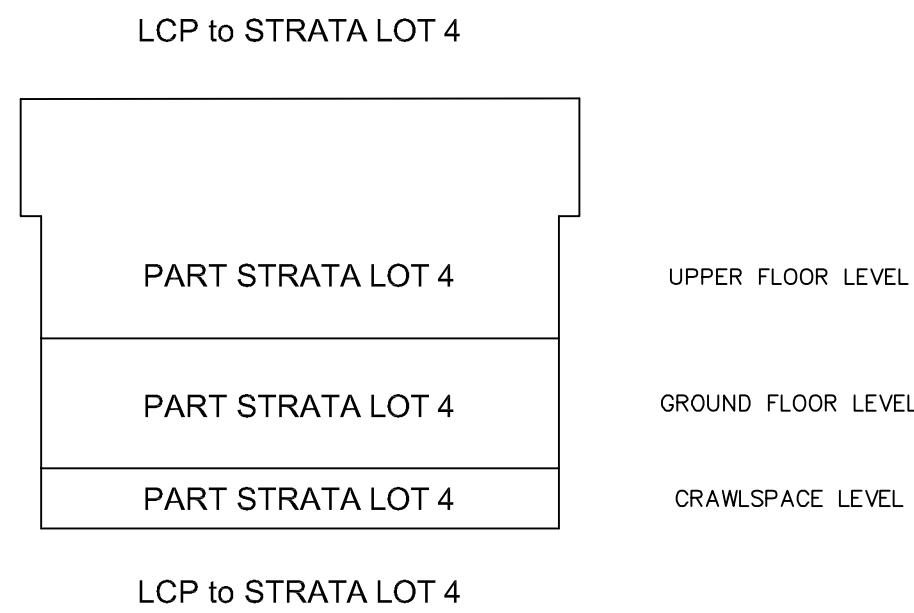
SECTION C  
STRATA LOT 2  
LOOKING WESTERLY



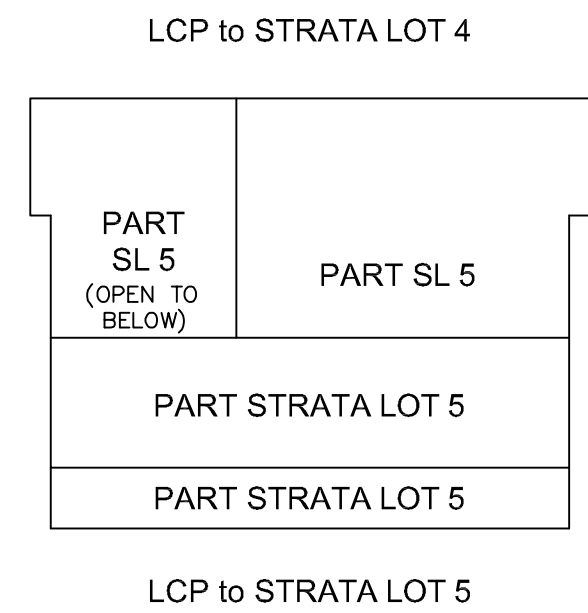
SECTION D  
STRATA LOT 3  
LOOKING WESTERLY



SECTION E  
STRATA LOT 4  
LOOKING WESTERLY



SECTION F  
STRATA LOT 5  
LOOKING WESTERLY



**Exhibit 'C'**  
**CD-3A Comprehensive Development – Rainforest Zone Bylaw**

## CD-3A SubZone - DISTRICT LOT 282

2014 Update: Except for the potential to subdivide Lot 2, Plan VIP 80044 into two fee simple lots with Multiple Family Residential use, the original CD-3 Zone (now CD-3A SubZone) has been fully subdivided, as uses allocated, as shown below and described in this section.

### CD-3A.1 Permitted Uses:

CD-3A.1.1 The following uses are permitted on Lots 1-18, 20-28, 30-32, 35-49, all of Plan VIP79602, and Remainder Lot A Plan VIP17853, in the areas of the CD-3 Zone Plan labeled "Single Family Dwelling", but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
  - (a) *Single Family Dwelling*
- (2) Secondary:
  - (a) *Bed and Breakfast*
  - (b) *Home Occupation*
  - (c) *Secondary Suite*

CD-3A.1.2 The following uses are permitted on PID 026-514-681 Lot 1, District Lot 282, Clayoquot District, Plan VIP80044, in the area of the CD-3 Zone Plan labeled "SFD/ Duplex", but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
  - (a) *Single Family Dwelling*
  - (b) *Duplex Dwelling*
- (2) Secondary:
  - (a) *Home Occupation*
- (3) This lot was stratified into Strata Lots A & B, Plan VIS6305 for a side-by-side duplex. For greater certainty, each of the lots may only contain one dwelling unit.

CD-3A.1.3 The following uses are permitted on Lot 50, Plan VIP79602 and Lot 2, Plan VIP8044, in the areas of the CD-3 Zone Plan labeled “Multiple Family”, but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
  - (a) *Multiple Family Residential*
- (2) Secondary:
  - (a) *Home Occupation*

CD-3A.1.4 The following uses are permitted on Lots 19, 29, 33 & 34, all of Plan VIP79602, in the areas of the CD-3 Zone Plan labeled “Commercial/Residential”, but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
  - (a) Office
  - (b) *Retail*
  - (c) *Personal Services*
  - (d) *Daycare Centre*
  - (e) *Commercial Entertainment*
  - (f) *Recreational Services*
  - (g) *Community Use*
- (2) Secondary:
  - (a) *Mixed Commercial/Residential*
  - (b) *Mixed Commercial/Resort Condo*

CD-3A.1.5 The following uses are permitted on Lot A Plan VIP77437, in the area of the CD-3 Zone Plan labeled “Community Care”, with no *secondary permitted uses*:

- (1) Principal:
  - (a) *Community Care Facility*
  - (b) *Community Use*

(2) Secondary: N/A

CD-3A.1.6 The following uses are permitted in the areas of the CD-3 Zone Plan labeled "Park", but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

(1) Principal

(a) *Park*

(b) *Public Assembly*

(2) Secondary

(a) *Outdoor Recreation*

### **CD-3A.2 Lot Regulations**

CD-3A.2.1 Minimum Lot Size:

(1) Single Family Dwelling:

(a) 645 m<sup>2</sup> (6,940 ft<sup>2</sup>) for 16 small lots.

(b) 1,450 m<sup>2</sup> (15,600 ft<sup>2</sup>) for maximum of 50 lots.

(2) Multiple Family Residential: 4,856 m<sup>2</sup> (1.2 acres)

(3) Mixed Commercial/Residential: 2,305 m<sup>2</sup> (24,800 ft<sup>2</sup>)

(4) Mixed Commercial/Resort Condo: 2,305 m<sup>2</sup> (24,800 ft<sup>2</sup>)

CD-3A.2.2 Minimum Lot Frontage:

(1) Single Family Dwelling: 18 m (60 ft)

(2) Duplex Dwelling: 18 m (60 ft)

(3) Multiple Family Residential: 23 m (75 ft)

CD-3A.2.3 Minimum Lot Width: N/A

CD-3A.2.4 Minimum Lot Depth: N/A

### **CD-3A.3 Density:**

CD-3A.3.1 Maximum Number:

(1) Single Family Dwelling: 1 per lot

(2) Duplex Dwelling: 1 per lot

(3) Multiple Family Residential: 20 dwelling units per lot

(4) *Dwelling Unit* component of Mixed Commercial/Residential & Mixed Commercial/Resort Condo combined:

- (a) 6 *dwelling units* on Lot 19, Plan VIP79602
- (b) 12 *dwelling units* on Lot 29, Plan VIP79602
- (c) 6 *dwelling units* on Lot 33, Plan VIP79602
- (d) 6 *dwelling units* on Lot 34, Plan VIP79602

CD-3A.3.2 Maximum Floor Area Ratio:

- |                                  |      |
|----------------------------------|------|
| (1) Single Family Dwelling:      | 0.50 |
| (2) Duplex Dwelling:             | 0.50 |
| (3) Multiple Family Residential: | 0.70 |
| (4) All other uses               | 0.50 |

CD-3A.3.3 Maximum Lot Coverage:

- |                                  |     |
|----------------------------------|-----|
| (1) Single Family Dwelling:      | 35% |
| (2) Duplex Dwelling:             | 35% |
| (3) Multiple Family Residential: | 40% |
| (4) All other uses:              | 30% |

**CD-3A.4 Maximum Size (Gross Floor Area):**

CD-3A.4.1 Principal Building:

- (1) Mixed Commercial/Residential & Mixed Commercial/Resort Condo:
  - (a) 557.4 m<sup>2</sup> (6,000 ft<sup>2</sup>) *gross floor area* combined on Lot 19, Plan VIP79602;
  - (b) 743.2 m<sup>2</sup> (8,000 ft<sup>2</sup>) *gross floor area* combined on Lot 29, Plan VIP79602;
  - (c) 557.4 m<sup>2</sup> (6,000 ft<sup>2</sup>) *gross floor area* combined on Lot 33, Plan VIP79602;
  - (d) 464.5 m<sup>2</sup> (5,000 ft<sup>2</sup>) *gross floor area* combined on Lot 34, Plan VIP79602.
- (2) All other uses: N/A

CD-3A.4.2 Accessory Buildings:

- (1) Single Family Dwelling: 60 m<sup>2</sup> (645 ft<sup>2</sup>) combined total per lot
- (2) Duplex Dwelling: 60 m<sup>2</sup> (645 ft<sup>2</sup>) combined total per lot
- (3) Multiple Family Residential: 300 m<sup>2</sup> (3,225 ft<sup>2</sup>) combined total per lot
- (4) All other uses: 80 m<sup>2</sup> (861 ft<sup>2</sup>) combined total per lot

**CD-3A.5 Maximum Height:**

CD-3A.5.1 Principal Buildings & Structures:

- (1) Single Family Dwelling: 9 m (30 ft) or 2 ½ storey
- (2) Duplex Dwelling: 9 m (30 ft) or 2 ½ storey
- (3) Multiple Family Residential: 11 m (36 ft) or 3 storey
- (4) All other uses: 10 m (33 ft)

CD-3A.5.2 Accessory Buildings & Structures: 5.5 m (18 ft)

**CD-3A.6 Minimum Setbacks:**

CD-3A.6.1 The following minimum setbacks apply, as measured from the *front lot line, rear lot line and side lot lines(s)*, respectively:

	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard – Interior Setback	(d) Side Yard – Exterior Setback
(1) Single Family Dwelling – Lots less than 1,450 m <sup>2</sup> (15,600 ft <sup>2</sup> ) in lot area:				
(i) Principal	7.5 m (25 ft)	5 m (16.5 ft)	3 m (10 ft)	5 m (16.5 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , the <i>side yards</i> combined must not be less than 20% of the <i>lot width</i> .				
(iv) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(2) Single Family Dwelling – Lots at least 1,450 m <sup>2</sup> (15,600 ft <sup>2</sup> )				
(i) Principal	7.5 m (25 ft)	6 m (20 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , the <i>side yards</i> combined must not be less than 20% of the <i>lot width</i> .				
(iv) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(3) Duplex				
(i) Principal	7.5 m (25 ft)	6 m (20 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , the <i>side yards</i> combined must not be less than 20%				



	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard – Interior Setback	(d) Side Yard – Exterior Setback
of the <i>lot width</i> .				
(iv) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(4) Multiple Family Residential:				
(i) Principal	6 m (20 ft)	6 m (20 ft)	6 m (20 ft)	6 m (20 ft)
(ii) Accessory	7.5 m (25 ft)	5 m (16.5 ft)	5 m (16.5 ft)	5 m (16.5 ft)
(iii) In addition, for principal <i>building</i> , 15 m (50 ft) minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting Marine Drive.				
(5) <i>Community Care Facility, Daycare Centre or Community Use:</i>				
(i) Principal	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(ii) Accessory	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(6) All other uses:				
(i) Principal	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(ii) Accessory	8 m (26 ft)	5 m (16.5 ft)	7.5 m (25 ft)	7.5 m (25 ft)
(iii) In addition, 7.5 m minimum <i>yard</i> setback applies to all <i>lot lines</i> abutting a <i>single family dwelling</i> lot, duplex lot or <i>multiple family residential</i> lot.				

**Exhibit 'D'**  
**Phase Declaration**

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

Form P

**AMENDED PHASED STRATA PLAN DECLARATION**

---

**CLAYOQUOT CONSTRUCTION LTD.** (the “Developer”) declares:

1. That it intends to create a strata plan by way of phased development of part of the following lands:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot District, Plan VIP80044**

2. That the plan of development is as follows:

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

Phase 1 – five (5) strata lots;  
Phase 2 – four (4) strata lots;  
Phase 3 – four (4) strata lots;  
Phase 4 – seven (7) strata lots.

Phase 2 will include a two-room amenity building, depicted on the sketch plan attached, including one for use as a simple workshop with garage door access, and one for use as a “gathering space”. Both rooms will be connected internally by a large door.

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

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

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


Phase	Commencement	Completion
1	30 April 2018	30 June 2019
2	1 March 2021	31 March 2022
3	1 March 2021	30 September 2022
4	1 March 2021	31 January 2024

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

Phase	Unit Entitlement
1	5
2	4
3	4
4	7

- (e) **DESCRIPTION** - 20 residential strata lots will be created in this development, with common property.
3. The Developer's predecessor in title elected to proceed with Phase 1 on 15 January 2018. The Developer predecessor in title elected to proceed Phase 2 on 15 January 2019. The Developer predecessor in title elected to proceed with Phase 3 on 15 January 2020. The Developer will elect whether or to proceed with Phase 4 on or before 15 December 2021.

DATED the 14 day of February 2021.

  
\_\_\_\_\_  
(on behalf of CLAYOQUOT CONSTRUCTION LTD.)

APPROVED AS TO PHASING BY THE APPROVING OFFICER as of the 16 day of FEBRUARY, 2021

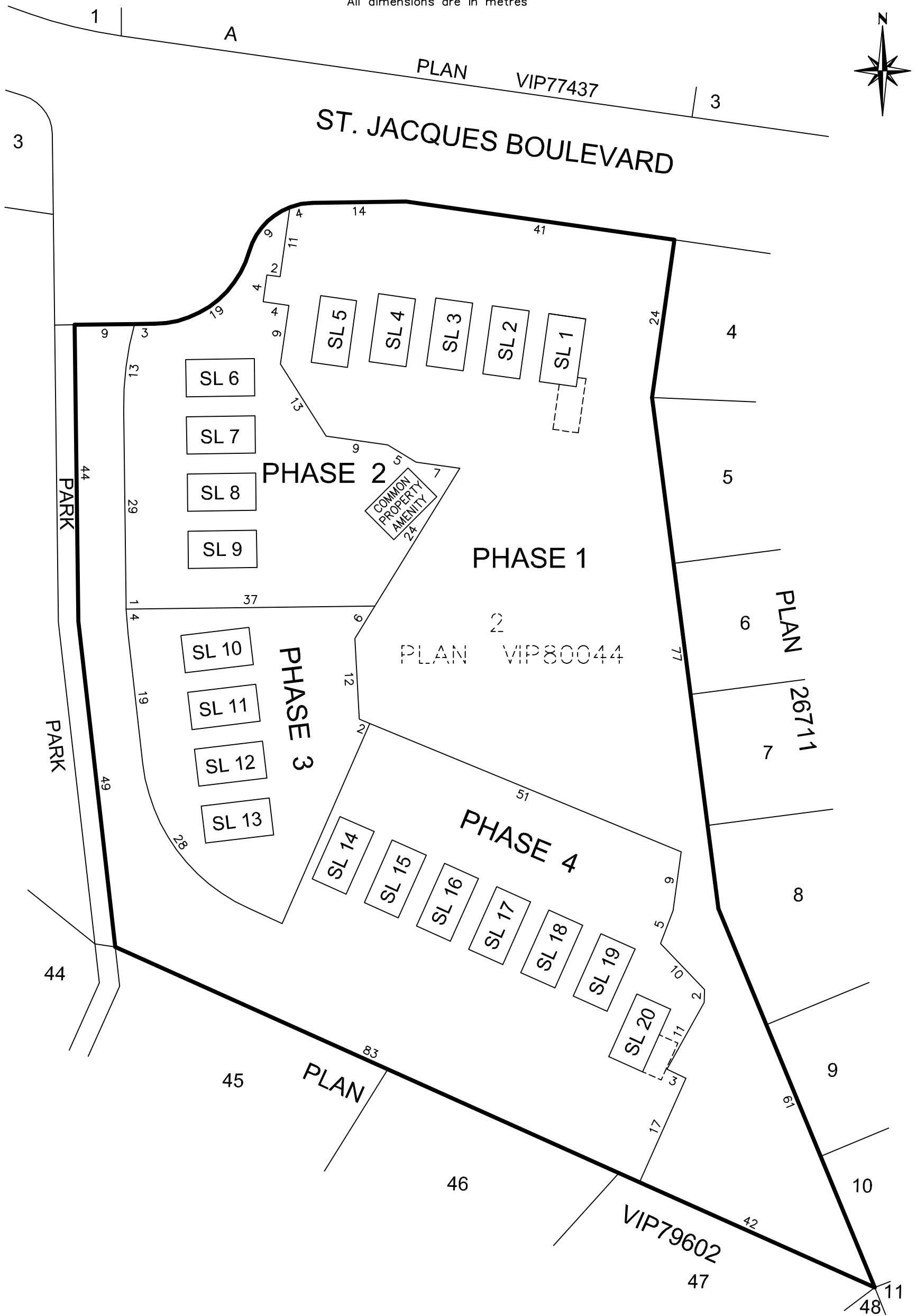
  
\_\_\_\_\_  
Signature of Approving Officer

SKETCH PLAN TO ACCOMPANY FORM "P", FOUR PHASE  
 STRATA DEVELOPMENT, LOT 2, DISTRICT LOT 282,  
 CLAYOQUOT DISTRICT, PLAN VIP80044  
 (STRATA PROPERTY ACT, SECTIONS 221 AND 222)



The intended plot size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:600.

All dimensions are in metres



Apr-15-2019 11:48:34.002

CA7446975

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 4 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*, RSBC 1996, C.250.
- 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.

<b>Rajiv Karamchand Gandhi 3UYT4M</b>	Digitally signed by Rajiv Karamchand Gandhi 3UYT4M Date: 2019.04.15 11:44:28 -07'00'
---	--

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. CONTACT: (Name, address, phone number)

**COX, TAYLOR, Barristers & Solicitors**

Burnes House, Third Floor

26 Bastion Square

Victoria

BC V8W 1H9

Telephone: (250) 388-4457

Document Fees: \$29.66

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-P Phased Strata Plan Declaration

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**026-514-702**

**LOT 2, DISTRICT LOT 282, CLAYOQUOT DISTRICT, PLAN VIP80044**

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

Form P

**PHASED STRATA PLAN DECLARATION**

---

**100 ST. JACQUES BLVD INC.** (the “Developer”) declares:

1. That it intends to create a strata plan by way of phased development of part of the following lands:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot District, Plan VIP80044**

2. That the plan of development is as follows:

- (a) **PHASES** - There are three (3) phases. Each phase consists of strata lots and associated common property, as follows:

Phase 1 – five (5) strata lots;  
Phase 2 – eight (8) strata lots.  
Phase 3 – seven (7) strata lots.

Phase 2 will include a two-room amenity building, depicted on the sketch plan attached, including one for use as a simple workshop with garage door access, and one for use as a “gathering space”. Both rooms will be connected internally by a large door.

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

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

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

Phase	Commencement	Completion
1	30 April 2018	30 June 2019
2	30 April 2019	30 June 2020
3	30 April 2020	30 June 2021

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

Phase	Unit Entitlement
1	5
2	8
3	7

- (e) **DESCRIPTION** - 20 residential strata lots will be created in this development, with common property.

3. The Developer elected to proceed with Phase 1 on 15 January 2018. The Developer elected to proceed Phase 2 on 15 January 2019. The Developer will elect whether or to proceed with Phase 3 on or before 15 January 2020.

DATED the 15 day of February 2019

(on behalf of 100 ST. JACQUES BLVD INC.)

APPROVED AS TO PHASING BY THE APPROVING OFFICER as of the 12 day of APRIL, 2019

  
\_\_\_\_\_  
Signature of Approving Officer



**Exhibit 'E'**  
**Schedule of Unit Entitlement**

**Strata Property Act**

Form V

**SCHEDULE OF UNIT ENTITLEMENT**

(Section 245(a), 246, 264)

Re: Strata Plan EPS5574 being a phased strata plan of part of:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot  
District, Plan VIP80044**

---

**STRATA PLAN CONSISTING OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each residential strata lot is a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the Strata Property Act.

Date: 15 February 2019

  
\_\_\_\_\_  
Owner / Developer

Unit Lot	Sheet	Habitable Area (m <sup>2</sup> )	Unit Entitlement	%* of Total Unit Entitlement of All Strata Lots (Phase 1)
1	1-4	142.9	1	20.00%
2	1-4	115.0	1	20.00%
3	1-4	115.0	1	20.00%
4	1-4	115.0	1	20.00%
5	1-4	87.9	1	20.00%

---

\* Expression of a percentage is for informational purposes only.

**Strata Property Act**

Form V

**PROPOSED PHASE 2**  
**SCHEDULE OF UNIT ENTITLEMENT**  
(Section 245(a), 246, 264)

Re: Strata Plan EPS5574, being a strata plan of part of:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot  
District, Plan VIP80044**

---

**STRATA PLAN CONSISTING OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each residential strata lot is a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the Strata Property Act.

Date:

---

Owner / Developer

Unit Lot	Sheet	Habitable Area (m <sup>2</sup> )	Unit Entitlement	%* of Total Unit Entitlement of All Strata Lots (Phase 2)
6			1	25.0%
7			1	25.0%
8			1	25.0%
9			1	25.0%

---

\* Expression of a percentage is for informational purposes only.

**Strata Property Act**

Form V

**PROPOSED PHASE 3**  
**SCHEDULE OF UNIT ENTITLEMENT**  
(Section 245(a), 246, 264)

Re: Strata Plan EPS5574, being a strata plan of part of:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot  
District, Plan VIP80044**

---

**STRATA PLAN CONSISTING OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each residential strata lot is a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the Strata Property Act.

Date:

---

Owner / Developer

Unit Lot	Sheet	Habitable Area (m <sup>2</sup> )	Unit Entitlement	%* of Total Unit Entitlement of All Strata Lots (Phase 3)
10			1	25.0%
11			1	25.0%
12			1	25.0%
13			1	25.0%

---

\* Expression of a percentage is for informational purposes only.

**Strata Property Act**

Form V

**PROPOSED PHASE 4**  
**SCHEDULE OF UNIT ENTITLEMENT**  
(Section 245(a), 246, 264)

Re: Strata Plan EPS5574, being a strata plan of part of:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot  
District, Plan VIP80044**

---

**STRATA PLAN CONSISTING OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each residential strata lot is a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the Strata Property Act.

Date:

---

Owner / Developer

Unit Lot	Sheet	Habitable Area (m <sup>2</sup> )	Unit Entitlement	%* of Total Unit Entitlement of All Strata Lots (Phase 4)
14			1	14.29%
15			1	14.29%
16			1	14.29%
17			1	14.29%
18			1	14.29%
19			1	14.29%
20			1	14.29%

---

\* Expression of a percentage is for informational purposes only.

**Exhibit 'F'**  
**Standard Bylaws**

## **Schedule of Standard Bylaws**

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

#### **Payment of strata fees**

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

#### **Repair and maintenance of property by owner**

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

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

#### **Use of property**

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

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

(b) causes unreasonable noise,

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

(d) is illegal, or

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

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

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

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

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

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) one dog or one cat.

### **Inform strata corporation**

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

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

### **Obtain approval before altering a strata lot**

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

(a) the structure of a building;

(b) the exterior of a building;

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

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

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

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

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

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

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

### **Obtain approval before altering common property**

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

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

### **Permit entry to strata lot**

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



corporation to enter the strata lot

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

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

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

## **Division 2 -- Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by strata corporation**

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

(a) common assets of the strata corporation;

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

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

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

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

(A) the structure of a building;

(B) the exterior of a building;

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

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

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

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

(i) the structure of a building,

(ii) the exterior of a building,

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

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

and

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

### **Division 3 -- Council**

#### **Council size**

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

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

#### **Council members' terms**

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

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

#### **Removing council member**

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

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

#### **Replacing council member**

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

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

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

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

#### **Officers**

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

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

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

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

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

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

### **Calling council meetings**

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

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

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

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

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

(i) consent in advance of the meeting, or

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

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

### **Requisition of council hearing**

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

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

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

### **Quorum of council**

**16** (1) A quorum of the council is

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

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

### **Council meetings**

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

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

(3) Owners may attend council meetings as observers.

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

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

### **Voting at council meetings**

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

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

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

### **Council to inform owners of minutes**

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

### **Delegation of council's powers and duties**

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

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

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

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

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

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

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

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

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

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

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

### **Spending restrictions**

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

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

### **Limitation on liability of council member**

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

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

## **Division 4 -- Enforcement of Bylaws and Rules**

### **Maximum fine**

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

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

**Continuing contravention**

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

**Division 5 -- Annual and Special General Meetings**

**Person to chair meeting**

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

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

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

**Participation by other than eligible voters**

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

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

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

**Voting**

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

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

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

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

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

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

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

### **Order of business**

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

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

## **Division 6 -- Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

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

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

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

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

(2) A dispute resolution committee consists of

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

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

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

### **Division 7 -- Marketing Activities by Owner Developer**

#### **Display lot**

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

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



**Exhibit 'G'**  
**Amended Bylaws**

**Strata Property Act**

Form Y

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS**

Re: Strata Plan EPS5574 being a phased strata plan of part of:

**Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot  
District, Plan VIP80044**

---

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

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

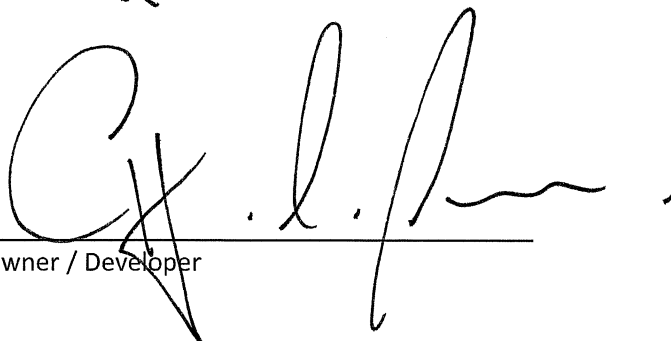
- 3(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) two dogs, or two cats, or one dog and one cat,

provided that no pets shall be kept in a kennel, tethered or otherwise left unattended in on any part of the common property.

The following is added as Bylaw 3(5):

- 3(5) An owner, tenant or occupant may not remove or alter, and the strata corporation must not remove, alter or be required to approve the removal or alteration of any building components incorporated in any original building construction for the purposes of noise abatement or noise reduction.

Dated the 12 day of February 2019



Owner / Developer

**Exhibit 'H'**  
**Budget**

Schedule H  
**ESTIMATED BUDGET (Phases 2, 3, 4)**

Phases	Actual Phase 1 (2020-2021)	Proposed After Phase 2	Proposed After Phase 3	Proposed After Phase 4	Total
<b>Income</b>					
Strata Assessments - Operating	24,383	44,383	64,109	98,629	98,629
Strata Assessments - Reserve	-				
Other Income	-	-	-	-	-
<b>Total Income</b>	<b>24,383</b>	<b>44,383</b>	<b>64,109</b>	<b>98,629</b>	<b>98,629</b>
<b>Expenses</b>					
Financial / Professional					
Bank Charges	315	567	819	1,260	1,260
Professional Services	200	360	520	800	800
Management Fees	5,664	10,195	14,726	22,656	22,656
Admin & Postage	150	270	390	600	600
Hydro	750	1,350	1,950	3,000	3,000
Water	1,000	1,800	2,600	4,000	4,000
General Maintenance	500	900	1,300	2,000	2,000
Common Property Maintenance	3,000	5,400	7,800	12,000	12,000
Grounds Maintenance	2,904	5,227	7,550	11,616	11,616
Insurance	9,000	16,200	23,400	36,000	36,000
	<b>23,483</b>	<b>42,269</b>	<b>61,056</b>	<b>93,932</b>	<b>93,932</b>
<b>Contingency Reserve Fund Contribution**</b>	<b>900</b>	<b>2,113</b>	<b>3,053</b>	<b>4,697</b>	<b>4,697</b>
<b>Total</b>	<b>24,383</b>	<b>44,383</b>	<b>64,109</b>	<b>98,629</b>	<b>98,629</b>

\*\* Developer Contribution of 5% of Budget

**Exhibit '1'**  
**Strata Fee Assessments**

Schedule I

**Monthly Assessments**

	<u>Strata Lot</u>	<u>Assessment</u>	
Phase 1	1	\$	410.95
	2	\$	410.95
	3	\$	410.95
	4	\$	410.95
	5	\$	410.95
Phase 2	6	\$	410.95
	7	\$	410.95
	8	\$	410.95
	9	\$	410.95
Phase 3	10	\$	410.95
	11	\$	410.95
	12	\$	410.95
	13	\$	410.95
Phase 4	14	\$	410.95
	15	\$	410.95
	16	\$	410.95
	17	\$	410.95
	18	\$	410.95
	19	\$	410.95
	20	\$	410.95

**Exhibit 'J'**  
**Rental Disclosure Statement**

**Strata Property Act**

Form J

**RENTAL DISCLOSURE STATEMENT**

(Section 139)

Re: **Strata Plan EPS** \_\_\_\_\_, being a strata plan of part of Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot District, Plan VIP80044

---

This Rental Disclosure Statement is:

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

- 1 The development described above includes twenty (20) residential strata lots.
- 2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

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

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

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

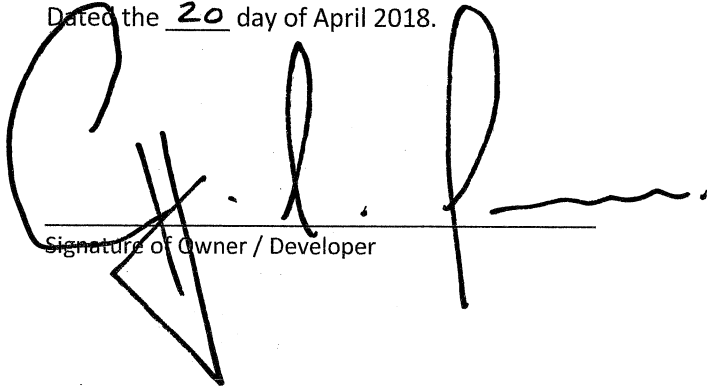
Description of Strata Lot	Date Rental Period Expires
<i>Strata Lots 1 to 20</i>	<i>December 31, 2150</i>

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



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

Dated the 20 day of April 2018.

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by several loops and a wavy line at the end. The signature is written over a horizontal line.

Signature of Owner / Developer

**Exhibit 'K'**  
**Covenant CA7446984**

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Apr-15-2019 11:48:34.008

CA7446984

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 PAGES

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.

Rajiv Karamchand Gandhi 3UYT4M	Digitally signed by Rajiv Karamchand Gandhi 3UYT4M
	Date: 2019.04.15 09:52:34 -07'00'

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

COX, TAYLOR, Barristers &amp; Solicitors

Burnes House, Third Floor

Telephone: (250) 388-4457

26 Bastion Square

Victoria

BC V8W 1H9

Document Fees: \$74.16

Deduct LTSA Fees? Yes 

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**026-514-702 LOT 2, DISTRICT LOT 282, CLAYOQUOT DISTRICT, PLAN VIP80044 EXCEPT  
PART IN STRATA PLAN EPS5574**

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):

**100 ST. JACQUES BLVD INC. (INC. NO. BC1086886)**

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

**DISTRICT OF UCLUELET**

200 MAIN STREET

UCLUELET

BRITISH COLUMBIA

V0N 3A0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)

Rajiv K. Gandhi

Barrister &amp; Solicitor

26 Bastion Square

Third Floor, Burnes House

Victoria, British Columbia V8W 1H9

Y	M	D
19	02	28

100 ST. JACQUES BLVD INC.  
by its authorized signatory:

Christopher LeFevre

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 E**

**SCHEDULE**

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant See Page 3, Paragraphs 1 and 2

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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PART 2  
**TERMS OF INSTRUMENT**  
Covenant - Section 219, *Land Title Act*

WHEREAS:

- A. The Transferor is the registered owner of the land described in Item 2 on page 1 of this instrument (the "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Transferee, in respect of the use of land or buildings, or the building on land;
- C. The area of the Land is 2.9 acres, which makes subdivision not feasible given the minimum parcel area into which the Land may be subdivided under the Transferee's zoning bylaw;
- D. The Transferor wishes to build houses on the Land, which complies with the maximum number of houses permitted under the Transferee's zoning bylaw;
- E. In order to create separate marketable titles to each of the houses the Transferor proposes to build on the Land the Transferor must either construct every house before subdividing any of them by way of a building strata, or, with the approval of the Transferee's approving officer, deposit a phased strata plan declaration before depositing a plan to subdivide a portion of the total number of units the Transferor proposes to construct; and,
- F. To induce the Transferee's approving officer to approve the Transferee's proposed phased strata plan declaration the Transferor has offered to grant and the Transferee has agreed to accept, the covenants set forth in this Agreement.

**IN CONSIDERATION** of the premises and the covenants contained in this Instrument, the payment of the sum of \$1.00 by the Transferee to the Transferor, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Transferor covenants and agrees with the Transferee, in accordance with section 219 of the *Land Title Act*, as follows:

**Restriction on Development of the Land**

- 1. No building shall be constructed on the Land, and the Land shall not be developed, except substantially in accordance with the plans attached to this Agreement as Schedule 'A' and the phased strata declaration, or otherwise with the Transferee's consent.
- 2. No building shall be constructed in Phase 2 unless the Phase 1 landscaping along the frontage of St. Jacques Boulevard has been completed to the satisfaction of the Transferee according to the plans attached as Schedule 'A'.

**Discharge**

- 3. The Transferee agrees that if the Transferor:
  - (b) completes the development of the land in accordance with the phased strata plan declaration; and,
  - (c) delivers to the Transferee a registrable discharge of this Covenant from the title to the Land,

the Transferee will execute the discharge, and return the executed discharge to the Transferor, and the Transferor may apply to register it in the Land Title Office.

### **Consents**

4. No consent or approval of the Transferee sought in accordance with this Instrument will be unreasonably or arbitrarily withheld or delayed, but nothing in this instrument will impair or diminish the Transferee's statutory authority which may be fully and effectively exercised in relation to the Lands as if this instrument had not been executed and delivered by the Transferor and the Transferee.

### **No Public Law Duty**

5. Whenever in this Covenant the Transferee is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the Transferee may do so in accordance with the contractual provisions of this Covenant only and will not be bound by any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise.

### **No Obligations on the District**

6. The rights given to the Transferee by this Covenant are permissive only and nothing in this Covenant:
  - (a) imposes any duty of care or other legal duty of any kind on the Transferee to the Transferor or to anyone else;
  - (b) obliges the Transferee to enforce this Covenant, which is a policy matter within the sole discretion of the Transferee; or
  - (c) obliges the Transferee to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

### **No Effect on Laws or Powers**

7. This Covenant does not,
  - (a) affect or limit the discretion, rights or powers of the Transferee under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
  - (c) relieve the Transferor from complying with any law or enactment, including in relation to the use or subdivision of the Land.

### **Bylaw to the Contrary**

8. This instrument will restrict the use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the Transferee.

### **Right to Equitable Relief**

9. The Transferor agree that the Transferee is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Transferor of this Covenant.

### **Covenant Runs with the Land**

10. Every obligation and covenant of the Transferor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term "Transferor" refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

### **Indemnity and Release**

11. The Transferor releases the Transferee and its elected officials, officers and employees from liability for, and, subject to paragraph 4(c), agrees to indemnify and save harmless the Transferee and its elected officials, officers and employees from any claim of any nature by the Transferor or any other person, that may be made against the Transferee or its elected officials, officers and employees of whatsoever kind and howsoever arising out of or in any way due to or relating to the granting or existence of this instrument, the restrictions or obligations contained in this instrument or the performance or non-performance of the terms of this instrument by the Transferor that the Transferee may become liable for.

### **Registration**

12. The Transferor agrees to do everything necessary, at the Transferor's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

### **Waiver**

13. An alleged waiver by the Transferee of any breach of this Covenant by the Transferor is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the Transferee of a breach by the Transferor of this Covenant does not operate as a waiver of any other breach of this Covenant.

### **Notice**

14. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section. Either party may at any time give notice in writing to the other

of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

**Enurement**

15. This Covenant binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.

**Further Acts**

16. The Transferor must do everything reasonably necessary to give effect to the intent of this Covenant, including the execution of further instruments.

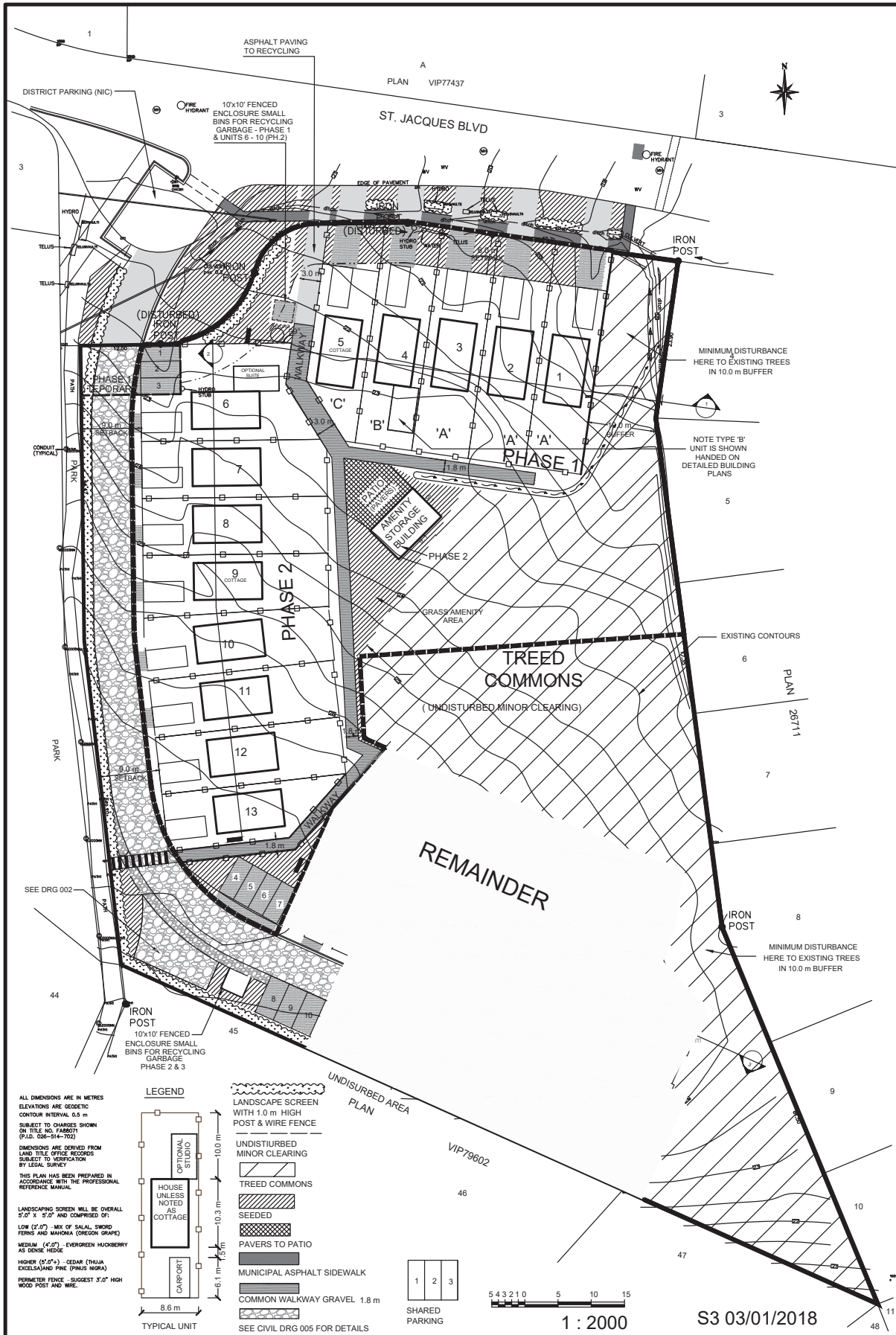
As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Covenant.

**Schedule A – Development Plan**

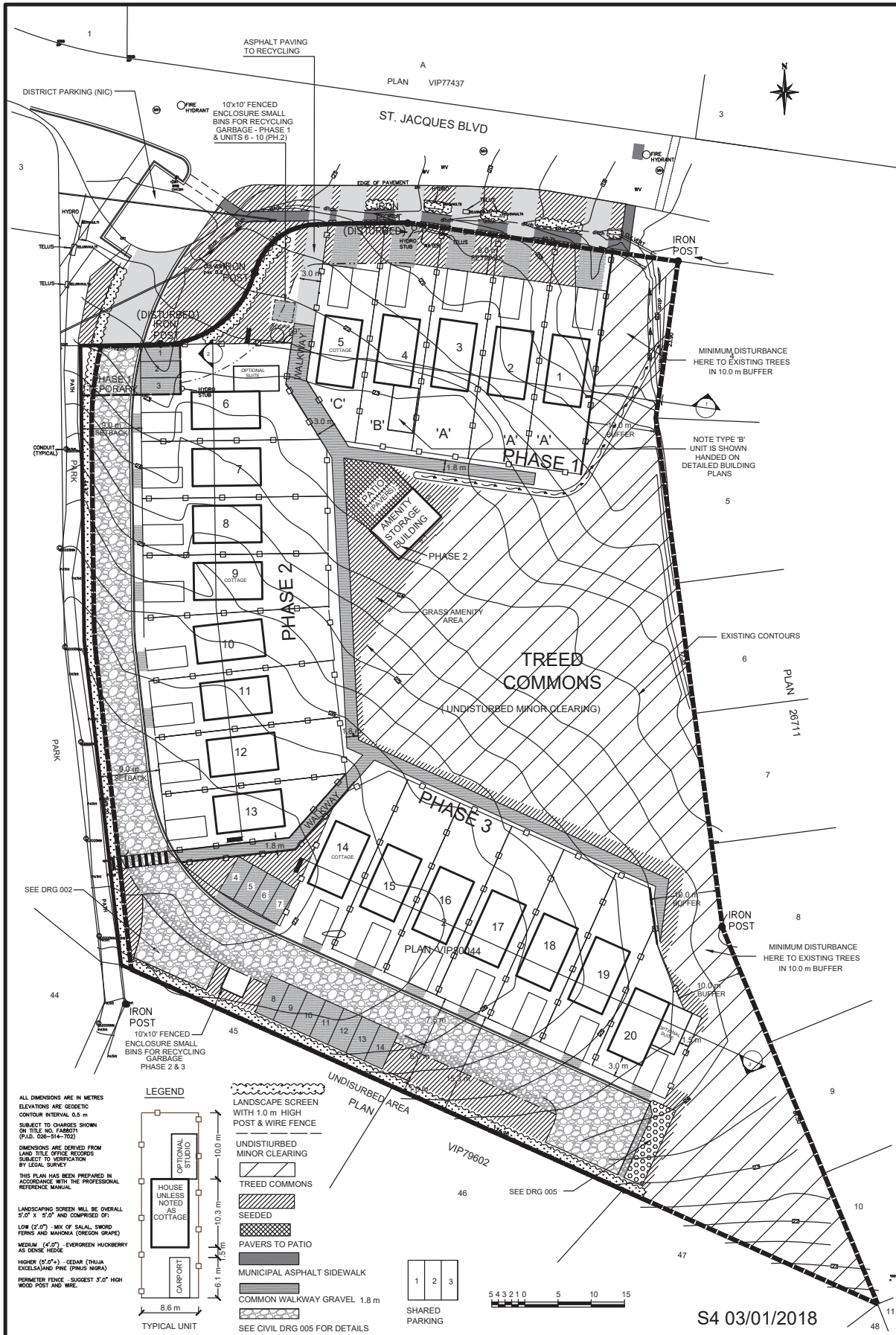
**Schedule B – Landscaping Plan**





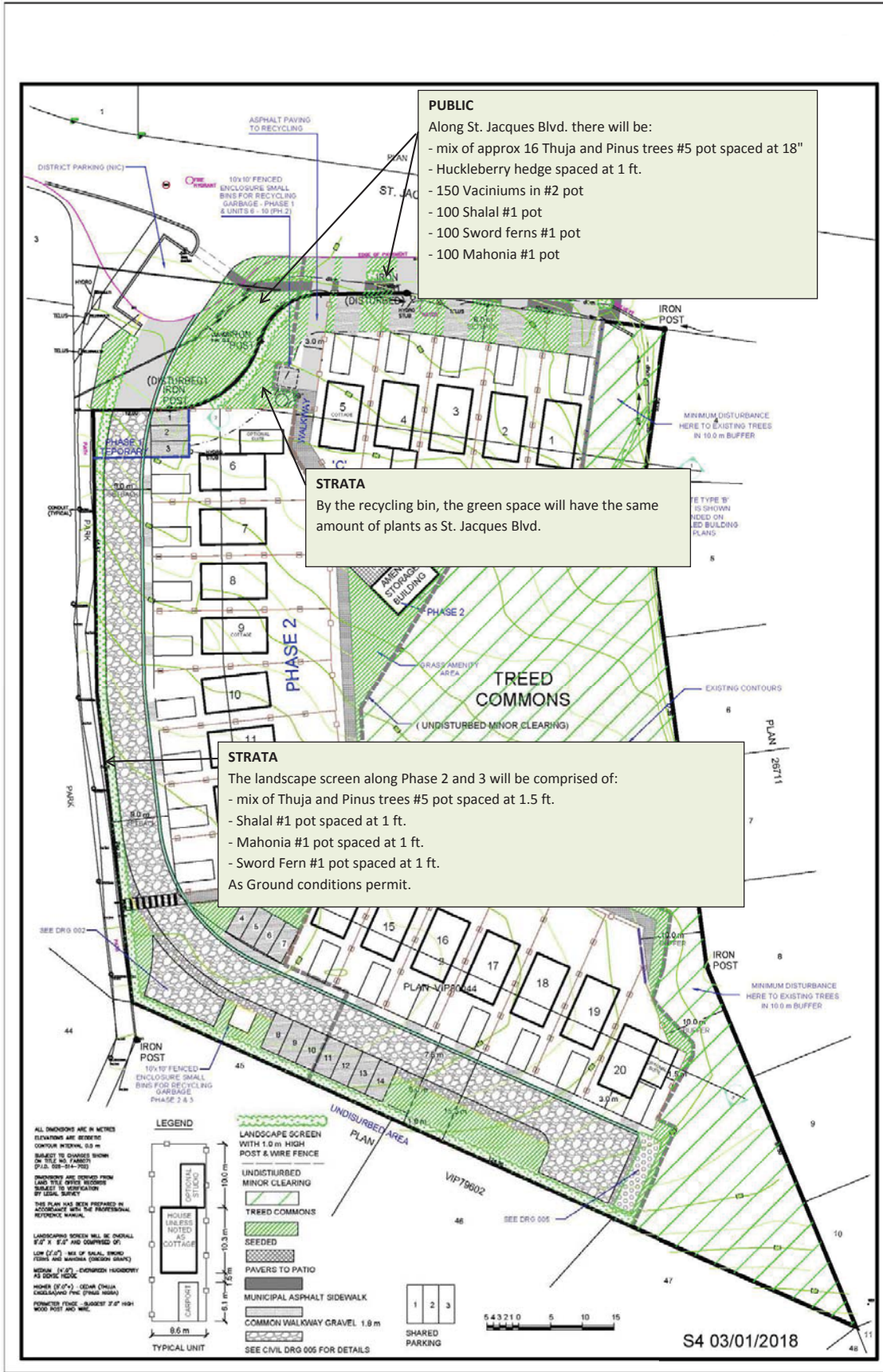


PHASE 2  
1 : 250



**PHASE 3**  
**1 : 250**

# SCHEDULE B



**Exhibit 'L'**  
**Purchase Agreement**

Date:



# UCLUELET BC RAINCOAST COMMONS

P.O. Box 774, Tofino, B.C. V0R 2Z0  
telephone 250.382.6636

GST Registration Number \_\_\_\_\_

## CONTRACT OF PURCHASE AND SALE

BUYER	
Name(s)	_____
Occupation	_____
Address	_____ _____
Telephone (home)	_____ (work) _____
Electronic Mail	- _____
Buyer's GST Number	- _____
Buyer's Lawyers	_____

### CAPITALIZED TERMS IN THIS AGREEMENT WILL HAVE THE MEANINGS SPECIFIED IN PARAGRAPH 23.

**THE BUYER OFFERS TO PURCHASE FROM THE SELLER**, on the terms and conditions set out in this Agreement, good and marketable freehold title to **Strata Lot** \_\_\_\_\_ as generally shown on the drawings annexed to this Agreement as Schedule 'A' (the "**Property**"), to be created from part of the lands legally described as Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot District, Plan VIP80044 (except part in Strata Plan EPS5574), free and clear of all encumbrances except the Permitted Encumbrances:

1. **ACKNOWLEDGMENT** - The Buyer has received the Disclosure Statement from the Seller, together with any amendments filed with the Superintendent of Real Estate as amended to and including the date of this Agreement. The Buyer has been provided with an opportunity to read, review and to ask questions of the Seller concerning the Disclosure Statement, as amended, before signing this Agreement.

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

2. **PURCHASE PRICE** – Subject to paragraph 7 below, the purchase price to be paid by the Buyer for the Property **DOES NOT INCLUDE GST**.

\$
(Purchase Price)

3. **DEPOSITS** –

(a) The First Deposit in the amount of..... is due on \_\_\_\_\_.

\$
(First Deposit)

(b) The Second Deposit in the amount of..... is due on \_\_\_\_\_.

\$
(Second Deposit)

4. **USE OF DEPOSITS** – Deposits will be held in trust by Re/MAX Mid-Island Realty, in trust, but will NOT accrue interest. Deposits held by the Seller’s Lawyers will be:
  - (a) paid to the Seller on the Closing Date on account of the Purchase Price according to paragraph 13 below, if the Seller and the Buyer complete the sale and purchase of the Property on the Closing Date;
  - (b) paid to the Buyer in full and final satisfaction of any right or remedy the Buyer may have at law or in equity, if the Buyer is entitled to cancel this Agreement in accordance with paragraph 25 of this Agreement and elects to do so, or if the Seller, for any reason except the Buyer’s default, fails to complete the sale of the Property to the Buyer as contemplated by this Agreement; or
  - (c) paid to the Seller, at the Seller’s election, without prejudice to any other right or remedy the Seller may have at law or in equity, if the Buyer for any reason is in default of the Buyer’s obligations under this Agreement.
  
5. **ADJUSTMENTS** - All Purchase Price adjustments of whatsoever nature normally made between a Seller and Buyer on the sale of similar property in British Columbia will be made as of the Closing Date. For clarity, the Buyer will assume and pay all levies, taxes, rates, local improvement assessments, and other charges, from and including the Closing Date.
  
6. **DELIVERY OF PURCHASE PRICE** - The Purchase Price, adjusted in the manner set out in paragraph 5 above, will be delivered by the Buyer as follows:
  - (a) by payment of the First Deposit to the Seller’s Lawyers immediately upon execution and delivery of this Agreement by the Buyer and the Seller;
  - (b) by payment of the Second Deposit to the Seller’s Lawyers on the date determined according to paragraph 3(b);
  - (c) by payment of the Final Payment, according to paragraph 13 below.
  
7. **GST** -
  - (a) The Purchase Price **excludes** GST, which the Buyer will pay to the Seller on the Closing Date in addition to the Purchase Price unless the Buyer is a GST Registrant.
  - (b) If a GST Registrant, the Buyer will self-assess the amount of GST exigible on the Purchase Price, and account directly to the Canada Revenue Agency. On the Closing Date, the Buyer will also deliver to the Seller a certificate executed in accordance with paragraphs 221(2)(b) and (c) of the *Excise Tax Act*.
  - (c) B.C. Transition Tax is not exigible on the Purchase Price, and the Seller is **NOT** a foreign supplier.
  
8. **PROPERTY** – Notwithstanding the preliminary configuration, area, and dimensions of the Property shown on the drawing annexed to this Agreement, the final configuration, area and dimensions of the Property will be established only following regulatory approval and registration of the Strata Plan. The Buyer acknowledges and agrees that the final configuration, area, and dimensions of the Property may vary from the preliminary configuration, area, and dimensions of the Property shown on the drawings annexed to this Agreement, but in no event will the final area of the Property vary by more than ten (10) percent without the Buyer’s express written consent.
  
9. **DELAYS** - Except as provided in this paragraph 9, the Closing Date will not be later than \_\_\_\_\_. At the option of the Seller, the Closing Date may be extended beyond that date, if:

- (a) there has been a delay in registration of the Strata Plan, for any reason, and
- (b) the Seller has provided at five (5) days written notice of delay to the Buyer,

and in that case, the Closing Date will be extended by one or more periods equal to the duration of such delay, as estimated by the Seller, to a maximum aggregate period of delay not exceeding one hundred eighty (180) days.

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

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

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

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

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

- (a) The Closing Documents and any GST Documents which the Seller may require will be prepared by the Buyer's Lawyers in form and substance satisfactory to the Seller's Lawyers, acting reasonably.
- (b) The Buyer's Lawyers will deliver the Closing Documents to the Seller's Lawyers at least five (5) business days before the Closing Date.
- (c) On or before the Closing Date, the Seller's Lawyers will deliver to the Buyer's Lawyers duly executed copies of the Closing Documents, and the Buyer's Lawyers will deliver to the Seller's Lawyers duly executed copies of the GST Documents.
- (d) Sale of the Property will complete at the Land Title Office, at noon (12:00 p.m.) on the Closing Date.
- (e) On or before the Closing Date, the Buyer will deliver the Final Payment to the Buyer's Lawyers, in trust. If part of the Purchase Price is to be financed by way of a new mortgage granted to the Buyer, the Buyer may, while still required to pay the Final Payment on the Closing Date, wait to pay the same until after the Transfer and Form B Mortgage have been deposited in the Land Title Office provided that, before deposit of the said Transfer and Form B Mortgage:
  - (i) the Buyer has deposited in trust with the Buyer's Lawyers a sum equal to the Final Payment less only the part of the Purchase Price being financed by a new mortgage;
  - (ii) the Buyer has satisfied each of the mortgagee's conditions for funding, save and except deposit of the Form B Mortgage in the Land Title Office;



- (iii) the Buyer's Lawyers have received written confirmation from the mortgagee that funds will be advanced in the normal course of business, on the basis of a pending registration; and
  - (iv) the Buyer's Lawyers have undertaken, in writing and in form satisfactory to the Seller's Lawyers, firstly to deliver the Final Payment to the Seller's Lawyers in trust upon completion of a reasonably satisfactory post-registration search of the Property title following deposit of the Transfer and Form B Mortgage and receipt of mortgage proceeds and after completion of a reasonably satisfactory post-registration search of the Property title, and, secondly, to withdraw the Transfer and Form B Mortgage if, for any reason, the Buyer is on the Closing Date unable to pay the Final Payment.
  - (f) Following payment as described in sub-paragraph (e) above, and after receipt of the Closing Documents by the Buyer's Lawyers, the Buyer will cause the Buyer's Lawyers to deposit the Transfer in the Land Title Office.
  - (g) On completion of a reasonably satisfactory post-registration search of the Property title, the Buyer will cause the Buyer's Lawyers to, firstly, authorize the Seller's Lawyers to release the Deposits to the Seller, and, secondly, deliver the Final Payment to the Seller's Lawyers, in trust.
  - (h) The requirements of this paragraph 13 are concurrent. The Buyer and Seller specifically agree that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered.
  - (i) Notwithstanding any contrary term of this Agreement, the Seller may wait to pay and discharge from the Property title any financial encumbrances described in the Disclosure Statement until after receipt of the Purchase Price.
14. **POSSESSION** – Provided that the Seller has received the Purchase Price, the Buyer will have vacant possession of the Property at 12:01 P.M. on the Possession Date, free and clear of all encumbrances, except the Permitted Encumbrances.
15. **TIME** - Time will be of the essence for all purposes of this Agreement.
16. **ASSURANCES** - Each party will, at all times and from time to time, execute and deliver to the other such further assurances, acts, and documents as may be reasonably necessary to give effect to terms, covenants, representations and warranties in this Agreement.
17. **AMENDMENT** - This Agreement may not be amended or otherwise modified without the express written agreement of the Seller and the Buyer.
18. **RESALE** - The Buyer will not advertise or solicit offers from the public with respect to the Property, or otherwise list the Property on the Multiple Listing Service in advance of the Closing Date.
19. **ASSIGNMENT** –
- (a) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
  - (b) **WITHOUT THE SELLER'S PRIOR CONSENT, ANY ASSIGNMENT OF A PURCHASE AGREEMENT IS PROHIBITED.**

- (c) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
  - (d) Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
    - (i) the party's identity;
    - (ii) the party's contact and business information;
    - (iii) the terms of the assignment agreement.
  - (e) Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. **THE INFORMATION AND RECORDS MAY ONLY BE USED OR DISCLOSED FOR TAX PURPOSES AND OTHER PURPOSES AUTHORIZED BY SECTION 20.5 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, WHICH INCLUDES DISCLOSURE TO THE CANADA REVENUE AGENCY.**
  - (f) An assignment of this Agreement will not be effective unless:
    - (i) the Buyer has delivered to the Seller's Lawyers all Deposits then due, the receipt of which has been acknowledged by the Seller's Lawyers, in writing;
    - (ii) the Buyer has paid, to the Seller, an administrative fee equal to the greater of \$7,500.00 and fifty percent of any fee paid directly or indirectly to the Buyer, as assignor, by or on behalf of the assignee, plus GST, as consideration for the Seller's consent to assignment and as reimbursement of the Seller's associated legal and administrative costs;
    - (iv) the assignment is in writing (the "**Assignment Agreement**"), in form and substance approved by the Seller, acting reasonably, and includes, without limitation, the explicit agreement of the Buyer and the assignee:
      - (A) that the Buyer will remain liable to the Developer in accordance with this Agreement notwithstanding the assignment,
      - (B) to provide the Seller with the information and records required under the *Real Estate Development Marketing Act*;
    - (v) the Seller has executed the Assignment Agreement.
20. **REPRESENTATIVE** – The Buyer acknowledges having been advised that the Seller is represented in part by the sales manager or sales representative identified on page 1 of this Agreement. The Buyer acknowledges that said sales manager or sales representative is retained by the Seller in connection with the Seller's ongoing business. **THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SAID SALES MANAGER OR SALES REPRESENTATIVE DO NOT HAVE AN AGENCY RELATIONSHIP WITH OR OTHERWISE REPRESENT THE BUYER IN ANY CAPACITY.**
21. **AGENT** – The Vendor does not have any agency relationship with any other party.
22. **LEGAL ADVICE** - The Buyer acknowledges and agrees that it has had the opportunity to seek independent legal advice before signing this Agreement and that it fully understands and accepts each term of this Agreement.
23. **DEFINITIONS** - In this Agreement and in any Schedule attached:

- (a) **“Agreement”** means this contract of purchase and sale and any schedule attached.
- (b) **“Closing Documents”** means:
  - (i) the Form A Freehold Transfer (the “Transfer”);
  - (ii) the Seller’s Statement of Adjustments (the “Statement of Adjustments”);
  - (iii) a *Strata Property Act* Form B Information Certificate; and
  - (iv) a *Strata Property Act* Form F Certificate of Payment.
- (c) **“Closing Date”** means:
  - (i) the later of the tenth (10<sup>th</sup>) business day excluding a Saturday, Sunday or statutory holiday following registration of the Strata Plan in the Land Title Office, or
  - (ii) such other date as may be determined in accordance with paragraph 9 of this Agreement.
- (d) **“Deposit”** or **“Deposits”** means the First Deposit and the Second Deposit, or either of them, as the context of this Agreement requires.
- (e) **“Disclosure Statement”** means the disclosure statement prepared by the Seller in accordance with the provisions of the *Real Estate Development Marketing Act* and previously filed with the Superintendent of Real Estate, together with any amendments filed with the Superintendent of Real Estate to and including the date upon which this Agreement has been signed.
- (f) **“First Deposit”** means the deposit specified on page 1, paragraph 3(a) of this Agreement.
- (g) **“Final Payment”** means a sum equal to the Purchase Price as adjusted in accordance with paragraph 5 above, less the Deposits previously paid to the Seller’s Lawyers.
- (h) **“GST”** means 5% Goods and Services Tax.
- (i) **“GST Documents”** means a certificate issued by the Buyer pursuant to Section 221(2)(b) and 221(2)(c) of the *Excise Tax Act (Canada)*.
- (h) **“Permitted Encumbrances”** means the subsisting conditions, provisos, restrictions, exceptions and reservations in the original crown grant for the Property (or a parent parcel of the Property, as the case may be), together with the other encumbrances noted in Section 4 of the Disclosure Statement.
- (i) **“Possession Date”** means the day immediately following the Closing Date.
- (j) **“Purchase Price”** means the amount set out on page 1, paragraph 2 of this Agreement.
- (k) **“Buyer’s Lawyers”** mean the solicitors retained by the Buyer to complete purchase of the Property from the Seller.
- (l) **“Second Deposit”** means the deposit specified on page 1, paragraph 3(b) of this Agreement.
- (m) **“Strata Plan”** means a strata plan of the lands presently described as Parcel Identifier 026-514-702, Lot 2, District Lot 282, Clayoquot District, Plan VIP80044 except part in Strata Plan EPS5574, by which marketable title to the Property will be created.
- (n) **“Seller’s Lawyers”** means \_\_\_\_\_.

24. **BINDING** - This Agreement will enure to the benefit of and be binding upon the respective parties, their executors, administrators, heirs, successors and assigns. If more than one person is described as the Buyer, then all such persons will be jointly and severally liable for the Buyer's obligations.
25. **CANCELLATION** – The Buyer may cancel this Agreement where entitled to do so in accordance with Section 21 of the *Real Estate Development Marketing Act*.
26. **ENTIRE AGREEMENT** - This Agreement, including the Schedules annexed to this Agreement, and the Disclosure Statement constitutes the entire agreement between the Buyer and the Seller. The Seller has not made any representation or warranty to the Buyer which is not expressly set out in this Agreement or in the Disclosure Statement. The Buyer acknowledges and agrees that reference in this Agreement to the Disclosure Statement will not be construed so as to extend or expand upon any right of rescission set out in the *Real Estate Development Marketing Act*.
27. **OFFER** - The offer described in this Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 and is open for acceptance until noon (12:00 p.m.) on the \_\_\_\_\_ day of \_\_\_\_\_ 2021. The Seller may accept this Agreement by executing a counterpart of this Agreement and delivering it to the Buyer by courier or facsimile on or before the specified date and time. If accepted, this Agreement will become a contract of purchase and sale binding upon both the Seller and the Buyer, on the terms and conditions herein contained. Upon acceptance by the Seller, the Buyer will deliver the Deposit to the Seller's Lawyers.

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

**The Buyer**

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

Per: \_\_\_\_\_ ●

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

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

Per: \_\_\_\_\_ ●

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

Dated at the City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CLAYOQUOT CONSTRUCTION LTD.**

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

Initials
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**GST DISCLOSURE**  
**Purchase Price (before GST) - \$**  
**GST (5% of the Purchase Price) - \$**  
**Purchase Price (including GST) - \$**

**SCHEDULE 'A'**  
**THE PROPERTY**